

BIRMINGHAM CITY COMMISSION AGENDA - AMENDED
MARCH 13, 2023
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

ATTENTION: This regular meeting will begin at 7:30 pm or soon thereafter the conclusion of the preceding Special City Commission Meeting.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.

ANNOUNCEMENTS

- The City recommends members of the public wear a mask if they have been exposed to COVID-19 or have a respiratory illness. City staff, City Commission and all board and committee members must wear a mask if they have been exposed to COVID-19 or actively have a respiratory illness. The City continues to provide KN-95 respirators and triple-layered masks for attendees.
- The Oakland County Treasurer’s Office is in the final stretch of its Foreclosure Prevention efforts. The tax foreclosure deadline for the 2020 or prior year taxes is on March 31, 2023. A property will be considered foreclosed if 2020 or prior taxes are not paid off by March 31, 2023 or if a repayment schedule hasn’t been filed with the County Treasurer’s office by March 31, 2023.

Since December of 2022, the County Treasurer’s office has conducted over 1,000 Taxpayer Assistance Meetings to assist taxpayers with keeping their properties by working with them to get on a repayment schedule and/or by identifying resources that may be beneficial to their situation. The Oakland County Treasurer’s Office is here to help and strongly encourages taxpayers to contact the office before the tax foreclosure deadline if they have delinquent taxes for 2020 or prior tax years. Taxpayers interested in scheduling a Taxpayer Assistance Meeting may call the Oakland County Treasurer’s Office at 248-858-0611 or at www.oakgov.com/treasurer. Additional information from the Oakland County Treasurer’s Office is included in the beginning of this agenda packet.

- City Manager Recruitment – If a conclusion was reached in the preceding 6:30 p.m. Special Meeting Mayor Longe will announce the results.
- Happy Birthday Commissioner Baller!

APPOINTMENTS

- A. Appointment to the Multi-Modal Transportation Board
 - o Mark Doolittle

To appoint _____ as a regular member to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2026.

IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

V. CONSENT AGENDA
All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

- A. Resolution to approve the City Commission meeting minutes of February 27, 2023.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 1, 2023 in the amount of \$5,602,741.71.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 8, 2023 in the amount of \$1,358,948.79.
- D. Resolution to approve the agreement with Zamboni Company USA, Inc. for the purchase of an Electric Zamboni model 552 AC lithium battery option in an amount not to exceed \$192,718.80. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. The \$25,000 deposit will be paid out of account #661.0-441.006-971 immediately. Funding for the remainder of the purchase has been requested and budgeted in account #661.0-441.006-971.0100 for the 2023-2024 fiscal year.
- E. Resolution to approve an agreement with L.G.K. Construction, Inc., for Birmingham Museum-Phase II Allen House Historic Window Restoration Project in the amount not to exceed \$178,900. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. The window restoration portion of the project of \$159,100 is to be charged to 101.0-804.002-811.0000 in fiscal year 2022-2023, while the storm window portion of the project of \$19,800 is to be charged to 101.0-804.002-811.0000 in fiscal year 2023-2024.

- F. Resolution to approve the construction project budget and award the Parking Lot No. 5 Slope Repairs #4-23 (S) to V.I.L. Construction in the amount of \$230,093.00. In addition, to authorize the Mayor and City Clerk to sign the agreements on behalf of the City. Funding for this project will be charged to the following accounts:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Automobile Parking System	514.1-594.005-981.0100	\$230,093.00	\$11,504.65	\$241,597.65

Further, to approve the appropriation and amendment of the fiscal year 2022/2023 budget as follows:

Automobile Parking System:

Revenues:		
Draw from Fund Balance	514.1-000.000-400.0000	\$136,600.00
Expenditures:		
Public Improvements	514.1-594.005-981.0100	\$136,600.00

- G. Resolution to approve the appropriation and amendment of the 2022/2023 budget for the emergency repairs of the parking lot screenwalls at the Shain Park Parking Lot and Parking Lot No. 6 as follows:

General Fund:

Revenues:		
Draw from Fund Balance	101.0-000.000-400.0000	\$2,500.00
Expenditures:		
Other Contractual Services	101.0-751.000-811.0000	\$2,500.00

Automobile Parking System:

Revenues:		
Draw from Fund Balance	514.1-000.000-400.0000	\$7,500.00
Expenditures:		
Other Contractual Services	514.1-594.006-811.0000	\$7,500.00

- H. Resolution approving the addendum to the contract to Wiss, Janney, Elstner Associates, Inc. for the proposed Repair Design & Construction Document Development for Park, Peabody, Pierce, Chester, and North Old Woodward parking Structures in the amount of \$192,000.00; further, to charge the contract to each structure's capital outlay account as costs are incurred. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.
- I. Resolution to set a public hearing date of April 3, 2023 to consider the lot combination of 34350 Woodward Ave and 909-911 Haynes Street, parcel # 19-36-281-022 and parcel # 19-36-281-030.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Public Hearing for 34350 Woodward Ave & 909-911 Haynes Street – Fred Lavery Porsche Dealership – Special Land Use Permit, Final Site Plan & Design Review
 - 1. Motion to postpone the public hearing and consideration of the Special Land Use Permit, Final Site Plan and Design Review application for 34350 Woodward Ave and 909-911 Haynes Street – Fred Lavery Porsche – to April 3, 2023 per the request of the applicant to provide for a simplified review process with the Special Land Use Permit and lot combination applications being considered at the same meeting.

- B. Resolution to approve the construction project budget and award Lincoln Hills Golf Course – Hole #1 Tee-Box and Cart Path Improvements Contract #2-23 (G) to Jacklyn Contracting, LLC in the amount of \$898,469.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City after the review of Jacklyn Contracting, LLC’s insurance and bonds, contingent upon execution of the agreement and meeting all insurance and bonding requirements. Funding for this project has been budgeted in the following account:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Recreation & Culture - Public Improvements	584.1-753.001-981.0100	\$898,469.00	\$44,923.45	\$943,392.45

Further, to approve the appropriation and amendment of the fiscal year 2022/2023 budget as follows:

Recreation & Culture

Revenues:

584.1-000.000-400.0000	Draw from Fund Balance	\$943,400.00
	Total Revenue	\$ 943,400.00

Expenditures:

584.1-753.001-981.0100	Public Improvement	\$ 943,400.00
	Total Expenses	\$ 943,400.00

- C. Continued deliberations from the preceding Special Meeting if necessary regarding the City Manager Search
 - 1. Resolution selecting ----- as the next Birmingham City Manager subject to a mutually agreeable employment agreement establishing the terms and conditions of employment between the selected candidate and the City of Birmingham.
- D. Commission discussion on items from a prior meeting
 - 1. Establishment of an Ad Hoc Senior Services Committee
 - 2. Green Space East of Pat Andrews Bench & Little Library

*Additional Memo from Fire Chief Wells added to the packet 3/13/23 at 9:47a.m.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to the Board of Building Trades Appeals
 - 2. Notice of intention to appoint to the Brownfield Redevelopment Authority
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. City Commission Code of Conduct Review

INFORMATION ONLY

XI. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760
You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



**NOTICE OF INTENTION TO APPOINT TO THE
MULTI-MODAL TRANSPORTATION BOARD**

At the regular meeting of Monday, March 13, 2023, the Birmingham City Commission intends to appoint to the Multi-Modal Transportation Board one regular member to serve a three-year term to expire March 24, 2026.

Interested citizens may submit an application available at the City Clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk’s office on or before noon on Wednesday, March 8, 2023. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

In so far as possible, the seven-member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the City. Applicants for this position do not have to be a qualified elector or property owner in Birmingham.

Duties of the Multi-Modal Transportation Board

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the City Commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

Applicant(s) Presented For City Commission Consideration:

Applicant	Criteria	Qualifications
		Traffic-focused education/experience, mobility/vision impairment, urban planning, architecture or design education/experience. In addition, 2 members at large living in different geographical areas of the City.
Mark Doolittle	Resident	Current MMTB Regular member, traffic-focused experience, urban planning/architecture design experience

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2026.



MULTI-MODAL TRANSPORTATION BOARD

Chapter 110, Sections 110-26 & 110-27

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the city. At least five Board members shall be electors or property owners in the city. The remaining Board members may or may not be electors or property owners in the City.

Term: Three years.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Davies	Gordon	(248)701-5462	10/24/2022	10/27/2025
969 Bennaville Birmingham		48009	Alternate	
		<i>gordonhdavies@yahoo.com</i>		
Doolittle	Mark	(248) 535-0632		3/24/2023
1305 S. Bates St Birmingham		48009	Regular Member at large from a different geographical area of city	
		<i>mark.j.doolittle@gmail.com</i>		
Hanawalt	Sophie		2/27/2023	12/31/2023
			Student representative	

Last Name	First Name	Home Business	E-Mail	Appointed	Term Expires
Hillberg 1853 Fairview Birmingham	Patrick 48009	(248)797-1804		10/24/2022 Alternate	10/27/2025
<i>patrick_hillberg@hotmail.com</i>					
Hocker 898 Pilgrim Birmingham	David 48009	(313) 917-4718		11/23/2020 Regular member at large/plan experience	3/24/2025
<i>dhocker@globalfacilitiesinc.com</i>					
Long 1323 Bennaville Ave Birmingham	Anthony 48009	(586) 904-6895		1/24/2022 Regular member at large from different geographical area of city	3/24/2025
<i>ajlong1080@gmail.com</i>					
Peard 645 Suffield Birmingham	Thomas 48009	(248) 770-7761		1/13/2020 Urban planning /architecture /design	3/24/2025
<i>thomaspeard@yahoo.com</i>					
Policicchio 236 Pleasant Birmingham	Victoria 48009	(248) 376-6266		1/24/2022 Pedestrian advocate	3/24/2024
<i>vickipolicicchio@gmail.com</i>					
Sharma	Angie			2/27/2023 Student representative	12/31/2023

Last Name	First Name	Home Business	Appointed	Term Expires
White 1342 Holland St. Birmingham	Doug 48009	(248) 825-2223 <i>dwhite10@peoplepc.com</i>	5/14/2018 Bicycle/pedestrian advocate	3/24/2024
Zane 1014 Chestnut St. Birmingham	Joseph 48009	(248) 563-3381 <i>Joseph.Michael.Zane@gmail.com</i>	12/10/2018 Regular Member	3/24/2025

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **MULTI-MODAL TRANSPORTATION BOARD** Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME	2/4	3/4	4/8	5/6	6/3	7/8	8/5	9/2	10/7	11/4	12/2	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																
Johanna Slanga	P	P	A	A	A	P	A	CA						3	5	38%
Amanda Fishburn								CA	A	A	P					
Andrew Haig	P	P	P	P	P	P	P	CA	P	P	A			9	2	82%
David Hocker	P	P	P	P	P	P	P	CA	P	P	P			10	1	91%
Tom Peard	P	P	P	P	P	P	P	CA	A	P	P			9	2	82%
Katie Schafer	P	P	A	P	P	P	P	CA	P	P	A			8	3	73%
Doug White	A	P	P	P	P	P	A	CA	P	P	A			7	4	64%
David Lurie	P	A	P	P	P	P	P	CA	A	P	P			8	3	73%
ALTERNATES																
Joe Zane	A	P	A	P	P	P	A	CA	P	P	P			7	4	64%
Justin Schoener (Stdnt)	NA	P	A	A	A	A	A	CA	A	A	A			1	9	10%
Alex Walters (Stdnt)	NA	P	P	P	P	P	A	CA	A	P	P			7	3	70%
Lauren Morris (Stdnt)	NA	A	A	A	A	P	A	CA	A	A	A			1	9	10%
TOTAL	6	9	6	8	8	10	5	0	5	8	6	0	0			

- KEY:**
- A = Member absent**
 - P = Member present or available**
 - CP = Member available, but meeting canceled for lack of quorum**
 - CA = Member not available and meeting was canceled for lack of quorum**
 - NA = Member not appointed at that time**
 - NM = No meeting scheduled that month**
 - CM = Meeting canceled for lack of business items**

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **MULTI-MODAL TRANSPORTATION BOARD**

Year: **2022**

Members Required for Quorum:

4

MEMBER NAME	2/3	3/3	4/7	5/5	6/2	SPEC MTG	7/7	8/4	9/1	10/6	11/3	12/1	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS						5/19										
Anthony Long	P	p	P	P	P	A	P	P	A	P	p	A		9	3	75%
Joe Zane	P	P	A	A	P	P	P	P	P	P	A	P		9	3	75%
Victoria Policicchio	P	P	P	P	P	A	A	P	P	A	P	P		9	3	75%
David Hocker	P	P	P	P	P	P	P	P	P	P	P	P		12	0	100%
Tom Peard	P	P	P	P	P	P	A	A	P	P	P	P		10	2	83%
Doug White	P	P	P	P	P	P	P	P	P	A	p	A		10	2	83%
Michael St. Germaine	NA	NA	P	P	A	A	A	A	NA	NA	NA	NA		2	4	33%
Mark Doolittle	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P				
ALTERNATES																
Amanda Fishburn	A	A	A	P	A	A	A	A	A	A	NA	NA		1	9	10%
Mark Doolittle	NA	NA	P	A	P	A	P	A	P	P	NA	NA		5	3	63%
Gordon Davies	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	A				
Patrick Hillberg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P				
														0	0	#DIV/0!
TOTAL	6	6	7	7	7	4	5	5	6	5	8	6	0			

- KEY:**
- A = Member absent**
 - P = Member present or available**
 - CP = Member available, but meeting canceled for lack of quorum**
 - CA = Member not available and meeting was canceled for lack of quorum**
 - NA = Member not appointed at that time**
 - NM = No meeting scheduled that month**
 - CM = Meeting canceled for lack of business items**

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **MULTI-MODAL TRANSPORTATION BOARD** Year: **2023**

Members Required for Quorum: 4

MEMBER NAME	1/5	2/2	3/2											SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Anthony Long	CM	P	A												1	1	50%
Joe Zane	CM	P	P												2	0	100%
Victoria Policicchio	CM	P	P												2	0	100%
David Hocker	CM	A	P												1	1	50%
Tom Peard	CM	P	P												2	0	100%
Doug White	CM	P	P												2	0	100%
Mark Doolittle	CM	P	P												2	0	100%
ALTERNATES																	
Gordon Davies	CM	P	P														
Patrick Hillberg	CM	P	P														
															0	0	#DIV/0!
TOTAL	0		8	0	0	0	0	0	0	0	0	0	0	0			

- KEY:**
- A** = Member absent
 - P** = Member present or available
 - CP** = Member available, but meeting canceled for lack of quorum
 - CA** = Member not available and meeting was canceled for lack of quorum
 - NA** = Member not appointed at that time
 - NM** = No meeting scheduled that month
 - CM** = Meeting canceled for lack of business items

Department Head Signature



OFFICE USE ONLY
Meets Requirements? Yes No
Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest _____

Specific Category/Vacancy on Board _____ (see back of this form for information)

Name _____

Phone _____

Residential Address _____

Email * _____

Residential City, Zip _____

Length of Residence _____

Business Address _____

Occupation _____

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

List your related employment experience _____

List your related community activities _____

List your related educational experience _____

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

Do you currently have a relative serving on the board/committee to which you have applied? _____

Are you an elector (registered voter) in the City of Birmingham? _____

Mark Doolittle
 Signature of Applicant

 Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerksoffice@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

*By providing your email to the City, you agree to receive news & communications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

ARTICLE I. IN GENERAL

Secs. 110-1—110-25. Reserved.

Sec. 110-26. Composition.

(a) The multi-modal transportation board shall consist of nonvoting ex officio members and seven members appointed by the city commission. The nonvoting ex officio members shall be appointed by the city manager. They may include the city engineer, city planner, police chief, or their designated representative, or other representatives as the city manager deems appropriate. Insofar as possible, the city commission shall appoint members as follows:

- (1) One pedestrian advocate member;
- (2) One member with a mobility or vision impairment;
- (3) One member with traffic-focused education and/or experience;
- (4) One bicycle advocate member;
- (5) One member with urban planning, architecture or design education and/or experience; and
- (6) Two members at large living in different geographical areas of the city.

At least five board members shall be electors or property owners in the city. The remaining board members may or may not be electors or property owners in the city.

(b) The city commission may appoint two alternate members to serve as needed on the multi-modal transportation board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the multi-modal transportation board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the multi-modal transportation board.

(Ord. No. 2138, 2-10-14; Ord. No. 2200, 9-12-16; Ord. No. 2203, 10-10-16)

Sec. 110-27. Terms of members.

Initial members of the multi-modal transportation board shall serve for the following terms: two members shall be appointed for one-year terms, two members shall be appointed for two-year terms, and three members shall be appointed for three-year terms. Thereafter, all appointments, except to fill vacancies, shall be for a term of three years. All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office shall be for the unexpired term.

(Ord. No. 2138, 2-10-14)

Birmingham City Commission Minutes
February 27, 2023
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/799327505>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor Longe
Mayor Pro Tem McLain
Commissioner Boutros
Commissioner Haig
Commissioner Host

Absent: Commissioner Baller
Commissioner Schafer

Staff: Assistant City Manager Ecker; City Clerk Bingham, Planning Director Dupuis, Police Chief Grewe, City Attorney Kucharek

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS

Announcements

- The City recommends members of the public wear a mask if they have been exposed to COVID-19 or have a respiratory illness. City staff, City Commission and all board and committee members must wear a mask if they have been exposed to COVID-19 or actively have a respiratory illness. The City continues to provide KN-95 respirators and triple-layered masks for attendees.
- The City Commission thanks all members of the public who attended the February 15, 2023 City Manager Candidate Meet and Greet and for all of the feedback submitted on <http://engage.bhamgov.org>. City staff is currently in the process of compiling the reports on staff and public feedback as well as extensive reference checks, background checks, and investigations on all three candidates. The City Commission intends to review this information in March and work through the final steps of the City Manager Selection Process as we approach spring.
- Mayor Longe acknowledged the impact of the recent winter storm and thanked all those involved with the City's response.

Appointments

02-024-23 Appointment to the Parks and Recreation Board

The Commission interviewed Pam Graham for the position.

MOTION: Nomination by Commissioner Haig:
To appoint Ms. Graham to the Parks and Recreation Board as a regular member to serve a three-year term to expire March 13, 2026.

VOICE VOTE: Ayes, MPT McLain
Commissioner Boutros
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

02-025-23 Appointment to the Public Arts Board

Mayor Longe noted that the Public Arts Board has a specific provision which allows Board members to concurrently serve on certain other City Boards. She noted that concurrent service on two City Boards was usually prohibited.

The Commission interviewed Pam Graham for the position.

MOTION: Nomination by Commissioner Boutros:
To appoint Ms. Graham as an alternate member to the Public Arts Board as a regular member to serve the remainder of a three-year term to expire January 28, 2026.

VOICE VOTE: Ayes, MPT McLain
Commissioner Boutros
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

02-026-23 Appointment to the Cablecasting Board

The Commission interviewed Deanna Brown for the position.

MOTION: Nomination by MPT McLain:
To the Cablecasting Board as a regular member to serve a three-year term expiring March 30, 2026, effective April 1, 2023.

VOICE VOTE: Ayes, MPT McLain
Commissioner Boutros
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

CC Bingham swore in Ms. Graham. It was noted that Ms. Brown would be sworn in at a later date.

The Commission acknowledged the appointments of the following student representatives, encouraged them to share their perspectives with their respective Boards, and thanked them for their service:

1. Ian Weinberg, Historic District Commission / Design Review Board
2. Sophie Hanawalt, Multi-Modal Transportation Board
3. Angie Sharma, Multi-Modal Transportation Board
4. Alex Motea, Museum Board
5. Alexandria Schaufler, Museum Board
6. Kate Glasier, Parks & Recreation Board
7. Archie Reynolds, Parks & Recreation Board
8. Asher Kaftan, Planning Board
9. Matthew Wiegand, Planning Board
10. Luca DeSanto, Public Arts Board
11. Andrew McClean, Public Arts Board

IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

V. CONSENT AGENDA

02-027-23 Consent Agenda

The following items were pulled from the Consent Agenda:

- Commissioner Haig: Item M – 2023-2024 Annual Flower Purchase
Item P – Special Event Application: Day on the Town
- Mayor Longe: Item S – 2022 Student Representative Certificates of Appreciation

Commissioner Boutros noted he was absent from both the February 13, 2023 workshop and regular meeting.

Commissioner Haig noted his recusal from voting on Item K, citing a personal impact stemming from the item.

MOTION: Motion by Commissioner Boutros, seconded by MPT McLain:
To approve the Consent Agenda excluding Items M, P, and S and noting Commissioner Haig’s recusal from voting on Item K.

ROLL CALL VOTE: Ayes, MPT McLain
Commissioner Boutros
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

- A. Resolution to approve the City Commission special meeting minutes of February 8, 2023.
- B. Resolution to approve the City Commission special meeting minutes of February 9, 2023.
- C. Resolution to approve the City Commission workshop meeting minutes of February 13, 2023.
- D. Resolution to approve the City Commission regular meeting minutes of February 13, 2023.

- E. Resolution to approve the Special City Commission meeting minutes of February 15, 2023.
- F. Resolution to approve the warrant list, including Automated Clearing House payments, dated February 15, 2023 in the amount of \$1,412,606.06.
- G. Resolution to approve the warrant list, including Automated Clearing House payments, dated February 22, 2023 in the amount of \$835,571.51.
- H. Resolution to enact a traffic control order for Park Street north of Oakland allowing permitted parking only on the east side of the street, to post "no parking signs" on the west side of the street and to direct the police department to enforce such an order.
- I. Resolution to approve Contract No. 23-5001, Control Section TAU 63000, Job Number 23A0194 by and between the Michigan Department of Transportation and the City of Birmingham. In addition, authorize the City Engineer to sign the agreement on behalf of the City.
- J. Resolution to approve the construction project budget and award the 2023 Quarton Lake Estates Phase 2 Project - Westwood, Raynale, and Oak Street #1-23 (P) to FDM Contracting, Inc. in the amount of \$1,062,984.25. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in the following accounts:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Major Street Fund	202.0-449.001-981.0100	\$81,505.46	\$8,150.55	\$89,656.01
Local Street Fund	203.0-449.001-981.0100	\$128,234.19	\$12,823.42	\$141,057.61
Sewer Fund	590.0-537.000-981.0100	\$460,485.16	\$46,048.52	\$506,533.68
Water Fund	591.0-544.000-981.0100	\$392,759.44	\$39,275.94	\$432,035.38
Total Construction Costs		\$1,062,984.25	\$106,298.43	\$1,169,282.68

- K. Resolution to approve the construction project budget and award the 2022-2023 Cape Seal Program #6-22 (P) to Highway Maintenance and Construction in the amount of \$436,387.10. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project will be charged to the following accounts:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Local Street Fund	203.0-449.001-981.0100	\$436,387.10	\$43,638.71	\$480,025.81

AND

To approve the appropriation and amendment of the fiscal year 2022/2023 budget as follows:

Local Street Fund:

Revenues:

203.0-000.000-400.0000	Draw from Fund Balance	\$160,030.00
	Total Revenue	\$160,030.00

Expenditures:

203.0-449.001-981.0100	Public Improvement	\$160,030.00
	Total Expenses	\$160,030.00

- L. Resolution to approve the purchase of root control services, as quoted by Duke's Root Control, Inc. for the 2023 Sewer Root Control Program, in the amount not to exceed \$99,465.67. Funds for this purchase are available in the Sewer Fund, Other Contractual Services, account number 590.0-538.000-811.0000.
- N. Resolution to approve the appropriation and amendment to the Michigan Indigent Defense Fund for the fiscal year 2022-2023 as follows:

Revenues:

State Grant Revenue	260.0-698.000-571.0000	\$365,150.00
Local Contributions	260.0-698.000-590.0000	\$17,600.00
Total Revenues		\$382,750.00

Expenditures:

Supplies	260.0-698.000-729.0000	\$500.00
Other Charges-Attorneys	260.0-698.000-801.0400	\$373,550.00
Other Charges-Experts	260.0-698.000-803.0200	\$7,500.00
Other Charges-Training	260.0-698.000-957.0100	\$1,200.00
Total Expenditures		\$382,750

- O. Resolution to approve an increase to the City's credit card limit to \$35,000.
- Q. Resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the Birmingham Farmers Market on May 7, 2023 – October 29, 2023 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- R. Resolution to approve a special event permit as requested by the Birmingham Department of Public Services to hold the In the Park Concert Series on Wednesdays from June 14, 2023 to August 16, 2023 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

02-028-23 (Item M) 2023-2024 Annual Flower Purchase

Commissioner Host asked that the City integrate perennial pollinator gardens using Michigan native plants in future years.

ACM Ecker said that proposal would be brought to the new Sustainability Board for consideration for next year's flower purchases.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:

To approve the 2023-2024 Annual Flower Purchase from Croswell Greenhouse Inc. in the amount not to exceed \$22,032.25 for 2023 and \$23,133.86 for 2024. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for the Annual Flower Purchase has been budgeted for in the General Fund – Property Maintenance – Operating Supplies account #101.0-441.003-729.0000.

ROLL CALL VOTE: Ayes, MPT McLain
Commissioner Boutros
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

02-029-23 (Item P) Special Event Application: Day on the Town

Commissioner Haig noted that the insurance would expire before the date of the event.

CC Bingham stated her staff would seek updated insurance information from the Birmingham Shopping District for the special event file.

MOTION: Motion by Commissioner Haig, seconded by MPT McLain:
To approve a special event permit as requested by the Birmingham Shopping District to hold the Day on the Town on July 29, 2023, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

ROLL CALL VOTE: Ayes, MPT McLain
Commissioner Boutros
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

02-030-23 (Item S) 2022 Student Representative Certificates of Appreciation

Mayor Longe pulled the item to acknowledge the students for their participation.

MOTION: Motion by Mayor Longe, seconded by Commissioner Boutros:
To recognize the following nine student representatives for their service in 2022 on Birmingham boards and committees and award each student a certificate in appreciation for their civic involvement:

- | | |
|---|-------------------------------------|
| Historic District Commission /
Design Review Board | Meghan Murray
Charlie Vercellone |
| Multi-Modal Transportation Board | Isabela Betanzos
Ben Rosenfield |
| Museum Board | Jordan Snyder |

Planning Board

Mackinzie Clein
Andrew Fuller

Parks & Recreation Board

Zachary Miketa
Matthew Windsor

ROLL CALL VOTE: Ayes, MPT McLain
Commissioner Boutros
Commissioner Host
Mayor Longe
Commissioner Haig

Nays, None

VI. UNFINISHED BUSINESS

02-031-23 Public Hearing for 300 S. Old Woodward – RH – Special Land Use Permit Amendment, Final Site Plan & Design Review

The Mayor opened the public hearing at 7:58 p.m.

PD Dupuis presented the item.

Victor Saroki, architect, said the applicant team was available to answer any questions.

Seeing no public comment, the Mayor closed the public hearing at 8:05 p.m.

PD Dupuis and Mr. Saroki answered brief informational questions from the Commission.

Commissioner Haig recommended that future motion language specify the permitted type of cut-off light fixture.

PD Dupuis noted the recommendation. He added that the permitted type of cut-off light fixtures were specified in the plans, and that SLUP approvals are tied to site plan approval.

Commissioner Host noted that the plan changes resulted in a gain of two parking spots.

PD Dupuis confirmed that to be the case.

The Mayor noted that the Commission's previous comments regarding sensitivity to parking in the neighborhoods still stood. She said the Commission was thrilled with the development but did not want it to cause a parking burden on the surrounding neighborhoods.

MOTION: Motion by Commissioner Boutros, seconded by MPT McLain:
To approve the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 300 S. Old Woodward – RH. In addition, to authorize the Mayor and City Clerk to sign the Amended Contract for an Economic Development Liquor License on behalf of the City.

In reply to Commissioner Boutros, Mr. Saroki explained the new design would allow the restaurant to face S. Old Woodward, which he said would be advantageous to the City's urban environment in that area.

Commissioner Host expressed a concern about the development's parking deficit, and noted that the two nearby parking decks have a waiting list for parking permits.

The Mayor explained that the waiting list in the two nearby decks is for monthly parking permits, which does not correlate to the number of daily and transient spaces available in the decks. She stated that Commissioner Host's concerns were noted.

ROLL CALL VOTE: Ayes, MPT McLain
 Commissioner Boutros
 Mayor Longe
 Commissioner Haig

 Nays, Commissioner Host

VII. NEW BUSINESS

02-032-23 Public Hearing to amend Article 4, Section 4.44, Article 3, Section 3.04, Article 3, Section 3.16, and Article 9, Section 9.02 to provide clear and enforceable outdoor dining standards

The Mayor opened the public hearing at 8:04 p.m.

PD Dupuis presented the request to table consideration.

Seeing no public comment, the Mayor closed the public hearing at 8:05 p.m.

PD Dupuis answered brief informational questions from the Commission.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Haig:
To table consideration of the ordinance amendments to Article 4, Section 4.44, Article 3, Section 3.04, Article 3, Section 3.16, and Article 9, Section 9.02 to provide staff with time to adjust the proposed language and address the concerns of the City Commission.

ROLL CALL VOTE: Ayes, MPT McLain
 Commissioner Boutros
 Mayor Longe
 Commissioner Haig
 Commissioner Host

 Nays, None

02-033-23 2022 Liquor License Establishment Review and Consideration for 2023 License Renewal (Part 1)

The Mayor noted that La Strada Italian Kitchen and Bar would be handled as a separate item. She stated she would recuse herself from its consideration based on her spouse's present business relationship with the applicant.

MOTION: Motion by Commissioner Boutros, seconded by MPT McLain:

To approve the renewal of liquor licenses for the 2023 licensing period for the following establishments holding a Class B, Class C, or Microbrewery Liquor License that are in compliance with Chapter 10, Alcoholic Liquors of the City Code:

- 220 Merrill
- Adachi
- All Seasons Senior Living (Hospitality of Birmingham)
- Bella Piatti, LLC
- Birmingham Pub
- Birmingham Theater
- Brooklyn Pizza
- Churchills Bistro
- Community House
- Dick O'Dows
- Elie's Mediterranean
- EM
- Emagine Palladium
- Fleming's Prime Steakhouse
- Forest Grill 2, LLC
- Griffin Claw Brewing Company
- Hazel Ravines & Downtown
- Hyde Park Steak House
- Lincoln Hills Golf Course
- Luxe Bar and Grille
- Mare Mediterranean
- Market North End
- Phoenicia Restaurant
- Salvatore Scallopini
- Sidecar/Slice/Shift
- Social Kitchen and Bar LLC
- Springdale Golf Course
- Streetside Seafood
- Sushi Japan
- Tallulah Wine Bar & Bistro
- The Daxton Hotel
- The Morrie Birmingham, LLC
- Townhouse Kitchen & Bar LLC
- Townsend
- Whistlestop
- Zana

Commissioners Host and Boutros thanked the Staff for their work on the item.

VOICE VOTE: Ayes, MPT McLain
 Commissioner Boutros
 Mayor Longe
 Commissioner Haig
 Commissioner Host

Nays, None

02-034-23 2022 Liquor License Establishment Review and Consideration for 2023 License Renewal (Part 2)

The Mayor stepped out of the room based on her recusal from the item. MPT McLain assumed facilitation of the meeting.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Haig:
To approve the renewal of liquor licenses for the 2023 licensing period for the following establishments holding a Class B, Class C, or Microbrewery Liquor License that are in compliance with Chapter 10, Alcoholic Liquors of the City Code:

- La Strada Italian Kitchen and Bar

VOICE VOTE: Ayes, MPT McLain
 Commissioner Boutros
 Commissioner Haig
 Commissioner Host

Nays, None

02-035-23 2022 Liquor License Establishment Review and Consideration for 2023 License Renewal (Part 3)

The Mayor resumed facilitation of the meeting.

PC Grewe answered brief informational questions from the Commission.

CA Kucharek clarified that the Commission would be able to determine whether each establishment's proposed corrective action was sufficient, and to determine whether the City should file objections with the Michigan Liquor Control Commission for the renewal of the listed establishments' licenses.

Commissioner Host noted that Toast had 27 excess interior seats, in violation of its SLUP, for the last four years in a row. He stated that they have been a persistent offender.

MOTION: Motion by Commissioner Boutros, seconded by MPT McLain:
To make a motion adopting a resolution to set public hearings on Monday, March 27, 2023 to consider whether the City Commission shall file objections with the Michigan Liquor Control Commission for the renewal of licenses held by the following establishments that are in violation of Chapter 10, Alcoholic Liquors of the City Code:

- Casa Perno
- Papa Joe's/Bistro Joe's
- Toast
- Whole Foods

AND

Further, to direct the City Manager to notify the owners and operators of licensed establishments for which a public hearing is set via first class certified mail, to inform them of the public hearing date set for the March 27, 2023 7:30 p.m. City Commission meeting, and inform them that they may submit any written material for consideration by the City Commission prior to or at the public hearing, that the licensee or counsel of licensee may appear at the hearing in person or via zoom, and that the licensee or counsel of licensee may present witnesses or written evidence for City Commission consideration at the public hearing.

VOICE VOTE: Ayes, MPT McLain
Commissioner Boutros
Commissioner Haig
Commissioner Host
Mayor Longe

Nays, None

Commission Items for Future Discussion

02-036-23 To Discuss Benches, Little Library, and Corner Designation in Honor of Pat Andrews

MOTION: Motion by Commissioner Host, seconded by MPT McLain:

To discuss the potential dedication of benches, little library, and corner designation in honor of Pat Andrews.

VOICE VOTE: Ayes, MPT McLain
 Commissioner Boutros
 Commissioner Haig
 Commissioner Host
 Mayor Longe

Nays, None

Commission Discussion On Items From A Prior Meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to the Multi Modal Transportation Board
- B. Commissioner Comments

Mayor Longe noted that once CA Kucharek provides further clarification regarding the proposed Code of Conduct, the Commission would have 14 calendar days from that date to submit comment to the City Manager.

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. 2nd Quarter Investment Reports
 - 2. 2nd Quarter Financial Reports
 - 3. Train Emergency Response and Safety Staff Report
 - 4. City Manager's Report

ACM Ecker presented the item.

- 5. City Manager Selection Next Steps - Save the Date

Mayor Longe presented the item.

Commissioners Boutros and Haig noted they would be unavailable on the proposed special meeting date of March 20, 2023.

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 8:35 p.m.

Alexandria Bingham, City Clerk



Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 03/01/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
290840	*	005358	AARON'S EXCAVATING INC	1,400.00
290841		BDREFUND	ADDIXION LLC	400.00
290842		BDREFUND	AHMAD, FARIS	840.00
290843		009440	ALLIANCE ENTERTAINMENT, LLC	497.72
290844		BDREFUND	AMERICAN POOL SERVICE INC	500.00
290845	*	003703	AT&T MOBILITY	838.16
290846		000843	BAKER & TAYLOR BOOKS	17.24
290847		BDREFUND	BASEMENT WATERPROOFING FOUNDATION	223.75
290848		003526	BOUND TREE MEDICAL, LLC	146.68
290849		BDREFUND	BRANDYWINE CONSTRUCTION LLC	800.00
290850		BDREFUND	BRICKWORKS PROPERTY RESTORATION	200.00
290851		005717	BSB COMMUNICATIONS, INC.	1,268.75
290852	*	003904	CAPITAL ONE BANK	2,063.13
290853		BDREFUND	CAPPUSO BUILDING LLC	400.00
290854	*	008540	CERTIFIED LABORATORIES	482.77
290855		007134	CERTIFIED POWER, INC	129.03
290856		009168	CHET'S CLEANING INC	350.00
290857		000605	CINTAS CORPORATION	398.66
290858	*	000605	CINTAS CORPORATION	119.01
290859		BDREFUND	CITYWIDE RESTORATION LLC	200.00
290860	*	000627	CONSUMERS ENERGY	14,010.18
290861		MISC	CRISTIAN CERRITOS	73.00
290862	*	TAXMISC	DEVON TITLE AGENCY	1,443.74
290863		BDREFUND	DIAMOND CREEK HOMES INC	100.00
290864		BDREFUND	DIRANI, HANI	125.00
290865		BDREFUND	DODAJ, KRISTJAN	100.00
290866		009583	DOUG MANIGOLD	241.00
290867		BDREFUND	DROBOT CUSTOM BUILDING INC	100.00
290868	*	000179	DTE ENERGY	29.68
290869	*	000179	DTE ENERGY	200.66
290870	*	000179	DTE ENERGY	4,959.41
290871	*	000179	DTE ENERGY	174.21
290872	*	000179	DTE ENERGY	142.00
290873		000179	DTE ENERGY	14.89
290874	*	000179	DTE ENERGY	496.55
290875	*	000179	DTE ENERGY	17.50
290876	*	000179	DTE ENERGY	1,780.84
290877	*	000179	DTE ENERGY	47.16
290878	*	000179	DTE ENERGY	301.70
290879	*	000179	DTE ENERGY	5,893.06
290880	*	000179	DTE ENERGY	1,929.05
290881	*	000179	DTE ENERGY	5,159.26

City of Birmingham
Warrant List Dated 03/01/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
290882	*	000179	DTE ENERGY	3,140.29
290883	*	000179	DTE ENERGY	14.89
290884	*	000179	DTE ENERGY	1,703.64
290885	*	000179	DTE ENERGY	48.34
290886	*	000179	DTE ENERGY	15.69
290887	*	000179	DTE ENERGY	65.11
290888	*	000179	DTE ENERGY	540.67
290889	*	000179	DTE ENERGY	41.37
290890	*	000180	DTE ENERGY	8,344.12
290891	*	009340	DVM UTILITIES	140,065.50
290892		004493	ELITE IMAGING SYSTEMS, INC	450.00
290893		001124	EMPCO INCORPORATED	2,704.00
290894	*	009100	ENZO WATER SERVICE	330.00
290895	*	TAXMISC	ERIC D SACHS REVOC TRUST	75.06
290896	*	BDREFUND	ERIC KETELSEN	100.00
290897		003253	ESRI, INC	9,015.62
290898		001495	ETNA SUPPLY	25,750.00
290899		005651	FINDAWAY WORLD, LLC	911.85
290900		005964	FIRE SUPPRESSION PRODUCTS, INC	1,320.00
290901		007366	FIRST ADVANTAGE OCCUPATIONAL CORP	534.60
290902		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	516.25
290903		BDREFUND	GITTLEMAN CONSTRUCTION INC.	500.00
290904	*	004604	GORDON FOOD	205.46
290905		BDREFUND	GREAT LAKES CUSTOM BUILDER LLC	700.00
290906	*	008007	GREAT LAKES WATER AUTHORITY	8,155.24
290907	*	006666	GRID 4 COMMUNICATIONS INC.	223.69
290908	*	001956	HOME DEPOT CREDIT SERVICES	598.88
290909	*	007211	HOME DEPOT CREDIT SERVICES	22.96
290910	*	009563	HOWIES HOCKEY INC	105.30
290911		BDREFUND	HUNTER ROBERTS HOMES	20,000.00
290912		BDREFUND	IDEAL BUILDERS AND REMODELING INC	900.00
290913		001090	INGRAM LIBRARY SERVICES	4,172.68
290914		008564	JERRY'S TIRE INC	96.00
290915		BDREFUND	KBJ GROUP, LLC	300.00
290916		BDREFUND	KEARNS BROTHERS INC	100.00
290917		000891	KELLER THOMA	247.50
290918		008450	KNOWBE4, INC	7,345.00
290919		BDREFUND	KYLE BUILDERS INC	200.00
290920		009606	FOCUS INTERNATIONAL SOLUTIONS DBA	895.00
290921		BDREFUND	LAMARCO HOMES LLC	400.00
290922	*	009581	LAW ENFORCEMENT SEMINAR, LLC	425.00
290923		BDREFUND	LEVINE & SONS INC	1,600.00
290924		009375	LITHIA MOTORS, INC SUPPORT SERVICES	3,884.20

City of Birmingham
Warrant List Dated 03/01/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
290925		BDREFUND	LIVE WELL CUSTOM HOME LLC	400.00
290926		BDREFUND	LIVING SPACE DETROIT	200.00
290927		BDREFUND	LMB PROPERTIES LLC	1,400.00
290928		007910	MACALLISTER RENTALS	2,476.00
290929		009169	MANAGEENGINE	1,765.00
290930		BDREFUND	MANDARINO CONSTRUCTION LLC	100.00
290931		009546	MASTERS TELECOM	68.45
290931	*	009546	MASTERS TELECOM	68.45
290932		MISC	MCMASTER-CARR	14.25
290933	*	009585	MECHAM MECHANICAL SERVICES, INC	280.00
290934		MISC	MICHAEL MCCARTHY	6.00
290935		BDREFUND	MICHIGAN ASPHALT PAVING	100.00
290936		BDREFUND	NEWMYER INC.	100.00
290937		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00
290938	*	003461	OBSERVER & ECCENTRIC	182.40
290939		004370	OCCUPATIONAL HEALTH CENTERS	189.00
290940	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,048.03
290941	*	009578	OLIVIA PARKIN	552.00
290942		001626	OXFORD OVERHEAD DOOR SALES CO.	330.00
290943		MISC	PATRICK OBRIEN	38.00
290944	*	006691	SCOT POUNDERS	47.00
290945		004137	R & R FIRE TRUCK REPAIR INC	253.56
290946	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
290947		BDREFUND	RENEWAL BY ANDERSEN	500.00
290948		BDREFUND	RENEWAL BY ANDERSEN LLC	500.00
290949		BDREFUND	ROGER WADE YOUNG	100.00
290950		BDREFUND	ROMA CEMENT CO INC	100.00
290951	*	009603	SERV-ICE REFRIGERATION, INC	863.64
290952		BDREFUND	SHKRELI, NICHOLAS C	500.00
290953	*	009009	SIGNATURE CLEANING LLC	6,240.47
290955	*	007907	SP+ CORPORATION	3,114.00
290956		BDREFUND	STEVE'S CONCRETE	100.00
290957		BDREFUND	THE PLUMBEROLOGIST LLC	15.00
290958		005806	ULINE	174.30
290959	*	000293	VAN DYKE GAS CO.	421.35
290960	*	000158	VERIZON WIRELESS	1,253.35
290961		006491	VILLAGE AUTOMOTIVE INC	271.59
290962		BDREFUND	W. L. DECKER CONTRACTOR, INC.	11,000.00
290963		001490	WEST SHORE FIRE INC	243.50
290964		MISC	WHEN TO WORK, INC	520.00
290965		004512	WOLVERINE POWER SYSTEMS	415.00
290966	*	008391	XEROX CORPORATION	35.47

5B

SUBTOTAL PAPER CHECK

\$331,502.36

City of Birmingham
Warrant List Dated 03/01/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>ACH TRANSACTION</u>				
7341		009126	AMAZON CAPITAL SERVICES INC	164.97
7342		009126	AMAZON CAPITAL SERVICES INC	6.99
7343		009126	AMAZON CAPITAL SERVICES INC	209.86
7344		009126	AMAZON CAPITAL SERVICES INC	21.57
7345		009126	AMAZON CAPITAL SERVICES INC	7.84
7346		009126	AMAZON CAPITAL SERVICES INC	20.98
7347		009126	AMAZON CAPITAL SERVICES INC	15.30
7348		009126	AMAZON CAPITAL SERVICES INC	20.86
7349		009126	AMAZON CAPITAL SERVICES INC	69.99
7350		009126	AMAZON CAPITAL SERVICES INC	129.99
7351		009126	AMAZON CAPITAL SERVICES INC	79.95
7352		009126	AMAZON CAPITAL SERVICES INC	47.23
7353		009126	AMAZON CAPITAL SERVICES INC	47.23
7354		009126	AMAZON CAPITAL SERVICES INC	24.99
7355		009126	AMAZON CAPITAL SERVICES INC	101.94
7356		009126	AMAZON CAPITAL SERVICES INC	82.51
7357	*	009126	AMAZON CAPITAL SERVICES INC	23.97
7358	*	009126	AMAZON CAPITAL SERVICES INC	40.69
7359		009126	AMAZON CAPITAL SERVICES INC	7.75
7360		009126	AMAZON CAPITAL SERVICES INC	37.98
7361		009126	AMAZON CAPITAL SERVICES INC	25.86
7362	*	000518	BELL EQUIPMENT COMPANY	318.79
7363	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	3,725,078.62
7364	*	006999	CHRISTOPHER DEMAN	109.00
7365	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	225.66
7366	*	000565	DORNBOS SIGN & SAFETY INC	290.80
7367	*	007314	FLEIS AND VANDENBRINK ENG. INC	3,048.75
7368	*	000243	GRAINGER	500.51
7369	*	001672	HAYES PRECISION INC	225.00
7370		000261	J.H. HART URBAN FORESTRY	22,717.50
7371		009298	JCR SUPPLY INC	61.49
7372	*	003458	JOE'S AUTO PARTS, INC.	1,015.36
7373		004085	KONE INC	596.35
7374	*	005550	LEE & ASSOCIATES CO., INC.	946.44
7375		002013	MIDWEST TAPE	587.13
7376		001194	NELSON BROTHERS SEWER	771.00
7377	*	009276	NEWTONS SOLUTIONS LLC	400.00
7378		001864	NOWAK & FRAUS ENGINEERS	15,894.00
7379	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,378,615.61
7380	*	006853	PAUL C SCOTT PLUMBING INC	400.00
7381	*	000478	ROAD COMM FOR OAKLAND CO	781.46
7382	*	001181	ROSE PEST SOLUTIONS	292.00

City of Birmingham
Warrant List Dated 03/01/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
7383		009301	SECURE-CENTRIC INC	1,270.08
7384		005787	SOUTHEASTERN EQUIPMENT CO. INC	24.17
7385	*	000969	VIGILANTE SECURITY INC	432.00
7386	*	002974	VILLAGE OF BEVERLY HILLS	106,022.11
7387		002088	WM. CROOK FIRE PROTECTION CO.	9,427.07
SUBTOTAL ACH TRANSACTION				\$5,271,239.35
GRAND TOTAL				\$5,602,741.71

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mark Gerber
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.

City of Birmingham

Warrant List Dated 03/08/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
290967		005430	21ST CENTURY MEDIA- MICHIGAN	1,469.50
290967	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,621.25
290968		008106	ACUSHNET COMPANY	1,130.33
290969		009440	ALLIANCE ENTERTAINMENT, LLC	197.43
290970	*	009393	AMANDA MCBRIDE	800.00
290971	*	MISC	AMERICAN ATHLETIX	461.01
290972		000500	ARTECH PRINTING INC	279.00
290973	*	006759	AT&T	3,701.97
290974	*	004027	AUTOMATED BENEFIT SVCS INC	44,261.17
290975		000843	BAKER & TAYLOR BOOKS	13.44
290976		009568	BEDROCK EXPRESS LTD	599.25
290977		003526	BOUND TREE MEDICAL, LLC	1,909.84
290978	*	009280	BRENT JACKSON	72.05
290979	*	006953	JACQUELYN BRITO	25.00
290980		005717	BSB COMMUNICATIONS, INC.	362.50
290981		008385	CALLAWAY GOLF	245.10
290982	*	009078	CANON SOLUTIONS AMERICA INC	163.20
290984		007732	CAPITAL TIRE, INC.	321.24
290985		000443	CCH INCORPORATED	227.89
290986	*	000444	CDW GOVERNMENT INC	856.51
290987		007134	CERTIFIED POWER, INC	195.30
290988	*	MISC	CHAD CHECK	42.00
290989		MISC	CIDL	18.95
290990	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,624.44
290991		002234	CMP DISTRIBUTORS INC	1,663.00
290992		007774	COMCAST BUSINESS	1,248.04
290993	*	000627	CONSUMERS ENERGY	4,841.37
290994	*	008801	COSTAR REALTY INFORMATION, INC	918.00
290995	*	009599	CRISTINA SHEPPARD-DECIUS	42.83
290996		009024	THE D.M. BURR GROUP	4,711.20
290997		006104	DAPHNE'S HEADCOVERS	690.16
290998		MISC	DBUSINESS	17.95
290999	*	007498	RONALD L. DIX	53.71
291000	*	000179	DTE ENERGY	16.65
291001	*	000179	DTE ENERGY	60.60
291002	*	000179	DTE ENERGY	175.79
291003	*	000179	DTE ENERGY	55.20
291004		002460	EASTERN MICHIGAN UNIVERSITY	1,750.00
291005		MISC	EASTERN MICHIGAN UNIVERSITY	44.95
291006		000493	ED RINKE CHEVROLET BUICK GMC	4,922.98
291007	*	TAXMISC	EDGE OF 14 LLC	979.79
291008		008164	GARY EISELE	55.00

City of Birmingham
Warrant List Dated 03/08/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
291009		009425	ENCURATE MOBILE TECHNOLOGY	300.00
291010		000585	FARMINGTON COMM. LIBRARY	8,833.01
291011	*	004514	FEDEX OFFICE	199.80
291012	*	MISC	FERNDALE FIRE RESCUE	1,800.00
291013	*	004604	GORDON FOOD	1,130.98
291014		000249	GUARDIAN ALARM	30.00
291015	*	001956	HOME DEPOT CREDIT SERVICES	1,024.10
291016		000948	HYDROCORP	1,381.00
291017		001090	INGRAM LIBRARY SERVICES	7,763.86
291019	*	009559	JENETTE MAITZ	784.00
291020	*	MISC	JOHN, MARGARET	80.00
291021	*	009403	JUSTIN ZAYID	300.00
291022	*	009386	LAW OFFICE OF BRIAN P. FENECH	2,100.00
291023	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	800.00
291024		008518	LERMA, INC	60.00
291025		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	177.60
291026		009375	LITHIA MOTORS, INC SUPPORT SERVICES	1,379.67
291027		008551	M & K TRUCK CENTERS	732.67
291028		006632	MAX R	297.00
291029		008793	MERGE MOBILE, INC.	73.00
291030		001058	MI HISTORIC PRESERVATION NETWORK	290.00
291031	*	009483	MICHAEL BERNAL	107.42
291032	*	007019	MICHIGAN DOWNTOWN ASSOC.	210.00
291033	*	000668	NATIONAL TIME & SIGNAL CORP	895.00
291034	*	004827	NICK'S MAINTENANCE SERVICE	10,700.00
291035	*	009478	ODP BUSINESS SOLUTIONS, LLC	321.63
291036		008669	OHM ADVISORS INC	6,456.50
291037		006785	OVERDRIVE, INC.	14,996.46
291038	*	TAXMISC	PETER & CHRISTINE GLASIER	27.21
291039		009612	PLAYAWAY PRODUCTS LLC	265.45
291040		MISC	PROFESSIONAL MOVERS	300.00
291041	*	009397	RABAA PLLC	500.00
291042		MISC	RAWSON MEMORIAL DISTRICT LIBRARY	22.99
291043	*	002806	SAM'S CLUB/SYNCHRONY BANK	463.72
291044	*	004202	SHRED-IT USA	337.52
291045		MISC	SIGNY KLEIN	27.49
291046	*	009587	REPCOLITE PAINTS INC	15.36
291047		007907	SP+ CORPORATION	9,660.00
291048		001005	STATE OF MICHIGAN	400.00
291049	*	008287	SUNBELT RENTALS INC	8,325.59
291050		MISC	SYMBOL ARTS	1,040.50
291051	*	008454	TASTE THE LOCAL DIFFERENCE	360.00
291052	*	BDREFUND	TIP TOP SELLS LLC	500.00

City of Birmingham

Warrant List Dated 03/08/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
291053	*	MISC	TODD BORSE	49.78
291054		009552	TRAFFIC & SAFETY CONTROL SYSTEMS	53,523.00
291055	*	004379	TURNER SANITATION, INC	340.00
291056	*	001279	US FIGURE SKATING ASSOC.	390.00
291057	*	000293	VAN DYKE GAS CO.	112.36
291058	*	MISC	VARBEDIAN LUCKEN, SUSAN	75.00
291059	*	000158	VERIZON WIRELESS	781.92
291060	*	000158	VERIZON WIRELESS	846.43
291061		MISC	VICTORIA NAUMANN	62.00
291062		004497	WATERFORD REGIONAL FIRE DEPT.	157.85
291063		002171	WEISSMAN'S COSTUMES	(274.24)
291063	*	002171	WEISSMAN'S COSTUMES	392.04
291064		001490	WEST SHORE FIRE INC	1,695.45
291065		007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	59,300.00
291066	*	009460	BRANDON WYNN	19.65
SUBTOTAL PAPER CHECK				\$285,786.36

ACH TRANSACTION

30		009126	AMAZON CAPITAL SERVICES INC	(3.98)
30	*	009126	AMAZON CAPITAL SERVICES INC	29.84
31	*	009126	AMAZON CAPITAL SERVICES INC	6.49
32		009126	AMAZON CAPITAL SERVICES INC	6.29
7391	*	002284	ABEL ELECTRONICS INC	350.00
7392	*	008226	KATHERINE ABELA	1,351.00
7393		009550	ALLIED BUILDING SERVICES OF DETROIT	5,285.00
7394		009126	AMAZON CAPITAL SERVICES INC	92.90
7395		009126	AMAZON CAPITAL SERVICES INC	22.12
7396		009126	AMAZON CAPITAL SERVICES INC	85.48
7397		009126	AMAZON CAPITAL SERVICES INC	63.16
7398		009126	AMAZON CAPITAL SERVICES INC	90.99
7399		009126	AMAZON CAPITAL SERVICES INC	399.00
7400		009126	AMAZON CAPITAL SERVICES INC	16.19
7401		009126	AMAZON CAPITAL SERVICES INC	70.69
7402		009126	AMAZON CAPITAL SERVICES INC	153.40
7403		009126	AMAZON CAPITAL SERVICES INC	59.88
7404		009126	AMAZON CAPITAL SERVICES INC	47.66
7405		009126	AMAZON CAPITAL SERVICES INC	139.98
7406		009126	AMAZON CAPITAL SERVICES INC	105.73
7407		009126	AMAZON CAPITAL SERVICES INC	43.71
7408		009126	AMAZON CAPITAL SERVICES INC	99.90
7409		009126	AMAZON CAPITAL SERVICES INC	380.50
7410		009126	AMAZON CAPITAL SERVICES INC	138.08
7411	*	009126	AMAZON CAPITAL SERVICES INC	153.90
7412	*	009126	AMAZON CAPITAL SERVICES INC	13.09

City of Birmingham
Warrant List Dated 03/08/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
7413	*	009126	AMAZON CAPITAL SERVICES INC	47.98
7414		009126	AMAZON CAPITAL SERVICES INC	14.99
7415		009126	AMAZON CAPITAL SERVICES INC	26.99
7416		009126	AMAZON CAPITAL SERVICES INC	151.98
7417		009126	AMAZON CAPITAL SERVICES INC	20.70
7418		009126	AMAZON CAPITAL SERVICES INC	10.49
7419		009126	AMAZON CAPITAL SERVICES INC	11.99
7420		009126	AMAZON CAPITAL SERVICES INC	15.98
7421		009126	AMAZON CAPITAL SERVICES INC	66.60
7422	*	009126	AMAZON CAPITAL SERVICES INC	335.11
7423		009126	AMAZON CAPITAL SERVICES INC	5.99
7424	*	009383	BATTI LAW PLLC	900.00
7425	*	000517	BEIER HOWLETT P.C.	445.50
7426	*	000518	BELL EQUIPMENT COMPANY	1,040.00
7427	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	367,562.36
7428	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	207.40
7429		009183	BOB ADAMS TOWING	236.90
7430	*	003282	LISA MARIE BRADLEY	322.00
7431	*	008983	BRENNA SANDLES	252.25
7432	*	009122	CLAIRE CHUNG	586.50
7433		000605	CINTAS CORPORATION	171.06
7434		000605	CINTAS CORPORATION	72.40
7435		000605	CINTAS CORPORATION	403.14
7436	*	008044	CLUB PROPHET	540.00
7437	*	009195	CROWN CASTLE FIBER LLC	4,664.58
7438	*	000565	DORNBOS SIGN & SAFETY INC	852.55
7439	*	001077	DUNCAN PARKING TECH INC	6,393.15
7440	*	007314	FLEIS AND VANDENBRINK ENG. INC	1,417.20
7441	*	000243	GRAINGER	1,915.93
7442	*	009449	BRYAN GRULKE	110.04
7443	*	001672	HAYES PRECISION INC	235.00
7444		007927	MICHELLE HOLLO	1,058.75
7445		000331	HUBBELL ROTH & CLARK INC	10,600.00
7446	*	009390	IDUMESARO LAW FIRM, PLLC	850.00
7447	*	008851	INSIGHT INVESTMENT	6,414.97
7448		000261	J.H. HART URBAN FORESTRY	24,972.75
7448	*	000261	J.H. HART URBAN FORESTRY	46,068.75
7449		000186	JACK DOHENY COMPANIES INC	126.99
7450	*	009249	JCC CREATIVE LLC	250.00
7451	*	003458	JOE'S AUTO PARTS, INC.	624.79
7452	*	008827	KANOPY, INC	417.35
7453		004085	KONE INC	538.53
7454	*	009392	LAMB LEGAL CONSULTING SERVICES	1,340.00

City of Birmingham
Warrant List Dated 03/08/2023

Meeting of 03/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
7455	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,630.00
7456	*	005550	LEE & ASSOCIATES CO., INC.	9,798.00
7457	*	009398	MARCIA C ROSS PC	300.00
7458	*	001505	MEADOWBROOK INSURANCE GROUP	1,809.00
7459		002013	MIDWEST TAPE	7,899.78
7460	*	009242	MILES PARTNERSHIP LLLP	1,107.50
7461		008336	NBS COMMERCIAL INTERIORS	792.00
7462		001194	NELSON BROTHERS SEWER	1,400.00
7463		007755	NETWORK SERVICES COMPANY	1,503.90
7464	*	006359	NYE UNIFORM COMPANY	615.50
7465	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	269,185.56
7466	*	009395	ORLANDO LAW PRACTICE PC	70.00
7467		002852	QMI GROUP INC	105.00
7468	*	001181	ROSE PEST SOLUTIONS	74.00
7469	*	003466	ALAN SOAVE	25.00
7470		000254	SOCRRA	82,545.00
7471	*	001097	SOCWA	179,906.54
7472		005787	SOUTHEASTERN EQUIPMENT CO. INC	816.48
7473	*	009254	THOMAS M MARKUS	570.00
7474	*	002037	TOTAL ARMORED CAR SERVICE, INC.	281.45
7475		009266	US SIGNAL COMPANY LLC	6,946.09
7476		000298	VESCO OIL CORPORATION	93.25
7477	*	000969	VIGILANTE SECURITY INC	150.00
7478	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	2,064.06
7479		009128	WITMER PUBLIC SAFETY GROUP INC	53.68
7480	*	005360	WORRY FREE INC	7,200.00
7481	*	009379	YELLOW DOOR LAW	4,720.00
SUBTOTAL ACH TRANSACTION				\$1,073,162.43
GRAND TOTAL				\$1,358,948.79

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mark Gerber
 Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.



MEMORANDUM

Department of Public Services

DATE: March 3, 2023

TO: Thomas M. Markus, City Manager

Approved By: Scott D. Zielinski, DPS Director

FROM: Carrie Laird, Parks & Recreation Manager
Connie J. Folk, Recreation Coordinator

SUBJECT: Zamboni Ice Resurfacer Purchase

INTRODUCTION:

The Birmingham Ice Sports Arena operates a Zamboni year-round since re-opening in November, 2021. The Zamboni is the single most important piece of equipment for the Birmingham Ice Sports Arena and its reliability is critical for insuring safe and smooth ice conditions. This Zamboni is operated seven days per week at about fifteen (15) times per day resurfacing ice.

BACKGROUND:

The current 2012 Zamboni with a Hyundai engine has 5,700 hours of usage. In April of 2022, the header had to be replaced and the Zamboni was sent out for service. After several months it was returned in September, 2022 just to be resent out as the header failed and had to be rebuilt. The Zamboni was returned shortly thereafter in October 2022 and has been running without any issues. The current Zamboni is eleven (11) years old and has a Hyundai engine which Zamboni no longer builds hence the reason for the delay as replacement parts are unavailable and why the header had to be rebuilt. The City of Birmingham has purchased Zamboni's in 1972, 1987, 1997, 2012. The new Zamboni would be our fifth Zamboni over the past forty-nine years.

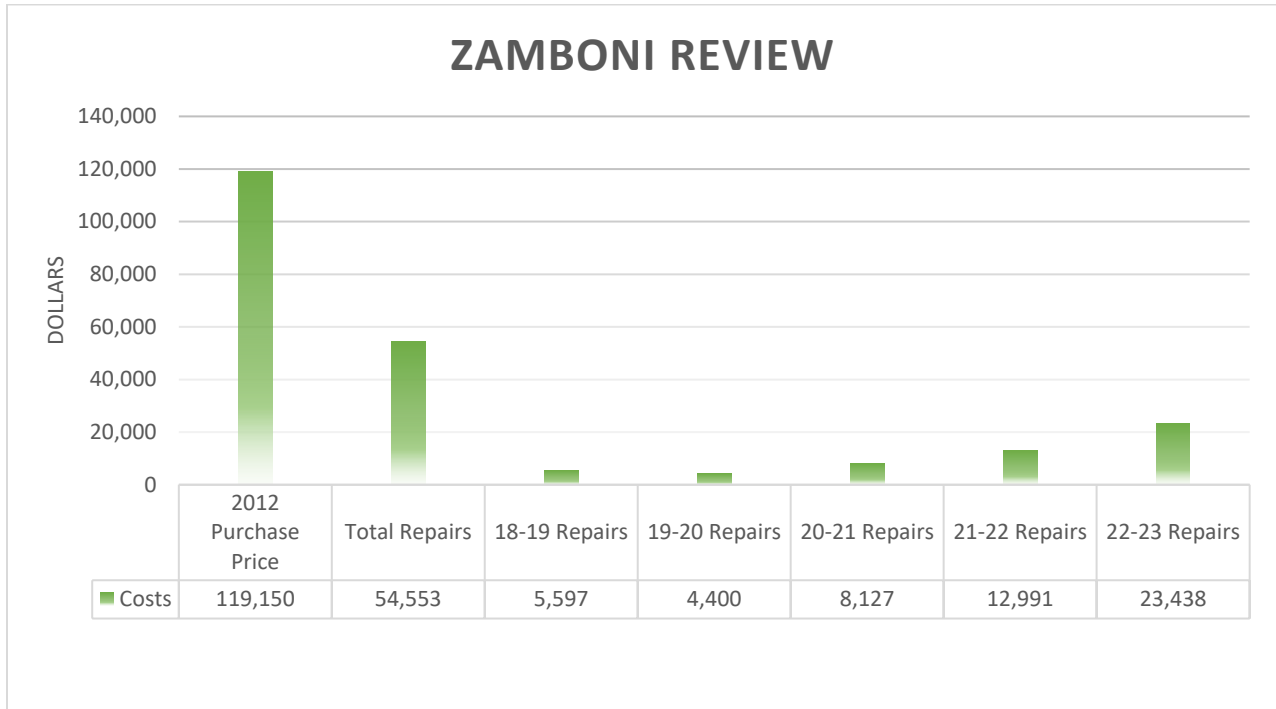
When the Zamboni was out for service in September 2022 a spare Zamboni was borrowed from Orchard Lake St. Mary's Ice Arena until our service company in Kalamazoo was able to provide a rental unit for our use. In doing so, there was no disruption to the arena facility operations and programs.

The Birmingham Ice Arena generates approximately \$430,000 in annual main ice rental revenues and poor ice conditions or cancellations would result in and be a leading cause in revenue reductions. On a weekly average the ice arena generates \$14,360 in rentals which includes main ice arena rentals, open skates, skate rentals and concessions. The estimated lost revenue does

not include studio skating classes or private parties in the studio ice arena that would have to be cancelled.

If the current 2012 Zamboni fails, the cost to rent a Zamboni from our service company in Kalamazoo would be \$750/per week. Another option is to rent an 84" Olympia ice resurfacer from the Hartland Ice House Arena for \$2,800/per week. The problem with renting the 84" Olympia ice resurfacer is the turning radius would be a close fit maneuvering between the studio and main arenas and our dump site because of the way the facility is set up.

The chart below describes the costs related to our existing Zamboni.



Staff began researching ice resurfacer equipment in 2022, recognizing the need for a new machine. This included speaking with and visiting other ice arenas both public and private, including U of M, Yost in Ann Arbor, Bowling Green University, OH and other local rinks in our area. Bowling Green University currently utilizes an Electric Zamboni with lithium ion batteries. Staff was able to see it in action and discuss in detail the performance and operational functionality. We also reviewed the propane run resurfacers like we currently have. While propane burns clean, the changing out of tanks can be burdensome, and it does require regular cleaning of the lines to keep performance up. Propane tanks must be refilled, creating a larger carbon footprint than the electric which is easily plugged in.

We requested a proposal from Zamboni, Inc. a provider of a governmental cooperative pricing arrangement, for an electric Lithium-Ion battery machine and also, as an alternative, a propane run Zamboni. Only one company manufactures Zamboni and there is about a seventeen month production for an electric Zamboni once the order is placed.

LEGAL REVIEW:

The City Attorney has reviewed the purchase agreement with Zamboni and has no objections to its form or content.

FISCAL IMPACT:

Equipment rental charges annually assessed to the Birmingham Ice Arena amount to approximately \$35,000 /year for the replacement of the Zamboni. This amount is charged to the Ice Arena Equipment Rental or Lease line item and is placed in the city's equipment fund for such items as maintenance and repairs, fuel and eventual replacement.

The base price of the electric unit is \$132,750 and with the additional deemed necessary optional equipment the total cost is \$192,718.80 with the Sourcewell governmental cooperative pricing. This purchase includes the required electrical charging station. The City is responsible for upgrading the electrical outlet to power the charging system for the Zamboni. Additionally, the price includes a 2-year subscription to Zamboni Connect, a software program designed to alert the customer and Zamboni to any necessary maintenance requirements for the resurfacers. Another attachment, Level Ice, helps the equipment operator to set the blade at the right level and adjusts automatically to the conditions of the ice ultimately resulting in more efficient operation of the equipment and less water usage.

The lithium batteries life span is 10 years with a replacement cost of \$20,000.

Alternatively, the price for a propane Zamboni like we currently have with the additional deemed necessary attachments is \$144,252.30.

Propane Zambonis are considered cleaner than those that are run by natural gas, a third option that we are not considering, however both create pollutants from the engine running. A short video about how electric ice resurfacers prevent toxic fumes can be found [here](#). The Department of Public Services has been satisfied with propane Zambonis over the years, however, because the lithium ion battery electric option is available and has proven to be successful for a period of at least 3 years, comes with a warranty of 2 years or 2,000 hours, is easy to use and charge, has zero emissions and is more sustainable, we are making the recommendation to purchase this electric model.

DPS has requested this purchase be included in the 2023-2024 Budget in the Auto Equipment Fund account #661.0-441.006-971.0100.

A \$25,000 deposit is required with placing the order for a new Zamboni. Money is available this current year in the above account for the deposit.

PUBLIC COMMUNICATIONS:

This purchase does not require Public Communications.

SUMMARY:

The Department of Public Services recommends the purchase of the Electric Zamboni model 552 AC (lithium batteries) and attachments as described in the proposal for a total purchase price of \$192,718.80. This model features zero battery maintenance and lithium-ion power that combine for the ultimate upgrade to the world's most popular electric ice resurfacers. Lithium-ion batteries

charge quickly between resurfacings, eliminating the need for overnight charging. Sealed zero maintenance batteries are truly emission-free. Charging is controlled by battery management system to optimize charging and balancing. This model has strong conveyor performance at any speed.

There is a twenty-four (24) month or 2,000 hour warranty, whichever comes first.

Once ordered, shipment is 500 days or sooner.

ATTACHMENTS:

- Purchase agreement between Zamboni Company USA Inc. and the City including the required Insurances
- Attachment A of Agreement: Proposal from Zamboni

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the agreement with Zamboni Company USA, Inc. for the purchase of an Electric Zamboni model 552 AC lithium battery option in an amount not to exceed \$192,718.80. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. The \$25,000 deposit will be paid out of account #661.0-441.006-971 immediately. Funding for the remainder of the purchase has been requested and budgeted in account #661.0-441.006-971.0100 for the 2023-2024 fiscal year.

**AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM &
ZAMBONI COMPANY USA, INC.**

THIS AGREEMENT is entered into this _____ day of _____, 2023, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Zamboni Company USA, Inc., 15714 Colorado Ave., Paramount, CA 90723 USA, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to purchase for its ice arena one (1) Model 552 AC Lithium Ion Electric Zamboni with additional equipment, as more fully described in Attachment "A" through a governmental cooperative purchasing arrangement; and

WHEREAS, Vendor has qualifications that meet the purchase requirements and has provided a response and cost proposal.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the Vendor's Quotation shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this agreement and the Vendor's Quotation, the terms of this Agreement shall prevail.

2. WARRANTY: This Agreement shall have a warranty for the Model 552 AC Electric Zamboni described in Attachment A for a term of twenty-four (24) months from the date of acceptance or 2000 hours, whichever comes first, parts replacement only. The products offered shall be standard new equipment, current model or most recent regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Vendor further warrants and represents that components or deliverables specified and furnished by or through the Vendor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error free in operation and guaranteed against faulty material and workmanship for the warranty period, or for two (2) years from the date of acceptance, or 2000 hours, whichever comes first. During the project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through the Vendor shall be repaired or replaced by Vendor at no cost or expense to the City.

3. TERM: This is an outright purchase and shall have no term.

4. TERMS OF PAYMENT: The Vendor will invoice the City for the sale. A \$25,000 deposit will be invoiced with the order. Shipment 500 days or sooner from receipt of order. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

5. PERSONNEL: Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Vendor 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor 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 Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT VENDOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor nor its employees shall be construed as employees of 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 nor the Vendor 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 Vendor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: The Vendor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Vendor is subject, Vendor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor and any entity or person for whom the Vendor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf 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 City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Vendor including its

employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

10. STANDARD INSURANCE REQUIREMENTS: The Vendor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Vendor 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.

For Sole Proprietorships: Vendor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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

D. Proof of Insurance Coverage: Vendor shall provide the City of Birmingham 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, or a signed and notarized copy of the Sole Proprietor Form;
- 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, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

11. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Scott Zielinski

Vendor: Zamboni Company, Inc.
15714 Colorado Ave.
Paramount, California 90723 USA

12. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

13. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

14. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Vendor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

15. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

16. FAILURE TO PERFORM. If Vendor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

17. LEGAL PROCEEDINGS: 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 a federal or state court with jurisdiction over Oakland County, Michigan.

18. RESPONSE TO GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated February 16, 2023, to the governmental cooperative purchasing arrangement. In the event of a conflict in any of the terms of this Agreement and the Vendor's February 16, 2023 response, the terms of this Agreement shall prevail.

19. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham 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 City of Birmingham.

THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK

20. **IN WITNESS WHEREOF**, the parties hereto agree to be bound by the above terms and conditions, and Vendor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Zamboni Company USA, Inc.

By: *[Signature]*

Its: REGIONAL SALES MANAGER

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2023, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public
County, Michigan

Acting in _____ County, Michigan

My commission expires: _____

SEE NEXT PAGE

CITY OF BIRMINGHAM:

APPROVED:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Thomas M. Markus

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

Scott D. Zielinski

Scott D. Zielinski, PE, DPS Director
(Approved as to substance)

Mary M. Kucharek

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

Mark A. Gerber

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 08th day of March, 2023, by
Date Month Year

(1) Douglas L. Peters

(and (2) _____),
Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement for Equipment Purchase

Document Date: March 08, 2023 Number of Pages: 06

Signer(s) Other Than Named Above: N/A

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 3130 Crow Canyon PI, Ste. 400 San Ramon, CA 94583 925 463-0192	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
	E-MAIL ADDRESS: CertsCA@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Zamboni Company USA, Inc. 15714 Colorado Ave. Paramount, CA 90723	INSURER A: Federal Insurance Company NAIC # 20281	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:\$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			35318690LAO	06/01/2022	06/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73598113	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			79702407	06/01/2022	06/01/2023	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71756168	03/01/2023	03/01/2024	<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

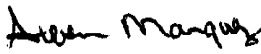
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is subject to policy limits, conditions and exclusions.

Evidence of Insurance Only.

CERTIFICATE HOLDER

CANCELLATION

Zamboni Company USA, Inc. 15714 Colorado Ave. Paramount, CA 90723	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 



ATTACHMENT A

ZAMBONI COMPANY USA, INC.

15714 Colorado Ave. Paramount, CA 90723 USA ☎ +1 562 633 0751 📠 +1 562 633 9365 zamboni.com

February 16, 2023

Connie J Folk
City of Birmingham
2300 East Lincoln
Birmingham, MI 48009



PROPOSAL

“The principal product you have to sell is the ice itself.”

– Frank J. Zamboni

Maintaining an ice surface presents a multitude of challenges. Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder’s commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

MODEL 552AC:

Clean ice. Clean air. Clear choice. Building upon the solid reputation of its predecessor, the Model 552AC features worry-free AC motors and controls, introducing new efficiencies and virtually eliminating associated maintenance. The battery package is easy to access and maintain. Proven and dependable controls built for tough industrial applications. Microprocessor controlled smart chargers deliver long battery life. The Model 552AC provides a low maintenance option for your high maintenance surface.

MODEL 552AC LITHIUM-ION (OPTIONAL):

Zero battery maintenance and lithium-ion power combine for the ultimate upgrade to the world’s most popular electric ice resurfacer. Lithium-ion batteries charge quickly between resurfacings, eliminating overnight charging. Sealed zero maintenance batteries are truly emission-free. Charging is controlled by battery management system to optimize charging and balancing. Strong conveyor performance at any speed. Our unrivaled down pressure system ensures that all you leave behind is perfect.

INNOVATION:

Our commitment to constant innovation is an investment in the end product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent end result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing machines facilitates savings of time and valuable resources.

ZAMBONI
5D®

QUALITY:

Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

VALUE:

Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

MACHINE SPECIFICATIONS:

Machine specifications are also available online. Please copy the web links below into your browser.
https://zamboni.com/wp-content/uploads/specs/552AC_specs.pdf
https://zamboni.com/wp-content/uploads/specs/552AC_Lithium-ion_specs.pdf

MANUFACTURER'S STATEMENT:

This machine is proudly designed and manufactured in Paramount, California by Zamboni Company USA, Inc., a United States company.

WARRANTY:

Twenty-Four (24) months or 2,000 hours, whichever comes first, parts replacement only.

SAFETY STANDARDS:

This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements. In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at www.zamboni.com to view and download at any time.

FOR ADDITIONAL INFORMATION:

zamboni.com/machines/model-552ac

zamboni.com/machines/model-552ac-lithium-ion

zamboni.com/options

Zamboni 552AC **\$ 132,750.00**

STANDARD EQUIPMENT INCLUDES:

Aluminum Wheels, Guide Wheel, Black Powder Coated Conditioner, Parking Brake, Conditioner Poly Side Plate, Spare Tire & Wheel Assembly, (2) 77" Blades

ADDITIONAL EQUIPMENT:

Lithium Ion Battery in Lieu of Lead Acid	\$ 13,200.00
Back Up Alarm	\$ 750.00
Board Brush	\$ 6,185.00
Power Brush Fill	\$ 400.00
Wash Water System w/ Poly Tank	\$ 5,175.00
Electronic Water Level Sight Gauge	\$ 535.00
Snow Tank Light	\$ 450.00
Advanced Water System	\$ 5,565.00
Tire Wash System	\$ 1,510.00
Auto Snow Breaker	\$ 1,890.00
Stainless Steel Water Distribution Pipe	\$ 430.00
Viscous Coupling Drive Shaft	\$ 1,825.00
Zamboni Connect (Includes 2-year subscription)	\$ 2,375.00
Level Ice (installation & training additional)	\$ 21,000.00
Subtotal	\$ 194,040.00
Less Sourcewell Discount	\$ (-5,821.20)
Transportation (Estimate. Transportation to be adjusted at time of shipment.)	\$ 4,500.00
Total	\$ 192,718.80

F.O.B:

Paramount, California USA

TERMS:

\$25,000.00 deposit with order, balance Net 30 days from date of shipment. Shipment 500 days or sooner from receipt of order. Pricing firm for 30 days. Pricing does not include any applicable sales tax.

THANK YOU:



Doug Peters,
Regional Sales Manager

February 16, 2023

Date

Zamboni Company USA, Inc.
15714 Colorado Ave. Paramount, California 90723 USA
Phone: +1 562 633 0751 Fax: +1 562 633 9365

DATE: March 3, 2023

TO: Thomas M. Markus, City Manager

FROM: Leslie Pielack, Museum Director

SUBJECT: Contract Award, Birmingham Museum - Phase II- Allen House Historic Window Restoration Project

INTRODUCTION:

The wood windows in the Allen House are original to its construction in 1926, and are an essential component of the building's historic character. Over the years they have suffered damage from inconsistent maintenance and moisture intrusion, and have been painted several times. Many are now immovable. Weather-related damage has begun to accelerate; however, they are still sufficiently intact that they can be repaired and restored to their original working condition and made fully functioning. Proper restoration will not only preserve the windows, but will also improve their insulating ability and make regular maintenance easier and more effective. Properly restored and maintained original wood windows can be expected to last another century or longer.

The Allen House window restoration project was divided into two phases to facilitate project funding and management, and to minimize disruption to the museum's operation. Phase I was completed in November, 2022, and consisted of a full restoration of the upper level windows and installation of historically appropriate storm windows. The second phase will complete the restoration of the lower level windows during the summer of 2023.

BACKGROUND:

The Allen House was designed by architect Rupert Koch and built in 1926 for Harry Allen, the first mayor of the City of Birmingham, and his wife Marion, and is located in the Mill Pond Historic District. The house was designed in the popular Colonial Revival style with wood double hung multi-paned windows used singly and in twos and threes, characteristic of the style. They are a key feature of the house and integral to the architect's design.

The windows are original and have never been repaired or removed, but in the past hundred years, have been painted numerous times on both interior and exterior. They are in need of complete restoration due to areas of water damage, lack of operability due to missing or damaged hardware, overpainting, and need for re-glazing. With proper repair, the windows will function correctly, be more energy efficient, and be restored to original condition and operation.

Window restoration is a highly specialized area of historic preservation. In 2020, North Coast Windows Works (a specialty firm dealing in historic window preservation that provides training in historic window restoration for the Michigan Historic Preservation Network) conducted a detailed assessment and developed a scope of work for the repair and restoration of each window

in the Allen House. The repair/restoration schedule in the scope specifies the treatment and hazard mitigation needed for each individual unit if lead is present, which is anticipated. The project is highly labor-intensive and requires specialized expertise for the proper repair of the windows in accordance with historic preservation standards.

On March 3, 2021, the Historic District Commission/Design Review Board provided a courtesy review and unanimously endorsed the planned work and methodology for the Allen House window restoration project. Phase I involved the Allen House's upper floor windows, and was budgeted for and completed in FY 2021-22 by L.G.K. Construction, Inc. Museum staff and portions of the artifact collection were temporarily relocated and the Allen House was closed to the public for five weeks during the project.

To complete Phase II, a Request for Proposals was posted on the MITN website on January 6, 2023, and firms specializing in historic window repair were invited to submit proposals. The RFP included the prepared scope of work and excerpts from the Secretary of the Interior Standards for the Treatment of Historic Properties (Windows) as reference. The selection of a firm to complete the project requires confidence that it has the resources and experience to complete the project to the highest standard of preservation.

One proposal was received for the Phase II Allen House Historic Window Restoration in the amount of \$ 178,900 from L.G.K. Construction, Inc., which is the firm that completed Phase I. During the first phase of the window project, L.G.K. demonstrated that it has the necessary historic restoration experience, environmental safety qualifications, and available window restoration expertise to successfully complete the work in the necessary timeframe. L.G.K. has also consistently demonstrated a consistently high level of quality in previous projects at the Allen and Hunter Houses, as well as other municipalities. In addition, the Museum Board reviewed and approved of L.G.K.'s qualifications for Phase I in April of 2022 and indicated their support for L.G.K. for Phase II at their meeting on February 2, 2023.

LEGAL REVIEW:

City Attorney Mary Kucharek has provided a legal review of the Request for Proposals and Agreement for this project with L.G.K. Construction, Inc.

FISCAL IMPACT:

Funds were budgeted for the window restoration component of this project in the 2022-2023 budget and the storm window component of the project is being requested in the 2023-2024 budget under the Allen House Other Contractual Services account, #101-804.002-811.0000.

SUSTAINABILITY COMMENTS:

The repair and restoration of the original windows in the Allen House will return the windows to their proper fit and increase their the proper fit and efficiency of the windows, and the installation of storm windows will add long-lasting protection of the windows as well as add to their energy efficiency, reducing heating and cooling costs.

PUBLIC COMMUNICATIONS:

This project contract does not require public communications.

SUMMARY

The **Birmingham Museum-Phase II Allen House Historic Window Restoration Project** has received a qualified proposal to complete the necessary work to restore and preserve the original wood windows in the Allen House from L.G.K. Construction, Inc. In light of the project specifications, firm experience and references, and project approach, it is recommended that the contract award for the **Birmingham Museum-Phase II Allen House Historic Window Restoration Project** go to L.G.K. Construction, Inc., in the amount of \$ \$178,900.

ATTACHMENTS:

1. Contract Agreement with insurance documents
2. March 3, 2021 minutes, Historic District Commission/Design Review Board, ([https://cms7files1.revize.com/birmingham/Document_Center/Agenda%20&%20Minutes/Historic%20District%20Commission/Minutes/2021/HDC%20Minutes%20\(APPROVED\)%20-%203-3-21.pdf](https://cms7files1.revize.com/birmingham/Document_Center/Agenda%20&%20Minutes/Historic%20District%20Commission/Minutes/2021/HDC%20Minutes%20(APPROVED)%20-%203-3-21.pdf))
3. April 7, 2022 minutes, Museum Board, (https://cms7files1.revize.com/birmingham/Document_Center/Agenda%20&%20Minutes/Museum%20Board/Minutes/2022/20220407%20Museum%20Board%20Meeting%20Minutes.pdf) and minutes, Museum Board, dated February 2, 2023 (https://cms7files1.revize.com/birmingham/Document_Center/Agenda%20&%20Minutes/Museum%20Board/Minutes/2023/20230202-Museum%20Board%20Meeting%20Minutes.pdf).

SUGGESTED ACTION:

Make a motion adopting a resolution to approve an agreement with L.G.K. Construction, Inc., for Birmingham Museum-Phase II Allen House Historic Window Restoration Project in the amount not to exceed \$ 178,900. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. The window restoration portion of the project of \$159,100 is to be charged to 101.0-804.002-811.0000 in fiscal year 2022-2023, while the storm window portion of the project of \$19,800 is to be charged to 101.0-804.002-811.0000 in fiscal year 2023-2024

ATTACHMENT A
AGREEMENT FOR PHASE II-LOWER WINDOWS-ALLEN HOUSE HISTORIC
WINDOW RESTORATION PROJECT

ATTACHMENT A - AGREEMENT

Birmingham Museum – Phase II-Lower Windows- Allen House Historic Window Restoration Project

This **AGREEMENT**, entered into this _____ day of _____, 2023, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and L.G.K. Building, Inc., a Michigan corporation, whose address is 1851 Lone Pine Road, Bloomfield Hills, MI 48302 (hereinafter referred to as "Contractor") and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to repair and restore the historic windows of the Allen House, located at the Birmingham Museum in the City of Birmingham, and in connection therewith has requested proposals for the Phase II-Lower Windows-Allen House Historic Window Restoration Project; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal for the Phase II-Lower Windows- Allen House Historic Window Restoration Project.

NOW, THEREFORE, for and in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE:** I It is mutually agreed by and between the parties that the City's Request for Proposal for the Phase II-Lower Windows- Allen House Historic Window Restoration Project dated 1/6/2023, which includes Attachments B, C, D, E, and F shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").
2. **TERM:** This Agreement shall have a term of twelve (12) months from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all services prepared by the Contractor through such date.
3. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.
4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.
6. **CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** 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 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.
7. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor role in providing services to the City 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 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 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 considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
8. **COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
9. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge

any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. **INDEMNIFICATION:** 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 City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf 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 City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. **STANDARD INSURANCE REQUIREMENTS:** The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:
 - A. **Workers' Compensation Insurance:**
 1. **For Non-Sole Proprietorships:** 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.
 2. **For Sole Proprietorships:** Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.
 - 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 Contractor 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

Additional Insureds: **The City of Birmingham, including all 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:** If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.
- F. **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 City at least (10) days prior to the expiration date.
- G. **Proof of Insurance Coverage:** Contractor shall provide the City of Birmingham 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, or a signed and notarized copy of the Sole Proprietor Form;
 - 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, if applicable;
 - 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. **Maintaining Insurance:** Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage

12. **WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Leslie Pielack, Museum Director

L.G.K. Building, Inc.
1851 Lone Pine Road
Bloomfield Hills, MI 48302
Attn: Alex Kalaj

13. **COVID:** The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff that will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will

cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. **AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.
15. **WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.
16. **COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
17. **DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
18. **FAILURE TO PERFORM.** If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
19. **LEGAL PROCEEDINGS:** 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. **RESPONSE TO REQUESTS FOR PROPOSALS:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated February 17, 2023, to the City's Request for Proposals dated January 6, 2023 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor's February 17, 2023 response, the terms of this Agreement shall prevail.

21. **FAIR PROCUREMENT OPPORTUNITY:** Procurement for the City of Birmingham 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 City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

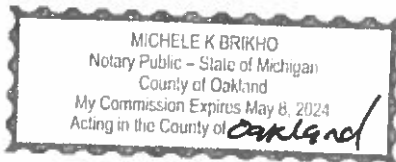
Contractor L.G.K BUILDING INC.

By: [Signature]
Its: PRESIDENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 25th day of February, 2023, before me personally appeared Lok Kalaj, who acknowledged that with authority on behalf of L.G.K. Building Inc. to do so he/she signed this Agreement

[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: May 8, 2024

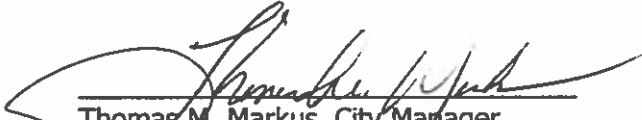


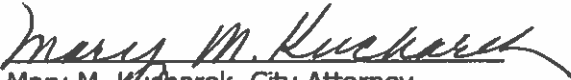
CITY OF BIRMINGHAM

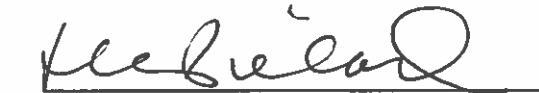
By: _____
Therese Longe, Mayor


By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


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


Leslie Pielack, Museum Director
(Approved as to substance)


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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. L.G.K Building Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 1851 Lone Pine Road	Requester's name and address (optional)
6 City, state, and ZIP code Bloomfield Hills, Mi. 48302	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											
OR											
Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> </tr> </table>	3	0	-	0	8	3	6	7	9	6	
3	0	-	0	8	3	6	7	9	6		

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/23/2023
------------------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



LGKBUIL-01

DBENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERES 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 Finn's J M & J Insurance Agency, Inc. 483 Little Lake Drive Ann Arbor, MI 48103	CONTACT NAME:		
	PHONE (A/C, No, Ext): (734) 668-4050	FAX (A/C, No): (734) 668-1860	
	E-MAIL ADDRESS:		
INSURED L.G.K Building Inc 1851 Lone Pine Rd Bloomfield Hills, MI 48302	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Home-Owners Insurance Company		26638
	INSURER B: Auto-Owners Insurance Company		18988
	INSURER C: Liberty Mutual Insurance Corporation-MWCPF		33600
	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	X		14208745	3/4/2023	3/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X		5220873700	3/4/2023	3/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
C	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	WC5-39S-716375-013	3/15/2023	3/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 100,000 E.I. DISEASE - EA EMPLOYEE \$ 100,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is Additional Insured for General Liability, including products and completed operations, (Form 56373) If required by written contract and Auto Liability (Form 58504), including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
 The General Liability (Form 56373) and Auto Liability (Form 58540) are primary and non-contributory per written contract and policy language.

CERTIFICATE HOLDER

The City of Birmingham
 151 Martin Street
 Birmingham, MI 48009

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



ATTACHMENT B
BIDDER'S AGREEMENT FOR PHASE II-LOWER WINDOWS- ALLEN HOUSE
HISTORIC WINDOW RESTORATION PROJECT

ATTACHMENT B - BIDDER'S AGREEMENT
For Birmingham Museum – Phase II-Lower Windows- Allen House Historic Window Restoration Project


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.

Alex Lek Kalaj	2/16/2023
PREPARED BY (Print Name)	DATE

President	
TITLE	DATE

	Lgkbuilding@gmail.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS

L.G.K Building Inc.	
COMPANY	

1851 Lone Pine Rd. Bloomfield Hills, Mi. 48302	248-757-3155
ADDRESS	PHONE

N/A	
NAME OF PARENT COMPANY	PHONE

ADDRESS	
----------------	--

ATTACHMENT C
COST PROPOSAL FOR PHASE II-LOWER WINDOWS-ALLEN HOUSE
HISTORIC WINDOW RESTORATION PROJECT

ATTACHMENT C - COST PROPOSAL
For Birmingham Museum – Phase II-Lower Windows- Allen House Historic Window Restoration Project

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$ 37,500.00
Labor	\$ 121,600.00
Miscellaneous (Attach Detailed Description)	\$ N/A
TOTAL BID AMOUNT	\$ 159,100.00
ADDITIONAL BID ITEMS	
Provide/Install New Storm Windows: Allied Storm Windows: Model HOL-B with 1/8" low-e glazing, or equivalent, white, no screens	\$ 19,800.00
Replace all sash weather strips with new	\$ Not Recommended
GRANDTOTAL AMOUNT	\$ 178,900.00

UNIT COST BID ITEMS		
Window Unit	\$ 5,963.00	per

Firm Name L.G.K Building Inc.

Authorized signature  Date: 2/16/2023

Printed Name: Alex Lek Kalaj

ATTACHMENT D
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR PHASE II-
LOWER WINDOWS- ALLEN HOUSE HISTORIC WINDOW RESTORATION
PROJECT

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Birmingham Museum – Phase II-Lower Windows- Allen House Historic
Window Restoration Project**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Alex Lek Kalaj 2/16/2023
PREPARED BY **DATE**
(Print Name)

President
TITLE **DATE**

 Lgkbuilding@gmail.com
AUTHORIZED SIGNATURE **E-MAIL ADDRESS**

L.G.K Building Inc.
COMPANY

1851 Lone Pine Rd. Bloomfield Hills, Mi. 48302 248-757-3155
ADDRESS **PHONE**

N/A
NAME OF PARENT COMPANY **PHONE**

ADDRESS

30-0836796
TAXPAYER I.D.#

ATTACHMENT E
DETAILED SCOPE OF WORK AND WINDOW SURVEY FOR PHASE II-
LOWER WINDOWS- ALLEN HOUSE HISTORIC WINDOW RESTORATION
PROJECT

**ATTACHMENT E - DETAILED SCOPE OF WORK WITH WINDOW SURVEY
For Birmingham Museum- Phase II-Lower Windows- Allen House Historic
Window Restoration Project**

GENERAL INFORMATION

The majority of sashes are currently painted in place and are non-operable. The sashes are in fair condition with excessive amounts of exterior paint and window glazing. This is the first time the windows will be removed for repairs and restoration since installed in 1926. The exterior window casings and exterior sills (outside the storms) have been recently scraped and repainted, but additional touch up may be required.

The removal of sashes, replacing cords, cleaning weight pockets, and jamb/sill refinishing will produce excessive dust containing lead. These activities must be coordinated to minimize exposure to the interior of the house. At a minimum, rooms must be closed off and protective barriers/covers put in place to protect all furnishings. HEPA vacuums and air purifiers are to be used throughout the process. Hand washing of the walls and floors is to be completed prior to opening the space to employees and the public. All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.

SASH REMOVAL/RE-INSTALLATION-PAINTED AND UNPAINTED DOUBLE HUNG WINDOWS

(Note: weight pockets may be on the exterior of jamb, under top sash.)

- All sash and jamb metal weather strips will be removed from the interior.
- Exterior storm windows will remain in place during restoration.
- 10 mm twin wall polycarbonate secured to the inside of the blind stop will be used as additional temporary barrier.
- Inside stops will be re-used. Remove excessive paint, sand, and paint.
- Sashes will be marked/labeled as to their respective openings and wrapped in plastic with the weather strips prior to removal from the work area.
- Metal weather strips on the sill and head will remain in place.
- All interlocking sash weather strips will be cleaned and re-used.
- Sashes will be installed with new sash cord by Simpson Cordage, Aetna, size #7 or #8 depending on sash weight.
- Parting stops will be stripped and re-used or new can be made to exact dimension out of VG Douglas fir.
- When replacing sash cords, weight pockets are to be vacuumed of debris using HEPA vacuum. (note: Some weight pockets are accessed from the exterior jamb)
- All sash pulleys are to be cleaned of paint and lubricated in place.
- Top and bottom sashes will be installed and field verified that they open, stay open, close and lock with minimal effort.
- Missing or broken hardware will be replaced in kind.
- Sashes will be installed finished and painted.
- All hardware is to be cleaned and re-used, unless broken.

JAMB AND SILL REFINISHING-PAINTED DOUBLE HUNG WINDOWS

- The interior and exterior side and interior head of the jamb, sill up to the storm window, and the blind stop inside of the storm window will be stripped of paint using hand tools and biodegradable chemical strippers or heat. (note: if using environmentally safe chemical strippers, care must be taken to neutralize them appropriately and give adequate time for the treated wood to dry)
- Any hardware present that is no longer used will be removed and the holes filled.
- Small defects due to aging will be left in place.
- Defects caused by hand tools will be filled with wood filler and/or lightly hand sanded.
- Wood surfaces will be scraped clean using carbide blades.
- Refer to **Wood Rot and Epoxy Repairs Section** if defects are discovered requiring more than simple wood filling.
- Finish with one coat of oil-based primer and two top coats latex paint with color matched to original.

SASH RESTORATION-PAINTED AND NON-PAINTED DOUBLE HUNG WINDOWS

- All glazing putty, paint, and finishes will be removed from the sashes.
- All glass will be salvaged, cleaned and re-used. Cracked glass will be replaced with clear annealed glass of same thickness.
- Sashes with more than 1/2" play side to side will have the joinery glued with waterproof glue or epoxy and be re-dowelled/pinned.
- Cracked glazing rebates will be glued or replaced.
- Defects on the milled surface of the interior sash will be repaired with thickened epoxy and sanded to match the original.
- Any screw holes that no longer hold the screws fast will be drilled, doweled, and re-drilled.
- Sash will be sanded to 80 grit on the exterior and 120 grit on the interior. Milled profiles will be hand sanded to preserve the shape.
- Interlocking weather strips at the meeting rail will be cleaned of paint and debris and re-nailed if loose.
- The wood will be treated with a mixture of 60% boiled linseed oil/40% mineral spirits prior to bedding glass and priming.
- **Painted sashes** are to be primed with one coat oil based primer inside and outside with the exclusion of the sides, bottom of the bottom rail, top of the top rail, and the glazing rebate.
- Glass will be bedded in a thin layer of glazing compound (SARCO multi-glaze in white), and pinned in place.
- Putty will be glazed in place to allow 1/16" inside the milled profile to allow for finish paint. Allow 4 weeks for the putty to cure prior to finish painting. Putty is not to be primed.
- Glass will be washed clean prior to finish painting.
- Finish paint will be 2 coats latex paint on the exterior.
- Interior finishes will match the original in the room (i.e., oil, natural, latex)

WOOD ROT & EPOXY REPAIR

- Wood repair epoxy products must be from the following companies and may not be interchanged: System 3; West System; Abatron; or Advanced Repair Technology.
- Where identified, soft, decayed wood will be removed with hand tools to the point that good, un-rotted wood is reached.
- Good wood is to be pre-treated with a borate solution and allowed to dry to less than 12% moisture content before proceeding to next steps.
- The area 5 cm around the rotted wood is to have borate rods inserted into the good wood.
- Good wood will be hardened with clear penetrating epoxy hardener once moisture goals have been achieved and before applying an epoxy patch.
- After 24 hours (or manufacturer's recommendation), an epoxy patch will be applied to fill and level the defect.
- Area treated must be sanded smooth and level, and be unnoticeable with the surrounding wood.
- Prime (**painted windows**) and finish according to schedule after manufacturer's schedule of cure times.

WINDOW SCHEDULE/SURVEY

Numbering begins at the first window to the left of the main front door. Survey repair notes provided as guide; **current conditions to be field verified for final project.**

Number	Configuration	Type	Location	Int. Finish	Approx size	Comments
101	single	9/9 DH	LR	paint	36 x 74	missing lock, storm missing
102	single	6/6 DH	Study	stain	28 x 54	
103	single	6/6 DH	Study	stain	28 x 54	
104	mullion set 1	4/4 DH	Study	stain	20 x 54	missing sash cords
105	mullion set 2	6/6 DH	Study	stain	28 x 54	
106	mullion set 3	4/4 DH	Study	stain	20 x 54	
107	mullion set 1	4/4 DH	Sun Rm	paint	20 x 54	missing lock
108	mullion set 2	6/6 DH	Sun Rm	paint	28 x 54	missing lock
109	mullion set 3	4/4 DH	Sun Rm	paint	20 x 54	missing lock
110	mullion set 1	6/6 DH	LR	paint	20 x 74	bottom rail defect at lift, lock
111	mullion set 2	9/9 DH	LR	paint	28 x 74	missing sash cords
112	mullion set 3	6/6 DH	LR	paint	20 x 74	
113	single	6/6 DH	Bath	paint	28 x 42	missing lift, glass film
114	Bay Window	6/6 DH	Creem	paint	28 x 54	
115	Bay Window	6/6 DH	Creem	paint	28 x 54	
116	Bay Window	6/6 DH	Creem	paint	28 x 54	
117	single	6/6 DH	Creem	paint	28 X54	Covered with display
118	single	6/6 DH	Creem	paint	28 x 54	missing sash cords
119	single	6/6 DH	Hall	paint	28 x 54	
120	mullion set 1	6/6 DH	Dining	paint	20 x 74	defect on Int. Milled profile,
121	mullion set 2	9/9 DH	Dining	paint	28 x 74	
122	mullion set 3	6/6 DH	Dining	paint	20 x 74	broken lock
123	Single-arched	9 panel-fixed	Breeze way	paint	36 x 42 top	
124	Single-arched	9 panel-fixed 3 panel-fixed	Breeze way	paint	36 x 42 top 36 x 20 btm	
125	single	6/6 DH	Garage	paint	28 x 42	missing cords, locks and lifts.
126	single	6/6 DH	Garage	paint	28 x 42	Missing cords, lock, and lifts
127	single	6/6 DH	Garage	paint	28 x 42	missing cords, locks and lifts.
128	single	6/6 DH	Closet	paint	28 x 42	
129	single	9/9 DH	Kitchen	paint	36 x 74	

First Floor Summary

27 - double hung windows; 22 painted, 5 stained
3 - fixed windows; painted

L.G.K. BUILDING INC.

1851 Lone Pine Rd. Bloomfield Hills, Mi. 48302

Phone: (248) 757-3155

Date: 2/16/2023

Project Approach/Construction Sequence

1. Our plan is to start project on 5/20/2023
2. Remove sashes from Windows by 6/20/2023
3. Repair window frames/casing, hardware, epoxy repair where needed, spot prime and paint interior of window frame ready to receive restored sashes 7/1/2023
4. Allow time to subcontractor to restore all sashes between 6/20/2023 and 8/5/2023 this would allow glazing to cure 4 weeks then prime and paint sashes at the subcontractor's shop.
5. Start reinstallation of restored sashes on 8/6/2023 complete 8/30/2023
6. Remove and reinstall storm windows start 9/15/2023 to 9/25/2023 (Time for storm windows is approximate because of production backlog by manufacture)
7. No temporary paneling will be installed while sashes are at the shop, we will screw existing storm windows to be stationary (Not to be able to open from outside for security reason).
8. Estimated completion 10/01/2023

L.G.K. BUILDING INC.

1851 Lone Pine Rd. Bloomfield Hills, Mi. 48302

Phone: (248) 757-3155

References:

1. John Galik - Phone: 248.530.1883 – Email: jgalik@bhamgov.org
2. Richard Miller – Phone: 734.374.1459 – Email: rmiller@ci.taylor.mi.us
3. John Mudreyko – Phone: 313.330.7511 – Email: jmudreyko@ci.taylor.mi.us

L.G.K. BUILDING INC.

1851 Lone Pine Rd. Bloomfield Hills, Mi. 48302

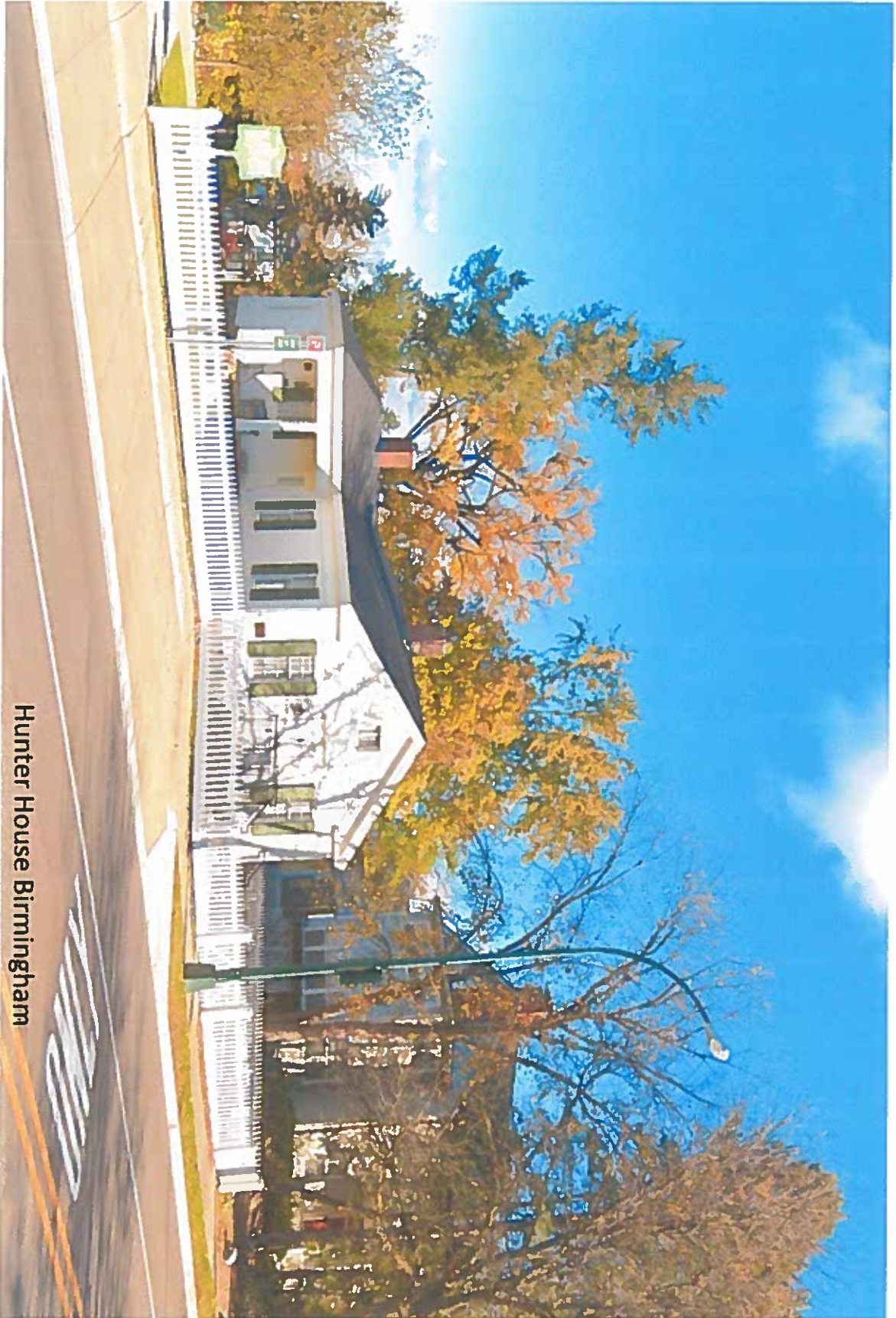
Phone: (248) 757-3155

Date:02/16/2023

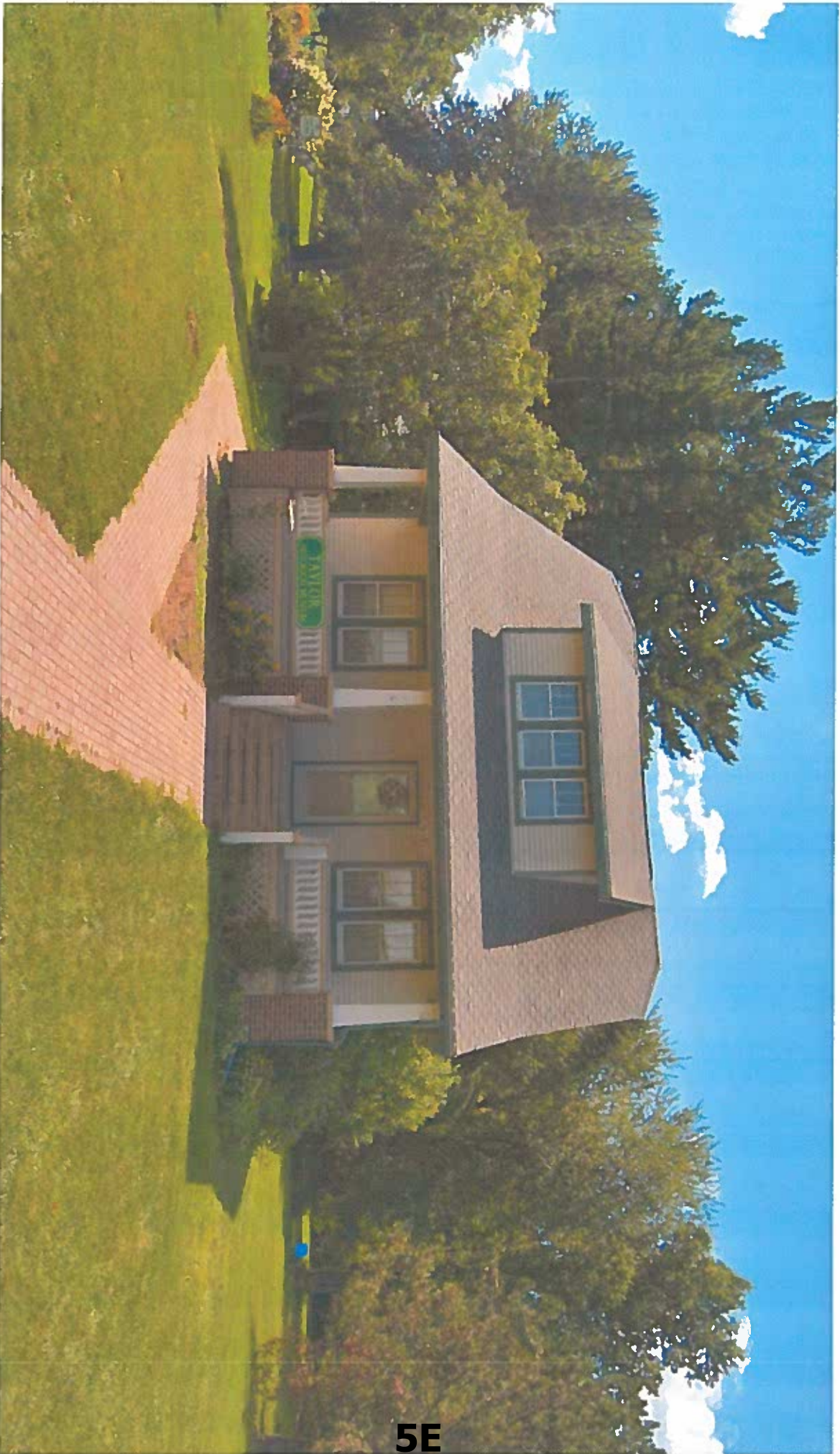
Names and Role of Employees:

Key employees that will be involved in this project are as follows:

1. Alex Lek Kalaj President/Owner of L.G.K Building Inc.
2. Adam Kalaj -Employee
3. David Kalaj -Employee
4. Peter Carrol -Subcontractor. Roll of this subcontractor is to transport window sashes to his shop perform complete restoration including prime, paint and once all completed, they will be transport back to Allen House where sashes would be reinstalled by L.G.K Building Inc. Also same subcontractor (Peter Carrol) will be installing storm windows.



Hunter House Birmingham



5E

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

Q.O. - Lek Kalaj
LGK BUILDING INC
1851 LONE PINE ROAD
BLOOMFIELD HILLS, MI 48302

License No:
2102207897

Expiration Date:
05/31/2023

United States Environmental Protection Agency

This is to certify that



L.G.K Building Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires August 07, 2027

NAT-F178570-2

Certification #

July 08, 2022

Issued On



Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

REQUEST FOR PROPOSALS
For Birmingham Museum – Phase II-Lower Windows-Allen House Historic Window Restoration Project

Sealed proposals endorsed **“BIRMINGHAM MUSEUM— PHASE II-LOWER WINDOWS-ALLEN HOUSE HISTORIC WINDOW RESTORATION PROJECT ”**, will be received at the **Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009**; until **Wednesday, February 22, 2023 at 11:00 AM** after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on site on **Tuesday, January 31, 2023 at 1:00 PM** at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by **3:00 PM Monday, January 30, 2023** by contacting **Leslie Pielack at 248-530-1682 or lpielack@bhamgov.org**.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all materials, necessary equipment and perform all required work necessary for the Birmingham Museum-Phase II-Lower Windows-Allen House Historic Window Restoration Project. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the Birmingham Museum, 556 W. Maple Rd., Birmingham, Michigan (ATTN: Leslie Pielack).

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN: January 6, 2023
Mandatory Pre-Bid Meeting: **Tuesday, January 31, 2023 at 1:00 PM**
Birmingham Museum
556 W. Maple, Birmingham, MI 48009
Register by Monday, January 30, 2023 by 3:00 PM
Leslie Pielack, 248-530-1682 or lpielack@bhamgov.org

Deadline for Submissions: **Wednesday, February 22, 2023 at 11:00 AM**
Contact Person: Leslie Pielack, Museum Director
556 W. Maple Road, Birmingham, MI 48009
Phone: 248-530-1682 Email: lpielack@bhamgov.org

Sealed Bids Submitted to: **Office of the City Clerk**
151 Martin Street, Birmingham, MI 48009



REQUEST FOR PROPOSALS
For Birmingham Museum – Phase II-Lower Windows- Allen House Historic Window Restoration Project

Contents

INTRODUCTION 3

MANDATORY PRE-BID MEETING..... 3

INVITATION TO SUBMIT A PROPOSAL 3

INSTRUCTIONS TO BIDDERS 4

SUBMISSION REQUIREMENTS 4

CONTRACTOR RESPONSIBILITIES..... 5

CITY RESPONSIBILITY 5

EVALUATION PROCEDURE AND CRITERIA..... 6

TERMS AND CONDITIONS..... 6

SETTLEMENT OF DISPUTES..... 7

INSURANCE..... 7

CONTINUATION OF COVERAGE 7

EXECUTION OF CONTRACT 7

INDEMNIFICATION..... 7

CONFLICT OF INTEREST 7

EXAMINATION OF PROPOSAL MATERIALS..... 8

ANTICIPATED PROJECT TIMELINE 8

SCOPE OF WORK SUMMARY 9

ATTACHMENT A - AGREEMENT 12

ATTACHMENT B - BIDDER’S AGREEMENT 20

ATTACHMENT C - COST PROPOSAL 22

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM 24

ATTACHMENT E - DETAILED SCOPE OF WORK WITH WINDOW SURVEY 26

ATTACHMENT F- SECRETARY OF THE INTERIOR STANDARDS 30

INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The Birmingham Museum consists of two buildings located as follows: the Allen House, located at 556 W. Maple Rd. and the Hunter House, located at 550 W. Maple Rd. in the city of Birmingham, MI 48009. The project will be at the Allen House.

At this time, the City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors to furnish all materials, necessary equipment and to perform all required work necessary for the Phase II-Lower Windows-Allen House Historic Window Restoration Project located at the Birmingham Museum at 556 W. Maple, Birmingham, MI 48009. The purpose of this RFP is to request sealed bid proposals from qualified parties. The bid shall include presentation of qualifications, capabilities and costs for performing the work for the Birmingham Museum-Allen House Historic Window Restoration project, in accordance with the specifications outlined by the Scope of Work contained in this RFP.

During the evaluation process, the City's best interest will be served and the City reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by early March, 2023. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

This work must be performed as specified and in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location and to make inquiries about the RFP. **Bidders will be required to attend a mandatory pre-bid meeting on Tuesday, January 31, 2023 at 1:00 PM** at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. **Bidders must register for the pre-bid meeting by Monday, January 30, 2023 by 3:00 PM** by contacting Leslie Pielack at 248-530-1682 or lpielack@bhamgov.org.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Wednesday, February 22, 2023 at 11:00 AM** to:

**City of Birmingham, Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009**

One (1) electronic copy on disk or flash drive and one (1) hard copy of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, endorsed "**Birmingham Museum – Phase II-Lower Windows-Allen House Historic Window Restoration Project.**" Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Respondents may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered via email to: **Leslie Pielack at lpielack@bhamgov.org**. Such request for clarification shall be delivered in writing no later than **3:00 PM Wednesday, February 15, 2023** and must contain in their subject line "Request for Clarification." All inquiries received will be answered and posted on **MITN by 1:00 PM Friday, February 17, 2023.**
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most qualified, responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

SUBMISSION REQUIREMENTS

All proposals that wish to be considered must contain the following:

1. Qualifications of the Contractor and key employees that will be involved in the project.

2. List of sub-contractors and their qualifications, if applicable.
3. Detail and descriptions, including photos, of at least two completed similar projects for restoration of historic windows with similar scope, size, and purpose.
4. Three (3) client references from past projects; include references' current phone numbers and email contact information. At least two (2) of the references should be for similar projects and utilizing similar materials included in the Contractor's proposal.
5. A description of overall project approach, project timeline and plan for project completion.
6. Agreement (**Attachment A – only if selected by the City**)
7. Bidder's Agreement (**Attachment B**)
8. Cost Proposal (**Attachment C**)
9. Iran Sanctions Act Vendor Certification Form (**Attachment D**)
10. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.

CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for the disposal of all material and any damages that occur as a result of the actions of any of employees or subcontractors of the Contractor during this project.

The contractor will be responsible for getting required building and parking permits at no cost to the contractor.

The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and project completion on or before the date specified.

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

The City will provide access to the Birmingham Museum—Allen House during regular business hours or by arrangement as approved by the City's designated representative.

EVALUATION PROCEDURE AND CRITERIA

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Demonstrated experience with similar historic window restoration projects, Contractor background, and personnel qualifications.
- Content of proposal.
- Quality of materials proposed.
- Overall Costs.
- Timeline and Schedule for Completion.
- References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices

are to be rendered each month following the date of execution of an Agreement with the City.

8. The Contractor will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as **Attachment A**.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 of the Agreement attached as **Attachment A** for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11 of the Agreement attached as **Attachment A** for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as **Attachment A**.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 10 of the Agreement attached as **Attachment A** for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

ANTICIPATED PROJECT TIMELINE

Evaluate Respondents	Feb-March 2023
Award Contract	March 2023
Project Planning Meeting	April-May 2023
Project Completion	Fall 2023

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK SUMMARY

The historic Allen House is in the Mill Pond Historic District in the City of Birmingham, built in 1926 and now part of the Birmingham Museum complex. The house's double hung windows are original, and require repair and restoration to return them to operational function. They must be restored by a qualified contractor in strict accordance with the Secretary of Interior Standards for the Treatment of Historic Properties (see Excerpt-Windows, Attachment F).

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein for the **Birmingham Museum – Phase II-Lower Windows- Allen House Historic Window Restoration Project**:

1. The Contractor shall furnish all labor, materials, and equipment required to repair and restore the historic double hung windows on the lower level of the Allen House, located at 556 W. Maple Rd., Birmingham, MI 48009 in accordance with the requirements as defined and noted herein and by the **Scope of Work and Window Survey (Attachments E and F)**:
 - a) This project will remove and restore the original wood sash windows dating to 1926 on the first floor as follows:
 - 21 painted double hung windows
 - 5 unpainted/varnished double hung windows
 - 2 painted fixed multi-paned arched windows
 - b) All double hung sashes will be removed for restoration and re-installed as operable, in accordance with a detailed window survey and specifications for each individual window (see below and Attachment E, Allen House Historic Window Restoration Detailed Scope of Work, and Window Survey).
 - c) Painted fixed windows will be repaired and restored to original condition
2. The majority of sashes are currently painted in place and non-operable. The sashes are in fair condition with excessive amounts of exterior paint and window glazing. This is the first time the windows will be removed for repairs & restoration since installed in 1926. The exterior window casings and exterior sills (outside the storms) have recently been scraped and repainted but additional touch up may be required.
3. The second floor and basement of the building will be occupied by employees during the project and the building will be open to the public during business hours as much as possible based on project progress. **The removal of painted sashes, replacing cords, cleaning weight pockets, and jamb/sill refinishing will produce excessive dust containing lead.** These activities must be coordinated to minimize lead exposure to the interior of the house. Rooms must be closed off and protective barriers/covers put in place to protect all furnishings. HEPA vacuums and air purifiers must be used throughout the process. Hand washing of the walls and floors must be completed before opening the space to employees and the public.

4. Temporary barriers will be installed on windows in accordance with **Scope of Work** to provide security during project.
5. Project requirements are detailed in Attachment E, Allen House Historic Window Restoration Scope of Work, and Window Survey, and include:
 - a. Sash removal and installation
 - b. Jamb and sill refinishing
 - c. Sash restoration
 - d. Wood rot and epoxy repair
 - e. Restoration and re-installation of original hardware
6. The Contractor shall provide additional alternative pricing as follows:
 - a. Alternative 1: Provide pricing for the purchase and installation of new storm windows. All sizes to be field verified. Storm windows to be Allied Model HOL-B with 1/8" low-e glazing or equivalent, white, no screens.
 - b. Alternative 2: Replace all existing sash weather strips with new.
7. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner. **All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.**
8. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines. **The Contractor shall provide the City with a copy of its COVID-19 Plan required by MIOSHA.**
9. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
10. The Contractor shall comply will all City of Birmingham's regulations for maintaining construction sites.
11. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A
AGREEMENT FOR PHASE II-LOWER WINDOWS-ALLEN HOUSE HISTORIC
WINDOW RESTORATION PROJECT

ATTACHMENT A - AGREEMENT

Birmingham Museum – Phase II-Lower Windows- Allen House Historic Window Restoration Project

This **AGREEMENT**, entered into this _____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____, a Michigan _____, whose address is _____ (hereinafter referred to as "Contractor") and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to repair and restore the historic windows of the Allen House, located at the Birmingham Museum in the City of Birmingham, and in connection therewith has requested proposals for the Phase II-Lower Windows-Allen House Historic Window Restoration Project; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal for the Phase II-Lower Windows- Allen House Historic Window Restoration Project.

NOW, THEREFORE, for and in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE:** I It is mutually agreed by and between the parties that the City's Request for Proposal for the Phase II-Lower Windows- Allen House Historic Window Restoration Project dated _____, 2022, which includes Attachments B, C, D, E, and F shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").
2. **TERM:** This Agreement shall have a term of six (6) months from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all services prepared by the Contractor through such date.
3. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.
4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.
6. **CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** 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 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.
7. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor role in providing services to the City 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 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 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 considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
8. **COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
9. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge

any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. **INDEMNIFICATION:** 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 City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf 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 City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. **STANDARD INSURANCE REQUIREMENTS:** The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. **Workers' Compensation Insurance:**

1. For Non-Sole Proprietorships: 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.
2. For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

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 Contractor 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

Additional Insureds: **The City of Birmingham, including all 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:** If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.
- F. **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 City at least (10) days prior to the expiration date.
- G. **Proof of Insurance Coverage:** Contractor shall provide the City of Birmingham 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, or a signed and notarized copy of the Sole Proprietor Form;
 - 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, if applicable;
 - 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. **Maintaining Insurance:** Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage

12. **WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Leslie Pielack, Museum Director

Contractor _____

Attn: _____

13. **COVID:** The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff that will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will

cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. **AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.
15. **WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.
16. **COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
17. **DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
18. **FAILURE TO PERFORM.** If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
19. **LEGAL PROCEEDINGS:** 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. **RESPONSE TO REQUESTS FOR PROPOSALS:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated _____ (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ (date of response) response, the terms of this Agreement shall prevail.

21. **FAIR PROCUREMENT OPPORTUNITY:** Procurement for the City of Birmingham 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 City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor _____

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Leslie Pielack, Museum Director
(Approved as to substance)

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

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

ATTACHMENT B
BIDDER'S AGREEMENT FOR PHASE II-LOWER WINDOWS- ALLEN HOUSE
HISTORIC WINDOW RESTORATION PROJECT

ATTACHMENT B - BIDDER'S AGREEMENT
For Birmingham Museum – Phase II-Lower Windows- Allen House Historic
Window Restoration Project

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.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C
COST PROPOSAL FOR PHASE II-LOWER WINDOWS-ALLEN HOUSE
HISTORIC WINDOW RESTORATION PROJECT

ATTACHMENT C - COST PROPOSAL
For Birmingham Museum – Phase II-Lower Windows- Allen House Historic Window Restoration Project

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor’s Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
Provide/Install New Storm Windows: Allied Storm Windows: Model HOL-B with 1/8" low-e glazing, or equivalent, white, no screens	\$
Replace all sash weather strips with new	\$
GRANDTOTAL AMOUNT	\$

UNIT COST BID ITEMS	
	\$ per

Firm Name _____

Authorized signature _____ Date: _____

Printed Name: _____

ATTACHMENT D
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR PHASE II-
LOWER WINDOWS- ALLEN HOUSE HISTORIC WINDOW RESTORATION
PROJECT

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Birmingham Museum – Phase II-Lower Windows- Allen House Historic
Window Restoration Project**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY (Print Name)	DATE
-------------------------------------	-------------

TITLE	DATE
--------------	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
-----------------------------	-----------------------

COMPANY

ADDRESS	PHONE
----------------	--------------

NAME OF PARENT COMPANY	PHONE
-------------------------------	--------------

ADDRESS

TAXPAYER I.D.#

ATTACHMENT E
DETAILED SCOPE OF WORK AND WINDOW SURVEY FOR PHASE II-
LOWER WINDOWS- ALLEN HOUSE HISTORIC WINDOW RESTORATION
PROJECT

**ATTACHMENT E - DETAILED SCOPE OF WORK WITH WINDOW SURVEY
For Birmingham Museum- Phase II-Lower Windows- Allen House Historic
Window Restoration Project**

GENERAL INFORMATION

The majority of sashes are currently painted in place and are non-operable. The sashes are in fair condition with excessive amounts of exterior paint and window glazing. This is the first time the windows will be removed for repairs and restoration since installed in 1926. The exterior window casings and exterior sills (outside the storms) have been recently scraped and repainted, but additional touch up may be required.

The removal of sashes, replacing cords, cleaning weight pockets, and jamb/sill refinishing will produce excessive dust containing lead. These activities must be coordinated to minimize exposure to the interior of the house. At a minimum, rooms must be closed off and protective barriers/covers put in place to protect all furnishings. HEPA vacuums and air purifiers are to be used throughout the process. Hand washing of the walls and floors is to be completed prior to opening the space to employees and the public. All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.

SASH REMOVAL/RE-INSTALLATION-PAINTED AND UNPAINTED DOUBLE HUNG WINDOWS

(Note: weight pockets may be on the exterior of jamb, under top sash.)

- All sash and jamb metal weather strips will be removed from the interior.
- Exterior storm windows will remain in place during restoration.
- 10 mm twin wall polycarbonate secured to the inside of the blind stop will be used as additional temporary barrier.
- Inside stops will be re-used. Remove excessive paint, sand, and paint.
- Sashes will be marked/labeled as to their respective openings and wrapped in plastic with the weather strips prior to removal from the work area.
- Metal weather strips on the sill and head will remain in place.
- All interlocking sash weather strips will be cleaned and re-used.
- Sashes will be installed with new sash cord by Simpson Cordage, Aetna, size #7 or #8 depending on sash weight.
- Parting stops will be stripped and re-used or new can be made to exact dimension out of VG Douglas fir.
- When replacing sash cords, weight pockets are to be vacuumed of debris using HEPA vacuum. (note: Some weight pockets are accessed from the exterior jamb)
- All sash pulleys are to be cleaned of paint and lubricated in place.
- Top and bottom sashes will be installed and field verified that they open, stay open, close and lock with minimal effort.
- Missing or broken hardware will be replaced in kind.
- Sashes will be installed finished and painted.
- All hardware is to be cleaned and re-used, unless broken.

JAMB AND SILL REFINISHING-PAINTED DOUBLE HUNG WINDOWS

- The interior and exterior side and interior head of the jamb, sill up to the storm window, and the blind stop inside of the storm window will be stripped of paint using hand tools and biodegradable chemical strippers or heat. (note: if using environmentally safe chemical strippers, care must be taken to neutralize them appropriately and give adequate time for the treated wood to dry)
- Any hardware present that is no longer used will be removed and the holes filled.
- Small defects due to aging will be left in place.
- Defects caused by hand tools will be filled with wood filler and/or lightly hand sanded.
- Wood surfaces will be scraped clean using carbide blades.
- Refer to **Wood Rot and Epoxy Repairs Section** if defects are discovered requiring more than simple wood filling.
- Finish with one coat of oil-based primer and two top coats latex paint with color matched to original.

SASH RESTORATION-PAINTED AND NON-PAINTED DOUBLE HUNG WINDOWS

- All glazing putty, paint, and finishes will be removed from the sashes.
- All glass will be salvaged, cleaned and re-used. Cracked glass will be replaced with clear annealed glass of same thickness.
- Sashes with more than 1/2" play side to side will have the joinery glued with waterproof glue or epoxy and be re-dowelled/pinned.
- Cracked glazing rebates will be glued or replaced.
- Defects on the milled surface of the interior sash will be repaired with thickened epoxy and sanded to match the original.
- Any screw holes that no longer hold the screws fast will be drilled, doweled, and re-drilled.
- Sash will be sanded to 80 grit on the exterior and 120 grit on the interior. Milled profiles will be hand sanded to preserve the shape.
- Interlocking weather strips at the meeting rail will be cleaned of paint and debris and re-nailed if loose.
- The wood will be treated with a mixture of 60% boiled linseed oil/40% mineral spirits prior to bedding glass and priming.
- **Painted sashes** are to be primed with one coat oil based primer inside and outside with the exclusion of the sides, bottom of the bottom rail, top of the top rail, and the glazing rebate.
- Glass will be bedded in a thin layer of glazing compound (SARCO multi-glaze in white), and pinned in place.
- Putty will be glazed in place to allow 1/16" inside the milled profile to allow for finish paint. Allow 4 weeks for the putty to cure prior to finish painting. Putty is not to be primed.
- Glass will be washed clean prior to finish painting.
- Finish paint will be 2 coats latex paint on the exterior.
- Interior finishes will match the original in the room (i.e., oil, natural, latex)

WOOD ROT & EPOXY REPAIR

- Wood repair epoxy products must be from the following companies and may not be interchanged: System 3; West System; Abatron; or Advanced Repair Technology.
- Where identified, soft, decayed wood will be removed with hand tools to the point that good, un-rotted wood is reached.
- Good wood is to be pre-treated with a borate solution and allowed to dry to less than 12% moisture content before proceeding to next steps.
- The area 5 cm around the rotted wood is to have borate rods inserted into the good wood.
- Good wood will be hardened with clear penetrating epoxy hardener once moisture goals have been achieved and before applying an epoxy patch.
- After 24 hours (or manufacturer's recommendation), an epoxy patch will be applied to fill and level the defect.
- Area treated must be sanded smooth and level, and be unnoticeable with the surrounding wood.
- Prime (**painted windows**) and finish according to schedule after manufacturer's schedule of cure times.

WINDOW SCHEDULE/SURVEY

Numbering begins at the first window to the left of the main front door. Survey repair notes provided as guide; **current conditions to be field verified for final project.**

Number	Configuration	Type	Location	Int. Finish	Approx size	Comments
101	single	9/9 DH	LR	paint	36 x 74	missing lock, storm missing
102	single	6/6 DH	Study	stain	28 x 54	
103	single	6/6 DH	Study	stain	28 x 54	
104	mullion set 1	4/4 DH	Study	stain	20 x 54	missing sash cords
105	mullion set 2	6/6 DH	Study	stain	28 x 54	
106	mullion set 3	4/4 DH	Study	stain	20 x 54	
107	mullion set 1	4/4 DH	Sun Rm	paint	20 x 54	missing lock
108	mullion set 2	6/6 DH	Sun Rm	paint	28 x 54	missing lock
109	mullion set 3	4/4 DH	Sun Rm	paint	20 x 54	missing lock
110	mullion set 1	6/6 DH	LR	paint	20 x 74	bottom rail defect at lift, lock
111	mullion set 2	9/9 DH	LR	paint	28 x 74	missing sash cords
112	mullion set 3	6/6 DH	LR	paint	20 x 74	
113	single	6/6 DH	Bath	paint	28 x 42	missing lift, glass film
114	Bay Window	6/6 DH	Creem	paint	28 x 54	
115	Bay Window	6/6 DH	Creem	paint	28 x 54	
116	Bay Window	6/6 DH	Creem	paint	28 x 54	
117	single	6/6 DH	Creem	paint	28 X54	Covered with display
118	single	6/6 DH	Creem	paint	28 x 54	missing sash cords
119	single	6/6 DH	Hall	paint	28 x 54	
120	mullion set 1	6/6 DH	Dining	paint	20 x 74	defect on Int. Milled profile,
121	mullion set 2	9/9 DH	Dining	paint	28 x 74	
122	mullion set 3	6/6 DH	Dining	paint	20 x 74	broken lock
123	Single-arched	9 panel-fixed	Breeze way	paint	36 x 42 top	
124	Single-arched	9 panel-fixed 3 panel-fixed	Breeze way	paint	36 x 42 top 36 x 20 btm	
125	single	6/6 DH	Garage	paint	28 x 42	missing cords, locks and lifts.
126	single	6/6 DH	Garage	paint	28 x 42	Missing cords, lock, and lifts
127	single	6/6 DH	Garage	paint	28 x 42	missing cords, locks and lifts.
128	single	6/6 DH	Closet	paint	28 x 42	
129	single	9/9 DH	Kitchen	paint	36 x 74	

First Floor Summary

27 - double hung windows; 22 painted, 5 stained
 3 - fixed windows; painted

THE SECRETARY
OF THE INTERIOR'S
**STANDARDS FOR
THE TREATMENT
OF HISTORIC
PROPERTIES**

WITH
**GUIDELINES FOR
PRESERVING,
REHABILITATING,
RESTORING &
RECONSTRUCTING
HISTORIC
BUILDINGS**

**ATTACHMENT F
BIRMINGHAM MUSEUM
PHASE II - LOWER WINDOWS-
ALLEN HOUSE HISTORIC WINDOW
RESTORATION PROJECT**

*Secretary of the Interior Standards for
the Treatment of Historic Properties:
Preservation: (Excerpt; Windows)*

5E



U.S. Department of the Interior
National Park Service
Technical Preservation Services

Under the National Historic Preservation Act (NHPA), the Secretary of the Interior is responsible for establishing professional standards and for providing guidance on the preservation of the nation's historic properties. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* apply to all grants-in-aid projects assisted through the Historic Preservation Fund (authorized by the NHPA) and are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts. The Standards address four treatments: preservation, rehabilitation, restoration, and reconstruction. The treatment Standards, developed in 1992, were codified as 36 CFR Part 68 in the July 12, 1995, Federal Register (Vol. 60, No. 133). They replaced the 1978 and 1983 versions of 36 CFR Part 68, entitled *The Secretary of the Interior's Standards for Historic Preservation Projects*. The revised Guidelines herein replace the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, published in 1995 to accompany the treatment Standards.

The Secretary of the Interior's Standards for the Treatment of Historic Properties are regulatory only for projects receiving Historic Preservation Fund grant assistance and other federally-assisted projects. Otherwise, these Guidelines are intended to provide general guidance for work on any historic building.

Another regulation, 36 CFR Part 67, focuses on "certified historic structures" as defined by the Internal Revenue Service Code of 1986. The Standards for Rehabilitation cited in 36 CFR Part 67 should always be used when property owners are seeking certification for federal tax benefits.

THE SECRETARY OF THE INTERIOR'S **STANDARDS**
FOR THE TREATMENT OF HISTORIC PROPERTIES
WITH
GUIDELINES FOR PRESERVING, REHABILITATING,
RESTORING & RECONSTRUCTING HISTORIC BUILDINGS

Revised by Anne E. Grimmer

*from The Secretary of the Interior's Standards
for the Treatment of Historic Properties with
Guidelines for Preserving, Rehabilitating,
Restoring & Reconstructing Historic Buildings
Kay D. Weeks and Anne E. Grimmer (1995)*

U.S. Department of the Interior
National Park Service
Technical Preservation Services
Washington, D.C.

2017

STANDARDS FOR PRESERVATION & GUIDELINES FOR PRESERVING HISTORIC BUILDINGS

Preservation

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.



Standards for Preservation

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

GUIDELINES FOR PRESERVING HISTORIC BUILDINGS

INTRODUCTION

Preservation is the appropriate treatment when the objective of the project is to retain the building as it currently exists. This means that not only the original historic materials and features will be preserved, but also later changes and additions to the original building. The expressed goal of the **Standards for Preservation and Guidelines for Preserving Historic Buildings** is retention of the building's existing form, features, and materials. This may be as simple as maintaining existing materials and features or may involve more extensive repair. Protection, maintenance, and repair are emphasized while replacement is minimized.

Identify, Retain, and Preserve Historic Materials and Features

The guidance for the treatment **Preservation** begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained to preserve that character. Therefore, guidance on *identifying, retaining, and preserving* character-defining features is always given first.

Stabilize Deteriorated Historic Materials and Features as a Preliminary Measure

Deteriorated portions of a historic building may need to be protected through preliminary stabilization measures until additional work can be undertaken. *Stabilizing* may begin with temporary structural reinforcement and progress to weatherization or correct unsafe conditions. Although it may not be necessary in every

preservation project, stabilization is nonetheless an integral part of the treatment **Preservation**; it is equally applicable to the other treatments if circumstances warrant.

Protect and Maintain Historic Materials and Features

After identifying those materials and features that are important and must be retained in the process of **Preservation** work, then *protecting and maintaining* them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. Protection includes the maintenance of historic materials and features as well as ensuring that the property is protected before and during preservation work.

Repair (Stabilize, Consolidate, and Conserve) Historic Materials and Features

Next, when the physical condition of character-defining materials and features warrants additional work, *repairing* by *stabilizing, consolidating, and conserving* is recommended. The intent of **Preservation** is to retain existing materials and features while introducing as little new material as possible. Consequently, guidance for repairing a historic material, such as masonry, begins with the least degree of intervention possible, such as strengthening materials through consolidation, when necessary, or repointing with mortar of an appropriate strength. Repairing masonry, as well as wood and metal features, may include patching, splicing, or other treatments using recognized preservation methods. All work should be physically and visually compatible.

Limited Replacement in Kind of Extensively Deteriorated Portions of Historic Features

The greatest level of intervention in this treatment is the *limited replacement in kind* of extensively deteriorated or missing components of features when there are surviving prototypes or when the original features can be substantiated by documentary and physical evidence. The replacement material must match the old, both physically and visually (e.g., wood with wood). Thus, with the exception of hidden structural reinforcement, such as steel rods, substitute materials are not appropriate in the treatment **Preservation**. If prominent features are missing, such as an interior staircase or an exterior cornice, then a Rehabilitation or Restoration treatment may be more appropriate.

Code-Required Work: Accessibility and Life Safety

These sections of the **Preservation** guidance address work that must be done to meet accessibility and life-safety requirements. This work may be an important aspect of preservation projects, and it, too, must be assessed for its potential negative impact on the building's character. For this reason, particular care must be taken not to obscure, damage, or destroy character-defining materials or features in the process of undertaking work to meet code requirements.

Resilience to Natural Hazards

Resilience to natural hazards should be addressed as part of a **Preservation** project. A historic building may have existing characteristics or features that help to address or minimize the impacts of natural hazards. These should always be used to best advantage when planning new adaptive treatments so as to have the least impact on the historic character of the building, its site, and setting.

Sustainability

Sustainability should be addressed as part of a **Preservation** project. Good preservation practice is often synonymous with sustainability. Existing energy-efficient features should be retained and repaired. New sustainability treatments should generally be limited to updating existing features and systems so as to have the least impact on the historic character of the building.

The topic of sustainability is addressed in detail in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings*. Although specifically developed for the treatment Rehabilitation, the Sustainability Guidelines can be used to help guide the other treatments.

Preservation as a Treatment. When the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations, Preservation may be considered as a treatment. Prior to undertaking work, a documentation plan for Preservation should be developed.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
<p>Identifying, retaining, and preserving windows and their functional and decorative features that are important to the overall historic character of the building. The window material and how the window operates (e.g., double hung, casement, awning, or hopper) are significant, as are its components (including sash, muntins, ogee lugs, glazing, pane configuration, sills, mullions, casings, or brick molds) and related features, such as shutters.</p>	<p>Altering windows or window features which are important in defining the historic character of the building so that, as a result, the character is diminished.</p> <p>Changing the appearance of windows that contribute to the historic character of the building by replacing materials, finishes, or colors which noticeably change the sash, depth of reveal, and muntin configuration; the reflectivity and color of the glazing; or the appearance of the frame.</p> <p>Obscuring historic wood window trim with metal or other material.</p>
<p>Stabilizing deteriorated or damaged windows as a preliminary measure, when necessary, prior to undertaking preservation work.</p>	<p>Failing to stabilize deteriorated or damaged windows as a preliminary measure, when necessary, prior to undertaking preservation work.</p>
<p>Protecting and maintaining the wood or metal which comprises the window jamb, sash, and trim through appropriate surface treatments, such as cleaning, paint removal, and reapplication of the same protective coating systems.</p>	<p>Failing to protect and maintain materials on a cyclical basis so that deterioration of the window results.</p>
<p>Protecting windows against vandalism before work begins by covering them and by installing alarm systems that are keyed into local protection agencies.</p>	<p>Leaving windows unprotected and subject to vandalism before work begins, thereby also allowing the interior to be damaged if it can be accessed through unprotected windows.</p>
<p>Installing impact-resistant glazing, when necessary for security, so that it is compatible with the historic windows and does not damage them or negatively impact their character.</p>	<p>Installing impact-resistant glazing, when necessary for security, that is not compatible with the historic windows and damages them or negatively impacts their character.</p>
<p>Making windows weathertight by recaulking gaps in fixed joints and replacing or installing weatherstripping.</p>	<p>Replacing windows rather than maintaining the sash, frame, or glazing.</p>
<p>Protecting windows from chemical cleaners, paint, or abrasion during work on the exterior of the building.</p>	<p>Failing to protect historic windows from chemical cleaners, paint, or abrasion when work is being done on the exterior of the building.</p>
<p>Protecting and retaining historic glass when replacing putty or repairing other components of the window.</p>	<p>Failing to protect the historic glass when making repairs.</p>



[10] Historic exterior storm windows preserve and help to insulate wood windows.



[11] Old and brittle glazing putty should be removed carefully before reputtying to keep window glazing weathertight.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Sustaining the historic operability of windows by lubricating friction points and replacing broken components of the operating system (such as hinges, latches, sash chains or cords) or replacing deteriorated gaskets or insulating units.	Failing to maintain windows and window components so that windows are inoperable, or sealing operable sash permanently. Failing to repair and reuse window hardware such as sash lifts, latches, and locks
Adding storm windows with a matching or a one-over-one pane configuration that will not obscure the characteristics of the historic windows. Storm windows improve energy efficiency and are especially beneficial when installed over wood windows because they also protect them from accelerated deterioration.	
Protecting adjacent materials when working on windows.	Failing to protect adjacent materials when working on windows.
Evaluating the overall condition of windows to determine whether more than protection and maintenance, such as repairs to windows and window features, will be necessary.	Failing to undertake adequate measures to ensure the protection of windows.
Repairing window frames and sash by patching, splicing, consolidating, or otherwise reinforcing them using recognized preservation methods.	Removing window frames or sash that could be stabilized, repaired, and conserved, or using untested consolidants, improper repair techniques, or untrained personnel, potentially causing further damage to historic buildings.
Using corrosion-resistant roof fasteners (e.g., nails and clips) to repair a roof to help extend its longevity.	
<i>The following work is highlighted to indicate that it represents the greatest degree of intervention generally recommended within the treatment Preservation, and should only be considered after protection, stabilization, and repair concerns have been addressed.</i>	
Limited Replacement in Kind	
Replacing in kind extensively deteriorated or missing components of windows when there are surviving prototypes, such as frames or sash, or when the replacement can be based on documentary or physical evidence. The new work should match the old in material, design, scale, color, and finish.	Replacing an entire window when limited replacement of deteriorated or missing components is appropriate. Using replacement material that does not match the historic window.



MEMORANDUM

Engineering Department

DATE: March 13, 2023

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Parking Lot No. 5 Slope Repair
Contract - #4-23 (S) Contract Award

INTRODUCTION:

Bids for Parking Lot No. 5 Slope Repair #4-23 (S) were opened on February 7, 2023. One (1) bid was received for consideration, and the Engineering Department is recommending the award for the project to V.I.L. Construction.

BACKGROUND:

The existing slope along the north edge of Parking Lot No. 5 down toward the Rouge River is experiencing erosion. To prevent further erosion in this area and protect the north parking lot including fencing and utilities, plans were developed to collect water runoff along the grass area behind the parking lot before it travels down the slope. The design includes curb cuts along the existing curb to create openings for water to drain into a proposed bio-swale. An additional catch basin with a storm sewer will be installed north of the existing parking lot in the grass area to collect the water runoff.

There were two alternatives bid for this project: Alternate No. 1 – Install New Ornamental 6' High Aluminum Fence, and Alternate No. 2 – Bio-Swale Plantings. The existing fence requires removal to install the additional storm sewer system and the bio-swale. An alternative was bid to replace the fence with 6' high ornamental aluminum fencing. This will allow visibility to the river from the parking lot and help the City to visually inspect the slope and utilities. This project will be constructed in the Spring of 2023 which is one of the optimal times to install bio-swale plantings. Also, the plantings will be installed when the north bay of parking spaces is closed for the project construction access.

After this project is completed, Parking Lot No. 5 will be repaved through the 2021 Resurfacing Program contract. The parking lot will be restriped during this project and will include a pedestrian crosswalk area from the northeast corner of the parking lot to the south portion of the parking lot toward the Willits and Bates intersection.

The Engineering Department opened and read bids on February 7, 2023. One (1) bid was received as listed in the attached summary. The Engineering Department recommends awarding this contract, which includes the Base Bid, Alternate No. 1 – Install New Ornamental 6' High Aluminum Fence, and Alternate No. 2 – Bio-Swale Plantings to V.I.L. Construction, who has completed previous construction projects in the city and understands expectations.

LEGAL REVIEW:

The City's standard contract language was used for this bidding document which the City Attorney has reviewed and approved. No legal issues exist based on the documentation.

FISCAL IMPACT:

This project was budgeted for \$105,000.00 in the 2022/2023 fiscal year, in the Automobile Parking System under Public Improvements. The total construction cost for the project is estimated to be \$241,597.65 which includes the V.I.L. Construction bid amount of \$230,093.00 and 5% construction contingency. The project award will be funded by the following account:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Automobile Parking System	514.1-594.005-981.0100	\$230,093.00	\$11,504.65	\$241,597.65

Amendments to the budget will be necessary to include Alternate No. 1 – Install New Ornamental 6' High Aluminum Fence, and Alternate No. 2 – Bio-Swale Plantings. Installing the bio-swale plantings is more sustainable and helps achieve the City Commission's goal of upgrading infrastructure to prepare for future climate conditions.

PUBLIC COMMUNICATIONS:

Communication with property owners in the project area and users of the parking lot will be included in the general project announcement.

SUMMARY:

It is recommended that Parking Lot No. 5 Slope Repair #4-23 (S), be awarded to V.I.L. Construction.

ATTACHMENTS:

- Project Area Map (1 page)
- Bid Summary (1 page)
- Hubbell, Roth, and Clark Recommendation Letter (1 page)
- Contract (145 pages)
- Plans (9 pages)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the construction project budget and award the Parking Lot No. 5 Slope Repairs #4-23 (S) to V.I.L. Construction in the amount of \$230,093.00. In addition, to authorized the Mayor and City Clark to sign the agreements on behalf of the City. Funding for this project will be charged to the following accounts:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Automobile Parking System	514.1-594.005-981.0100	\$230,093.00	\$11,504.65	\$241,597.65

To approve the appropriation and amendment of the fiscal year 2022/2023 budget as follows:

Automobile Parking System:

Revenues:

Draw from Fund Balance 514.1-000.000-400.0000 \$136,600.00

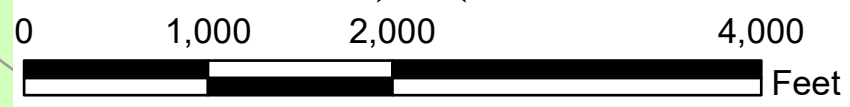
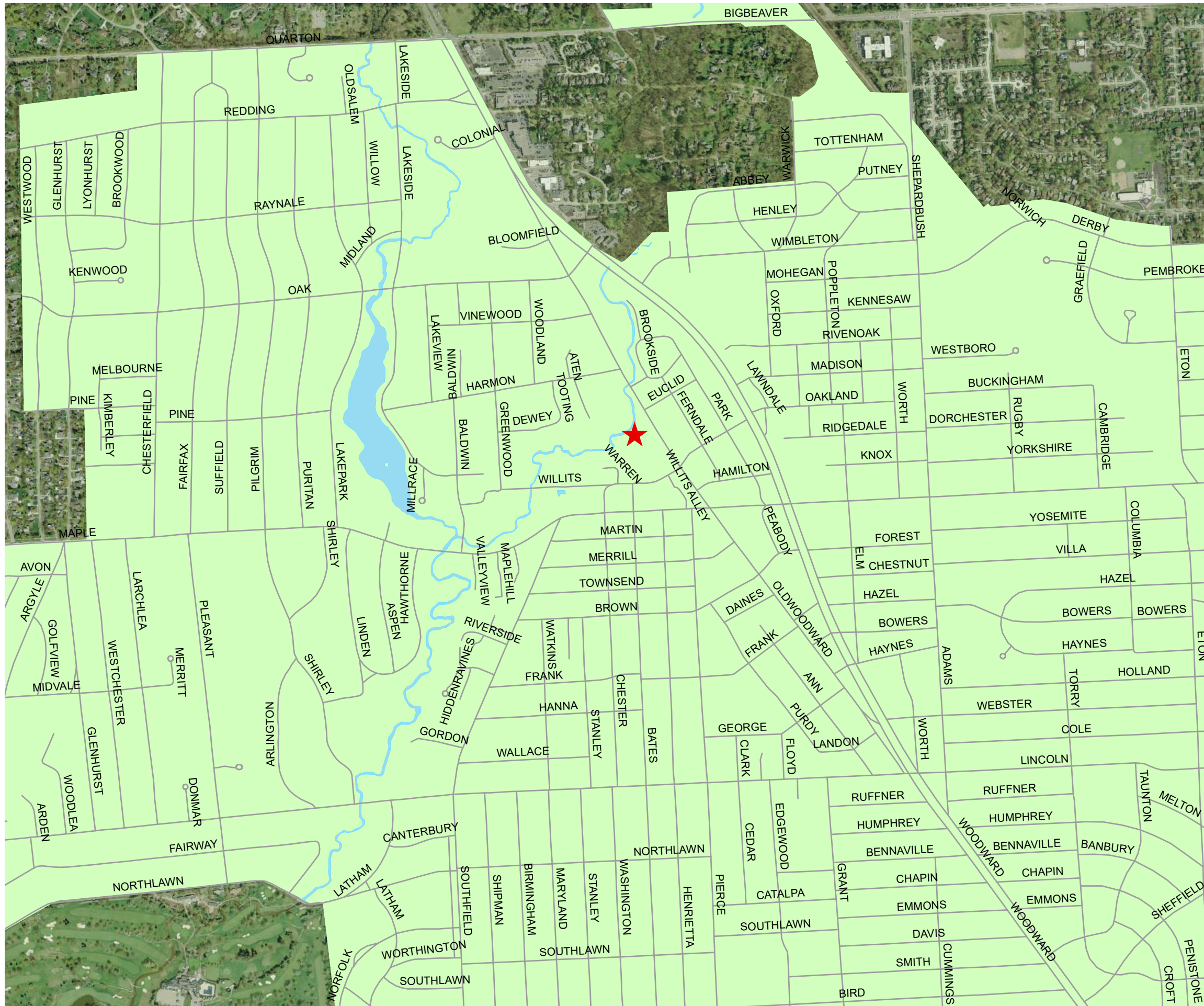
Expenditures:

Public Improvements 514.1-594.005-981.0100 \$136,600.00

2023 Capital Improvements

Legend

-  Parking Lot 5 Slope Repair 4-23(S)



1 inch = 1,042 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham

City of Birmingham
Contract #4-23(P)

NO.	ITEM DESCRIPTION	Qty	Units	VIL	
				Unit Price	Amount
BASE BID PAY ITEMS					
1	Mobilization, Max 20%	1	LS	\$ 35,000.00	\$ 35,000.00
2	Erosion Control, Silt Fence (Detail SP-2)	400	LF	\$ 2.00	\$ 800.00
3	Erosion Control, Low Point Inlet Filter (Detail SI-2A)	5	EA	\$ 100.00	\$ 500.00
4	Site Clearing and Grading	1	LS	\$ 72,000.00	\$ 72,000.00
5	Remove Conc. Curb	28	FT	\$ 15.00	\$ 420.00
6	Conc. Curb Spillway	4	EA	\$ 1,500.00	\$ 6,000.00
7	Ledge Rock Level Spreader (18" tall x 24" wide x 48" min length pieces)	20	FT	\$ 300.00	\$ 6,000.00
8	Riprap, Natural, Plain	70	SYD	\$ 125.00	\$ 8,750.00
9	Dr Structure, Maintenance Basin, 24"dia, HDPE	2	EA	\$ 4,500.00	\$ 9,000.00
10	Storm Sewer, 12" Dia, Corr Dual-Wall HDPE	20	FT	\$ 150.00	\$ 3,000.00
11	Turf Reinforcement Mat	250	SYD	\$ 3.00	\$ 750.00
12	Erosion Control Blanket	550	SYD	\$ 1.50	\$ 825.00
13	Compost Planting Medium, Furn, 12 inch	180	SYD	\$ 10.00	\$ 1,800.00
14	Compost Planting Medium, Furn, 3 inch	500	SYD	\$ 5.00	\$ 2,500.00
15	Native Seed Mix, Slope Stabilization & Fertilizer	480	SYD	\$ 5.00	\$ 2,400.00
16	Native Seed Mix, Fescue Blend & Fertilizer	200	SYD	\$ 6.00	\$ 1,200.00
17	Native Seed Mix, Bio-Swale	180	SYD	\$ 8.00	\$ 1,440.00
18	Fence, Remove, Salvage & Re-Install	245	LFT	\$ 20.00	\$ 4,900.00
19	Temp Construction Fencing & Minor Traffic Control Devices	1	LS	\$ 3,500.00	\$ 3,500.00
20	Inspector Crew Days	10	Days	\$ 400.00	\$ 4,000.00
BASE BID PAY ITEMS					\$ 164,785.00
ALTERNATE NO. 1 PAY ITEMS					
21	Fence, Remove	245	LFT	\$ 10.00	\$ 2,450.00
22	Fence, Ornamental, Aluminum 6' High, incl 4' Wide Gate	245	LFT	\$ 130.00	\$ 31,850.00
23	Additional Inspector Crew Days	2	Days	\$ 400.00	\$ 800.00
ALTERNATE NO. 1 PAY ITEMS					\$ 35,100.00
ALTERNATE NO. 2 PAY ITEMS					
24	Bio-Swale Plantings, Grasses, #1 Containers	60	EA	\$ 30.00	\$ 1,800.00
25	Bio-Swale Plantings, Perennials, #1/#2 Containers	336	EA	\$ 28.00	\$ 9,408.00
26	Bio-Swale Plantings, Shrubs, #3/#5 Containers	160	EA	\$ 75.00	\$ 12,000.00
27	Shredded Hardwood Mulch	200	SY	\$ 25.00	\$ 5,000.00
28	Additional Inspector Crew Days	5	Days	\$ 400.00	\$ 2,000.00
ALTERNATE NO. 2 PAY ITEMS					\$ 30,208.00

TOTAL

\$ 230,093.00



February 9, 2023

City of Birmingham
151 Martin Street
Birmingham, Michigan 48012

Attn: Ms. Melissa Coatta, P.E., City Engineer

Re: Municipal Parking Lot No. 5 Slope Stabilization
Recommendation for Bid Award

HRC Job No. 20220180.07
City Contract No. 4-23(S)

Dear Ms. Coatta,

Bids for the subject project were taken on Tuesday, February 7th, at 2:00 p.m. at City Hall. One (1) bid was received and read. The low bidder for the project is V.I.L. Construction, Inc. of Sterling Heights, Michigan, with a base bid of \$164,785.00 and a total bid with both alternatives of \$230,093.00. The bid amount is generally in line with the Engineer's Opinion of Probable Construction Cost, with an estimated base bid amount of \$156,000.00 and an estimated total of \$216,500.00.

The bid has been checked, and a minor discrepancy has been noted. The amount bid for Mobilization, \$35,000.00, is greater than the maximum permitted 20% of the base bid contract value. However, when considering the total bid amount with both alternatives, the amount bid for mobilization works out to be approximately 18.5% of the total construction amount minus this item, which is satisfactory.

Since the project involves two (2) alternatives the City intends to proceed with, we have tabulated the total consolidated construction cost to aid in the City's assessment of the project award on the attached sheet. Items no. 17 'Native Seed Mix, Bio-Swale' and no. 18 'Fence, Remove, Salv & Re-install' are replaced by the additional scope of work covered by Alternative No. 2 and No. 1, respectively. Therefore, they have been reduced to no-cost items in the attached table. Additionally, items no. 23 and 28 'Additional Inspector Crew Days' have been consolidated into item no. 20 'Inspector Crew Days' in the table. The consolidated total contract amount is, therefore, \$223,753.00.

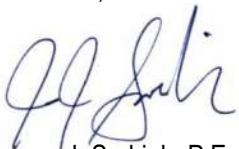
V.I.L. Construction provided several references for similar work performed recently, and we received favorable responses to our inquiry about their job performance.

In our capacity as Consulting Engineers for the City of Birmingham, we recommend that the contract for the *Municipal Parking Lot No. 5 Slope Stabilization – Contract #4-23(S)* project be awarded to V.I.L. Construction, Inc in the amount of **\$223,753.00**.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James J. Surhigh, P.E.
Associate



Remington J. Koch, P.E.
Staff Engineer

pc: HRC; M. MacDonald, File

**MUNICIPAL PARKING LOT #5
SLOPE EROSION REPAIR**

CONTRACT # 4-23(S)



**CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT**

Contractor's Name: V.I.L. Construction, Inc. Copy #

MUNICIPAL PARKING LOT #5 SLOPE EROSION REPAIR

CONTRACT #4-23(S)

INDEX

100	Proposal _____	8 Pages
110	Contract _____	2 Pages
120	Performance Bond _____	2 Pages
130	Payment Bond _____	2 Pages
140	Payment Forms _____	7 Pages
	- Request For Partial Payment	
	- Request For Final Payment	
	- Sworn Statement	
	- Work Directive	
200	Advertisement _____	1 Page
301	Supplemental Instructions to Bidders _____	3 Pages
310	General Instructions to Bidders _____	4 Pages
400	General Requirements _____	16 Pages
410	Iran Sanctions Act Certification Form _____	1 Page
450	Supplemental Specifications _____	8 Pages
600	Sewers and Related Structures _____	11 Pages
700	Earthwork & Site Clearing _____	18 Pages
711	Portland Cement Concrete Durability Requirements _____	5 Pages
880	Special Landscaping Requirements _____	9 Pages
881	Rolled Erosion Control Products _____	8 Pages
885	In-Stream Structures _____	3 Pages
886	Native Plantings _____	10 Pages
887	Seeding _____	7 Pages

**CITY OF BIRMINGHAM
MUNICIPAL PARKING LOT #5 SLOPE EROSION REPAIR
CONTRACT # 4-23(S)**

ADDENDUM No. 1

Tuesday, January 31, 2023

The following addenda items are to be included by all bidders in the work of this Project:

GENERAL

1. **All bidders shall note receipt of this Addendum No. 1 on the outside of the envelope containing their bid. This addendum contains nineteen (19) pages; eleven (11) pages of revised specifications (Sections 301 & 450) and eight (8) pages of EGLE Permit.**
2. **The date, time, and place of the bid opening are unchanged by the issuance of this addendum. Bids will be accepted at the City of Birmingham Clerk's office until 2:00 PM, local time, on Tuesday, February 7, 2023. The bid opening will follow in the City Commission Room on the second floor.**
3. Specification Section 301 was updated in regards to substantial and final completion dates for both the base bid scope of work and if one or more alternates are selected (3 pages).
4. Specification Section 450 was updated, specifically, Items 1.04, 1.14, 2.11, and 2.13 were revised. The revisions were to clarify these sections that are related to the time of completion, sequence of construction, and the EGLE Permit (8 pages).
5. A copy of the issued EGLE Part 31, Floodplain and Part 301, Inland Lakes and Streams Permit for this project is attached. The permit number is WRP034417 (8 pages).

ATTACHMENTS

Section 301 of the Specifications (3 pages)
Section 450 of the Specifications (8 pages)
EGLE Part 31 & Part 301 Permit No. WRP034417 (8 pages)



NOTICE OF AUTHORIZATION

Permit Number: **WRP034417 v. 1**

Issued Date: **July 28, 2022**

Site Name: **63-Old Woodward and Bates St-Birmingham** Expiration Date: **July 28, 2027**

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

- Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.
- Part 303, Wetlands Protection.
- Part 315, Dam Safety.
- Part 323, Shorelands Protection and Management.
- Part 325, Great Lakes Submerged Lands.
- Part 353, Sand Dunes Protection and Management.

Authorized activity:

This permit authorizes the following activities within the Rouge River 100 year floodplain and work below the ordinary high water mark: excavate approximately 5 cubic yards of existing soil from the river bank to create a swale discharge channel around an existing 15" HDPE pipe; install approximately 10 yds of non-woven geotextile fabric in excavated channel; install approximately 5 cubic yards of rip-rap (limestone) in outlet channel; and revegetate adjacent disturbed areas with a native floodplain seed mix, turf reinforcement fabric and coir logs on upper slope. **All work shall be completed in accordance with the attached plans and terms and conditions of this permit**

To be conducted at property located in: Oakland County, Waterbody: Rouge River
Section 25, Town 02N, Range 10E, City of Birmingham

Permittee:

Austin Fletcher, City of Birmingham - Engineering Dept.
151 Martin St.
Birmingham, MI 48009

Pat Durack
Warren District Office
Water Resources Division
586-256-7273

*This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.*
Please refer to the above permit number with any questions or concerns.

EGLE/WRD
WRP034417 v1.0
Approved
Issued On:07/28/2022
Expires On:07/28/2027

ATTACHMENT NAME:

Resources Individual or Minor Permit (WORD).pdf

ATTACHMENT TYPE:

Adobe Portable Document Format (PDF) compound image



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
PERMIT

Issued To:

Austin Fletcher, City of Birmingham - Engineering Dept.
151 Martin St.
Birmingham, MI 48009

Permit No: WRP034417 v.1
Submission No.: HP0-WCWK-DVKRW
Site Name: 63-Old Woodward and Bates St-Birmingham
Issued: July 28, 2022
Revised:
Expires: July 28, 2027

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- Part 301, Inland Lakes and Streams
- Part 303, Wetlands Protection
- Part 315, Dam Safety
- Part 31, Water Resources Protection (Floodplain Regulatory Authority)
- Part 323, Shorelands Protection and Management
- Part 325, Great Lakes Submerged Lands
- Part 353, Sand Dunes Protection and Management

EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan's water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

This permit authorizes the following activities within the Roue River 100 year floodplain and work below the ordinary high water mark: excavate approximately 5 cubic yards of existing soil from the river bank to create a swale discharge channel around an existing 15" HDPE pipe; install approximately 10 yds of non-woven geotextile fabric in excavated channel; install approximately 5 cubic yards of rip-rap (limestone) in outlet channel; and revegetate adjacent disturbed areas with a native floodplain seed mix, turf reinforcement fabric and coir logs on upper slope. All work shall be completed in accordance with the attached plans and terms and conditions of this permit.

EGEGARD
WRP034417 v1.0
Approved
Issued On:07/28/2022
Expires On:07/28/2027

Waterbody Affected: Rouge River
Property Location: Oakland County, City of Birmingham, Town/Range/Section 02N10E25

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also

EGLE/WRD
WRP034417 v1.0
Approved
Issued On:07/28/2022
Expires On:07/28/2027

submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.

- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
 - 1. Authority granted by this permit does not waive permit or program requirements under Part 91 of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit <https://www.michigan.gov/egle/about/organization/water-resources/soil-erosion/sesc-overview> and select "Soil Erosion and Sedimentation Control Agencies".
 - 2. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
 - 3. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.
 - 4. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
 - 5. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.
 - 6. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

All fill shall consist of clean, washed rock or stone that is free of fines, other soil materials, any contaminants, or pollutants.

Under Appendix G of the Michigan Building Code 2009, a local building permit is required for development located in flood hazard areas.

The project is located within a community that participates in the National Flood Insurance Program (NFIP). As a participant in the NFIP, the community must comply with the Michigan Building Code (including Appendix G and listed supporting materials); the Michigan Residential Code; and Title 44 of the Code of Federal Regulations, Part 60, Criteria for Land Management and Use. The community is also responsible to ensure that its floodplain maps and studies are maintained to show changes to flood elevations and flood delineations as described in 44 CFR, Part 65, Identification and Mapping of Special Hazard Areas.

Issued By: 
Pat Durack
Warren District Office
Water Resources Division
586-256-7273

THIS PERMIT MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this permit.

Permittee Signature

Date

cc: Birmingham Clerk
Oakland County Drain Commissioner
Oakland County

ATTACHMENT NAME:

Permitted Plans for site 63-Old Woodward and Bates St-Birmingham.pdf

ATTACHMENT TYPE:

Adobe Portable Document Format (PDF) compound image

City of Birmingham
A tradition of excellence

HRC
HUBBELL, ROY & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915
200 ALABAMA DRIVE
BIRMINGHAM, AL 35203
PH (205) 988-5000 FAX (205) 988-5010
WWW.HRC-INC.COM

PROJECT NO.	12-1893
PROJECT NAME	MUNICIPAL PARKING LOT #5
DATE	11/15/17
DESIGNED BY	12/15/17
DRAWN BY	12/15/17
CHECKED BY	12/15/17
APPROVED BY	M.S.A.L.
SCALE	AS NOTED
SHEET	5 OF 5

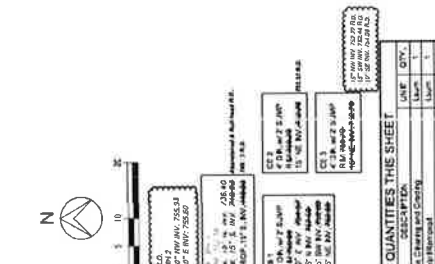


CITY OF BIRMINGHAM
MUNICIPAL PARKING LOT #5
OUTFALL REPAIR
CITY CONTRACT NO. 12-1893

CONSTRUCTION PLAN



NOTE: ALL COSTS FOR REPAIRS TO EXISTING STRUCTURES SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE REPAIRS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BIRMINGHAM AND THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT. ALL COSTS FOR MATERIALS AND LABOR SHALL BE INCLUDED IN THE UNIT PRICE BID. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BIRMINGHAM AND THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT. ALL COSTS FOR MATERIALS AND LABOR SHALL BE INCLUDED IN THE UNIT PRICE BID.



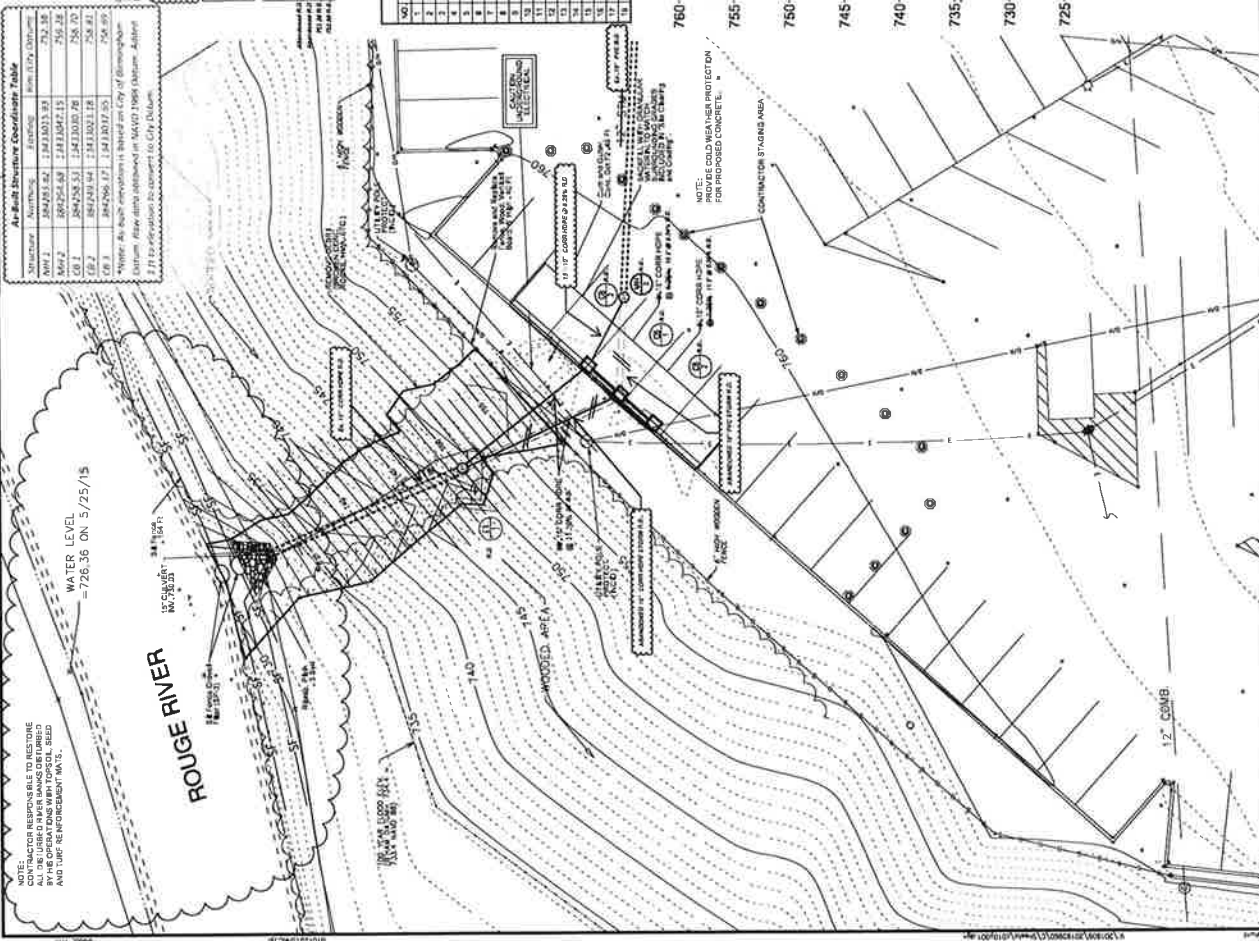
As-Built Structure Coordinate Table

Structure	Northings	Eastings	Notes
WY 2	284253.42	2843013.93	752.36
WY 3	284254.48	2843014.15	756.28
WY 4	284255.51	2843013.79	758.20
WY 5	284256.54	2843013.43	760.12
WY 6	284257.57	2843013.07	762.04
WY 7	284258.60	2843012.71	763.96
WY 8	284259.63	2843012.35	765.88
WY 9	284260.66	2843011.99	767.80
WY 10	284261.69	2843011.63	769.72
WY 11	284262.72	2843011.27	771.64
WY 12	284263.75	2843010.91	773.56
WY 13	284264.78	2843010.55	775.48
WY 14	284265.81	2843010.19	777.40
WY 15	284266.84	2843009.83	779.32
WY 16	284267.87	2843009.47	781.24
WY 17	284268.90	2843009.11	783.16
WY 18	284269.93	2843008.75	785.08
WY 19	284270.96	2843008.39	787.00
WY 20	284271.99	2843008.03	788.92
WY 21	284273.02	2843007.67	790.84
WY 22	284274.05	2843007.31	792.76
WY 23	284275.08	2843006.95	794.68
WY 24	284276.11	2843006.59	796.60
WY 25	284277.14	2843006.23	798.52
WY 26	284278.17	2843005.87	800.44
WY 27	284279.20	2843005.51	802.36
WY 28	284280.23	2843005.15	804.28
WY 29	284281.26	2843004.79	806.20
WY 30	284282.29	2843004.43	808.12
WY 31	284283.32	2843004.07	810.04
WY 32	284284.35	2843003.71	811.96
WY 33	284285.38	2843003.35	813.88
WY 34	284286.41	2843002.99	815.80
WY 35	284287.44	2843002.63	817.72
WY 36	284288.47	2843002.27	819.64
WY 37	284289.50	2843001.91	821.56
WY 38	284290.53	2843001.55	823.48
WY 39	284291.56	2843001.19	825.40
WY 40	284292.59	2843000.83	827.32
WY 41	284293.62	2843000.47	829.24
WY 42	284294.65	2843000.11	831.16
WY 43	284295.68	2842999.75	833.08
WY 44	284296.71	2842999.39	835.00
WY 45	284297.74	2842999.03	836.92
WY 46	284298.77	2842998.67	838.84
WY 47	284299.80	2842998.31	840.76
WY 48	284300.83	2842997.95	842.68
WY 49	284301.86	2842997.59	844.60
WY 50	284302.89	2842997.23	846.52
WY 51	284303.92	2842996.87	848.44
WY 52	284304.95	2842996.51	850.36
WY 53	284305.98	2842996.15	852.28
WY 54	284307.01	2842995.79	854.20
WY 55	284308.04	2842995.43	856.12
WY 56	284309.07	2842995.07	858.04
WY 57	284310.10	2842994.71	859.96
WY 58	284311.13	2842994.35	861.88
WY 59	284312.16	2842993.99	863.80
WY 60	284313.19	2842993.63	865.72
WY 61	284314.22	2842993.27	867.64
WY 62	284315.25	2842992.91	869.56
WY 63	284316.28	2842992.55	871.48
WY 64	284317.31	2842992.19	873.40
WY 65	284318.34	2842991.83	875.32
WY 66	284319.37	2842991.47	877.24
WY 67	284320.40	2842991.11	879.16
WY 68	284321.43	2842990.75	881.08
WY 69	284322.46	2842990.39	883.00
WY 70	284323.49	2842990.03	884.92
WY 71	284324.52	2842989.67	886.84
WY 72	284325.55	2842989.31	888.76
WY 73	284326.58	2842988.95	890.68
WY 74	284327.61	2842988.59	892.60
WY 75	284328.64	2842988.23	894.52
WY 76	284329.67	2842987.87	896.44
WY 77	284330.70	2842987.51	898.36
WY 78	284331.73	2842987.15	900.28
WY 79	284332.76	2842986.79	902.20
WY 80	284333.79	2842986.43	904.12
WY 81	284334.82	2842986.07	906.04
WY 82	284335.85	2842985.71	907.96
WY 83	284336.88	2842985.35	909.88
WY 84	284337.91	2842984.99	911.80
WY 85	284338.94	2842984.63	913.72
WY 86	284339.97	2842984.27	915.64
WY 87	284341.00	2842983.91	917.56
WY 88	284342.03	2842983.55	919.48
WY 89	284343.06	2842983.19	921.40
WY 90	284344.09	2842982.83	923.32
WY 91	284345.12	2842982.47	925.24
WY 92	284346.15	2842982.11	927.16
WY 93	284347.18	2842981.75	929.08
WY 94	284348.21	2842981.39	931.00
WY 95	284349.24	2842981.03	932.92
WY 96	284350.27	2842980.67	934.84
WY 97	284351.30	2842980.31	936.76
WY 98	284352.33	2842979.95	938.68
WY 99	284353.36	2842979.59	940.60
WY 100	284354.39	2842979.23	942.52

QUANTITIES THIS SHEET

NO.	DESCRIPTION	UNIT	CITY
1	Exc. Concrete	cu yd	1
2	Exc. Material	cu yd	1
3	Comp. Form	sq ft	1
4	Formwork	sq ft	1
5	Rebar	lb	1
6	Exc. Gravel	cu yd	1
7	Exc. Sand	cu yd	1
8	Exc. Clay	cu yd	1
9	Exc. Silt	cu yd	1
10	Exc. Loam	cu yd	1
11	Exc. Topsoil	cu yd	1
12	Exc. Subsoil	cu yd	1
13	Exc. Bedrock	cu yd	1
14	Exc. Rock	cu yd	1
15	Exc. Gravel	cu yd	1
16	Exc. Sand	cu yd	1
17	Exc. Clay	cu yd	1
18	Exc. Silt	cu yd	1
19	Exc. Loam	cu yd	1
20	Exc. Topsoil	cu yd	1
21	Exc. Subsoil	cu yd	1
22	Exc. Bedrock	cu yd	1
23	Exc. Rock	cu yd	1
24	Exc. Gravel	cu yd	1
25	Exc. Sand	cu yd	1
26	Exc. Clay	cu yd	1
27	Exc. Silt	cu yd	1
28	Exc. Loam	cu yd	1
29	Exc. Topsoil	cu yd	1
30	Exc. Subsoil	cu yd	1
31	Exc. Bedrock	cu yd	1
32	Exc. Rock	cu yd	1
33	Exc. Gravel	cu yd	1
34	Exc. Sand	cu yd	1
35	Exc. Clay	cu yd	1
36	Exc. Silt	cu yd	1
37	Exc. Loam	cu yd	1
38	Exc. Topsoil	cu yd	1
39	Exc. Subsoil	cu yd	1
40	Exc. Bedrock	cu yd	1
41	Exc. Rock	cu yd	1
42	Exc. Gravel	cu yd	1
43	Exc. Sand	cu yd	1
44	Exc. Clay	cu yd	1
45	Exc. Silt	cu yd	1
46	Exc. Loam	cu yd	1
47	Exc. Topsoil	cu yd	1
48	Exc. Subsoil	cu yd	1
49	Exc. Bedrock	cu yd	1
50	Exc. Rock	cu yd	1
51	Exc. Gravel	cu yd	1
52	Exc. Sand	cu yd	1
53	Exc. Clay	cu yd	1
54	Exc. Silt	cu yd	1
55	Exc. Loam	cu yd	1
56	Exc. Topsoil	cu yd	1
57	Exc. Subsoil	cu yd	1
58	Exc. Bedrock	cu yd	1
59	Exc. Rock	cu yd	1
60	Exc. Gravel	cu yd	1
61	Exc. Sand	cu yd	1
62	Exc. Clay	cu yd	1
63	Exc. Silt	cu yd	1
64	Exc. Loam	cu yd	1
65	Exc. Topsoil	cu yd	1
66	Exc. Subsoil	cu yd	1
67	Exc. Bedrock	cu yd	1
68	Exc. Rock	cu yd	1
69	Exc. Gravel	cu yd	1
70	Exc. Sand	cu yd	1
71	Exc. Clay	cu yd	1
72	Exc. Silt	cu yd	1
73	Exc. Loam	cu yd	1
74	Exc. Topsoil	cu yd	1
75	Exc. Subsoil	cu yd	1
76	Exc. Bedrock	cu yd	1
77	Exc. Rock	cu yd	1
78	Exc. Gravel	cu yd	1
79	Exc. Sand	cu yd	1
80	Exc. Clay	cu yd	1
81	Exc. Silt	cu yd	1
82	Exc. Loam	cu yd	1
83	Exc. Topsoil	cu yd	1
84	Exc. Subsoil	cu yd	1
85	Exc. Bedrock	cu yd	1
86	Exc. Rock	cu yd	1
87	Exc. Gravel	cu yd	1
88	Exc. Sand	cu yd	1
89	Exc. Clay	cu yd	1
90	Exc. Silt	cu yd	1
91	Exc. Loam	cu yd	1
92	Exc. Topsoil	cu yd	1
93	Exc. Subsoil	cu yd	1
94	Exc. Bedrock	cu yd	1
95	Exc. Rock	cu yd	1
96	Exc. Gravel	cu yd	1
97	Exc. Sand	cu yd	1
98	Exc. Clay	cu yd	1
99	Exc. Silt	cu yd	1
100	Exc. Loam	cu yd	1

NOTE: ALL CORE LOGS SHALL BE STAMPED IN PLACE PER MANUFACTURER'S INSTRUCTIONS FOR PROPOSED CONCRETE. ALL CORE LOGS SHALL BE STAMPED IN PLACE PER MANUFACTURER'S INSTRUCTIONS FOR PROPOSED CONCRETE.



No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
5.	Remove Conc Curb @ Fifteen and No Cents	28	FT	15.00	420.00
6.	Conc Curb Spillway @ One Thousand Five Hundred and No Cents	4	EA	1,500.00	6,000.00
7.	Ledge Rock Level Spreader (18" tall x 24" wide x 48" min length pieces) @ Three Hundred and No Cents	20	FT	300.00	6,000.00
8.	Riprap, Natural, Plain @ One Hundred Twenty Five and No Cents	70	SYD	125.00	8,750.00
9.	Dr Structure, Maintenance Basin, 24" dia, HDPE @ Four Thousand Five Hundred and No Cents	2	EA	4,500.00	9,000.00
10.	Storm Sewer, 12" Dia, Corr Dual-Wall HDPE @ One Hundred Fifty and No Cents	20	FT	150.00	3,000.00
11.	Turf Reinforcement Mat @ Three and No Cents	250	SYD	3.00	750.00
12.	Erosion Control Blanket @ One and Fifty Cents	550	SYD	1.50	825.00
13.	Compost Planting Medium, Furn, 12 inch @ Ten and No Cents	180	SYD	10.00	1,800.00
14.	Compost Planting Medium, Furn, 3 inch @ Five and No Cents	500	SYD	5.00	2,500.00
15.	Native Seed Mix, Slope Stabilization & Fertilizer @ Five and No Cents	480	SYD	5.00	2,400.00
16.	Native Seed Mix, Fescue Blend & Fertilizer @ Six and No Cents	200	SYD	6.00	1,200.00
17.	Native Seed Mix, Bio-Swale @ Eight and No Cents	180	SYD	8.00	1,440.00

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
18.	Fence, Remove, Salvage & Re-Install @ Twenty and No Cents	245	LFT	20.00	4,900.00
19.	Temp Construction Fencing & Minor Traffic Control Devices @ Three Thousand Five Hundred and No Cents	1	LS	3,500.00	3,500.00
20.	Inspector Crew Days @ Ten Days	<u>10</u>	DAYS	\$400.00	4,000.00
SUBTOTAL BASE BID PAY ITEMS				\$	<u>164,785.00</u>

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
ALTERNATE NO. 1 PAY ITEMS					
21.	Fence, Remove @ Ten and No Cents	245	LFT	10.00	2,450.00
22.	Fence, Ornamental, Aluminum 6' High, incl 4' Wide Gate @ One Hundred Thirty and No Cents	245	LFT	130.00	31,850.00
23.	Additional Inspector Crew Days @ Two Days	<u>2</u>	DAYS	\$400.00	800.00
SUBTOTAL ALTERNATE NO. 1 PAY ITEMS				\$	<u>35,100.00</u>

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
ALTERNATE NO. 2 PAY ITEMS					
24.	Bio-Swale Plantings, Grasses, #1 Containers @ Thirty and No Cents	60	EA	30.00	1,800.00

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
25.	Bio-Swale Plantings, Perennials, #1/#2 Containers @ Twenty Eight and No Cents	336	EA	28.00	9,408.00
26.	Bio-Swale Plantings, Shrubs, #3/#5 Containers @ Seventy Five and No Cents	160	EA	75.00	12,000.00
27.	Shredded Hardwood Mulch @ Twenty Five and No Cents	200	SYD	25.00	5,000.00
28.	Additional Inspector Crew Days @ Five Days	5	DAYS	\$400.00	2,000.00
SUBTOTAL ALTERNATE NO. 2 PAY ITEMS				\$	30,208.00

TOTAL BASE BID & BOTH ALTERNATES NO. 1 & 2 (WRITE OUT IN WORDS):

Two Hundred Thirty Thousand Ninety Three and No Cents

Accompanying this proposal is a certified check, bid bond or bank draft in the amount of five (5) percent of the total bid, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

The City of Birmingham reserves the right to award the Base Bid or the Base Bid plus any individual Alternate or combination of Alternates.

In submitting this bid, it is understood that the right is reserved by the City of Birmingham, Michigan to reject any or all bids.

The undersigned hereby agrees to execute a contract with the City of Birmingham, Michigan according to the forms attached hereto and furnish the required bonds, all within twenty-one (21) days after the award of the contract; and will fully complete all work as stated under TIME OF COMPLETION and LIQUIDATED DAMAGES in Supplemental Instructions to Bidders.

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name V.I.L. Construction, Inc.

Street Address 6670 Sims Drive

City Sterling Heights County Macomb

State/Zip Code 48313

Email a_vani@comcast.net

Telephone (586) 979-6020 Fax (586) 979-7355

Date February 7, 2023

Signed by 

Print Name: Anthony Vani

Title: President

If a corporation, give state in which incorporated: Michigan

Witnessed: 

Print Name: Michael Vani

Name of Superintendent Nick Higgins

Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name Matt Slicker Address 555 Hulet Drive, Bloomfield Hills, MI 48303

Firm Hubbell, Roth, and Clark, Inc. Telephone (248) 454-6300

Name Matt Parks Address 34000 Plymouth Road, Livonia, MI 48150

Firm OHM Advisors, Inc. Telephone (734) 522-6711

Name Greg Marker Address 34000 Plymouth Road, Livonia, MI 48150

Firm OHM Advisors, Inc. Telephone (734) 522-6711

Give below the last five (5) projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: Long Lake Emergency Sanitary Sewer Repair

Date Started September 2022 Finished Ongoing

Name Christopher Ross Address 555 Hulet Drive, Bloomfield Hills, MI 48303

Firm Hubbell, Roth, and Clark, Inc. Telephone (248) 454-6300

Project #2: Name of Project: Riverside Bank Stabilization - Auburn Hills

Date Started March 2022 Finished Live Stakes installed January 2023

Name Jerry Ashburn Address 2365 Pontiac Road, Suite 201, Auburn Hills, MI 48326

Firm OHM Advisors, Inc. Telephone (248) 751-3100

Project #3: Name of Project: Northwestern Highway Improvements (Subcontract to Proline)

Date Started August 2022 Finished November 2022

Name Matt Slicker Address 555 Hulet Drive, Bloomfield Hills, MI 48303

Firm Hubbell, Roth, and Clark, Inc. Telephone (248) 454-6300

Project #4: Name of Project: Orchard Lake Over Tributary Culvert Replacement

Date Started July 2022 Finished September 2022

Name Mason Ali Address 31001 Lahser Road, Beverly Hills, MI 48025

Firm RCOC Telephone (248) 858-4804

Project #5: Name of Project: Union Lake Culvert Replacement

Date Started June 2022 Finished October 2022

Name Mason Ali Address 31001 Lahser Road, Beverly Hills, MI 48025

Firm RCOC Telephone (248) 858-4804

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name None Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

END OF SECTION



INSURANCE BINDER

DATE (MM/DD/YYYY)
3/8/2023**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.**

AGENCY Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960 PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 CODE: SUB CODE: AGENCY CUSTOMER ID: 00000199 INSURED AND MAILING ADDRESS City of Birmingham 151 Martin Street P. O. Box 3001 Birmingham MI 48012-3001		COMPANY CNA Insurance Companies BINDER # B233874987	
DATE EFFECTIVE 3/8/2023 12:01		TIME <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
DATE EXPIRATION 5/7/2023		TIME <input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON	
<input type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY <input type="checkbox"/> PER EXPIRING POLICY #: OCP			
DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Project: Municipal Parking Lot #5 Slope Erosion Repair Contract #4-23(S) Job Cost: \$230,093 Contractor: V.I.L. Construction Inc. 6670 Sims Road Sterling Heights, MI 48313			

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors <input checked="" type="checkbox"/> Protective Liability	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$ 3,000,000
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$ 3,000,000
		PRODUCTS - COMP/OP AGG		\$
VEHICLE LIABILITY <input checked="" type="checkbox"/> NY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
				\$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: _____ OTHER THAN COL: _____		ACTUAL CASH VALUE		
		STATED AMOUNT		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		PER STATUTE		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE Robert Trobec/V45	



CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

V.I.L. Construction, Inc.
6670 Sims Road
Sterling Heights, MI 48313

OWNER:
(Name, legal status and address)

City of Birmingham
151 Martin
Birmingham, MI 48012

BOND AMOUNT: Five Percent (5%) of Amount Bid

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

Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

Municipal Parking Lot #5 Slope Erosion Repair - Contract #4-23 (S) - Erosion Control

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

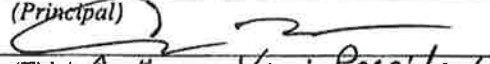
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of **February, 2023**


(Witness)


(Witness)

V.I.L. Construction, Inc.
(Principal)  *(Seal)*

(Title) **Anthony Van, President**
Hartford Accident and Indemnity Company

(Surety)  *(Seal)*

(Title) **Susan L Small, Attorney-in-Fact**

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 01/27/2012 07:23:12 under the terms of AIA Documents-on-Demand™ order no. 2008397483, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion. 091110

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: VTC INSURANCE GROUP
 Agency Code: 35-351225

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited :

Susan L. Small, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Irelan, Meagan L. Kress, Robert Trobec, T.L. Young of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 7th, 2023.

Signed and sealed In Lake Mary, Florida.



Keith D. Dozols

Keith D. Dozols, Assistant Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2023

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 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
 VTC Insurance Group
 Troy Office
 1175 W. Long Lake Ste. 200
 Troy MI 48098-4960

INSURED
 V.I.L. Construction Inc.
 6670 Sims Road
 Sterling Heights MI 48313-3725

CONTACT NAME: Gayle Botner
PHONE (A/C, No, Ext): (248) 828-3377
E-MAIL ADDRESS: gbotner@vtcins.com
FAX (A/C, No): (248) 828-3741

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Co.	20508
INSURER B: Continental Insurance Company	35289
INSURER C: Continental Casualty Co	20443
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 23-24 Master Certificate** **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"/> X, C, U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	Y	4021120578	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	4021120581	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4021120595	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	4021120564	2/1/2023	2/1/2024	<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
B	Leased/Rented Equipment			6018090979	2/1/2023	2/1/2024	\$390,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Municipal Parking Lot #5 Slope Erosion Repair - City contract #4-23(S). Where required by written contract, City of Birmingham including all elected and appointed officials, all employees & volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form

CERTIFICATE HOLDER
 City of Birmingham
 151 Martin
 P. O. Box 3001
 Birmingham, MI 48012-3001

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
 Robert Trobec/V45

COMMENTS/REMARKS

over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

COMMENTS/REMARKS

over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

MUNICIPAL -PARKING LOT #5 SLOPE EROSION REPAIR

CONTRACT # 4-23(S)

THIS AGREEMENT made the ____ day of _____, 20____, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and V.L.L. Constructy, Inc of the Township of Sterling Hts, County of Macomb, State of Michigan, hereinafter called the "Contractor", relative to Contract No. 4-23(S), otherwise known as: MUNICIPAL PARKING LOT #5 SLOPE EROSION REPAIR in the amount of \$230,093.00 to wit:

1. The documents consisting of RFP, including all exhibits and the General Contract Conditions, and the Bid shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. In the event that there is a conflict between these documents, this Agreement shall control, then the RFP, and then the Bid.

2. The Contractor shall furnish all labor, materials and appliances necessary, and to all the work as set forth in the Proposal, and in accordance with the plans and specifications, which have been made a part of this agreement in a manner, time and place, as therein set forth.

- a. The Contractor shall provide a Performance Bond, which form is attached hereto and incorporated herein by reference to protect the City, and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms hereof.
- b. The Contractor shall provide a Payment Bond which form is attached hereto and incorporated herein by reference for the protection of the claimants as defined in MCL §129.201(6) to supply labor or materials to the principal Contractor or his Subcontractor and the prosecution of the work provided for in this contract.

3. Time is of the essence of this agreement. All of the work to be performed by the Contractor shall be completed on or before the Time of Completion, as set forth in the Supplemental Instructions to Bidders. The Contractor shall pay to the City as liquidated damages, the amount per day as set forth under Liquidated Damages in the Supplemental Instructions to Bidders, for each calendar day after the date specified under Time of Completion that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty in ascertaining actual damages which the City might sustain, and are not intended as a penalty.

4. The City promises and agrees to pay said Contractor for all labor, materials and appliances supplied, and for all work performed under this agreement at the unit prices provided in the attached Proposals and Specifications.

5. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attest _____

By: _____

City Clerk

Mayor

Witnessed _____

James Van...
James Van...

By: _____

Anthony Veni, President
Anthony Veni, President

V.S.L. Construction, Inc.
V.S.L. Construction, Inc.
Contractor

APPROVAL (1.135 City Code)

Thomas R. ...

City Manager as to Substance

Mary M. ...

City Attorney as to Form

...

Director of Finance as to Financial Obligation

...

City Engineer

MUNICIPAL PARKING LOT #5 SLOPE EROSION REPAIR - CONTRACT #4-23(S)

PERFORMANCE BOND

Bond No. 35BCSIZ3828

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned
V.I.L. Construction, Inc.

6670 Sims Road, Sterling Heights, MI 48313 as Principal, and
Hartford Accident and Indemnity Company, One Hartford Plaza, Hartford, CT 06155 as Sureties, are
hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of
Two Hundred Thirty Thousand Ninety-three And No/100 Dollars (\$ 230,093.00), in lawful
money of the United States, for the payment of which we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns this 14th day of
February, 2023.

WHEREAS, the above bounded Principal has entered into a certain written contract with
the above named City of Birmingham, Michigan dated _____ day of _____, 20____ for the
construction of Municipal Parking Lot #5 Slope Erosion Repair Project, City Contract #4-23(S)

_____ ,
_____ ,
which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same
were entirely written herein,

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder of the specifications accompanying the same shall in anywise affects its obligations on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms
of the contract, or to the work or to the specifications.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal
shall fully perform the annexed contract according to the terms thereof, or as such terms may be changed
or modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental
damage to other property for a period of one (1) year following final acceptance of the work, then this
obligation shall be void, otherwise the same shall remain in full force and effect.

MUNICIPAL PARKING LOT #5 SLOPE EROSION REPAIR - CONTRACT #4-23(S)

PERFORMANCE BOND

Bond No. 35BCSIZ3828

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned

V.I.L. Construction, Inc.

6670 Sims Road, Sterling Heights, MI 48313 _____ as Principal, and

Hartford Accident and Indemnity Company, One Hartford Plaza, Hartford, CT 06155 _____ as Sureties, are
hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of
Two Hundred Thirty Thousand Ninety-three And No/100 Dollars (\$230,093.00), in lawful
money of the United States, for the payment of which we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns this 14th day of
February, 2023.

WHEREAS, the above bounded Principal has entered into a certain written contract with
the above named City of Birmingham, Michigan dated _____ day of _____, 20____ for the
construction of Municipal Parking Lot #5 Slope Erosion Repair Project, City Contract #4-23(S)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same
were entirely written herein,

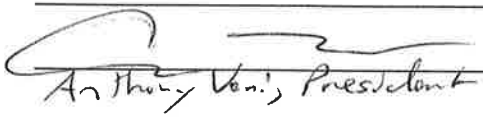
AND THE SAID SURETY, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder of the specifications accompanying the same shall in anywise affects its obligations on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms
of the contract, or to the work or to the specifications.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal
shall fully perform the annexed contract according to the terms thereof, or as such terms may be changed
or modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental
damage to other property for a period of one (1) year following final acceptance of the work, then this
obligation shall be void, otherwise the same shall remain in full force and effect.


This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et. seq.

WITNESSED:


Kevin Zelecki Surety Administrator


Principal

Hartford Accident and Indemnity Company


Susan L. Small Attorney-In-Fact
Surety

MUNICIPAL PARKING LOT #5 SLOPE EROSION REPAIR - CONTRACT #4-23(S)

PAYMENT BOND
Bond No. 35BCSIZ3828

KNOW ALL MEN BY THESE PRESENTS, that we V.I.L. Construction, Inc.
of the 6670 Sims Road, Sterling Heights, MI 48313
hereinafter called the "Principal" and Hartford Accident and Indemnity Company, One Hartford Plaza
Hartford, CT 06155 **hereinafter called the "Surety", are held and firmly bound**
unto those persons known as "Claimants", as defined in MCL §129.206(6) supplying labor or
materials to the Principal or his subcontractors and the prosecution of the work provided for in a
certain Contract by and between the City of Birmingham and the Principal in the sum of
Two Hundred Thirty Thousand Ninety-three And No/100 Dollars
(\$ 230,093.00), in lawful money of the United States, for the payment whereof, we
bid ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally
this 14th day of February, A.D., 2023.

WHEREAS, the above named Principal has entered into a Contract with the CITY
OF BIRMINGHAM, MICHIGAN dated the _____ day of _____, A.D.,
20____, wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and materials for the construction of
Municipal Parking Lot #5 Slope Erosion Repair Project, City Contract # 4-23(S)

and,

WHEREAS, this Bond is given in compliance with and subject to the provisions
of Act No. 123 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public
Acts of Michigan for 1972, also known as MCL §129.201 et seq.

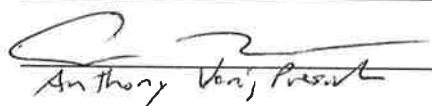
NOW, THEREFORE, the condition of the above obligation is such that if all
persons or claimants as defined in Public Act 213 of 1963 supplying labor or materials to the

principal contractor or his subcontractors in the prosecution of the work provided for in the contract are paid, the obligation of this Bond shall be void; otherwise, it shall be in full force and effect.

WITNESSED:




Kevin Zelecki Surety Administrator



Anthony Van, President

Principal

Hartford Accident and Indemnity Company



Susan L. Small Attorney-In-Fact
Surety

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: VTC INSURANCE GROUP
 Agency Code: 35-351225

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Susan L. Small, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Ireland, Meagan L. Kress, Robert Trobec, T.L. Young of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE



ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 14th, 2023

Signed and sealed in Lake Mary, Florida.



Keith D. Dozols

Keith D. Dozols, Assistant Vice President

To: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted: _____

Date Received: _____

REQUEST FOR PARTIAL PAYMENT

Partial Payment Request # _____

The undersigned (the "Contractor") hereby requests payment for work performed on Contract Name Municipal Parking Lot #5 Slope Erosion Repair and # 4-23 (S) for the period beginning _____ and ending _____. Attached is an itemized list of completed quantities delivered to date.

During the above period, did Contractor incur additional costs for labor or materials because the bid package was missing important information? _____ (if yes, you must provide details of the additional costs and the missing information).

During the above period, did Contractor incur additional costs for labor or materials because the bid package contained information that was not true? _____ (if yes, you must provide details of the additional costs and the untrue statements).

During the above period, did Contractor incur additional costs for labor or materials because the site conditions were different from what you expected? _____ (if yes, you must provide details of the additional costs and the site conditions, both what you expected and what you encountered).

During the above period, did Contractor incur additional costs for labor or materials because of any reasons not mentioned above? _____ (if yes, you must provide details of the additional costs and the reasons the same were incurred).

The above does not include additional work through work directives issued by the City of Birmingham as described on the attached or as covered by an agreed basis of payment attached.

Contractor hereby certifies, represents and warrants that all suppliers, subcontractors and employees have been paid in full for all materials and labor provided on the job during the above period. Contractor certifies, represents and warrants that there have been no change orders issued or requested during the above period, except for the following:

Contractor certifies, represents and warrants that Contractor will never request payments, other than the request made in this form, for any work performed or materials provided during the above period, except for the following unresolved items:

Attached are the following documents
Further detailing the above.

1. _____
2. _____
3. _____

Contractor:

(Company or Contractor Name)

(Signature of Officer of the Company)

Type or Print Name and Title

CONTRACTOR'S AFFIDAVIT

To: CITY OF BIRMINGHAM
151 MARTIN ST.
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted _____

Date Received _____

REQUEST FOR FINAL PAYMENT

Payment Request # _____

The undersigned _____
Name of Contractor

hereby represents that on _____ he/she (it) was awarded a contract by
Date

The City of Birmingham hereafter called the Owner to _____, in accordance with the terms and conditions of Contract No. 4-23(S), Contract Name Municipal Parking Lot #5 Slope Erosion Repair; and the undersigned further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/her (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he/she (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20__.

Company or Contractor Name: _____

Signature of Officer of Company _____

Type or Print Name and Title _____
Name Title

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan on this _____ day of _____, 20__.

_____, Notary Public

My commission expires: _____

SWORN STATEMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

_____ , being duly sworn, deposes and says that
_____ is the Contractor for an
improvement to the following described real property situated in the County of Oakland, City of Birmingham,
State of Michigan, described as follows:

Municipal Parking Lot #5 Slope Erosion Repair, City Contract #4-23(S)

in accordance with the general requirements of the Contract by and between the CITY OF BIRMINGHAM
and _____ the following is a statement of each subcontractor, supplier and laborer for the
payment of wages or fringe benefits and withholdings is due but unpaid with whom the
(contractor)(subcontractor) has (contracted) (subcontracted) for the performance under the contract with the
CITY OF BIRMINGHAM, and that the amounts due to the persons as of the date hereof are correctly and fully
set forth opposite their names as follows:

The contractor has not procured material from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor) or as _____ of the (contractor)(subcontractor) for the purpose of representing to the CITY OF BIRMINGHAM that the Payment Bond for labor and materials is free from claims for the possibility of claims except as specifically set forth above.

Deponent further says that he or she is a duly authorized representative of the (contractor)(subcontractor) and has been authorized to give this release of all claims against the City arising under or by virtue of contract _____ dated _____.

Deponent

Subscribed and sworn to before me

this _____ day of _____

20____

Notary Public

_____ County, Michigan

My Commission Expires:

WORK DIRECTIVE

From: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Time: _____ Date: _____

Work Directive No. _____

To: Contractor: _____

Name and # of Contract: Municipal Parking Lot #5 Slope Erosion Repair, City Contract #4-23(S)

The following changed condition(s) is recognized by the City of Birmingham for the above referenced Contract. In order to ensure continuation of the progress of the contract this work directive is issued for the following work described below:

The basis for payment will be: _____ Written Quotation from the contractor.

_____ Unit Bid Prices _____ Time and Material

_____ Other (describe) _____

A written quotation shall include a detailed description of the tasks involved and the expected timetable to be completed along with a firm quotation for cost.

A time and material basis for work shall be supplemented with agreed quantities and prices between the contractor's field representative authorized to act on behalf of the contractor and the city inspector. It also shall be backed up by unit prices for time, material and equipment supplied to the City in a timely manner. Should this information not be readily available, it shall be provided the following day or a basis for payment shall be agreed to in writing within 24 hours of agreeing to a time and material work directive.

Any other basis shall be approved by all parties in writing before starting work. Should a utility cause the delay, names and approval shall be obtained if possible by their agent.

Approved:

Contractor Supt. Date City Inspector Date City Engineer Date

ADVERTISEMENT

**CITY OF BIRMINGHAM, MICHIGAN
MUNICIPAL PARKING LOT #5 SLOPE EROSION REPAIR
CONTRACT # 4-23(S)**

Sealed proposals endorsed “Municipal Parking Lot #5 Slope Erosion Repair - Contract # 4-23(S)” will be received from contractors by the City of Birmingham, at the office of the City Clerk, located at 151 Martin Street, Birmingham, Michigan, until 2:00 P.M. local time, on February 7, 2023. The proposals will be opened and publicly read aloud at that time. Bids submitted after the exact time specified for receipt will not be considered.

This project consists of constructing curb spillways and a bio-swale to intercept parking lot runoff before discharging to the Rouge River. The work also includes erosion repairs on the vegetated slope from the parking lot to the river, construction of a riprap-armored spillway down the slope, and restoration of the adjoining slope and embankment in Birmingham, Michigan. Approximate quantities include 70 square yards of natural stone riprap, 20 foot long ledge rock level spreader, 250 square yards of Turf Reinforcement Mat, 550 square yards of Erosion Control Blanket, and associated clearing, grading, and native seed mixes and fertilizer, plus other work to make a complete project. Bid alternates are also being requested for installation of 245 feet of 6-ft tall decorative aluminum fencing, and native bio-swale plantings (shrubs, perennials and grasses).

Bidders shall review and comply with all Contract Documents, and supplemental information, as defined in the Information For Bidders.

Bidding documents for the project may be obtained on or after 8:00 AM on Tuesday, January 24, 2023 on BidNet Direct Website (formally the Michigan Inter-governmental Trade Network (MITN) website), which may be accessed at <https://www.bidnetdirect.com/mitn>. All information regarding this bid must be obtained from the BidNet Direct Website.

Bidding documents for the project may also be obtained through the Michigan Inter-Governmental Trade Network (MITN), which may be accessed online at <http://www.govbids.com/scripts/mitn/public/home1.asp>. Vendors wishing to obtain copies of the bidding documents will need to register through the MITN website.

The successful bidder shall be required to post bonds, and to comply with the contract requirements of the City Charter. Bids are firm, and no bid may be withdrawn for a period of sixty (60) days after opening of bids.

Procurement for the City of Birmingham 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 City of Birmingham. The City reserves the right to reject any and all bid proposals, to waive any irregularity in any of the bid proposals submitted, and to accept any proposal which it shall deem to be the most favorable to the interest of the City.

A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany each bid proposal.

ALEXANDRIA BINGHAM
CITY CLERK

Published in:
MITN

**SECTION 301
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

1.01 TIME OF COMPLETION

- A. ***Substantial completion for all slope erosion repair work shall be completed by May 26, 2023. Substantial completion for this work includes completing the curb spillways, shaping and grading the swale, installation of maintenance basins and storm drain pipe, placement of natural riprap for the armored spillway down the slope, placement of compost based planting medium with seed mixes as specified, and placement of turf reinforcement mat and erosion control blankets.***
- B. Final completion, including all vegetation establishment in restored areas must be completed by June 23, 2023.
- C. ***If Bid Alternate #1 for Decorative Fencing is awarded with the Contract, then the substantial completion date for the fencing work is June 23, 2023. Final completion for the fencing work, including completing all punch list work and related restoration, is July 14, 2023.***
- D. ***If Bid Alternate #2 for Bio-Swale Plantings is awarded with the Contract, then the substantial completion date for the landscaping work is September 29, 2023. Final completion for the landscaping work, including completing all punch list work and satisfactory establishment of plants, is October 27, 2023.***
- E. If it becomes necessary for the Contractor's personnel to work overtime in order to complete said work within the above noted time limitations, the Contractor shall perform such overtime work at no additional cost to the Owner.

1.02 LIQUIDATED DAMAGES

- A. The contractor shall pay to the City of Birmingham as liquidated damages, the sum of six hundred dollars (\$600) per day for each calendar day after the time period specified under "Time of Completion" that the work to be performed by the contractor is not completed. Liquidated damages in this amount shall also apply for each day that the project is not substantially complete beyond the date specified under "Time of Completion", regardless of the actual time work began. Liquidated damages are established to compensate the City and the public, for the costs of the inconvenience caused by the contractor by extending the work beyond the time specified. Liquidated damages are in place of actual damages, which the City of Birmingham might sustain, and are not intended as a penalty.
- B. In addition to the above, the Contractor shall be required to complete all cape seal work within 45 calendar days after mobilization, subject to the exceptions of approval by the Engineer.
- C. For the purpose of determining Liquidated Damages, the Contract Time for work shall be increased proportionally to increases in contract value (if any) for this portion of the work provided that the following conditions are met:
 - 1. Increase in contract value is greater than 10% of the base bid;
 - 2. The parties have not adjusted the Contract Time by other mutually agreeable means such as an executed change order;

3. Adjustments in time on account of unusual weather shall be made in accordance with Section 108.08.D. of the 2020 MDOT Standard Specifications for Construction. The Contractor shall submit a written request for a time extension due to unusual weather conditions, along with supporting documentation, within 14 days after the last day of the calendar month in which the delay occurred. Failure to notify the City within this time limit shall constitute a waiver of claim for a time extension on account of unusual weather.

1.03 BUDGET CONSIDERATIONS

- A. The work items on this project may be deleted or reduced in quantity by the City without penalty. By submitting a bid on this project, the Contractor acknowledges that the City may delete, or reduce the quantity of the work items listed in the proposal, without penalty.
- B. ***Bid alternates are being considered by the City for certain items of work as described in the Proposal. The Bidder must submit proposed pricing for completing the work associated with the proposed bid alternates. The City reserves the right to award or not award any or all of the proposed bid alternates, or any combination thereof, without penalty.***

1.04 SCHEDULE SUBMITTAL

- A. The Contractor shall submit their preliminary construction schedule within 14 days of the award of this Contract, along with the signed contract, and required bonds and insurance certificates.

1.05 QUESTIONS REGARDING THE CONTRACT DOCUMENTS

- A. All questions about meaning or intent of Contract Documents shall be submitted to the Engineer in writing. Address written inquiries to:

Remington Koch, PE
Hubbell, Roth and Clark, Inc.
555 Hulet Dr.
Bloomfield Twp. MI 48302

Phone: 248-508-8447
Fax: 248-454-6359
Email: rkoch@hrcengr.com

- B. Replies will be issued by Addenda mailed or delivered to all parties recorded by as having received Contract Documents for Bidding. Questions received less than 5 days prior to date for opening of Bids will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any Addendum issued during pre-bid period shall be included in Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

1.06 HOURS OF WORK

- A. Typically, work of this nature is allowed six days a week, from 7 AM to 7 PM, Monday through Saturday, excluding major holidays, such as Labor Day.

1.07 CONTRACTOR SUPERVISION

- A. The Contractor shall have a competent superintendent or foreman available at all times, authorized to act for the contractor as agent on the work, who thoroughly understands the plans and specifications, and who shall receive instructions from the Engineer. The superintendent or foreman shall be responsible for all subcontractors. The superintendent or foreman shall be

designated by name prior to commencement of the work, and shall be available ON SITE for proper management of the project for the duration of the contract, regardless of whether or not the contractor or subcontractors are engaged in activity on the project.

1.08 WORK AREA

- A. The Contractor shall be alert to the fact that the work areas on this project are very visible to the public, and that his work operations have a direct impact on a large number of people on a daily basis. The work shall be organized to reduce the amount of work days on each street to a minimum. Also, the contractor shall keep his work area as clean and dust-free as practical at all times.

1.09 STATEMENT OF QUANTITIES

- A. The quantities indicated in the proposal are the engineer's estimate of quantities required for the project, and bids will be computed, reviewed, analyzed and compared using these quantities. While these quantities have been estimated with as much accuracy as practical beforehand, they should not be construed as defining, or limiting the amount of work to be performed under this Contract, but rather as information furnished to bidders as an approximate estimation of the work items, and as a basis for comparing bids.

1.10 COORDINATION CLAUSE

- A. The following coordination issues are brought to the Contractor's attention for consideration when preparing their bid and planning the construction:
1. The slope repair work is adjacent to the actively operating municipal parking lot and adjoining North Old Woodward Parking Structure. Contractor shall coordinate establishment of a satisfactory work area, deliveries and operation of construction equipment in a manner that does not interfere with the parking system operation.
 2. Utility owners, such as Detroit Edison, AT&T, and Consumer's Energy, may be relocating their facilities during construction operations. The Contractor is to cooperate with and help facilitate such operations. All coordination efforts, including modifying the Contractor's work schedule, performing work out of sequence, or other effects on the Contractor's work are incidental to the work of this project, and shall not be paid for separately.
 3. The Contractor shall protect all existing infrastructure, materials, and operations of the City of Birmingham.
 4. Emergency services must be given immediate passage through the construction site.
 5. The Contractor shall be responsible to coordinate with the City of Birmingham Police and Fire Departments regarding road closures connected to execution of work in this Contract.
 6. There are other construction projects that will be in operation during the term of this Contract. The Contractor shall so conduct their operations to cooperate fully with the other contractors and minimize conflicts to ensure maximum safety and courtesy in the expedient completion of this work.

END OF SECTION

**SECTION 310
GENERAL INSTRUCTIONS TO BIDDERS**

1.01 CONTRACT PRICE

- A. Proposals are solicited on the basis of unit prices and/or lump sum prices which are to be clearly set forth in the Proposal Form. The final contract price on the accepted proposal will be determined by multiplying the number, or fraction thereof, units of work actually performed, or labor, material, or appliances actually supplied by the price designated for such items in the proposal. The total bid figure on the proposal form is merely for purposes of estimating and comparing costs, and under no circumstances on unit price contracts does it constitute or imply the total contract price.

1.02 FORM OF PROPOSAL

- A. All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the City Engineering Department.
- B. All prices stated in the proposals must be plainly written in figures.
- C. All information called for on the proposal must be furnished to enable a fair comparison of the bids.
- D. The place of residence of each bidder, or the official address in the case of a firm or company, with county and state, must be given with the signature.
- E. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Birmingham, and endorsed upon the outside with the name of the project, as it appears in the advertisement for bids.

1.03 CONFORMITY TO PLANS AND SPECIFICATIONS

- A. Proposals must be made in full conformity to all the conditions, as set forth in the plans and specifications for the work now on file in the office of the City Engineer.

1.04 AGENCY

- A. Anyone signing a proposal as agent of another or others, must submit with the proposal, legal evidence of his authority to do so.

1.05 LEGAL STATUS OF BIDDER

- A. The legal status of the bidder, that is, as a corporation, a partnership or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give title of the official having authority under the bylaws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

1.06 CERTIFIED CHECK, BIDDER'S BOND OR BANK DRAFT

- A. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than five (5) percent of the total price, drawn to the order of the City of Birmingham, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.
- B. No proposal shall be withdrawn for a period of sixty (60) days after the date set for the opening of bids.
- C. A single check, bond or draft may serve to cover two (2) or more alternative proposals when such alternative proposals are submitted by the same bidder.

- D. The bid deposit of all except the three (3) lowest bidders will be returned within three (3) weeks after the opening of bids. The bid deposit of the three (3) lowest bidders will be returned within two (2) weeks after the contract has been executed by both parties.

1.07 OBLIGATION TO EXECUTE CONTRACT

- A. The bidder whose proposal is accepted will be required to execute the contract, and to furnish sureties hereafter specified, within twenty-one (21) days after receiving notice of such acceptance; and in case of his refusal or failure to do so, he shall be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the contract may be awarded to another.

1.08 BONDS

- A. The successful bidder will be required to furnish two (2) bonds, each on the forms provided as follows:
1. A Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
 2. A Payment Bond for labor or material running to the claimants, which is defined in MCL §129.206 as those persons supplying labor or materials to the principal contractor or subcontractors in the prosecution of the work provided for in this contract in an amount not less than 100% of the contract price for the protection of those persons supplying labor, materials or both.
- B. The cost of all bond premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required bonds.

1.09 INDEMNITY

- A. The Contractor shall indemnify the City of Birmingham in accordance with the INDEMNITY section set forth in the General Requirements.

1.10 INSURANCE

- A. The Contractor shall not commence work under this contract until he has 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 insurance carriers acceptable to the City of Birmingham. The cost of all insurance premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required insurance coverage.
1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 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.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement starting the following shall be Additional Insureds. The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.
 5. **Pollution Liability Insurance:** CONTRACTOR shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
 6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insuree and Motor Vehicle Liability Insurance, 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 the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
 7. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, 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.
- B. **Proof of Insurance Coverage:** The Contractor shall provide the City of Birmingham at the time the contracts are 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;
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 4. Original policy, or original binder pending issuance of policy, for Owners Contractors Protective Liability Insurance;
 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- C. **Coverage Expiration:** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.
- D. **Maintaining Insurance:** The CONTRACTOR also agrees to provide all insurance coverage as specified. Upon failure of the CONTRACTOR to obtain or maintain such insurance coverage for the term of the agreement, the City of Birmingham may, at its option, purchase such coverage from

the contract amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

1.11 EXAMINATION OF SITE

- A. It is expected that each bidder will make a personal examination of the entire site of the proposed work, and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained first hand information concerning any probable interference and the available facilities for transporting, handling and storing of construction equipment and materials, and concerning other conditions which may affect his work.

1.12 LEGAL CONDITIONS

- A. Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan, and in the ordinances and regulations of the City of Birmingham and Oakland County, with respect to the carrying on of public improvements.

1.13 BIDDER'S ABILITY

- A. It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for at least three (3) references concerning his ability to do this particular class of work, and a reference list of the last five (5) projects, including those not completed or currently being performed. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany executed contract.

1.14 PAYMENTS

- A. Partial payments will be made monthly to the Contractor during the satisfactory progress of the working accordance with the Payments section of the General Requirements.

1.15 RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

- A. The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal, if it appears advantageous to the City to do so.
- B. In particular, any alterations, erasure or interlineation in the Specifications which are made a part, specifically, of these instruments, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.
- C. Proposals which are clearly unbalanced, will also be considered as irregular, and will be subject to instant rejection by the City.

END OF SECTION

**SECTION 400
GENERAL REQUIREMENTS**

1.01 DEFINITION OF TERMS

- A. The intent and meaning of words and expressions, or pronouns used in their stead, occurring in these specifications or in other contract documents, shall be interpreted as described under Section 101.03 Definitions of Terms of the Current Standard Specifications for Construction adopted by the Michigan Department of and Transportation, with the following additions or exceptions:
 - 1. City - The corporation of the City of Birmingham, Michigan
 - 2. Commission - The Commission of the City of Birmingham, Michigan, and any other board, body, official or officials to which or to whom the powers belonging to the said Commission shall, by virtue of any act or acts, hereafter passed or be held to appertain.
 - 3. Engineer - The person holding the position or acting in the capacity of City Engineer of the City of Birmingham, Michigan, acting either directly or through his properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
 - 4. Directed, required, permitted, etc. - Whenever in the specifications the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirements or permission of the Engineer is intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer.

1.02 INTENT OF THE PLANS, SPECIFICATIONS AND CONTRACT

- A. The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon, and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans, or by authorization.

1.03 EXTRA WORK

- A. No extra work shall be started, or extra material furnished, until such extra work or furnishing of extra material is authorized in writing by the Engineer.
- B. The price for such extra work or material must be approved by the Engineer. Said price may be a unit price, a lump sum price, or if the Engineer so elects, the work shall be done on a force account basis, which will be paid for in the following manner:
 - 1. For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the actual rate of wage paid for each and every hour that said labor, teams and foremen are actually engaged in such work, plus 20% of the sum thereof.
 - 2. For materials and supplies, the Contractor will receive the actual cost of such materials delivered on the work, including freight charges, as shown by original receipted bills, plus 15% of the sum thereof.
 - 3. For any machinery and equipment owned or rented by the Contractor, which it may be deemed necessary or desirable to use on extra work, the Contractor will be paid at the actual charge-out rate, if reasonable, for his own equipment, or at the actual rental price paid, if reasonable, for rented equipment for each and every hour that such equipment is used on the work, to which sum 15% will be added.

4. Bond premium, workmen's compensation insurance, personal injury public liability and property damage public liability insurance, unemployment compensation, and Federal Social Security will be paid for at actual cost, to which sum 15% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
5. The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

1.04 ALTERATION IN CHARACTER OF WORK

- A. Should the Contractor encounter, or the Engineer encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the Engineer's attention shall be called immediately to such conditions before they are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they materially differ from those shown on the plans and indicated in the specifications, he shall at once make such changes in the plans and/or specifications, as he may find necessary.

1.05 COORDINATION OF SPECIFICATIONS AND PLANS

- A. In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standards specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions shall govern over supplemental specifications.
- B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

1.06 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

1.07 INSPECTION

- A. Inspectors may be appointed and directed to inspect all materials used, and all work done. The inspection may extend to all parts of the work, and to the preparation or manufacture of the materials for use in the work. The Inspectors will not be authorized to revoke, alter, enlarge or relax any of the provisions of these specifications, nor to change the plans in particular. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished, or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

- B. The Engineer and his duly authorized Inspector, shall at all times have the right to enter the premises upon which the work under this contract is being done, and to inspect said work and to ascertain whether or not the construction is carried out in accordance with the terms of the contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

1.08 SUPERVISION

- A. The Contractor shall give his personal supervision to the faithful prosecution of the work. In case of his absence, he shall have a competent superintendent or foreman on the work site who shall follow, without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work, and every part thereof in conformity with this contract. He shall also have full authority to supply material and labor immediately.
- D. The Contractor's supervisor shall be responsible to act on behalf of the Contractor. This includes being present or available at all times, making decisions on behalf of the Contractor and Subcontractor, scheduling, monitoring work progress on a continued basis, communicating with City representatives, etc. His name shall be submitted prior to the start of work, with all appropriate ways of contacting him. He shall remain the responsible Contractor's representative throughout completion of the project, including any subcontract work associated with this contract. If it is necessary to replace this person, it shall have the approval of the Engineer.

1.09 TIME AND SEQUENCE OF WORK

- A. The Contractor shall have control over the sequence of order of execution of the several parts of the work to be done under this contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by these specifications and plans, or by the express provisions of the contract.
- B. The Engineer may, however, make such reasonable requirements as may in his judgment be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.
- C. The Contractor shall submit a written work plan prior to starting construction. This shall include a written schedule, critical path or equal, to focus in on the date required for completion. This schedule must be updated periodically (not to exceed two (2) weeks) if it becomes necessary to modify the plan. This does not relieve the Contractor of the responsibility to complete the contract according to contractual stipulations. Any modification to the time schedule must obtain prior written approval from the Engineer.
- D. Once the Contractor has mobilized, the Contractor must execute the contract in a continuous, expeditious manner, and may not suspend prosecution of work without written permission of the Engineer.

1.10 RELATION TO OTHER CONTRACTORS

- A. The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him.
- B. Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being, and which shall continue, or whether the work of both contracts shall continue at the same time and in what manner. In case territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable

privileges with respect to the transportation or movement of men, equipment or materials, as he may adjudge to be necessary or expedient, and in the best interest of the City. Any decision which the Engineer may make as to method and time of conducting work or the use of the territory shall not be made the basis of any claim for damage, but an extension of time may be claimed if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between the Contractor and other Contractors or workmen of the City in regard to adjoining work, shall be determined and adjusted by the Engineer.

1.11 CONSTRUCTION STAKES

- A. The location, alignment, elevation and grade of the work will be determined by the Engineer, who will set such stakes as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades and elevations so established.
- B. The Engineer may require the Contractor, at the Contractor's expense, to provide such masts, scaffolds, batterboards, straightedges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.
- C. The Contractor shall exercise proper care in the preservation of all stakes set for his use, or for the use of the Engineer, and if such stakes are injured, lost or removed by the Contractor's operations, the cost of resetting may be charged to the Contractor. The Department will be responsible for the accuracy of lines, slopes and grades established by the City, except that the Contractor shall not take advantage of any obvious errors or omissions.

1.12 SOIL CONDITIONS

- A. The Contractor shall make his own determination of the soil conditions and he shall complete the work in whatever materials, and under whatever conditions he may encounter or create, without extra cost of the City.

1.13 MATERIALS FURNISHED BY THE CITY

- A. When specified, the City of Birmingham may furnish materials at no cost to the Contractor. All other materials necessary to complete the project shall be furnished by the Contractor.
- B. Materials to be furnished by the City will be at the Department of Public Works Yard at Eton Road and Holland Avenue. The Department of Public Works will require the Contractor to provide a written authorization from the Engineer before releasing any materials. The Contractor shall load and transport all such materials from the Department of Public Works Yard to the construction site, at his own expense.
- C. The City may, at its discretion, furnish to the Contractor, any materials, supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials, supplies or transportation so furnished.

1.14 STORED MATERIAL

- A. Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted by the City, or by other Contractors in the City employ, or with street drainage, fire hydrants, or with access thereto, and not to hinder any more than may be necessary the ordinary pedestrian or vehicular traffic of the streets. Such material shall be stored in such a manner as to facilitate inspection.

1.15 REJECTED MATERIAL

- A. If any materials used in the work, brought upon the ground, or selected for use in the work shall be condemned by the Engineer on account of bad or improper workmanship, or as being unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove from the work or its vicinity, without delay, all such rejected or condemned material of whatever kind. Upon failure to do so within forty-eight (48) hours after having been so directed by the Engineer, the condemned material may be removed by the City and the cost of said removal deducted from any money that is then due, or that may thereafter become due to the Contractor. No payment shall be made until such materials, work or workmanship has been removed and proper materials and workmanship substituted therefor.

1.16 WATER SUPPLY

- A. Water for construction purposes may be taken from the City mains, at no charge, subject to the rules of the City Water Department. Special approval of the Engineer must be obtained prior to the opening of any fire hydrant.
- B. The Contractor shall provide for his employees an adequate supply of drinking water taken from the City mains.

1.17 SANITARY REGULATIONS

- A. Necessary convenience, properly secluded from public observation, shall be constructed where needed for the use of laborers on the work. Such conveniences shall be located, constructed and maintained, subject to the approval of the Engineer and the collections therein shall be removed at such times, and to such places as he shall direct. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the County Health Department.

1.18 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work. Unless otherwise stated in these contract documents, there will be no charge for any permits required by the City of Birmingham.

1.19 LAWS AND ORDINANCES

- A. The Contractor shall keep himself fully informed of all local ordinances and regulations, state and national laws in any manner affecting the work herein specified. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, said ordinances, laws and regulations, and shall protect and indemnify the City and its duly authorized officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, etc.
- B. The Contractor shall obey and abide by all the laws of the State of Michigan and of the Federal Government relating to the employment of labor on public work and all Charter provisions and ordinances of the City of Birmingham regulating or in respect to public improvements.
- C. The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

1.20 PROPERTY AND SURVEY MONUMENTS

- A. Before any monuments or stakes marking the boundaries of property along or near the work are removed or disturbed, the Contractor shall notify the Engineer in sufficient time so that they can be properly located and reset.
- B. All precautions shall be taken to avoid disturbance of permanent survey monuments of any City, County or State authority, and when any of these are disturbed or destroyed, the Contractor shall restore them to the satisfaction of such authority and shall pay all costs incurred by such authority in connection therewith.

1.21 BUILDING AND OTHER STRUCTURES ENCOUNTERED

- A. Full responsibility shall be assumed by the Contractor for the protection of all buildings and other structures, public or private, including tracks, pavements, driveways, curbs, poles, signs, hydrants, underground pipes and conduits and other structures of every sort that may be encountered in or adjacent to the work.
- B. Wherever settlement or lateral movement of structures might occur, adequate underpinning or other means of support shall be installed. Where necessary, such support shall be installed in advance of construction.

1.22 PROTECTION TO TREES AND SHRUBBERY

- A. The Contractor shall take all prudent and feasible measures that will reduce or eliminate the impacts of development and construction on City owned trees. Trees or shrubbery shall be surrounded by protective cushioning, posts or fencing before construction work begins, if, in the judgment of the Staff Arborist, such precautions are necessary. Further detailed information is included in the supplemental specifications section of the contract if applicable.

1.23 DUST CONTROL

- A. All Contractors working on projects that require removal of the paved surface during construction shall provide dust control as directed by the Engineer, at no additional cost to the City. When weather conditions are such that dusty conditions can be created, the Contractor shall be prepared to take action. When dry conditions are declared by the Engineer, the Contractor shall have a water truck and calcium chloride on site at all times, to be applied as needed. The Contractor shall be pro-active with respect to applying dust control measures as needed.

1.24 PROTECTION AND RESTORATION OF PROPERTY

- A. The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequences of any act or omission on his part, or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after forty-eight (48) hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

1.25 RESPONSIBILITY FOR DAMAGE TO WORK

- A. The Contractor shall protect his work and materials from damage, due to the nature of the work, the action of the elements, the carelessness of other contractors, or from any cause whatever, until the completion and acceptance of the work. Should any damage occur, he shall repair or replace it at his own expense, and complete the work to the satisfaction of the Engineer.

1.26 INDEMNITY

- A. 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 CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and any others working on behalf of the CITY OF BIRMINGHAM against, any and all claims demands, suites, 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 and the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, 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 its elected or appointed officials, employees, volunteers or other working on behalf of the CITY OF BIRMINGHAM.

1.27 INSURANCE

- A. The Contractor shall comply with the INSURANCE requirements set forth in the General Instructions to Bidders.

1.28 PUBLIC TRAVEL

- A. The Contractor shall at no additional compensation make suitable and adequate provisions, unless otherwise authorized by the Engineer, for the safe and free passage of persons and vehicles by, over or under the work while it is in progress.
- B. The Contractor shall obtain permission from the Engineering Department to close or block any street. The Contractor shall notify the Engineering Department at least four (4) hours before closing or blocking any street.

1.29 PUBLIC SAFETY

- A. The Contractor shall furnish, erect and maintain a good and sufficient fence, railing or barrier around all exposed portions of his work, to effectively prevent any accident in consequences of his operations and to protect the work. Such fences, railings and barriers shall be illuminated from sunset to sunrise by suitable and sufficient lights, flares or torches, in such a manner as to make them clearly visible to approaching pedestrians and/or traffic.
- B. When equipment and materials are located within the construction site, or within any public right-of-way, the public shall be safe-guarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor.
- C. If any portion of the work is not properly barricaded, signed or lighted by one-half (1/2) hour after sunset, the necessary barricades, signs and lights may be placed by the City and all costs to the City for such work will be charged to the Contractor. The furnishing, erection and maintenance of barricades, signs and lights by the City will not relieve the Contractor of his responsibility for the protection of traffic and the work.
- D. The Contractor shall provide such traffic regulators and watchmen as are necessary to insure safe and convenient travel by the public and to protect the work.
- E. Barricades, signs and lights shall be erected in accordance with the provisions of the Michigan Manual of Uniform Traffic Control Devices.

1.30 MAINTAINING SERVICE TO DRAIN, WATER MAINS, ETC.

- A. The Contractor shall maintain in continuous and effective service all drains, sewers, watercourses and water mains touched during the progress of the work. If it should become necessary to temporarily divert or obstruct the flow of any watercourse or drain, written consent must first be obtained from the Engineer, and then the Contractor shall assume full responsibility for the consequences.

1.31 NOTIFICATION OF UTILITIES

- A. The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavating or disturbances.
- B. The rights are reserved to both the City and to the owners of public utilities or franchises to enter upon the work for the purpose of making repairs to their installations and making changes in their installations necessitated by the work.

1.32 SUBLETTING OR ASSIGNING

- A. The Contractor shall perform without subletting, at least twenty-five (25) percent of the work provided for in this contract, computed on the basis of cost.
- B. The subletting of any portion of the contract work shall be subject to approval by the Engineer, but such approval shall not relieve the Contractor of responsibility for the work of such Subcontractors who likewise shall be bound by all pertinent provisions of these specifications. Before any work is sublet, the Contractor shall satisfy the Engineer that the proposed Subcontractor is suitably equipped and experienced in that kind of work, and that he has proper financial resources to enable him to carry it out.
- C. No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the approval of the Engineer, and the Surety has been given due notice of such assignment in writing.
- D. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

1.33 DISCHARGE OF EMPLOYEES

- A. The Contractor shall employ only competent, skillful persons to do the work. Whenever the Engineer shall notify the Contractor in writing that, in his opinion, any employee on the work is incompetent, impertinent, disobedient, unfaithful, disorderly or otherwise unsatisfactory, that employee shall be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

1.34 PROSECUTION OF WORK

- A. The Contractor shall begin work in accordance with the detailed progress schedule after execution of the Contract by the City. He shall prosecute the work in the order given in the progress schedule, with force and equipment adequate to complete the major items, portions, or sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work is not being prosecuted

in such manner as to insure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to the progress schedule; with or without notice to the Surety, place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in his judgment is reasonable, and for such time as the plant and equipment are in service.

1.35 EXTENSION OF TIME

- A. If the Contractor is obstructed or delayed in the prosecution or completion of the work by reason of the neglect, delay or default of any other Contractor having a contract with the City for adjoining or contiguous work; by reason of any damage that may happen thereto by the unusual action of the elements; by reason of the abandonment of the work by the employees in a general strike; the part of the City in doing work or furnishing material, the
- B. Contractor shall have no claim of damages for any such cause or delay. He shall, however, be entitled to such extension of the time specified for the completion of the work as the Engineer shall determine to be just and proper, provided however, that such claim for such extension of time is made by the Contractor in writing to the Engineer within one (1) week from the time when any such cause for delay occurs.

1.36 SUNDAY AND HOLIDAY WORK

- A. No work shall be done on Sundays, or upon any days celebrated as holidays by the City of Birmingham, except in case of emergency, or to protect work from damage or injury. All Sunday or holiday work must have prior written approval of the Engineer.

1.37 NIGHT WORK

- A. No work shall be carried on from 7:00 p.m. to 7:00 a.m., except in case of emergency, or to protect from damage or injury work that has already been done. All night work must have the prior written approval of the Engineer. This provision does not apply to work covered under the provision entitled "shutting off water".

1.38 MEASUREMENT OF QUANTITIES

- A. Quantities of work completed under the contract will be measured by the Engineer according to United States standard measures. When material is measured by weight in tons, the unit shall be the ton of two thousand (2000) pounds.
- B. All longitudinal measurements for area of base courses, surface courses and pavements will be made along the actual surface of the roadway. For all transverse measurements for area of base courses, surface courses and pavement, the dimensions used in calculating the pay area shall be the neat dimensions provided in the plans or by authorization.
- C. Structures will be measured according to neat lines provided on the plans or by authorization.
- D. All materials which are specified for measurement by the cubic yard "Loose Measure" will be measured at the location where used on the project under construction, unless otherwise provided.

1.39 CLEANING UP

- A. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises which he has occupied during the construction period.

- B. Before the time of the final estimate, the Contractor shall remove from the premises, debris, rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such a manner as the Engineer may require.
- C. Before leaving the grounds, the Contractor shall replace and put in good repair all fences, telephone poles and lines, roadways and other property that may have been damaged by him in the progress of the work.

1.40 ENVIRONMENTAL PROTECTION

- A. Contractor shall at all times be responsible to insure that no chemicals, pollutants or other harmful or hazardous materials are spilled, discharged or otherwise released into the environment or onto City property, rights-of-way or into the storm or sanitary systems . Should such a release occur, Contractor shall immediately take action to extract the contaminants and prevent further exposure and damage. Contractor shall immediately contact the City and all other required governmental agencies to assess and determine the necessary and appropriate remediation activities. Contractor shall be responsible for all costs and damages stemming from the release including, but not limited to, the cost to remove and dispose of the contaminant, repair/replace/restore the affected areas, and all costs incurred by the City or governmental agency in response.

1.41 UNNOTICED DEFECTS

- A. Any defective work or material that may be discovered by the Engineer before the final acceptance of the work, or before final payment has been made, shall be removed and replaced by work and material which conform to the specifications. Failure to neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

1.42 FINAL INSPECTION

- A. As soon as practicable, after the completion of all the work covered by the Contract, the Engineer shall make the final inspection of the work. If the work is found to comply with all the terms of the Contract plans and specifications, the Engineer shall accept the completed work with reasonable promptness. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor as to the particular defects to be remedied before final acceptance.
- B. If within a period of ten (10) days after such notification the Contractor has not take steps to speedily complete the work as outlined by the Engineer, the Engineer may, without further notice to the Contractor and without in any way impairing the Contractor, make such arrangements as he may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due, or which may become due the Contractor.
- C. Use by the City or public of all or any part of the work before acceptance shall not be construed as acceptance of the part used.

1.43 PAYMENTS

- A. Partial payments will be made monthly on the basis of the value of work completed during the estimated period, less the percentages retained as specified herein, provided the work is progressing in accordance with the progress schedule, provided the contract provisions are being fulfilled, and provided the time of completion has not elapsed.
- B. The Contractor shall be responsible to submit requests for partial payments in writing by completing the Request for Partial Payment form supplied in the contract and/or by the City with

the attached appropriate quantities as measured or estimated by the Superintendent. Final payment shall be made by an officer of the company submitting

- C. final quantities to the Engineer based upon the value of the work performed and materials completed in accordance with the contract. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, "Contractor's Affidavit", stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.
- D. If the Contractor fails to submit a request for a payment, as specified, the Engineer may at his (her) discretion prepare a Contractor's Estimate for such payment.
- E. When submitting a request for partial or final payment, the Contractor shall complete the appropriate forms as included in Section 140 of the Contract. When requesting a partial payment, the Contractor shall submit the "Request for Partial Payment" form and the "Sworn Statement" form. When requesting final payment, the Contractor shall complete the "Request for Final Payment" form and the "Sworn Statement" form.
- F. When the Contractor determines that work will need to be completed outside of the specified pay items, the "Work Directive" form shall be submitted to the Engineer and approved prior to said work commencing.
- G. Except as hereinafter provided, the City will retain ten (10) percent from the partial payments of the amount earned up to fifty (50) percent of the Contract price. After fifty (50) percent of the Contract work is in place, the City will not hold additional retainage, unless the Engineer determines that the Contractor is not making satisfactory progress. If the Engineer determines the Contractor is not making satisfactory progress, the City may retain up to ten (10) percent of the value of the work over fifty (50) percent of the Contract price.
- H. After final acceptance of the Contract work by the Engineer, he shall process a final estimate for the total amount due the Contractor, less the total amount of all previous payments. Except as hereinafter provided, the total amount due the Contractor shall include interest earned on retained amounts from partial payments.
- I. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, affidavit or certificate, stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.
- J. In case evidence exists that all bills with respect to the work have not been paid in full, the Engineer may retain out of any amounts due the Contractor, sufficient sums to cover all such unpaid bills.
- K. Except as hereinafter provided, and at the City's option, a dispute regarding the percent retained from partial payments or regarding payment of interest on retained amounts, shall be settled in accordance with the provisions of Act 524 of the Public Acts of Michigan for 1980.
- L. For a Contract having a dollar value of less than \$30,000.00, or a Contract having three (3) months or less between the date of the Contractor and the Contract Time of Completion:
 - 1. The City will retain ten (10) percent of the amount earned from partial payments.
 - 2. The City will not pay interest on amounts retained from partial payments.
 - 3. The provision to settle disputes in accordance with Act 524 will not apply.

1.44 SETTLEMENT OF DISPUTES

- A. Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suite 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 suite in the Oakland County Circuit Court or the 48th District Court.

1.45 MAINTENANCE AND GUARANTY

- A. The Contractor shall guarantee all the work furnished under this Contract against all defects in workmanship and materials, and incidental damage to other property, for a period of one (1) year following the date of the final acceptance of the work by the City. The Performance Bond shall fully cover all guarantees contained in this article.

1.46 CONFLICT OF INTEREST

- A. The Contractor shall not directly or indirectly employ or otherwise use a City official of the City of Birmingham in conjunction with this contract. If subsequent to entering into the Contract a City official, a spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

1.47 INSPECTOR CREW DAYS

- A. It shall be the responsibility of the bidder to extend as a bid item in his proposal, when called for, the number of inspection crew days he requires for the completion of the project, times the unit price for inspection. The basis of computing crew days shall be as follows:

Total Hours Worked	Crew Days Charged
When an Inspector reports to the project and the Contractor decides not to work, or does not appear to work, weather permitting.	-One-half (1/2) crew day
Under four (4) hours	-One-half (1/2) crew day
Four (4) hours or more	-One (1) crew day

- B. The above hours are only for the usual working days of Monday through Friday.
- C. All Saturday work shall multiply the number of crew days by a factor of 1.5. All Sunday work shall multiply the number of crew days by a factor of 2.0.
- D. All holiday work shall multiply the number of crew days by a factor of 2.0. Holiday work shall include all legal holidays, and any other days when the Municipal Building of the City of Birmingham is officially closed.

-
- E. The amount bid shall be included in comparative evaluation of the bids. OMISSION OF THIS ITEM, WHEN CALLED FOR, SHALL BE CAUSE FOR REJECTION OF THE BID.
- F. The City of Birmingham will bill the Contractor four hundred (\$400) dollars per day for each day they require inspection according to the Engineer. The bill must be paid monthly to the City of Birmingham Treasurer. A thirty (30) day grace period will be provided in which to pay the inspection bill, after which a 1% per month late fee will be assessed. All inspection bills must be paid prior to issuance of final payment.
- G. In the event that the number of crew days required is less than the amount bid, the excess shall be paid to the Contractor at the end of the project. If the number of days required is more than the amount bid, the pay item shall remain as the amount bid, and all days used shall be due to the City prior to final payment.
- H. If the quantity of work under the Contract varies from that stated in the Proposal, the number of "crew days" allowed under the bid item shall be increased or decreased in proportion to changes in the total value of work under the Contract. This revision in the number of crew days shall be agreed upon at the time the Contract quantities are revised.
- I. The Contractor shall give the City Engineer at least twenty-four (24) hours notice, exclusive of Saturdays, Sundays or holidays, when the project requires an increase or decrease in the number of Inspectors. Failure to observe this requirement will either necessitate the charging of one-half (1/2) crew day if the Inspector appears on the project, or the halting of all additional work until an Inspector is available. Unless the Inspector is notified in advance, crew days will be charged when an Inspector appears on a project and the Contractor decides not to work.
- J. A separate crew day shall be charged for each and every Inspector or Engineer employed on a project for inspection purposes.
- K. The number of Inspectors or Engineers required for the complete inspection of any project shall be as determined by the City Engineer.
- L. One (1) Inspector or Engineer shall be assigned to each construction crew or each operation listed below:
1. General
 - a. Material Testing (not the operations done by a testing laboratory).
 - b. Checking barricades and lighting.
 - c. Checking maintenance of traffic.
 - d. Emergency conditions, as determined by the Engineer.
 - e. Measuring quantities when said measurements are taken during one of the operations included within this list.
 2. Clean-Up and Complaints
 - a. Replacement of driveways, sidewalks, pavement, etc.
 - b. Checking restoration and answering complaints.
 3. Water Mains and Appurtenances
 - a. Excavation.
 - b. Laying of Mains.

- c. Installing Valves and Hydrants.
 - d. Tunneling, Jacking or Boring of Water Mains.
 - e. Backfilling of Trenches.
 - f. Restoration of Existing Conditions.
 - g. Cleanup.
 - h. Pressure Testing.
 - i. Cleansing and Disinfecting.
 - j. Checking final installation for conformance to specifications prior to releasing for connections to be made.
 - k. The same Inspector may inspect the installation of hydrants, thrust blocks, gate wells, etc., in the proximity of the pipe laying operations, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
4. Concrete Pavement
- a. Excavation and Preparation of the Site.
 - b. Mucking and Filling Ditches.
 - c. Pavement Removal.
 - d. Subgrade Preparation and Fine Grading.
 - e. Adjusting and Reconstructing Existing Structures.
 - f. Sub-Base Construction.
 - g. Checking Form Alignment and Grade.
 - h. Placing of Concrete.
 - i. Constructing Compression Cylinders.
 - j. Finishing of Concrete.
 - k. Placing of Cold Weather Protection.
 - l. Sawing and Sealing.
 - m. Finish Grading.
 - n. Coring Finished Pavement (One (1) crew day will be charged for each twelve (12) cores taken).
 - o. Adjusting Existing Driveways and Sidewalks.
 - p. Seeding and Mulching.
 - q. Restoration.
 - r. Site Clean-Up.
 - s. Checking final pavement prior to final acceptance for conformance to specifications.
5. Sanitary, Combined, and Storm Sewers, and Appurtenances
- a. Excavation and Preparation of the Site.

- b. Checking Sewer Pipe.
 - c. Installing Pipe Bed.
 - d. Laying Pipe.
 - e. Installing House Leads.
 - f. Tunneling, Jacking or Boring of Sewer.
 - i. Mining Operation:
 - ii. Placement of Concrete:
 - One (1) Inspector in Tunnel.
 - One (1) Inspector Top Side.
 - g. Constructing Manholes, Catch Basins, Inlets.
 - h. Backfilling.
 - i. Restoration.
 - j. Infiltration or Ex-Filtration Tests.
 - k. Site Clean-Up.
 - l. Final checking of sewers prior to releasing for connections to be made or placing in service.
 - m. The same Inspector may inspect the installation of manholes, catch basins, inlets, etc., in the proximity of the pipe laying operation, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
6. Reinforced Concrete Structures
- a. Excavation for Structure.
 - b. Sheeting.
 - c. Checking Forms and Resteel.
 - d. Placing of Concrete.
 - e. Backfilling Around Structures.
 - f. Checking Installation of Equipment.
7. Asphalt Paving and Pavement Resurfacing
- a. Excavation.
 - b. Preparation of Subgrade.
 - c. Construction of Base.
 - d. Preparation of Existing Pavement.
 - e. Priming Base Course.
 - f. Construction of Bituminous Concrete Pavement or Surface.
 - g. Checking of Material.
 - h. Checking of Asphalt Plants.

- i. Checking of Final Pavement for Conformance to Specifications.
 - j. Restoration.
 - k. Site Clean-Up.
- M. Inspection rates for crew days will be charged as described in 1.47 of this specification.:
- N. No payment on inspector crew days shall occur while the project is in progress. Upon final evaluation and inspection approval inspector crew days will be calculated and paid along with the final payment of the project to the contractor.

END OF SECTION

SECTION 410
IRAN SANCTIONS ACT CERTIFICATION FORM

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 (“Act”), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.

By completing this form, the Vendor certifies that it is not an “Iran Linked Business”, as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE

TAXPAYER I.D.#

**SECTION 450
SUPPLEMENTAL SPECIFICATIONS**

PART 1. GENERAL

1.01 SCOPE

- A. The Supplemental Specifications apply particularly to this Contract. If there are parts of these Specifications, which differ from other sections of these Specifications, the Supplemental Specifications shall control.
- B. The 2020 M.D.O.T. Standard Specifications for Construction shall apply for all work items within this contract, except as related to measurement and payment, administration of contracts, and as otherwise modified in this Contract Document.
- C. The work covered by this Contract shall consist of those items listed in the proposal, plus other incidental items as required to complete the project. The Contractor shall, for the amount of money earned, based on unit prices stated in the Contract Documents, furnish and provide all labor, tools, equipment and materials, and do all work required in preparation, removing and replacing existing pavement, and other work related to the project. All of the items of work are to be done in accordance with the plans and Contract Documents of which these Specifications are a part.

1.02 MATERIALS

- A. All materials shall be new and of the grades specified, and shall be the best of their respective kinds for the uses intended. The terms "approved" and "or approved equal" mean that the Engineer must be consulted and his approval given before the material in question is purchased or installed in the work. The approval of any material by the Engineer does not mean the acceptance of the material actually furnished if it should be found defective or inadequate for the purpose intended.
- B. Special brands or grades of material or devices specified or shown on the drawings are named for the purpose of establishing a standard of quality and character desired. Other materials of equality and adaptability for the purpose for which they are intended may be substituted, but shall have the approval of the Engineer as to the equality and adaptability before being incorporated in the work.
- C. The Contractor shall order or arrange for materials well in advance of their expected use in the work, as far as practicable, in order to allow time for inspection, etc., and thus avoid unnecessary delays which may otherwise occur.

1.03 SITE ACCESS AND USE OF PREMISES BY CONTRACTOR

- A. Contractor access will be limited. Parking Lot #5 will remain open to the public at all times. All drive isles will remain open to traffic at all times during the course of construction.
- B. Parking spaces in the vicinity of the work area may be blocked off during construction to facilitate completion of the work – see detail in the Plans.
- C. Alternate access thru Booth Park is also available – see notes and details in the Plans.
 - 1. Contractor is responsible to protect all paved surfaces within Booth Park. Any damage incurred to the pathway or sprinkler system will be repaired at no cost to the City.
 - 2. All turf surfaces disrupted by the Contractor's operations within Booth Park shall be restored at the Contractor's expense. The Contractor is prohibited from disturbing any areas west or north of the path.
 - 3. Clearing in brush areas between the path and the river must be kept to a minimum, and trees of significant nature shall be protected.

4. River banks must be protected during construction. Any damage to the river banks shall be promptly repaired and restored using VRSS techniques, at no additional cost to the City.

1.04 COORDINATION WITH OTHER CONTRACTORS

- A. Pamar Enterprises, with their subcontractor Al's Asphalt, will be completing asphalt pavement repairs and resurfacing across Parking Lot #5 under a separate contract with the City. The intent for the Slope Repair Contract #4-23(S) is to complete necessary construction work to allow the pavement repairs to be completed in the spring of 2023. The Contractor shall coordinate work under this contract with Pamar Enterprises, as work on both contracts may coincide with each other. The exact date for Pamar to complete their work is not known at this time, and is weather dependent.
- B. *Any work performed under this Contract that occurs after completion of the pavement rehabilitation work described in 1.04.A shall be conducted in a manner that protects the new pavement surface and pavement striping from damage. This applies to work under the Base Bid, Bid Alternate #1 or Bid Alternate #2. Any costs associated with protecting the new pavement shall be considered as incidental, and included in the unit prices bid for other items in this Contract. Damage to newly installed pavement surface or striping shall be repaired by the Contractor at no additional expense to the City.*

1.05 EXCAVATION AND GRADING FOR ARMORED SPILLWAY

- A. The intent of the project is to minimize the amount of excavation required to construct the riprap armored spillway channel to the design section shown on the Plans. The final slope of the spillway should follow the approximate existing slope of gully, and is not expected to be uniform. Use larger boulders at locations where "steps" in the bottom slope are present so that the final riprap structure is stable.
- B. All costs related to excavation and grading activities required for construction the proposed spillway to design sections and grades shall be included in the SITE CLEARING AND GRADING pay item.
- C. Refer to Section 400, 700, 886 and 887 for related provisions.
- D. All excavated material shall be properly disposed of by the Contractor off-site. The exception to this is topsoil/organic materials that can be used for the planting mixes.

1.06 NATURAL RIP RAP

- A. Place natural rock riprap in areas designated on the Plans, or as directed by the Engineer.
- B. Natural riprap shall consist of boulders and cobbles of durable, rounded rock materials. Use of crushed or fractured rock will not be allowed.
- C. Plain riprap shall consist of materials with an average diameter of 8 to 12 inches. Heavy riprap materials shall be 12 to 16 inches in diameter. Larger boulders are expected to be used at "steps" in the existing gully being armored with the natural riprap.
- D. Riprap shall be placed on non-woven geotextile fabric and 6 inches of bedding. Provide 6 inch bedding for riprap, using filter material described in Section 885.
- E. Fill voids between riprap pieces with filter material described in Section 885.
- F. Payment for riprap, including any necessary excavation, installation of geotextile fabric and bedding materials, will be under the NATURAL RIPRAP, PLAIN pay item, regardless of size of material used. Measurement will be on a square yard basis for the finished work.

1.07 LEDGE ROCK LEVEL SPREADER STRUCTURE

- A. Construct the ledge rock level spreader at the location and grade shown on the Plans. Refer to Section 885 for related provisions for materials and construction.
- B. Ledge rock pieces shall be canted as shown in the detail on the Plans.
- C. The ledge rock steps shall be placed on non-woven geotextile fabric and a minimum of 6 inches of bedding. Thoroughly fill any voids behind and between the ledge rock pieces with bedding material. Bedding material shall consist of filter material described in Section 885.
- D. Payment for the ledge rock level spreader, including all necessary excavation, installation of geotextile fabric, installation of bedding materials, placement of steps, and backfilling, will be under the LEDGE ROCK LEVEL SPREADER pay item. Payment for the ledge rock level spreader will be on linear foot basis, as measured along the face of the finished structure.

1.08 TURF RESTORATION

- A. Immediately following final grading, the Contractor shall furnish and place three (3) inches of compost planting medium, seed and fertilizer per Section 887. Seed and fertilizer shall be mixed with the planting medium before broadcasting into place.
- B. All slopes greater than 1 vertical to 4 horizontal shall be restored using Slope Stabilization Seed mixture per Section 887.
- C. All other turf areas shall be restored using Fescue Blend seed mixture per Section 887.
- D. Fine grade compost planting medium and seed mixture prior to placement of Turf Reinforcement Mat. All sticks, stones, soil clods, or other foreign matter must be removed. Fine grading shall result in a smooth surface that will allow intimate contact with the TRM or ECB without voids or air pockets.
- E. All seeded areas shall be covered with Turf Reinforcement Mat or Erosion Control Blanket anchored at the back of curb per typical Restoration Detail. TRM and ECB shall additionally be staked in accordance with the manufacturer's instructions for very high/severe kinetic energy conditions. TRM and ECB installation must immediately follow topsoil placement and seeding.
- F. Seed mixtures may be placed under dormant seeding conditions, and seed germination and initial growth is not expected until spring. Final payment under this Contract will not be made prior to verifying satisfactory turf establishment. The area will be inspected before May 31, 2023, and if growth is not satisfactory, the Contractor will be notified. Within thirty (30) days of notification, the Contractor will perform corrective actions, which may include removing some or all of the Turf Reinforcement Mat (TRM), ECB's, placing additional compost planting medium, seeding at the seed supplier's recommended application rate, and re-installing the TRM, ECB's to original Contract specifications. Failure to complete the necessary corrective work within 45 days of notification will result in the City performing the corrective work and recovering costs for this work, including administrative and inspection costs, in accordance with applicable provisions in this Contract.

1.09 LAWN SPRINKLERS

- A. In General, the Contractor shall take all necessary precaution to maintain all irrigation and any irrigation items removed or damaged shall be replaced in kind. The Contractor shall take precautions not to damage private sprinkler systems, and shall repair any sprinkler damage that occurs during construction. This work shall be considered incidental to the Contract.

- B. If a lawn sprinkler line is damaged, the Contractor shall sufficiently plug or cap the line to prevent the sprinkler line from discharging when the system is activated, and shall make the permanent repair in a timely manner.

1.10 SOIL EROSION AND SEDIMENTATION CONTROL (SESC) PERMIT

- A. A SESC permit will be required for this project and can be obtained from the City of Birmingham at NO FEE.
- B. Contractor shall install, maintain and remove all SESC measures as shown on the Plans or as directed by the Engineer if site conditions require changes.
- C. Contractor shall promptly repair or replace damaged or ineffective SESC measures at no additional cost to the City. For SESC measures that are directly protecting the Rouge River from being polluted by sediment, such corrective work shall be completed within 24 hours of notification of the issue. For other areas of the site, such corrective work shall be completed within 3 days of notification of the issue. Failure to complete this corrective work in the stipulated timeframes will result in the City performing the corrective work, and deduct the costs incurred from the monies due to the Contractor.

1.11 DUST CONTROL

- A. Dust and dirt control, and general cleanliness of the project work area and vicinity will be monitored by the Engineer on a regular basis.
- B. For unpaved surfaces, dust control can take the form of watering the grade, or treating the grade with calcium chloride. Particular attention shall be paid to areas where cross-streets generate more traffic than usual.
- C. For paved surfaces, streets must be swept on a regular basis to avoid excess dust being created by traffic. While minor sweeping can be accomplished by a broom tractor, larger sweeping jobs must be accomplished by a professional street sweeper so as to avoid throwing dust, dirt, and stones into the adjacent area.
- D. Although not a direct pay item, the Contractor shall be prepared to address dust and dirt issues as requested by the Engineer within 24 hours. If such issues are not being addressed timely or inappropriately, the Engineer shall have the right to direct its own forces or other contractor to the job site to address the area in question. Such costs shall be charged against the final payment due to the Contractor.

1.12 CONTRACTOR PARKING

- A. The Contractor shall be mindful of the demand for public parking in this area. Since the project will be taking a significant number of parking spaces out of service, demand for parking will increase even more. The Contractor's superintendent shall on a daily basis ensure that contractor's private vehicles are NOT parked at parking meters outside of the work area, using spaces that are intended for use by the general public, or parking on private property without owner permission. The Contractor will be asked to make sure all vehicles are parked either:
 1. Within the closed off area of the project.
 2. Within the nearby municipal parking structures. Worker's Vehicles parked within the parking structures will be allowed to exit for free.

1.13 EXAMINATION

- A. Contractor shall verify the existing conditions in the parking lot to be included in this project prior to submitting a bid.

1.14 PERMITS

- A. *Work completed under this Contract shall be in compliance with the EGLE Permit #WRP034417 issued July 28, 2022. This applies to construction activities located within the designated flood plain, and those that may impact the Rouge River. A copy of the permit is included at the end of this Section of the Specifications.*

PART 2. PAY ITEMS

2.01 MOBILIZATION

- A. The purpose of this pay item is to provide payment to the Contractor for certain start-up costs including, but not limited to the cost of providing insurance and bonds as required by the Contract, purchasing materials to be used for the Work, and delivering equipment and materials to the job site as needed throughout the project. The Contractor shall not bid more than 20% of the total cost of the project, excluding the amount of this pay item, for Mobilization. Providing a price in excess of 20% could be grounds for invalidation of the bid.
- B. Payment for this pay item shall be in one part, with payment arriving with the first disbursement.

2.02 SITE CLEARING & GRADING

- A. Where designated on the Plans, remove trees and stumps, clear and grub brush, and remove debris or other materials found to prepare the site for construction. Work shall be completed in accordance with Section 700.
- B. The Contractor shall protect the existing trees in and around the work area. All costs for removal of all under brush, organic material and re-grading of embankment area including furnishing suitable fill material shall be included in the LUMP SUM price for "SITE CLEARING AND GRADING".
- C. Excavation will be required to construction the proposed spillways, bio-swale and armored spillway channel. All costs incurred shall be include in the LUMP SUM price for "SITE CLEARING AND GRADING".
- D. Embankment material will require removal of topsoil and non-native debris. Suitable low permeability granular material, such as MDOT Class III granular material with clayey fines, shall be placed in six (6) inch lifts and compacted to 95% of the maximum unit weight. All costs incurred shall be included in the LUMP SUM price for "SITE CLEARING AND GRADING".
- E. Removal of trees and stumps less than six (6) inches in diameter, and disposal of associated debris shall be included in the LUMP SUM price for "SITE CLEARING AND GRADING".

2.03 CONCRETE CURB SPILLWAY

- A. Where designated on the plans, construct cast-in-place, reinforced concrete spillways to allow runoff from parking lot to be diverted to the proposed bio-swale.
- B. The City acknowledges that the existing parking lot pavement is in a deteriorated condition, and has a separate contractor planning to mill & resurface the parking lot after completion of work under this Contract.
- C. Sawcut and remove existing concrete curb & gutter, being careful not to damage the adjoining pavement. Install lane-ties in the adjoining existing curb prior to placing concrete for the spillway.

- D. Form the spillways to the dimensions and shape, and provide new epoxy coated steel reinforcement as shown in the detail on the Plans. Concrete used for the spillways shall meet the requirements of Section 711 of the Specifications.
- E. Payment for the Concrete Curb Spillway shall be on an EACH basis, and include all costs related to constructing this item of work.

2.04 LEDGE ROCK LEVEL SPREADER

- A. Supply ledge rock materials meeting the size requirements shown on the Plans, and conforming to Section 885.
- B. Install at grades indicated on the Plans or as staked by the Engineer.
- C. Providing non-woven geotextile filter fabric and gravel bedding/backfill as described in Section 885 and as shown on the details included with the Plans shall be included in the unit price bid for "LEDGE ROCK LEVEL SPREADER".
- D. Measurement and payment for this item shall as described in Part 1.07 of this Section.

2.05 RIPRAP, NATURAL, PLAIN

- A. Place riprap in areas designated on the Plans, or as directed by the Engineer.
- B. Provide natural riprap materials meeting requirements in Part 1.06 of this Section.
- C. Riprap shall be placed on non-woven geotextile fabric and 6 inches of gravel bedding.
- D. Measurement and payment for this item shall as described in Part 1.06 of this Section.

2.06 TURF REINFORCEMENT MAT

- A. Turf reinforcement mats (TRM) shall be North American Green (NAG) SC-250 or approved equal.
- B. All costs for furnishing and installing the TRM per manufacturer's recommendation and the details on the plans shall be included in the unit price bid for "TURF REINFORCEMENT MAT" pay item to include all labor, equipment and materials.

2.07 EROSION CONTROL BLANKET

- A. Erosion Control Blankets (ECB) shall be North American Green (NAG) SC-150 or approved equal.
- B. All costs for furnishing and installing the ECB per manufacturer's recommendation and the details on the plans shall be included in the unit price bid for "EROSION CONTROL BLANKET" pay item to include all labor, equipment and materials.

2.08 COMPOST PLANTING MEDIUM, FURN, __ INCH

- A. Compost planting medium shall be installed for turf restoration, bio-swale plantings, and slope seeding, in accordance with Section 887, with a minimum thickness of 3 inches, or 12 inches for the bio-swale planting area.
- B. Payment shall include all labor, equipment and materials necessary to place and fine grade the compost planting medium, and will be measured on a SQUARE YARD basis for the finished work.

2.09 NATIVE SEED MIX, _____ & FERTILIZER

- A. Refer to item 1.08 TURF RESTORATION and Section 887 of these Specifications.

- B. Payment for this pay item shall include all labor, equipment and materials necessary to install/place the specified seed mix and fertilizer as measured on a SQUARE YARD basis for the finished work.

2.10 FENCE, REMOVE, SALVAGE & RE-INSTALL

- A. Existing wooden vertical board fence panels shall be removed, salvaged and reinstalled upon completion of the proposed work in the area. Panels that are found to be severely defective or deteriorated and unsuitable for re-use shall be removed from the site and be properly disposed of. Defective/deteriorated panels shall be replaced, and the Contractor will be compensated for the costs of replacement on a time and material basis as provided for in the Contract. Panels damaged by the Contractor shall be replaced at no additional cost to the City.
- B. Posts and footings shall be completely removed in the area of the slope repair only (approximately 30 feet wide), and resulting voids shall be backfilled with a low-permeability granular material as described in Part 2.02.D of this Section. For the base bid, include costs to replace posts and footings with new where removed in the unit price bid for "FENCE, REMOVE, SALV & RE-INSTALL".
- C. All costs for removing, salvaging the existing wood fence panels and re-installing shall be included in the unit price bid for "FENCE, REMOVE, SALV & RE-INSTALL".
- D. For Bid Alternate #1, provide a bid price for completely removing the existing wooden vertical board fence panels, posts and footings. Any panels found to be in good condition may be delivered to the Department of Public Services yard at 851 S. Eton. Materials not taken into possession by the City shall be removed from the site and be properly disposed of. The resulting voids shall be backfilled with a low-permeability granular material as described in Part 2.02.D of this Section.

2.11 FENCE, ORNAMENTAL, ALUMINUM, 6' HIGH (BID ALTERNATE #1)

- A. Provide new fence materials as specified on the Plans. Details and notes on the Plans describe the materials, post sizes and spacing, and other necessary information.
- B. Plans include placement of one 4-foot wide gate at a location as directed by the Engineer. Gate posts shall be of a size, gage thickness, and depth of bury as required by the fence manufacturer's instructions. Gate shall include a clasp for placement of a padlock by the City.
- C. ***Any additional costs related to providing temporary construction fencing in the time period between the removal of the existing fence and installation of the new fence shall be included in the unit prices bid under Bid Alternate #1.***
- D. Payment shall include all labor, equipment and materials necessary to install the new fence, and will be measured on a LINEAR FOOT basis for the finished work. The gate will be measured and paid for with the same pay item as the rest of the fencing.

2.12 TEMPORARY CONSTRUCTION FENCING & MINOR TRAFFIC CONTROL DEVICES

- A. Pavement for this item shall be LUMP SUM and include all labor, equipment and materials necessary to provide and remove any and all the traffic control devices as described in the plans or as deemed required to perform the work.
- B. Also included in this item are all costs associated with providing and removing temporary construction fencing as described on the Plans. The amount of fencing required will be determined at the time of construction after City approval of the proposed staging area to be enclosed by the fencing. There will be no adjustment in the lump sum price bid for this item if the amount of fencing utilized is different than assumed at the time of bidding.

2.13 BIO-SWALE PLANTINGS (BID ALTERNATE #2)

- A. Native plantings consisting of a variety of shrubs, perennials and grasses are called for on the Plans under Bid Alternate #2. Plant materials shall meet the requirements described in Section 880 and 886 of the Specifications.
- B. With Bid Alternate #2, the proposed native seeding in the bio-swale area would be omitted, and replaced with the plantings as specified and shredded hardwood mulch. ***Expect to neatly cut the erosion control blanket installed as part of the Base Bid to install the bio-swale plantings. Mulch may be placed on top of the blanket within the limits of the bio-swale.***
- C. Payment for the bio-swale plantings will be on an EACH basis, and include all costs associated with furnishing, installing and providing initial maintenance of the plants as specified. Payment for the shredded hardwood mulch will be on a SQUARE YARD basis, as measured at final completion.

2.14 INSPECTOR CREW DAYS

- A. The "Inspector Crew Days" provision as stated in the "General Requirements" section of the Contract shall be modified as noted below:
 - 1. Saturday or Sunday work for this project shall be charged similar to the other weekdays.
 - 2. All days shall be charged to a maximum of one (1) day per inspector on the site, regardless of total number of hours spent on the project per day.
 - 3. The number of crew days for each pay period will be added as a pay item (up to the amount bid as a maximum) and the actual number of days used will be deducted from the overall total amount due with each pay estimate. If the total amount bid has not been used at the end of the contract, the bid amount will be paid on the final estimate.
 - 4. If additional work other than what is noted herein is necessary to complete the project, the City will consider adjusting the inspector crew days number upon request. The adjustment shall be based upon the percentage increase in the total value of the project over what was originally bid.

END OF SECTION

**SECTION 600
SEWERS AND RELATED STRUCTURES**

PART 1. GENERAL

1.01 SUMMARY

- A. This work shall include the furnishing of all labor, materials and construction equipment necessary for the construction of sewers of the size and character shown on the drawings and specified herein including the furnishing and installing of the pipe and bedding and necessary testing. This work shall include the provision of all labor, materials, equipment, and supervision required, including excavation, bedding, backfill, testing and sterilization and other incidental work necessary for a complete system.
- B. The work of this section shall also consist of the furnishing and construction of manholes and catch basins including inlets as detailed on the Drawings and at the locations shown on the Drawings. Concrete, excavation and backfill shall be as specified in this section and other sections of the specifications. Manholes and catch basins shall be complete with frames, inlets, etc., to meet new or existing pavement surfaces, sidewalks, or grades and shall be included in the work under this section of the Contract.
- C. Contractor shall check entire length of route for acceptability of site conditions, up to and including soil conditions, to perform this work prior to bidding and again prior to mobilizing on the site to perform the various work items.

1.02 REFERENCES

- A. Performance and material requirements shall meet specific Reference Standards as referred to hereinafter under individual items.
- B. Unless otherwise specified, all materials shall also conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 CERTIFICATION AND INSPECTION

- A. All pipe and fittings delivered to the job shall be accompanied by certification papers showing that the pipe and fittings have been tested in accordance with the applicable Specifications for this project. All pipe and fittings will be inspected upon delivery to the jobsite. No cracked, broken or damaged pipe will be allowed in this work.
- B. Each piece of pipe and each fitting shall have its weight and class designation conspicuously painted or cast on it. All other pipe materials shall have the class designation painted thereon. Where required, other designation marks shall be painted on the pipe or fittings to indicate correct location in the pipe line in conformity to a detailed layout plan.

1.04 SHOP DRAWINGS AND GUARANTEES

- A. Contractor shall furnish shop drawings and guarantees of the items to be furnished under this section of the Contract. Design details of joints and joint restraint shall be submitted to the Engineer for consideration and approval before ordering any pipe.

PART 2. MATERIALS

2.01 SEWER PIPE

- A. All sewer pipe supplied and installed on this project shall be of the sizes and types called for on the drawings.
 - 1. Reinforced Concrete Sewer Pipe (RCSP): ASTM C 76, Class as designated on the drawings or special design conforming to ASTM C655;
 - 2. ABS Solid Plastic Pipe: ASTM D-2751, SDR 23.5;
 - 3. PVC Schedule 40 Sewer Pipe: ASTM D1785 "Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120";
 - 4. Polyvinyl Chloride Pipe (PVC) - ASTM D-2241, SDR 26. PVC compounds to meet ASTM D-1784.
- B. Precast Concrete Pipe shall meet the requirements of ASTM C76.

2.02 SEWER POINT REPAIR MATERIALS

- A. The materials acceptable for use in making a point repair are listed below:
 - 1. Sewer Pipe - The following types of sewer pipe may be used as replacement pipe for a point repair. They shall conform to the appropriate American Society for Testing Materials (ASTM) Specification as listed below and any other ASTM or other applicable specification:
 - a. PVC Schedule 40 Sewer Pipe for 10" and smaller only.
 - b. ASTM C76 Class IV Concrete Sewer Pipe for 12" diameter and larger.
 - c. Approved Equal
 - 2. Sewer Connections and Appurtenances
 - a. Service Connection - Any service connection replaced during a point repair shall conform to the pipe manufacturer's recommendations and specifications and applicable ASTM Specifications, for the service connection and for installation of such. The material of the connection shall be similar to the sewer pipe it will be connected to.

2.03 PIPE BEDDING

- A. All sewer six (6) inches in diameter and larger laid on this project shall be installed in conformance with the bedding requirements established on the cross-section on the plan. The gradation requirements for the crushed stone chips shall be according to the following:
 - 1. Crushed stone chips shall be made from crushing sound limestone, dolomite ledge rock, or other materials as approved by the Engineer. Material shall be hard, tough, and durable. The crushing process shall produce material of which 85% to 100% of the particles shall have at least one machine fractured face. Crushed pea gravel will be acceptable if it meets this criteria:
 - a. For sewer pipe 18" in diameter or less, crushed stone chips meeting the gradation requirements of the following table may be used:

GRADATION REQUIREMENTS FOR 3/8" CRUSHED STONE CHIPS
(18" DIAMETER PIPER OR SMALLER)

<u>Sieve Size</u>	<u>Percentage Passing by Weight</u>
1/2"	100%
3/8"	90 - 100%
No. 8	0 - 15%
No. 30	0 - 3%

For purposes of this specification, MDOT Aggregate Mix No. 29A, using crushed limestone, will meet the requirements of this specification.

- b. For pipe larger than 18" in diameter, crushed stone chip bedding meeting the requirements of the following table may be used:

GRADUATION REQUIREMENTS FOR 3/4" CRUSHED STONE CHIPS
(LARGER THAN 18" DIAMETER)

<u>Sieve Size</u>	<u>Percentage Passing by Weight</u>
1"	100%
3/4"	90 - 100%
3/8"	20 - 55%
No. 4	0 - 10%
No. 8	0 - 5%

For purposes of this specification, MDOT Aggregate Mix No. 17A, using crushed limestone, will meet the requirements of this specification.

2.04 STRUCTURES

- A. Unless otherwise noted on the drawings or in supplemental specifications, precast manhole sections shall be used for all new sewer structures, including manholes, catch basins, and inlets. All concrete shall be 4,000 pounds per square inch, as determined by core test or cylinders. All precast sections shall bear the stamp of an approved testing laboratory as having been tested and delivered from tested stock of the manufacturer, at the expense of the Contractor. Precast reinforced manhole sections shall meet the requirements of current A.S.T.M. C-478.
- B. The top section shall be an eccentric cone with one straight side (with manhole steps installed in straight side at the factory). The top section shall be set at an elevation to provide for three (3) courses of brick between the top face and the manhole frame when set to grade. All precast manholes shall be standard tongue and groove using mastic joint materials equal to DeWitt No. 10. All interior joints shall be pointed with mortar and all visible leaks must be stopped.
- C. Manhole frames and covers shall be E.J.I.W. #1040-A. Drainage structure frames and covers shall be E.J.I.W. #5080 with M1 grates, except where modified on the plan.

- D. Cast iron manhole steps shall be castings meeting the requirements of A.S.T.M. Specifications for "Gray Iron Castings," A48, Class No. 35B. The steps shall be approximately 10" x 10" x 3". Steps in precast manhole sections shall be cast in place at the plant.
- E. All manholes shall have channeled bottoms. For sewers 12" diameter or less, the channel shall be 3/4 depth of pipe. For sewers larger than 12" diameter, the channel shall be a minimum of 9" deep.

2.05 GRANULAR BACKFILL

- A. Contractor shall install compacted sand backfill meeting MDOT Class II specifications, compacted to 95% maximum modified proctor density in the locations required per MDOT Standard Detail R-83-B, or where called for on the plans.

PART 3. EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. Where called for in the proposal, the compensation to the Contractor for the sewer installation of the diameter specified will be paid for at the contract unit price per lineal foot measured in place along the center of the pipe. The contract unit price for this work shall be payment in full for furnishing the materials including wyes and all necessary excavation, sheeting or bracing, draining, laying, jointing, bedding, backfilling, disposal of surplus materials, testing, and restoration, and all other work incidental to the construction of the sewer. Final measurements for sewer will be total lineal feet from center to center of standard manholes or center of manholes to face of tunnel sewers where connection only is made thereto.
- B. Junction chambers, gate chambers, and other special structures will not be included in measurements of the sewer. Sewer measurements at these structures will end and begin respectively at inside wall of outlet and inlet end respectively, unless otherwise indicated on the plans.
- C. Unless specified otherwise, manholes and drainage structures will be paid for at the contract unit price each, which price shall be payment in full for furnishing the materials, including the required fittings, frames, and full grates, steps, and for all labor, equipment and tools, all necessary excavation, backfilling, disposal of surplus material, and all work incidental to the completed structures.

3.02 PIPE DELIVERY

- A. A test certificate from an independent testing laboratory showing strength of pipe when tested in accordance with the applicable A.S.T.M. Standards shall be submitted to the Engineer before pipe is delivered to the job site. One certificate shall be furnished for each size of pipe. The Engineer may require additional tests of pipe stored at the plant or delivered to the job, should he have reason to believe that inferior pipe is being delivered on the job. The cost of each test shall be borne by the Contractor. The pipe supplier shall also furnish a certificate stating that all pipe supplied was manufactured from substantially the same material and in the same manner as pipe tested and all pipe delivered to site shall have the test stamp of the testing laboratory making such tests.
- B. The pipe shall be distributed at the site by the Contractor as required, and care shall be exercised to prevent injury to the pipe in handling. Proper tools and implements, for safely handling the pipe and other materials, shall be provided by the contractor.
- C. Pipe must be protected from falling, either from truck to ground or into the trench, and when distributed along the line or stored near a road, must be kept clear of passing vehicles.

- D. The Contractor shall place the pipe so as to cause the least amount of interference to abutting property owners and traffic using the street. Barricades and lighting shall be provided at intersections and other locations where the pipe will interfere with pedestrian or vehicular traffic.
- E. All damage caused by storage of the pipe on the construction site shall be repaired by the Contractor, including but not limited to sidewalks, driveways, lawns, and shrubbery. No pipe shall be allowed to be stored longer than three days prior to beginning construction on the section of sewer.
- F. All materials will be inspected before placing in the trench, and if defective, marked "REJECTED" and removed from the site by the Contractor. All damaged materials shall be replaced by the Contractor at no additional cost to the City.

3.03 EXISTING STRUCTURES AND UTILITIES

- A. Underground structures and utilities are shown on the construction drawings as an aid to the contractor, but the owner does not guarantee their location or that other underground structures or utility services on the plans, and it shall be the Contractor's responsibility to locate them. The City will, whenever possible, and when requested by the Contractor, stake the location of sewer and water services at the street right-of-way line.
- B. In crossing over or under underground utilities, the Contractor shall use all possible care in protecting the utilities and to maintain their free unobstructed continuous use. The contractor will be required without additional compensation to repair, replace or rebuild any such improvement injured or damaged by him, and shall be responsible to the department, companies, individuals or corporation controlling such improvements.
- C. All underground utilities shall be supported on a foundation of sand or sand-gravel thoroughly compacted by mechanical tamping in order to prevent future settlement and possible failure of the utility. Under sewers and sewer services "cement reinforced sand backfill" rather than "sand or sand gravel" shall be used. Gas mains and gas services shall be supported in accordance with the requirements of the Consumers Power Company.

3.04 MAINTAINING FLOW

- A. All combined sewers will likely have continuous dry weather flows, all of which shall be diverted in a safe manner so as to cause no inconvenience to the public. Special care must be taken to ensure that no part of the work is built under water, and the work must remain dry until all concrete and/or mortar has set up.

3.05 EXCAVATION

- A. Excavation shall be open cut from the surface. All work shall be done to true line and grade. The Contractor shall remove all obstructions or encumbrances (except those which are specifically noted to be preserved) which may be in the proposed line of the sewer, the cost of doing such work shall be included in the contract unit price per lineal foot for laying sewer.
- B. Trenches shall not be excavated for a distance greater than fifty (50) feet in advance of completed sewer without the permission of the Engineer.
- C. Excavated material permitted to be used for backfill may be deposited along the line of work where space permits provided it does not cause damage to trees, shrubs, fences, etc., nor cause excessive inconvenience to public travel and adjoining property owners, nor endanger the bank of the trench by imposing too great a load thereon. All material in excess of the quantity permitted for backfilling and all materials unsuitable for backfilling shall be hauled away by the Contractor at his expense in an expeditious manner.

- D. Excavation shall be of sufficient widths and depths to provide adequate room for the construction and installation of the work to the lines, grades, and dimensions called for on the drawings, except the width of a trench from the invert to a height twelve inches above the top of the sewer barrel shall not be greater than as follows:

<u>Pipe Size</u>	<u>Maximum Trench Width</u>
12" or less	30"
15" to 36"	O.D. + 12"
42" or greater	O.D. + 24"

- E. If the trench width as specified above is exceeded, the Contractor shall install, at his own expense, concrete cradling or other approved bedding, to support the additional backfill load. In case the bottom of the trench is unsuitable as a foundation, it shall be further excavated and prepared. If the unsuitable condition of the foundation is caused by factors beyond the Contractor's control, the additional excavation and preparation will be paid for as extra work.
- F. Where, through the Contractor's construction procedure, or because of poor existing ground conditions, it is impossible to maintain alignment and grade properly, the Contractor shall, at his own expense, excavate below grade and replace with large size aggregate or slag in order to insure the pipe, when laid, will maintain correct alignment and grade.
- G. If the trench at any point along the line will be opened nearer than six (6) feet to the face of the trunk of an existing tree, and in the opinion of the Engineer the excavation would be injurious to the tree, he may require the Contractor to tunnel under the tree.
- H. Selected excavated material may be used for backfilling under trees and it shall be thoroughly tamped to completely fill the excavated space between the pipe and excavation by means of mechanical tampers.
- I. Where the trench must be cut through concrete or asphalt pavement, driveways, or sidewalk, particular care shall be taken not to unnecessarily damage adjoining areas. All cuts through existing concrete or asphalt pavement, sidewalks or driveways are to be resurfaced with like materials. Pavement breaking by the use of a drop weight is prohibited.
- J. Excavation shall be sheeted and braced as necessary to ensure complete working safety and to protect adjoining structures or conduits. If at any time the Engineer has reason to believe that the sheeting or bracing installed by the Contractor is insufficient, he may require that an additional amount shall be placed, but such requirement or failure to make such requirements shall not relieve the Contractor from his liability.
- K. No extra compensation shall be paid the Contractor for sheeting or bracing left in place, unless ordered left in place by the Engineer and then only a fair salvage value for the material left in place shall be paid. The Contractor shall receive no extra compensation for sheeting or bracing left in place in tunnels.

3.06 TUNNELING

- A. Tunneling under pavements or streets will not be allowed without the approval of the Engineer in writing, or unless noted on plans or in the Specifications. Where tunneling is permitted, there shall be a minimum clear space of not less than six (6) inches between the outside of the pipe in the tunnel and the face of the excavation or the sheeting or bracing that is nearest the pipe.
- B. All space outside the finished sewer wall shall be completely filled with 1:2 cement-sand grout applied under pressure.

- C. Facilities for ventilation and lighting shall be supplied as necessary for reasonable working conditions and for inspection.
- D. Any excess trench excavation made below the pipe shall be refilled with crushed stone, sand, or concrete as directed by the Engineer. Under all conditions, sewer pipe shall have a firm bearing which will insure permanent grade and alignment and proper support against crushing load.
- E. Upon completion of the construction work in tunnel, the sheeting and bracing, if any, shall be left in place and all the remaining space between the outside of the pipe and the excavation shall be filled with cement reinforced sand backfill and thoroughly compacted.
- F. When boring under pavement, the pit must be a minimum of ten (10) feet away from the pavement edge, unless previously approved by the Engineer.

3.07 LAYING PIPE

- A. Unless otherwise allowed under specific specifications for a particular type of sewer or unless permitted by the Engineer, construction shall begin at the outlet end of sewer and proceed upgrade.
- B. All pipe shall be laid true to line and grade and the ends of the pipe shall abut against each other with the bell end facing the direction of laying. Each pipe as laid shall be checked by the Contractor with line and a grade pole or a laser beam to insure that this result is obtained.
- C. Alignment of laser beams shall be checked with sufficient frequency to assure compliance with plans.
- D. Each pipe shall be inspected for defects prior to being lowered into the trench and inside of pipe and outside of spigot shall be cleaned of any dirt or foreign matter.
- E. Proper support and bedding of all pipe through the full length of the barrel shall be made by constructing bedding as required and detailed on the plans. Special care shall be observed to avoid load on bells of bell and spigot pipe. Each pipe shall be pushed firmly against pipe previously placed and carefully aligned.
- F. Mechanical means, consisting of a cable placed inside the pipe with a suitable winch, jack, or come-along for pulling the pipe home and holding the pipe in position, shall be used where the manual means will not result in pushing and holding the pipe in position.
- G. Work executed during the winter shall receive exceptional attention to avoid excessive backfill load on pipe. If sides of trench are frozen, the amount of selected material tamped above the pipe shall be increased to at least two feet. No frozen backfill material shall be used.
- H. At manholes the pipe shall be placed on a concrete cradle from the manhole to the point where the sewer trench does not exceed the specified width and shall be done in accordance with the City of Birmingham "Underground Structures and Water Main Standards".

3.08 JOINTS

- A. All sewer joints shall be sealed with flexible, watertight, rubber type gaskets; pre-cast die molded bituminous material as used on slip seal pipe; or an approved equal. Before placing the pipe in position in the trench adjusted to grade, the joint compound on both ends of the pipe shall be painted with suitable solvent or lubricant material. The spigot or tongue ends of the pipe to be laid shall be inserted and shoved home against the base of the socket last laid. Throughout this operation every effort shall be taken to prevent sand or gravel from entering the joint or pipe.
- B. Joint material shall be applied to the pipe on the day the pipe is placed in the trench. Joint material shall be stored in closed containers when unattended.

- C. Concrete pipe 36" and larger shall have all joints inside cement pointed, with cement mortar compound of one (1) part cement and two (2) parts of sand. Mastic compound or any foreign material within 3/4" below inside finish of pipe shall be thoroughly removed before cement grout is applied.

3.09 MANHOLES, DRAINAGE STRUCTURES

- A. Manholes and drainage structures shall be constructed of the type and in accordance with the details shown on the plans and at the locations shown on the plans. All necessary steps, frames, and covers shall be furnished and installed. Covers shall be set at the required final elevation so that no subsequent adjustment shall be necessary.
- B. Excavation shall be carried to the depth required to permit the construction of the required base and bottom of excavation shall be trimmed to a uniform horizontal bed. The excavation shall be sufficiently wide to allow for shoring, bracing, or form work, should any or all be necessary, and to allow for accessibility in plastering the exterior of brick masonry. The excavated section shall be completely de-watered before any concrete is placed thereon.
- C. Concrete shall be Grade A 3,000 pounds per square inch compressive strength, minimum content 1.375 barrels per cubic yard.
- D. Brick shall be made of clay or shale or concrete brick and shall be whole, thoroughly and evenly burned, of close and uniform texture, free from cracks and warps, with even faces and uniform texture, and uniform in shape and size. Brick shall show a minimum average compressive strength of 2,000 pounds per square inch and average absorption of water in twenty-four (24) hours of not more than 22 percent of dry weight.
- E. The brick shall be laid radially in courses in a full bed of mortar with interior joint not more than 1/4" in width. Whole bricks only shall be used except to effect closure and to fill in the outside portion of the radial joints. Each seventh course shall be laid in "stretchers," the intervening courses shall be composed of "headers". Below a depth of thirteen (13) feet, walls of brick manholes shall be laid in alternative stretcher and header courses.
- F. When completed, manholes and drainage structures shall have sand or gravel placed uniformly around the structure in one foot lifts, and compacted in place. No backfill shall be placed around manholes or structures for twenty-four (24) hours, if an outside plaster coat has been applied.
- G. Manholes and Structures shall not be placed under conditions which may be expedited to result in defective work. If the soil at the established grade is not sufficiently stable to properly support structures, the Contractor, at his own expense, shall excavate up to 24" below grade and refill the trench to the proper grade with compacted crushed stone chips. If stable support cannot be established in this manner, the work shall be discontinued until plans for change in construction have been submitted by the Contractor to the Engineer for approval and approval has been granted.

3.10 SERVICE CONNECTIONS

- A. Service connections shall be made to sewers with "wyes" manufactured on the sewer pipe. Breaking holes in the pipe will not be allowed without specific authorization of the Engineer.

3.11 SHEETING AND BRACING

- A. Where necessary in order to construct the work called for by the contract, to insure the safety of the men, or to protect other things of value, the Contractor shall adequately sheet or brace all open excavation or tunnels. The Contractor shall install additional sheeting or bracing as directed by the Engineer, but such order, or failure to give such order, shall not release the Contractor from his liability for damage to person or property under this contract.

- B. All sheeting, shoring and bracing, unless left in place as ordered by the Engineer, shall be removed from open trench work progressively with the backfilling operations in order to prevent slides from the sides of the trench. All sheeting left in place shall be cut off five (5) feet below ground line.

3.12 PUMPING, BAILING AND DRAINING

- A. The Contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of waste from trenches or other excavation.
- B. Where the work is in ground containing an excessive amount of water, the Contractor shall provide, install, maintain, and operate suitable well points, connecting manifolds, and reliable pumping equipment to operate same to insure proper construction of the work.
- C. In no case shall water be allowed to rise in or about the pipe before the joint has become thoroughly set. No walking on or over the pipes after they are laid, except as may be necessary in tamping the earth in refilling, will be permitted until they are covered with earth to a depth of twelve (12) inches.
- D. Drainage or discharge lines shall be connected to adjacent public storm sewers or extended to nearby watercourses wherever possible. In any event, all pumping and drainage shall be done without damage to any highway or other property, public or private, and without interference with the rights of the public or private property owners.
- E. The Contractor shall receive no extra compensation for providing, maintaining, or operating any de-watering or drainage facilities.

3.13 BACKFILLING

- A. It is the intent of these specifications that all of the excavation be backfilled with thoroughly consolidated, suitable material in such a manner that the alignment and grade of the construction work in the excavation be not disturbed and that the subsequent settlement of the surface over the excavation and adjacent thereto be avoided as far as possible.
- B. Insofar as practicable, without interfering with the progress of the work, the Contractor shall keep streets, driveways and sidewalks open to safe use by the public.
- C. All trenches and excavations under existing pavement, proposed pavement, existing roadways, driveways or sidewalk shall be backfilled with sand or gravel and thoroughly compacted by mechanical tamping or vibrating. Where the existing roadway or driveway is gravel surfaced, the top eight (8) inches of the backfill shall be road gravel. The Contractor will not be required to replace any oil treatment or seal coat, however, he shall maintain the top of the trench in a dust free manner until completion of the project. No additional payment will be allowed for the sand or gravel backfill, the cost of which shall be included in the unit price bid for the installation of the pipe and structures.
- D. Backfill shall not be placed against any portion of a structure until it (structure) has passed inspection.
- E. Where the trench or excavation is located in the parkway between the roadway and the street line or in unimproved streets, excavated material may be used in completing the backfill. Care shall be taken in placing this backfill to make sure that all boulders, pieces of concrete and such other material that might damage the pipe or structure, or prevent consolidation are not allowed to remain in the backfill material and it shall be compacted by tamping, jetting, or by use of compacting equipment.
- F. If a bulldozer or other machine is used to place the backfill material, no material shall be pushed or dropped into the trench, but shall be placed on the sloping ends of the completed backfill and allowed to roll in place to the bottom of the trench.

3.14 EMERGENCY REPAIR

- A. When the Contractor is not actively performing work on a particular construction site, but where delayed construction operations, testing and/or surface restoration work yet remains to be completed to meet the requirements of the Specifications, situations may arise of an emergency nature as a result of such uncompleted work which may affect directly or indirectly public and/or private property or which may ultimately, either directly or indirectly, affect the health, safety, and welfare of individuals or the general public. While these situations can readily develop as emergencies, the Engineer shall direct field related operations and require immediate efforts by the Contractor to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the emergency which may arise when no construction activity exists on the construction site shall be handled in the following manner.
1. The Engineer shall inspect the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
 2. The Engineer then has three (3) alternate sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
 - a. The Contractor under contract with the Owner to perform all work on the site location in question.
 - b. The City's Department of Public Services (DPS).
 - c. An independent contractor designated by the Engineer.
- B. Since the nature and extent of most unfinished work on a particular construction site is well known by both the Engineer's authorized agent and the Contractor at the time of declaring an "emergency situation" as set forth herein before the Contractor, under contract to the Owner for the particular project, the Contractor would be the first party notified and would be expected to respond immediately with necessary labor and equipment to remedy the problem.
- C. If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the Engineer, then the Contractor shall be judged to have waived his rights to physically correct the problem, but not to his obligations to pay for such physical correction or damages resulting therefrom. The Engineer shall then contact the City's DPS for their assistance in correcting the "emergency situation". Where existing commitments by the DPS prohibits their immediate response to the request of the Engineer, the Engineer shall finally direct that corrective measures be performed by the independent contractor noted above to perform such work when so directed.
- D. Since the cost for all remedial work undertaken by the Contractor on this project shall be borne by the Contractor and it is necessary to engage the assistance of the DPS or an independent contractor, then all costs incurred shall be deducted from monies due and payable to the Contractor on the particular project as set forth on any ensuing regular job estimates.
- E. Typical costs which will be deducted from the contractor monies due would be as follows:
1. Payroll wages, benefits, and taxes.
 2. Material bills.
 3. Equipment rental (Detroit area rates) and mobilization costs.
 4. 15% profit and overhead for independent contractor.
 5. Inspection costs.

3.15 POINT REPAIRS TO SEWER LINES

- A. It is the intent of the specifications to provide a basis by which a contractor can successfully and completely make a point repair to a sanitary sewer line. This basis shall cover all aspects of a point repair including methods, materials, and payment for work.
- B. A point repair to a sanitary sewer line shall be defined as a repair made at a specified location on a sanitary sewer line.
- C. A point repair shall be classified by the inside diameter of the pipe and the length of pipe replaced.
- D. Methods:
 - 1. The method by which a repair shall include all supervision, labor, equipment and materials necessary to perform and successfully complete the following items:
 - a. Excavating a trench deep enough to uncover a sanitary sewer line, wide enough to work in, and long enough to uncover up to twenty (20) linear feet of sewer pipe while providing protection of adjacent utilities, pavements, etc.
 - b. Remove any landscaping fences, asphalt, concrete, base material, storm sewer, etc., that interferes with the repair made at each specified point, and for the replacement of said landscaping, fences, asphalt, concrete, base materials, storm sewer, etc., in the same or better condition as found. Any such item not replaced in the same or better condition as found, as determined by the Engineer, shall be redone at the Contractor's expense.
 - c. De-water any trench where excess water accumulates and installation, as required, of compacted sand backfill under paved area.
 - d. Replace and reshape the bottom of the trench so that the grade of the pipe replaced will match that required for the existing sewer line. Any material replaced in the bottom of the trench shall be compacted so as to prevent sags in the sewer line due to settlement of the trench material.
 - e. Repair and replace up to twenty (20) feet of the existing sewer pipe with the properly sized pipe the same as existing, as needed.
 - f. Repair and replace any house service lateral encountered within the required twenty (20) linear feet of uncovered pipe with properly sized service, as specified and with enough sewer pipe to reconnect to the service line where it was severed.
 - g. Tie all new laid sewer pipe to existing sewer pipe, main sewer lines and service lines, so that no possible source of infiltration/inflow (a leak in the line) may be created.
 - h. Any sewer pipe broken by the Contractor, outside of the required twenty (20) linear feet of pipe, shall be replaced or repaired at the Contractor's expense. All such occurrences shall be pointed out by the Contractor to the Engineer when they happen. The materials to use for making the tie-in shall be properly sized.
 - i. Backfill the open excavation so that the ground elevation will most nearly match the elevation before excavation.
- E. Bypass Pumping:
 - 1. On all sewer lines in which a point repair is to be made, the normal flow of sewage shall be re-routed by bypass pumping.

END OF SECTION

**SECTION 700
EARTHWORK AND SITE CLEARING**

1.01 SECTION INCLUDES

- A. Earth Excavation
- B. Clearing
- C. Removing Trees and Stumps
- D. Removing Existing Structures, Retaining Walls, and Culverts
- E. Removing Miscellaneous Structures
- F. Roadway Excavation
- G. Excavation and Backfill for Structures
- H. Subbase
- I. Fine Grading
- J. Final Trimming and Cleaning Up

1.02 EARTH EXCAVATION

- A. Excavation shall consist of all work required to construct the earth grade and its appurtenances true to the lines, grades and cross sections called for on the plans and in accordance with these specifications. Excavation shall consist of the following items, any and all of which may be included and incidental to it: clearing and grubbing; removing trees, stumps, hedge, old culverts and miscellaneous structures; roadway excavation, including salvaging and stock-piling topsoil; excavation for structures; trimming and finishing earth grade; fine grading and cleanup; final trimming and cleaning up; and cleaning up roadsides.
- B. Soil notations when shown on the plans are for general information purposes only and shall not relieve the Contractor of his responsibility in investigating all local conditions affecting the work.

1.03 CLEARING

- A. This work shall consist of clearing and/or clearing and grubbing of all areas within the project limits which interfere with excavation, final grading, and restoration.
- B. Clearing shall consist of cutting, removing and disposing of all trees, stumps, brush, shrubs and other vegetation from the above designated areas.
- C. Clearing shall consist of all the items or work enumerated above for clearing and shall also include removing from the ground all roots, logs, brush, matted roots and debris of any nature within the areas designated above and the subsequent disposal of all spoil materials from the project.
- D. Grading operations shall not be started in any area until the clearing and grubbing within the area affected has been completed.
- E. All trees, shrubs and other plants not designated on the plans or by the Engineer to be removed shall be carefully protected.

-
- F. All trees, stumps, brush, shrubs, and other vegetation occurring between lines 2 feet outside of grading which are not designated on the plans or by the Engineer to be saved, and all such material occurring outside of such limits which are shown on the plans to be removed, shall be cut off flush with the ground and disposed of.
 - G. All trees, stumps, brush, shrubs, roots, logs, matted roots, other vegetation and debris occurring between lines 2 feet outside of the grading limits as specified above under "Site Clearing" shall be completely removed from the ground surface and properly disposed of off site. Within excavation areas, the trees, stumps and roots shall be removed to a depth of not less than 12 inches below the sub grade elevation of the roadway, or 12 inches below the finished surface outside of the roadway areas. In embankment areas, where the top of road metal is 5 feet or less in height above the existing ground, the trees, stumps and roots shall be removed to a depth of not less than 12 inches below the existing ground surface. Where the top of road metal is more than 5 feet in height above the existing road, the trees and stumps shall be cut off flush with the existing ground surface. The removal of stumps and roots may be accomplished by the use of a "Shredding Machine" meeting the approval of the Engineer.
 - H. All holes remaining after the grubbing operation in embankment areas shall have the sides broken down or leveled and shall be refilled with acceptable material, moistened and properly compacted in layers by tampers or rollers to the density required under Roadway Excavation. The same construction procedure shall be applied to all holes remaining in excavation areas where the depth of holes exceeds the depth of the proposed excavation.
 - I. The contract includes a separate item for "Site Clearing" or "Site Clearing and Grading," and the contract unit price shall be payment in full for performing all work as herein specified.

1.04 REMOVING TREES AND STUMPS

- A. This work shall consist of removing trees or stumps where called for on the plans, or directed by the Engineer which occur within the right of way outside of areas estimated for clearing and grubbing, and shall include cutting such trees, removing their stumps from the ground and properly disposing of the material.
- B. The size of trees will be determined by the average diameter of the tree trunk taken at a point 4 feet above the ground. The diameter will be measured to the nearest full inch. Trees having major limbs lower than 4 feet from the ground shall be measured at the smallest diameter below such limbs.
- C. Stumps shown on the plans or authorized by the Engineer to be removed will be measured as the average diameter across the top of the stump. Measurement will be to the nearest full inch.
- D. Where more than one tree grows from a common source below ground, each tree or stump therefrom will be measured as a separate tree or stump.

- E. If the contract contains a separate item for “Tree Removal” or “Removing Stumps,” the contract unit price each shall be payment in full for removing such trees or stumps, which are outside the areas estimated for clearing and grubbing, backfilling of all holes after removal of trees or stumps, and disposing of materials, in accordance with the following schedule of sizes:

Diameter

Removing Trees and Stumps	7-18 inches
Removing Trees and Stumps	19-36 inches
Removing Trees and Stumps	37 inches or larger
Removing Stumps	Same diameters as trees

- F. Removing trees or stumps less than 6 inches in diameter shall be considered as incidental to work of “Site Clearing and Grubbing” unless the contract contains an item of work covering such removal. Trees and stumps less than 6 inches in diameter will not be shown on the plans unless their removal is covered by a contract item.
- G. If the contract does not include a separate item for Tree Removal or Removing stumps above 6 inches in diameter, then all work specified in this section, as shown on the plans, shall be considered as incidental to construction of the project.

1.05 REMOVING EXISTING STRUCTURES, RETAINING WALLS, AND CULVERTS

- A. This work shall consist of removing, in whole or in part, all structures, retaining walls and culverts shown on the plans to be removed or required to be removed for the construction of the project, or the filling of old culverts as required, together with the salvaging, storing and disposing of all resulting materials and the backfilling and compacting of all resulting trenches.
- B. Structures shall be removed in such a manner as not to damage work or material which is to be salvaged or any new work under construction. Portions of existing structures not interfering with the new construction shall be removed to at least 2 feet below the earth grade of the new work. Portions of the existing structures, outside of the construction limits, shall be removed as indicated on the plans.
- C. Materials designated to be salvaged shall be stored in neat piles in locations determined by the Engineer within the right of way and adjacent to the site or the work, or loaded on trucks. Materials not designated to be salvaged shall become the property of the Contractor and shall be removed from the site of the work.
- D. All old culverts or parts thereof that interfere with the new construction, or which are specified to be removed shall be removed. Steel and timber superstructures and abutments, and the floors of all concrete and masonry culverts that are to be abandoned, shall be removed entirely. Concrete and masonry abutments shall be removed entirely or broken down to an elevation of at least 2 feet below the proposed elevation of the earth grade.

- E. Where old culverts are to be extended or otherwise incorporated into the new work, only such part of the old structure shall be removed as to provide a proper connection to the new work, and the connecting edges shall be cut, chipped and trimmed to the required lines and grade without weakening or damaging the part of the structure to be retained.
- F. All road pipe culverts that are to be abandoned, the tops of which come within 3 feet below the proposed earth grade within the area of the roadbed, and elsewhere to an elevation within 2 feet below the proposed finished earth grade, shall be removed. Road culverts at a lower elevation, if in good condition in the opinion of the Engineer, may be properly bulkheaded and left in place. The ends of the culvert left in place shall be blocked with a masonry bulkhead or concrete which thickness shall be 1/3 the diameter of the pipe, but in no case less than 12 inches.
- G. If the contract contains a lump sum price for "Removal of Existing Structures" or "Removal of Portions of Existing Structures," such lump sum price shall be payment in full for the removal and disposal of the existing structures. If the contract does not specifically provide for separate payment and the plans provide for such removal, no extra payment will be made for these items of work, but compensation therefore shall be considered as being incidental to construction of the project.
- H. If the contract includes a separate item for removing culverts, the contract unit price each for "Removing Culverts" shall be payment in full for excavation, removing the specific culverts listed, salvaging, storing, disposing of the materials and backfilling the trenches.
- I. All materials including Granular Backfill, required for backfilling removed structures or culverts, shall be considered incidental to removal of the structures involved, unless otherwise specified.
- J. If the contract does not include an item for Removing Culverts, the removal indicated on the plans shall be incidental to the proposed construction. The removal and disposal of all existing culverts which is necessary to accommodate proposed construction will be considered as incidental to the proposed construction.
- K. The bulkheading of all open ends of pipe culverts which is necessary due to a partial removal of the culvert shall be incidental to the item of work which necessitated the partial removal.

1.06 REMOVING MISCELLANEOUS STRUCTURES

- A. This work shall consist of removing old pavement, surface and base course, integral and separate curb, curb and gutter, sidewalk, masonry, railway track, fence, poles, safety zones, guard rail, manholes, catch basins, inlets, sewers and any other structures which are not suitable to be left in the roadway; and salvaging and disposing of the resulting materials and backfilling the resulting trenches, holes and pits.
- B. Breaking Down and Removing
 1. All old structures with all attached parts and connections shown on the plans to be removed, or that which interferes with the new construction, shall be entirely removed within the limits shown, unless otherwise provided.

2. In removing separate curb or separate curb and gutter, sidewalk, crosswalk, and similar structures, where portions of the existing structure are to be left in the surface of the finished work, the old structure shall be removed to an existing joint, unless otherwise directed by the Engineer.
 - a. Where integral curb is to be removed flush with the existing concrete pavement, the operation shall be performed by mechanical means so as to leave a reasonably neat and flush cleavage plane, without damage to the underlying pavement.
 - b. When pavement which includes integral curb is to be removed, the removal shall be as herein specified for concrete pavement.
 - c. In removing an old pavement or concrete base with a bituminous surface, the old concrete shall be removed to an existing joint or cut to a true line with a vertical face at the locations called for on the plans, or as directed by the Engineer. The cutting of old pavement or base course shall be accomplished by line drilling a sufficient number of times such that removal of the old concrete will not in any manner disturb or damage the sections of pavement or base course which are to remain in place. In addition to line drilling, all finished pavement shall be cut to a depth of at least 3 inches with a power-driven concrete saw so as to eliminate all traces of the drilling.
 - d. In removing a concrete base course, where part of the existing bituminous surface is to remain in place, the bituminous surface shall be cut the full depth by the use of a power driven saw along a line parallel to and at least 1 foot from either side of the base course removal.
 - e. The removal of the bituminous surface as provided above, together with removal of the concrete base will be paid for as "Removing Old Pavement." Any concrete or bituminous surface damaged beyond the removal called for shall be removed and replaced at the Contractor's expense.
3. When a concrete or brick pavement is encountered under the existing pavement, the item of "Removing Old Pavement" will be allowed for each pavement removed, except old pavement with a concrete cap will be considered as only one pavement, whether or not there is a separation layer of earth or bituminous material between the old pavement and the concrete cap. The removal of a flexible pavement such as aggregate or macadam that is encountered in the excavation, at any elevation will not be paid for separately, but shall be included as a part of Earth Excavation.
4. Small quantities of earth may incidentally be removed when removing old pavement. Any earth so removed shall be replaced by backfilling with suitable material meeting the approval of the Engineer to the elevation of the proposed subgrade at the Contractor's expense.
5. The item of Removing Asphalt Surface shall consist of removing an asphalt or tar surface from a rigid base, such as concrete or brick, or from a flexible base, such as macadam or aggregate, and disposing of the material removed. The removal of an asphalt surface and the underlying aggregate or macadam base will be paid for as Earth Excavation. The removal of an asphalt surface and the concrete or brick base will be paid for as Removing Old Pavement. Where part of the existing asphalt surface is to remain in place exposed, it shall be cut the full depth by the use of a power-driven saw before starting to remove the adjacent surface. Where part of the existing asphalt surface is to remain in place and is to be resurfaced with asphalt, it shall be cut to a true line with equipment approved by the Engineer.

6. All masonry structures within the area of the roadbed shall be removed entirely or broken down to an elevation of at least 2 feet below the proposed earth grade, and elsewhere to an elevation of at least 1 foot below the proposed earth grade.
7. In the removal of railway track, all rails, paving, ties, tracks, encasement, concrete foundations and other appurtenances shall be removed. Rails shall be separated into single rail lengths of lengths not greater than 33 feet. Crushed stone or gravel ballast shall be left in place unless otherwise provided.
8. In the removal of manholes, catch basins and inlets, any live sewers connected with them shall be rebuilt and properly connected, and satisfactory by-pass service shall be maintained during such construction operations.
9. If the plans call for abandoning manholes, catch basins or inlets, the castings shall be carefully removed and the masonry broken down to an elevation at least 2 feet below the proposed earth grade within the area of the roadbed, and elsewhere to an elevation at least 1 foot below the proposed earth grade. The abandoned structures shall be backfilled with a concrete mixture composed of 1 part Portland cement to not over 10 parts of fine aggregate. Existing live sewer connections shall be rebuilt and properly reconnected and satisfactory by-pass service shall be maintained during such construction operations. The removed castings shall remain the property of the Owner.
10. All open ends of abandoned sewers encountered in removing or abandoning drainage structures shall be plugged with brick masonry or concrete.
11. All sewers that are to be abandoned, the tops of which come within 3 feet below the proposed earth grade within the area of the roadbed and elsewhere to an elevation within 2 feet below the proposed earth grade, shall be removed. Sewers at lower elevation, if in good condition in the judgment of the Engineer, may be properly plugged and left in place as provided above.
12. When a portion of the existing structure is to be retained, care shall be taken not to impair the value of the retained portion during construction operation.
13. All operations necessary for the removal of any structure which might endanger the new construction shall be completed prior to construction of the new work.

C. Disposing of Materials

1. Materials salvaged during construction of the project shall become the property of the Contractor unless otherwise shown on the plans or in the proposal. Materials reserved for use by the Owner shall be removed without damage to the material and stored outside the limits of construction at the location and in the manner approved by the Engineer. Materials that become the property of the Contractor shall be removed from the project.
2. Suitable pieces of concrete or masonry removed during construction of the project may be used in the construction or riprap, tree wells, and similar structures, or may be used otherwise as approved by the Engineer.
3. All concrete, stone, brick and such material that cannot be used as above specified, all broken concrete which is matted together by steel reinforcement, and all other waste material, shall be properly disposed of by the Contractor at no cost to the Owner.

D. Backfilling

1. All trenches, holes and pits resulting from the breaking down or removal of miscellaneous structures shall be filled with suitable excavated material, or porous backfill of the grade specified as follows:

2. Backfilling of the entire trench, hole or pit excavation under road surfaces, pavement, sidewalk, curb, driveways and where the edge of the excavation is within 3 feet of the pavement shall be made with Granular Material, Class II. The material shall be placed by means having the approval of the Engineer and is to be compacted to 95 percent of maximum unit weight. If the above operation will result in a non-draining pocket, the backfill method and materials shall be as directed by the Engineer.
 3. Backfilling of all other excavations beyond the areas noted above shall be made with selected excavated material placed in one-foot layers with each layer being thoroughly compacted by means having the approval of the Engineer, to a density equivalent to the undisturbed adjacent soil.
- E. Unless otherwise provided this work will be measured in the original position of the structures to be removed as follows:
1. Removing Old Pavement, surface course and concrete or brick base course will be measured by area in square yards. Unless otherwise provided, Removing Old Pavement shall include surface course and base course. Where removing old curb or curb and gutter is required in conjunction with Removing Old Pavement, surface or base course, these structures will be classed as Removing Old Pavement, surface course or base course and will be measured by area in square yards. Concrete driveways to be removed will be measured as Removing Old Pavement unless otherwise provided.
 2. Removing Curb, Curb and Gutter, Gutter, or Integral Curb flush with existing concrete pavement, in cases where these structures are not adjacent to old pavement or base course which is to be removed, will be measured by length along the base of the curb face or along the flow-line of the gutter in lineal feet.
 3. Removing Asphalt Surface will be measured by area in square yards.
 4. Removing Sidewalk will be measured by area in square yards.
 5. Removing masonry structures will be measured by volume in cubic yards.
 6. Removing guard rail will be considered as incidental to Earth Excavation or new guard rail construction.
 7. Removing Railway Tracks will be measured by length in lineal feet of rail. Removing the paving and track foundations between the rails and on each side of the track will be measured separately by volume in cubic yard as Removing Track Encasement.
 8. Removing Fence will be measured by length in feet.
 9. Removing Sewers of the diameter specified will be measured by length in feet.
 10. Removing Utility Poles, Pole Stubs, Manholes, Catch Basins, Inlets and Safety Zones will be measured as units, including all attached parts and connections.
 11. Granular Material, Class II, will not be measured or paid for separately, but will be considered as incidental to the removal item, unless otherwise provided for in the proposal.
 12. The contract unit price shall be payment in full for sawing, where specified herein, breaking down, removing, backfilling and disposing of materials.
 13. The bulkheading of all open ends of abandoned sewer encountered in removing or abandoning drainage structures and sewers, as herein specified, or in the construction of new sewers, shall be considered as incidental to the removal or abandonment of the structure or sewer, or the item of new construction.
 14. The removal of any sewer, manhole, catch basin or inlet which is shown on the plans, and which is necessary to permit the construction of a new item of work shall be incidental to the item of work.

- F. If the contract does not include a separate item for removing any of the miscellaneous structures listed herein, removing such structure or structures, as herein specified and as shown on the plans, including sawing, shall be considered as incidental to the proposed construction.

1.07 EXCAVATION

- A. This work shall consist of the removal and disposal of all materials necessary for construction of the earth grade, including salvaging and stockpiling topsoil; preparing roadway foundation; picking up and disposing of stones, boulders and broken rock; grading the roadway, intersections and entrances; constructing ditches; construction embankments; borrow excavation; disposing of surplus and unsuitable materials; and maintaining the work in a finished condition until acceptable.
- B. All excavated materials which are not covered by separate items in the contract will be considered as Earth Excavation and shall include all the work listed under the general heading of Excavation.
- C. Earth Excavation may be designated as Borrow Excavation, Unsuitable Subgrade Excavation or Ditch Excavation, if so provided.
- D. Salvaging and Stockpiling Topsoil
 1. Topsoil, within the grading limits for cuts, and where the fill is less than 5 feet in height to the top of road metal, shall be removed to a depth and width specified on the plans or as directed by the Engineer. Topsoil from berm ditches and inlet and outlet ditches shall be removed within construction limits, if required on the plans or in the proposal. Topsoil from peat and muck areas shall not be removed. All vegetation shall be cut to a height of approximately 5 inches and all such vegetation brush, stones, rocks, and any other objectionable litter or foreign material shall be removed before the ground is broken for removal of topsoil. All vegetation shall be disposed of as specified under "Site Clearing" and/or Clearing and Grubbing.
 2. Equipment and methods of operations shall be such as to avoid the lifting of subsoil.
 3. The topsoil from the roadway shall be stockpiled in an approved location within the limits of the highway, or placed in the slopes as directed by the Engineer. Upon completion of the work, all stockpile areas shall be restored to a neat and satisfactory condition as directed by the Engineer.
 4. When the fill is to be 5 feet or less to plan grade, the topsoil shall be stripped from the entire fill area.
 5. Where embankments are to be constructed on existing slopes steeper than 1 vertical to 6 horizontal, consecutive steps with a horizontal dimension of not less than 3 feet shall be formed in the slope before any of the embankment material is placed.
 6. Old road surfacing of gravel, crushed stone, or other non-rigid type, occurring within the area of the roadbed and underlying proposed embankment less than 1 foot in depth shall be broken up and removed.
- E. Unsuitable Subgrade Excavation
 1. Unsuitable Subgrade Excavation shall be the operation of removing unsuitable soils below the level of the ground after topsoil has been stripped in fill areas where the embankment is to be 5 feet or less in height to plan grade, and the removal of

unsuitable soils, below the subgrade elevation, as determined by the Engineer in cut areas after the subgrade has been established.

2. Unsuitable Subgrade Excavation shall be accomplished within the limits as established by the Engineer. All such excavated material shall be disposed of as shown on the plans or as directed by the Engineer.
3. The areas excavated of unsuitable material shall be backfilled with non-frost susceptible soils consistent with the surrounding soil types, except that when directed by the Engineer for areas where free water due to seepage is present, the excavation shall be backfilled with Granular Material, Class II and drainage shall be provided. The backfill shall be compacted to not less than 95 percent of the maximum unit weight, unless otherwise specified.

F. Disposing of Stones, Broken Rock and Boulders

1. All stones and boulders, occurring within construction limits that are not required for the construction of riprap or like structures may be placed in embankments, insofar as feasible. The stones and boulders shall be placed in layers and all voids shall be completely filled with sound earth, and thoroughly compacted, but no layer of such material shall be placed within 12 inches of the surface of the earth grade between the outside edges of the shoulders.
2. Boulders in excess of 1/8 cubic yard in volume that cannot be placed in embankments shall be disposed of in a manner that will not detract from the appearance of the roadside.
3. All stones, broken rock and boulders less than 1/8 cubic yard in volume that cannot be placed in embankment or otherwise incorporated in the work shall, unless otherwise specified, be disposed of by the Contractor at his own expense. If buried, the top of the stones, broken rock and boulders shall be not less than 12 inches below the natural ground level.

G. Grading, Intersections and Entrances

1. All suitable materials removed from the excavation shall be used in the construction of the earth grade, as far as practicable, and at such other places as shown on the plans or as approved by the Engineer.
2. The road bed and ditches shall be maintained in such condition that the work will be well drained at all times. If it is necessary, in the prosecution of the work, to interrupt existing surface drainage, sewers or under-drainage, then temporary drainage facilities shall be provided until the permanent drainage work is completed. The construction of all temporary drainage facilities shall be considered as incidental to the construction of the project.
3. The grading shall be so conducted as to avoid removing or loosening any material outside of the required slopes and any such material which may be removed or loosened shall be replaced and thoroughly compacted to the required cross section. All intersecting roads, approaches, entrances and driveways shall be graded as shown on the plans or as directed by the Engineer.

H. Constructing Ditches

1. All suitable materials excavated from inlet, outlet, berm and intercepting ditches shall be used in the construction of the roadway, as far as practicable, or shall be otherwise disposed of as shown on the plans or as directed by the Engineer. No waste or surplus excavation shall be left within 3 feet from the edge of the ditch. Any such surplus or waste material shall be spread in a thin, uniform layer. All roots, stumps, trees, and

other objectionable materials in the slopes and bottom of the ditch shall be removed and the holes backfilled with suitable material. All ditches constructed on the project shall be maintained to the required cross section and shall be kept free from debris until final acceptance.

2. When the contract contains a separate item and unit price for inlet, outlet, berm, or intercepting ditch excavation, it shall include the removal and disposal of all materials encountered as provided above for the construction of such new ditches, or the trimming, straightening, widening, deepening and relocating or existing ditches at the locations shown on the plans.
3. All temporary and abandoned ditches within the proposed roadway limits shall be backfilled with suitable material meeting the approval of the Engineer and compacted to 95 percent of maximum unit weight. Temporary and abandoned ditches beyond the limits of the roadway shall be backfilled with suitable material to the elevation of the surface of the adjacent ground or, as required to form the desired contour. This portion of the backfill shall be uniformly compacted to form a stable surface.

I. Constructing Embankments

1. Embankments shall be constructed with sound earth. The materials shall be deposited and compacted by either the Twelve-Inch Layer Method or the Controlled Density Method. The Controlled Density Method will be required unless some other method is specifically called for on the plans or authorized.
2. Where stones are prevalent, the material shall be carefully placed so that all large stones will be well distributed and the interstices completely filled with smaller stones, earth, sand or gravel so as to form a solid embankment. Any rock or fragmental material of such size as would prohibit it from being placed in layers of the specified depth shall be placed in the embankment only where and as directed by the Engineer. In no case shall stones over 3 inches in diameter be placed within 12 inches of the surface of the earth grade within the areas between lines 2 feet outside of the edges of proposed road metal.
3. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material.
4. Where filling in layers of the specified thickness is not feasible, as in the case of filling in water or filling over slopes too steep for the operation of equipment, the embankment may be constructed in one layer of sand or sandy gravel to the minimum elevation at which the equipment can be operated as determined by the Engineer. The fill material placed in this manner shall be thoroughly compacted by rolling or tamping, by use of approved compacting equipment by thorough saturation with water, by vibration, or by a combination of these or other approved methods capable of producing a uniform and well consolidated roadway foundation. Above this elevation the embankment shall be constructed in layers of the specified thickness, unless otherwise provided on the plans or authorized.
5. Portions of the embankment adjacent to any structure shall be constructed as specified under Excavation and Backfill for Structures,
6. The construction requirements for the two methods of placing and compacting embankments are as follows:
 - a) Twelve-Inch Layer Method. The material shall be deposited and spread in layers not more than 12 inches in depth, loose measure, parallel to the finished grade and extending to the full width of the embankment. The material shall be deposited by operating the conveying equipment over the layer being placed, insofar as feasible. Each layer shall be compacted to not less than 95 percent

of the maximum unit weight as determined at the existing moisture content. The maximum unit weight will be determined as specified under the Controlled Density Method, except the test shall be modified to comply with the existing moisture content of the material at the time of placing. The operations of compacting shall be continued until each layer is compacted to the required density for its full width.

- b) Controlled Density Method. The material for the embankment shall be deposited and spread in layers not more than 9 inches in depth, loose measure, and extending to the full width of the embankment.
7. The material for embankments of 4 feet or less and the bottom 4 feet of embankments of more than 4 feet above the surface of the ground upon which the embankment is to be constructed shall have not more than the optimum moisture content at the time of compaction.
 8. The material for that part of the embankment more than 4 feet above the surface of the ground upon which the embankment is to be constructed shall have a moisture content of not greater than 2 percent above optimum at the time of compaction.
 9. If the material contains an excess of moisture, it shall be dried to the required moisture content before being compacted.
 10. Each layer of material containing the required amount of moisture shall be compacted to not less than 95 percent of the maximum unit weight, unless otherwise specified on the plans, in the proposal or authorized before the succeeding layer is started.
 11. When the original ground upon which the embankment is being placed, or any section of compacted embankment, or the soil in cut sections becomes rutted or distorted by the Contractor's equipment, the method of operation shall be changed to eliminate this condition. The Contractor shall reshape and recompact any area so rutted or distorted at his own expense. This shall be done before any succeeding layers are placed.
 12. Where the embankment is to be 5 feet or less in height to the plan grade, the topsoil shall be stripped from the entire fill area. The depth of the topsoil to be removed shall be as shown on the plans or as directed by the Engineer. After the topsoil is removed, the entire area upon which the embankment is to be constructed shall be compacted to not less than 90 percent of the maximum unit weight, to a depth of 9 inches.
 13. Where the embankment is to be more than 5 feet in height to the plan grade, the original ground over the entire area upon which the embankment is to be constructed shall be compacted to not less than 90 percent of the maximum unit weight, to a depth of 9 inches.
- J. Disposing of Surplus and Unsuitable Material
1. All suitable surplus excavated material may be used to uniformly widen embankments to flatten slopes and to fill low places in the right of way, as approved by the Engineer. All unsuitable material shall be disposed of as shown on the plans or deposited in low places within the right of way as approved by the Engineer. All surplus and unsuitable material that cannot be used as above specified shall be disposed of by the Contractor at his expense. Removal and disposal of all unsuitable material shall be completed before surfacing operations are started.

2. Public and private roads used by the Contractor between the project and disposal locations shall be maintained by the Contractor at his expense, including repairs of any damage caused by his operations, and including the application of a dust palliative, when necessary, as determined by the Engineer.
3. "Earth Excavation" will be paid for at the contract unit price per cubic yard, which price shall be payment in full for all work specified under the general heading of Excavation, for which no separate unit price is included in the contract. Disposal of all excavated materials together with the stockpiling of topsoil will be considered incidental to Earth Excavation.
4. Unsuitable Subgrade Excavation will be paid for at the contract unit price per cubic yard for Earth Excavation, which price shall be payment in full for excavating the material below the subgrade elevation in cut sections, or below the elevation of the stripped embankment area in fill sections, and disposing of the material as shown on the plans or as directed by the Engineer. There will be no item of Overhaul, and all haul costs thereof shall be incidental to this item of Unsuitable Subgrade Excavation.
5. Backfilling of areas created by the item of Unsuitable Subgrade Excavation with suitable materials excavated from the project will be paid for as Earth Excavation. The quantity to be paid for shall be equal to the amount of unsuitable material excavated below the earth grade in cut areas or below the existing ground elevation after topsoil removal in fill areas as measured in cubic yards of volume in its original position.
6. If special backfill is required in the areas of Unsuitable Subgrade Excavation, the contract unit price per cubic yard or per ton shall be payment in full for furnishing, backfilling and compacting this material.
7. If the contract includes a separate item for "Ditch Excavation", the contract unit price per lineal foot shall be payment in full for all the work of excavation, trimming and disposing of all encountered materials as herein provided. Stump and tree removal with the ditch excavation will not be paid for separately.
8. Unless otherwise provided in the proposal, no payment will be made separately or directly for haul or any part of the work. All haul will be considered a necessary and incidental part of the work and the cost thereof shall be included in the contract unit price for the pay item of work involved.
9. Compaction of the embankment will not be paid for separately, but shall be considered as incidental to the work of Earth Excavation and shall include all the work of manipulating the soil to dry it or adding water, as required to obtain the specified densities. No claim for additional compensation will be allowed for any delay required to obtain the specified moisture content or the specified density.

1.08 EXCAVATION AND BACKFILL FOR STRUCTURES

- A. This work shall consist of the removal and disposal of all materials necessary for the construction of structures including cofferdams, channel excavation, placing and compacting the backfill, disposing of surplus material and cleaning up the site. This work shall include all necessary clearing and grubbing and removing old structures or parts thereof, as required, except where the contract includes a separate item or items for such work.

-
- B. Foundation excavation will be classified as unclassified excavation, and shall include all materials of whatever nature encountered, including rock excavation and portions of the existing structure which are within the foundation excavation limits as shown on the plans and which are to be removed.
- C. Foundation Excavation
1. Foundation excavation shall be made of sufficient size to permit construction of the foundation units and to provide for adequate drainage. When masonry is to rest on an excavated surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and the final removal of the material to grade shall not be made until just before the masonry is to be placed. Concrete shall not be placed until the depth of excavation has been checked and the suitability of foundation material has been approved. The elevations for the bottom of footings shall be subject to such changes as are necessary to insure a satisfactory foundation if so provided by authorization.
 2. The surface of all rock or other hard material upon which masonry is to be placed shall be freed from all loose fragments, cleared and cut to a firm surface. The surface shall be level, stepped, or serrated as directed by the Engineer.
 3. For structures other than bridges, footing excavation may be trimmed to the exact size of the footing and the footing forms omitted, where soil conditions permit and when approved by the Engineer. In this case, adequate forms to establish the grade and alignment for the top of the footing and to support the reinforcing steel in proper position will be required.
 4. All unsound material underlying proposed structures other than bridges shall be removed and replaced with bank run gravel or coarse aggregate, in layers not exceeding 6 inches in depth, and each layer shall be thoroughly compacted by tamping or vibrating, or both. The foundation shall be otherwise corrected if so provided.
 5. The Contractor shall furnish, place and maintain at all times such sheeting and bracing as may be required to support the sides of the excavation and to support and protect from damage all structures, including pavement, curbs, sidewalks, pipe lines and conduits adjacent to or crossing the trench, and such sheeting as may be required for the safety of vehicular and pedestrian traffic. Sheeting and bracing, not required by the plans or authorized by the Engineer to be left in place, shall be removed as the trench is backfilled. Supports for pipes, conduits, etc., crossing the trench shall conform to the requirements of the owners of such facilities, and, if so ordered by the Engineer, shall be left in place.
- D. Cofferdams
1. The interior dimensions of cofferdams shall be such as to give sufficient clearance for the construction of forms and the inspection of their exteriors, and to permit pumping outside of the forms. Cofferdams or cribs which are tilted or moved laterally during the process of striking shall be righted or enlarged so as to provide the necessary clearance. Cofferdams shall not be braced to substructure forms. They shall be constructed so as to protect the work in place against damage from high water and to prevent injury to the foundation by erosion. No timber bracing shall extend into or remain in the finished masonry.
 2. Plumbing shall be done from a sump located outside the forms in such manner as to avoid injury to the concrete. When called for on the plans or provided by authorization, a tremie concrete seal shall be placed.
-

3. Cofferdams shall be removed in such a manner as not to disturb or mar the finished masonry.
4. The Engineer will order that sheet piling for cofferdams remain in place in case its removal might induce movements in the completed structure or otherwise jeopardize the completed work.

E. Channel Excavation

1. Channel excavation shall consist of the removal and disposal of all materials of whatever nature encountered necessary for the purpose of bank trimming, straightening, widening, deepening or relocating the channel or the stream or watercourse. Channel excavation shall include all clearing, and grubbing and tree removal within and adjacent to the channel for a distance of 3 feet from either side of the top of bank.
2. Channel excavation shall be made to the grades and cross section as called for on the plans or as otherwise ordered by the engineer, and the resulting material shall be used in the construction of approach fills or disposed of as shown on the plans or as approved by the Engineer. No waste or surplus excavation shall be left within 3 feet of the edge of the channel and any surplus shall be spread and uniformly sloped to provide drainage to the channel.
3. All temporary and abandoned channels within the proposed roadway limits shall be backfilled with suitable material meeting the approval of the Engineer and compacted to 95 percent of maximum unit weight. Temporary and abandoned channels beyond the limits of the roadway shall be backfilled with suitable material to the elevation of the surface of the adjacent ground, or, as required, to form the desired contour. This portion of the backfill shall be uniformly compacted to form a stable surface.

F. Backfill

1. Backfill shall not be placed against any portion of the structure until the structure has been approved by the Engineer for backfilling. The required curing, surface finishing and waterproofing of the work to be covered by backfill shall be completed and all concrete shall have attained at least 75 percent of its design strength as determined by cylinder or beam tests, before the backfill is made. The cylinders and beams shall be cured at the same temperature as the structure concrete. All spaces excavated and not occupied by the new structure or by special porous backfill shall be backfilled with sound earth or other approved material from the excavation. After the backfill has been placed and compacted to the flow lines elevation of the weepholes, the back end of each weephole shall be covered with not less than 2 cubic feet of coarse aggregate, as incidental to construction of the structure. Where underdrains are called for in lieu of weepholes, the types and limits of porous backfill material required around the underdrains shall be as called for on the plans. All stones, boulders, and broken rock, placed in the backfill shall be uniformly distributed in layers except that no such material shall be placed within 12 inches of any pipe, conduit or other structure that might be subject to breakage. All voids therein shall be carried up the surface of the adjacent ground or to the elevation for proposed earth grade and its top surface shall be neatly graded. Prior to placing backfill on existing slopes which are steeper than 1 vertical to 6 horizontal, steps shall be formed in the slopes. Backfill around abutments, piers and other structures shall be deposited on opposite sides at the same time to equalize the loading. Fills around all structures shall be trimmed to the lines shown on the plans.

2. Unless otherwise specified on the plans or required, the space for a distance of at least 18 inches from the back of abutments, wings, and retaining walls and from the bottom of weepholes or other drainage devices to the elevation of earth grade shall be backfilled with Granular Material, Class II, in such a manner as to provide drainage.

G. Disposal of Surplus and Unsuitable Material

1. Surplus and unsuitable material shall be disposed of as specified under Roadway Excavation or as otherwise shown on the plans or approved by the Engineer.
2. Unless otherwise specified, foundation excavation will be measured by volume in cubic yards in its original position in the space bounded by the existing ground surface or exposed portion of the existing substructures, the elevation of the bottom of the foundation, and the vertical planes indicating the excavation limits, as shown on the plans.
3. When the contract contains a separate item for Cofferdams, all cofferdams for the structure will be grouped as a unit and measured as such unless otherwise provided on the plans or authorized.
4. Channel Excavation will be measured by volume in cubic yards in its original position and will be exclusive of any material indicated above as foundation excavation.
5. Granular Backfill of the grades specified will be measured by volume in cubic yards, loose measure or compacted in place, as provided on the plans. Material placed outside of the maximum pay limits of porous backfill as shown on will not be included in the pay quantity.
6. "Unclassified Excavation" will be paid for at the contract unit price per cubic yard, which price shall be payment in full for the work specified.
7. If the contract contains a separate item for "Cofferdams," the contract lump sum price shall be payment in full for the work of constructing, maintaining and removing all cofferdams, including pumping. No payment will be made for this item before work has progressed to a point where the cofferdams are no longer needed. If the contract does not include a separate item for cofferdams, no payment will be made to the Contractor for cofferdams as such but the cost thereof shall be included in the contract unit price for substructure concrete.
8. Temporary sheet piling left in place by order of the Engineer, which is not specified on the plans or in the proposal to be left in place, will be paid for on the basis of the salvage value of the material placed.
9. "Channel Excavation" will be paid for at the contract unit price per cubic yard, which price shall be payment in full for the work specified.
10. Backfill, except granular backfill, will not be paid for as such but payment for all work in connection with its handling shall be included in the price paid for foundation or channel excavation.
11. "Granular Backfill" of the grades specified will be paid for at the contract unit price per cubic yard, which price shall be payment in full for furnishing the material, hauling and compacting the material in place. When such backfill is made with excavated materials from the project, it will not be paid for as such, but will be incidental to excavation, unless otherwise provided.
12. No payment will be made separately or directly for haul on any part of the work. All haul will be considered a necessary and incidental part of the work and the cost thereof shall be included in the contract unit price for the pay items of work involved.

1.09 SUBBASE

- A. This work shall consist of placing a subbase of Granular Material, Class II on the prepared subgrade.
- B. The subgrade shall be constructed to the alignment, grade and cross section shown on the plans, and the surface shall be trimmed as described under Fine Grading, Preparing Subgrade when a concrete pavement or concrete base course or when a non-rigid surface or base course is to be placed.
- C. Should the subgrade at any time prior to or during the placing of subbase become soft or unstable to the extent that rutting occurs in the subgrade, or to the extent that subgrade material is forced up into the subbase material, the operation of hauling and placing subbase shall be immediately discontinued. Where subgrade material has become mixed with the subbase material, the mixed material shall be removed and disposed of. After the subgrade has been corrected as directed by the Engineer, new subbase material shall be placed and compacted as specified above. The removal, disposal, and replacement of the subbase shall be at the Contractor's expense.
- D. Subbase (compacted in place) will be measured by volume in cubic yards based on the neat lines called for on the plans.
- E. Subbase (compacted in place) will be paid for at the contract unit price per cubic yard, which price shall be payment in full for all the work specified, including furnishing, hauling, placing and compacting the material.
- F. Water used for compacting the subbase will not be paid for separately, but shall be considered as incidental to the construction of the subbase.

1.10 FINE GRADING

- A. This work shall consist of trenching, when required, preparing the subgrade, and constructing shoulders, and shall apply to the area between the outside lines of the finished shoulders or between the outside edges of curb or curb and gutter where such structures are called for.
- B. Trenching
 - 1. Trenching will not be required unless it is shown on the plans. When trenching is required, it shall consist of grading to the approximate elevation and cross section for subgrade plus a sufficient distance on the shoulders outside of the excavated area or elsewhere in its intended final position.
 - 2. All stones and rocks over 3 inches in diameter encountered in trenching shall be removed and disposed of as specified under Roadway Excavation and this work shall be considered as incidental to the item of Fine Grading.
- C. Preparing Subgrade
 - 1. The Subgrade shall be smoothed, trimmed and completed to require line, grade and cross section shown on the plans. The subgrade between lines at least 1 foot on either side of the proposed metal shall be compacted to not less than 95 percent of the maximum unit weight for a depth of 9 inches. All soft and yielding materials

- encountered which become unstable under the compaction effort, and all other unsuitable materials shall be removed and replaced with suitable materials as directed by the Engineer.
2. The surface of the subgrade shall be finished in the manner described herein, depending on the type of surface or base course to be placed.
 - a) Concrete Pavement and Concrete Base Course
 - i. When a concrete pavement or concrete base course is to be placed directly on the prepared subgrade, and no subbase is to be placed, the earth subgrade shall be constructed at or slightly above the required elevation so that the placing of forms, and the operation of the subgrade planer on the forms, shall involve a cutting and removal of previously compacted material. The preparation of the subgrade shall be completed ahead of placing forms a distance equivalent to that covered normally in one day's paving operation.
 - ii. After the pavement forms have been set true to line and grade, a subgrade planer operating on the forms shall be used to plane off the high grade. If any low areas are encountered they shall be filled with suitable material and compacted to the density of the adjacent soil and this area re-planed. A self-propelled 5-ton roller shall be used behind the subgrade planer prior to placing concrete.
 - b) Non-Rigid Surface and Base Courses
 - i. When a non-rigid surface or a base course is to be placed on the prepared subgrade, the earth subgrade shall be constructed to the alignment, grade, and cross section shown on the plans, except that a tolerance of 1/10 foot above or below the established grade will be permitted. The grade shall be that obtainable from machine operations, and the 1/10 foot tolerance shall be a permitted variation, and not a uniform difference from the plan grade. The preparation of the subgrade shall be completed ahead of placing the aggregate surface or base course a distance equivalent to that covered normally in one day's operation of placing aggregate surface or base course.
 - ii. When a flexible pavement or base course is being constructed, unless the subgrade is composed of sand or other freely self-draining material, positive subgrade drainage during the placing and compacting of the road metal shall be obtained by cutting and maintaining trenches through the shoulders approximately 150 feet apart, staggered alternately each side of the centerline, with one or more placed at right angles opposite low points in the grade. These drainage trenches shall be at least 1 foot in width at the bottom and at such depth and grade as to give positive drainage from the subgrade. The trenches shall be filled with Granular Material, Class II, unless otherwise directed by the Engineer.
 - iii. The subgrade as formed shall be maintained in a smooth and compacted condition until the non-rigid surface or base course has been placed. Should the subgrade at any time prior to or during the placing of the concrete pavement, non-rigid surface, or subbase become soft or unstable to the extent that rutting occurs, the subgrade will be corrected as directed by the Engineer at the Contractor's expense.
 - iv. No subbase, base course, surfacing, curb or curb and gutter shall be placed on the subgrade until it has been approved by the Engineer.

-
- D. Constructing Shoulders
1. Earth shoulders shall be constructed of sound earth or other approved material to the required grade and thoroughly compacted by rolling with pneumatic-tired compacting equipment. The use of steel tread tractors for compacting the shoulders along pavements will not be permitted. The equipment shall be operated in such manner as to provide satisfactory compaction without damaging the pavement. The shoulders shall be constructed in a proper sequence with the surfacing operation. In the construction of gravel and other non-rigid type surfaces, the shoulders shall be constructed during the preparation of the subgrade to a height not less than the edge thickness of each course of road metal before compaction.
 2. Aggregate shoulders of the type specified shall be constructed according to the requirements specified for the particular type of shoulder material required.
 3. If the contract does not include a separate item for "Fine Grading," this work will be considered as incidental to construction of the project.
- E. Final grade for stream or drain work shall involve the necessary cutting or filling to achieve the required grade per the Contract Drawings, which shall provide the appropriate grade for the placement of topsoil, compost, seed, mulch blankets, etc. The final grade shall not be complete until accepted by the Project Engineer or Owner.

1.11 FINAL TRIMMING AND CLEANUP

- A. Final trimming and cleaning up shall include removing weeds and other objectionable vegetation on those portions of the construction site outside of the finished shoulder lines or outer edges of the curbs.
- B. All irregularities shall be made smooth, washouts shall be filled, all backslopes rounded and entire areas compacted and completed to the required lines, grade and cross sections.
- C. All weeds shall be cut and all rubbish and debris removed from the project, and disposed of as provided for under Clearing and Grubbing.
- D. If the contract does not include a separate item for "Final Trimming and Cleaning Up," this work will be considered as incidental to the construction of the project.

END OF SECTION

**SECTION 711
PORTLAND CEMENT CONCRETE DURABILITY REQUIREMENTS**

PART 1. GENERAL

1.03 SUMMARY

- B. All Portland cement concrete mixtures supplied by the Contractor for this project shall have been tested under this specification and shown to be resistant to excessive expansion caused by alkali-silica reactivity (ASR) and provides adequate air entrainment for freeze thaw durability. The contractor shall construct the project with practices outlined in this specification.
- C. All labor, materials, equipment, supervision and incidentals required for complying with the requirements of this section shall be incidental to the other work of this project.

1.04 REFERENCES

- B. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.05 SUBMITTALS

- B. Contractor shall submit proposed mix design for all Portland cement concrete mixtures to be supplied on this project.
- C. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.03 PORTLAND CEMENT CONCRETE MIXTURE COMPONENTS

- | | |
|--------------------------------|-------------------|
| A. Portland cement | ASTM C-150 |
| B. Fine Aggregate | ASTM C-33 |
| C. Coarse Aggregate | ASTM C-33 |
| D. Fly Ash, Class F | ASTM C-618 |
| E. Slag Cement, Grade 100, 120 | ASTM C-689 |
| F. Silica Fume | ASTM C-1240 |
| G. Blended Cements | ASTMC-595 |
| H. Air Entraining Admixtures | ASTM C-260 |
| I. Chemical Admixtures | ASTM C-494 |
| J. White Membrane Cure | ASTM C-309 Type 2 |

PART 3. EXECUTION

3.03 ALKALI-SILICA REACTIVITY

- A. Provide documentation to the Engineer that the concrete mixture does not present the potential for deleterious expansion caused by alkali-silica reactivity (ASR). Provide current ASR test results (valid for 2 years from completion of testing), for the fine aggregate that is proposed to be used in the concrete, from an independent testing laboratory proficient in ASR testing. The independent

testing laboratory must certify in writing, including a signed statement that all testing was conducted in accordance with the designated standard test procedures, described herein. Test results must conform to the specified criterion for one of the following standard test methods. ASR testing is not required for concrete pavement repairs and temporary concrete pavements. Use the Rounding Method described in ASTM E 29 when determining significant digits for reporting expansion test results.

1. Method 1. ASTM C 1293. Concrete Prism Test. If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the JMF.
2. Method 2. ASTM C 1567. Mortar Bar Test. If no previous test data are available for the fine aggregate that shows it is resistant to ASR using Method 1, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material. A blended cement meeting the requirements of ASTM C 595 containing the above Portland cement and supplementary cementitious material proportions may also be used.

Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars according to the standard test method described in ASTM C 1567 using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater, the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

3. Method 3. ASTM C 1260. Mortar Bar Test. If the expansion of the mortarbars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation. The Engineer will not approve the use of the JMF if the expansion exceeds the respective threshold limits for the respective ASTM test method used.

3.04 QUALITY CONTROL

- A. The Owner and Contractor shall monitor the concrete that is delivered to the project site so as to insure that the approved mix design is being followed. The supplier shall include on the delivery ticket for each batch of concrete delivered to the job, the identification and proportions of each material batched. In lieu of individual batch tickets a detailed summary report showing the batch weights for each load may be submitted, at the end of each production shift, provided that individual ticket information is supplied upon request for inspection and testing personnel.
- B. When concrete is placed during cold weather, below 40 degrees F, the use of accelerators, heated aggregates, silica fume and/or additional forms of cold weather protection will be required. Cold weather will not eliminate the requirement for furnishing and placing a concrete mix that is considered resistant to ASR attack.
- C. Prior to cool weather placement, temperatures between 40 and 60 degrees F, the set time of the proposed mix shall be verified under anticipated field conditions. This information shall be used when scheduling pours and saw crews.

3.05 AIR ENTRAINMENT

- A. Air entrainment shall be accomplished by addition of an approved air entraining agent. Air content as determined by ASTM C 231 or ASTM C 173, shall be determined on each day of production as early and as frequently as necessary until the air content is consistently acceptable. Acceptance testing for air content shall be on the grade ahead of the placement operation.
- B. Paver placement:
 1. The target air content of the in-place finished plastic concrete is 6.0%. During production acceptance will be at the point of acceptance sampled ahead of the paver, the target value referred to as the Acceptance Air Content (AAC). The AAC will be determined by the air loss actually experienced during transportation, consolidation and placement of the concrete. The difference between the as-produced concrete in front of the paver and the in-place air content will be considered the air loss. The AAC for the project will be 6.0% plus an amount equal to the air loss.
 2. To establish the initial target AAC on the first day of paving, the first load shall be tested at the plant. For up to the first ten (10) loads, the AAC measured prior to placement shall be at least 8.0% and no more than 12.0%. After initial testing at the plant at least two sample sets shall be tested to determine the actual air loss during placement. A set shall consist of two (2) samples of concrete from the same batch, one taken at the point of discharge and the other from the in-place concrete behind the paver. The air loss from the two (2) sets shall be averaged and added to 6.0% to establish the AAC (rounded to the next higher 0.5%). The project acceptance air tests shall be taken prior to placement and shall be within the range of the AAC plus 2.0% or minus 1.0%.
 3. After the AAC has been established it shall be verified and/or adjusted through daily checks of the air loss through the paver. The loss through the paver shall be checked twice daily. A Revised AAC shall be established if the average air loss from two (2) consecutive tests deviates by more than 0.5% from the current accepted air loss.
- C. Hand placed concrete:
 1. The air content for non-slip form paving shall be 7.0% plus 1.5% or minus 1.0% at point of placement.

3.06 CONSTRUCTION PROCESSES

- A. Aggregate control
 1. Gradation control – The Contractor shall provide a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.
 2. Moisture control – All aggregate materials must be conditioned to a moisture content of not less than saturated surface dry (SSD) prior to batching. A watering process using some type of sprinkler system is required on all coarse aggregate material stockpiles.
- B. Mixing
 1. Central mix plants
 - a. The total volume of the batch shall not exceed the designated size of the mixer or the rated capacity as shown on the manufacturer's rating plate.
 - b. Drum Mix Plants:

-
- i. After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of sixty (60) seconds and a maximum of five (5) minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. Any additional slump water required shall be added to the mixing chamber by the end of the first 25% of the specified mixing time. Mixers shall not be used if the drum is not clean or if the mixing blades are damaged or badly worn.
 - c. Ribbon mixers:
 - i. After all solid materials are assembled in the mixer; the mixing time shall be a minimum of thirty (30) seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of ten (10) seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.
2. Truck mixers
- a. The capacities and mixing capabilities shall be as defined in ASTM C 94, and each unit shall have an attached plate containing the information described therein. The plate may be issued by the Truck Mixer Manufacturer. The mixer capacity shall not be exceeded, and the mixing speeds shall be within the designated limits. Truck mixers shall be equipped with a reliable reset revolution counter. If truck mixers are used for mixing while in transit, the revolution counter shall register the number of revolutions at mixing speed.
 - b. An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous thirty (30) calendar day period to substantiate this certification. The current, signed certification shall be with the unit at all times.
 - c. The required mixing shall be between seventy (70) and ninety (90) revolutions. The mixing shall be at the rate designated by the manufacturer and shall produce uniform, thoroughly mixed concrete.
 - d. The Engineer may inspect mixer units at any time to assure compliance with certification requirements, and removal of inspection ports may be required. Should the Engineer question the quality of mixing, the Engineer may check the slump

variation within the batch. Should the slump variation between two (2) samples taken, one (1) after approximately 20% discharge and one (1) after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.

- e. The practice of adding water on the site shall be discouraged. After the first round of trucks has been adjusted on the grade the amount of water added at the plant shall be adjusted and shall become the point of adjustment throughout the pour. All water additions on site shall be approved by the Engineer.

C. Curing

1. Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than thirty (30) minutes after concrete placement. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties.
2. The cure system shall be on site and tested prior to concrete placement.
3. Apply a curing compound at a rate of application not less than two (2) gallons per twenty-five (25) square yard; keep the material thoroughly mixed per the manufactures recommendation and do not dilute the compound.
4. The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

END OF SECTION

SECTION 880
SPECIAL LANDSCAPING REQUIREMENTS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Furnish all labor, materials, equipment and services necessary for the following work:
 - 1. Providing and applying topsoil for planting and turf areas.
 - 2. Providing and planting trees, plants, etc. shown on the Drawings, including specified maintenance.
 - 3. Seeding, fertilizing and mulching as shown on the Drawings and/or as specified, including specified maintenance.
 - 4. Sodding, fertilizing, furnishing and placing the sod, and disposal of any surplus material as shown on the drawings and/or as specified, including specified maintenance.
 - 5. Providing and installing any landscape accessory called for in these Specification and/or Drawings.

1.2 QUALITY ASSURANCE

- A. Landscape work shall be done by a single firm specializing in commercial landscape installations. Landscaping contractor shall have experience installing native plantings.
- B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- C. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Consultant, together with proposal for use of equivalent material.
- D. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
- E. Trees, Shrubs and Plants: Provide trees, shrubs and plants of quality, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60. 1 "American Standards for Nursery Stock". Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free from disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions or disfigurement.
- F. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.
- G. Turf seed: Provide seed mixed by the dealer. Provide dealer's guarantee statement of composition, mixture and percentages of purity and germination of each variety as specified.

- H. Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.
- I. Inspection: The Consultant or Owner's Representative may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. Consultant retains right to further inspect trees and shrub for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.
- J. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum indicated and 75% are of the maximum size indicated.

1.3 SUBMITTALS

- A. The Contractor is responsible for providing the following submittals to the Consultant in triplicate. These submittals must be reviewed by the Consultant prior to any authorized landscaping operations.
 - 1. Submit the following materials certification:
 - a. Topsoil source, Organic Content (as measured by ASTM D2974 Method C) and pH value, including test results specified.
 - b. Peat moss, including test results specified.
 - c. Plant fertilizer.
 - d. Turf seed.
 - 2. Certification: Submit certificates of inspection as required by governmental authorities. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
 - 3. Planting Schedule: Submit proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
 - 4. Maintenance Instructions: Submit typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for two full years. Submit prior to expiration of required maintenance period(s).

1.4 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "anti-desiccant" immediately after digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against

injury. Inspection certificates required by law shall accompany each shipment invoice or order in stock and on arrival. The certificate shall be filed with the Consultant. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Consultant. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.

- C. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery, unless otherwise approved by Consultant. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
- D. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
- E. Do not remove container-grown stock from containers until planting time.

1.5 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
- B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstruction, notify Owner's Representative before planting.
- D. Planting Time: Plant or install materials during normal planting season for each type of landscape work required. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- E. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Owner's Representative. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.6 SPECIAL PROJECT WARRANTY

- A. Warrant turf through specified turf maintenance period, and until final acceptance.
 - B. Warrant trees and shrubs, for a period of two years after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond the landscape contractor's control. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make
-

replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition.

- C. Inspection will be conducted at end of the warranty period, to determine acceptance or rejection. Only one replacement (per tree, shrub or plant) will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 PRODUCTS

2.1 TOPSOIL AND PEAT MOSS

- A. Topsoil for planting: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials, with acidity range of between pH 6.0 and 6.8.
 - 1. Identify source location of topsoil proposed for use on the project. On-site stored topsoil may not be used for planting.
 - 2. Material samples of new topsoil from off-site sources shall be inspected by the Consultant prior to planting operations.
- B. Peat Moss: Brown to black in color, weed and seed free granulated raw peat or baled peat, containing not more than 9% mineral on a dry basis.

2.2 PLANTS

- A. Provide plants typical of their species or variety; with normal, densely-developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sun-scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces. Plants held in storage will be rejected if they show signs of growth during storage.
 - B. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the American Standard for Nursery Stock. Cracked or mushroomed balls are not acceptable.
 - C. Container-Grown Stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - 1. No plants shall be loose in the container.
 - 2. Container stock shall not be pot bound.
 - D. Provide tree species that mature at heights over 25' with a single main trunk. Trees that have the main trunk forming a "Y" shape are not acceptable.
 - E. Plants planted in rows shall be matched in form.
-

- F. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of plant.
- G. No pruning wounds shall be present with a diameter of more than 1" and such wound must show vigorous bark on all edges.
- H. Evergreen trees shall be branched to the ground.

2.3 FERTILIZERS

- A. Complete fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:
 - 1. For trees and shrubs, provide fertilizer with not less than 5% total nitrogen, 10% available phosphoric acid and 5% soluble potash.
 - 2. For lawns, provide fertilizer with percentage of nitrogen required to provide not less than 1lb. Of actual nitrogen per 1,000 sq. ft. of lawn area and not less than 4% phosphoric acid and 2% potassium. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least 50% of nitrogen to be organic form.

2.4 TURF GRASSES

- A. Apply turf seed over mowed and rough areas in accordance with the following schedule:
 - 1. Seed: Seed, where specified on the Drawings, shall be fresh, clean, new crop seed composed of the specified varieties mixed in the proportions by weight. Seed shall be purchased from an established, reputable seed dealer, tagged to comply with the requirements of the seed mixture shown in these Specification, and shall be approved by the Consultant before use. Seed must come from domestic sources and shall be certified as to purity of variety by the state certifying agency in the state of origin.
 - 2. Certification Tags: Shall be provided to the Consultant for his records.
 - 3. Sod shall be densely rooted blue grass or other approved perennial grasses, free from noxious weeds and reasonably free from other weeds. Sod shall not be less than two (2") inches thick, cut in strips not than ten (10") inches wide by eighteen (18") inches long. The type of grass shall match the adjacent lawn.

2.5 OTHER

- A. Mulch: Mulch around plants and over seeded areas shall be as follows:
 - 1. Plants: after backfilling has been completed, apply shredded bark over plant hole area to a depth of three to four inches.
 - 2. Seeded areas: Following seeding and fertilizing operations, apply straw mulch at a rate of 1,000 lbs. per acre. Mulch shall be straw, hay, or marsh hay. Mulch anchoring shall be used to hold organic mulch in place as specified in the most recent edition of MDOT Standard Specifications for construction.
 - 3. Use mulch blankets if called for on the Plans.
 - B. Water: Free of substances harmful to plant growth. Hoses or other methods of transportation furnished by Contractor.
-

- C. Stakes for staking: Hardwood, 2" x 2" x 8' long.
- D. Staking wires: No. 10 or 12 gauge galvanized wire.
- E. Staking hosc: Two-ply, rcinforced garden hose not less than 1/2" inside diameter.
- F. Tree wrap: Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe craft paper weighing not less than 30 lbs. per ream, cemented together with asphalt.
- G. Twine: Two ply jute material.
- H. Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.

PART 3 EXECUTION

3.1 GENERAL

- A. Examine proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.
- B. Time of Planting:
 - 1. Evergreen Material: Plant evergreen material between September 1 and November 1 or in spring before new growth begins. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations.
 - 2. Deciduous Material: Plant deciduous materials in a dormant conditions. If deciduous trees are planted in-leaf, they shall be sprayed with an anti-desiccant prior to planting operation.
- C. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- D. Locate plants as indicated or as approved in the field after staking by the Contractor and or the Consultant. If obstructions are encountered that are not shown on the Drawings, do not proceed with planting operations until alternate plant locations have been selected by the Consultant.
- E. Plant largest sized materials first, proceeding to next smallest size, completing planting operations with minimal sizes.

3.2 PREPARATION

- A. Preparation of Planting Soil:
 - 1. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps and other extraneous materials harmful or toxic to plant growth.

2. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.
 3. Provide pre-mixed planting mixture for use around the balls and roots of the plants consisting of five parts planting topsoil to one part peat moss and 12 lbs. plant fertilizer for each cu. yd. of mixture.
 4. Apply phosphoric acid fertilizer (other than that constituting a portion of complete fertilizers) directly to subgrade before applying planting soil and tilling.
- B. For pit and trench type backfill, mix planting soil prior to backfilling and stockpile at site.
- C. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 LAWN AREAS

- A. Preparation for Planting Lawns: Loosen subgrade of lawn areas to a minimum depth of 4". Remove stones over 1-1/2" in any dimension and sticks, roots, rubbish and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
1. Spread topsoil to a minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Add specified soil amendments and mix thoroughly into upper 4" of topsoil.
 2. Place approximately 1/2 of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments and mix thoroughly into upper 4 inches of soil.
- B. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operation, prepare soil for lawn planting as follows: Till to a depth of not less than 6"; apply soil amendments and initial fertilizers as specified; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.
1. Apply specified commercial fertilizer at rates specified and thoroughly mix into upper 2" of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days.
- C. Fine grade lawn areas to a smooth, even surface with loose, uniformly fine texture. Roll, rake and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- E. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and prior to seeding or sodding.
1. Water new lawn areas and keep moist until lawn is established.

- F. Where called for in the Specifications, or on the drawings, the Contractor shall furnish all labor and material and Grade "A" sod to the finished grade shown or to conform to existing grades and provide a smooth and uniform surface to meet existing ground surface.
1. The cost of providing for and meeting the sodding requirements shall be included in the bid price or at no extra cost to the Owner.
 2. Sod shall be moist and shall be laid in a moist earth bed. Pegs shall be used to stabilize the sod on slopes over 50% and/or where required on drawings or in Specifications.

3.4 PLANTS/TREES

- A. Excavation for Trees and Shrubs:
1. Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
 2. For balled and burlapped (B&B) trees and shrubs, make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill.
 3. For container-grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- B. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.
- C. Fill excavations for trees and shrubs with water and allow to percolate out before planting.
- D. Planting Trees:
1. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
 2. Set container grown stock as specified for balled and burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
 3. Dish top of backfill to allow for mulching.
- E. Mulch pits, trenches and planted areas. Provide not less than 2 inch thickness of mulch and work into top of backfill and finished level with adjacent finish grades. Provide finished 4" thickness of mulch.
- F. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Consultant, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
-

- G. Remove and replace excessively pruned or mis-formed stock resulting from improper pruning.
- H. Wrap tree trunks of 2" caliper and larger. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping. Secure tree wrap in place with twine wound spirally downward in opposite direction, tied around the tree in at least three places in addition to the top and bottom.
- I. Stake all trees immediately after lawn seeding or sodding operations and prior to acceptance. When high winds or other conditions which may affect tree survival or appearance occur, the Consultant may require immediate staking.

3.5 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Maintain trees, conifers and other plants until final acceptance but in no case less than 60 days after substantial completion of planting.
- C. Maintain trees, conifers and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
- D. Maintain lawns by watering, fertilizing, weeding, mowing, trimming and other operations such as the following: regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

3.6 CLEAN UP AND PROTECTION

- A. During landscape work, keep pavements clean and work areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

END OF SECTION

SECTION 881
ROLLED EROSION CONTROL PRODUCTS

PART 1 – GENERAL

1.01 Description

This work shall consist of providing all necessary materials, labor, and equipment required for installing Rolled Erosion Control Products (RECPs). RECPs are installed to provide temporary erosion protection until vegetation become established on critical slopes, vegetative channels, detention basins, streambanks, or shorelines. This includes securing the RECPs by stapling in to a trench at upstream and downstream ends, its base or toe, and the crest or top. Work includes, but is not limited to, the following major items:

- A. Final grading of slopes, stream banks or shorelines as shown on the drawings.
- B. Work shall be staged and timed to limit sedimentation impacts to the waterway and to have excavated banks exposed for the shortest time possible.
- C. Install and maintain all temporary sedimentation controls as specified.
- D. Furnish all erosion control and planting materials.
- E. Install all necessary seed and planting materials.
- F. Protection of all work until Provisional Acceptance. Maintenance until end of guarantee period.

1.03 Definitions

- A. Rolled erosion control product (RECP): A general term for any temporary degradable or long-term non-degradable material manufactured or fabricated into rolls designed to reduce soil erosion and assist in the growth, establishment, and protection of vegetation.
- B. Mulch-control netting (MCN): A planar woven natural fiber or extruded geosynthetic mesh used as a temporary degradable rolled erosion control product to restrain loose fiber mulches.
- C. Open weave textile (OWT): A temporary degradable rolled erosion control product composed of processed natural or polymer yarns woven into a matrix, used to provide erosion control and facilitate vegetation establishment.
- D. Netless rolled erosion control blanket: Consists of natural and/or polymer fibers mechanically interlocked and/or chemically adhered together to form an RECP.
- E. Erosion control blanket (ECB): A temporary degradable rolled erosion control product composed of processed natural or polymer fibers mechanically, structurally or chemically bound together to form a continuous matrix to provide erosion control and facilitate vegetation establishment.

- F. Turf reinforcement mat (TRM): A rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a permanent, three-dimensional matrix of sufficient thickness. TRMs, which may be supplemented with degradable components, are designed to impart immediate erosion protection, enhance vegetation establishment and provide long-term functionality by permanently reinforcing vegetation during and after maturation. Note: TRMs are typically used in hydraulic applications, such as high flow ditches and channels, steep slopes, stream banks, and shorelines, where erosive forces may exceed the limits of natural, unreinforced vegetation or in areas where limited vegetation establishment is anticipated. Composite turf reinforcement mats (TRMs) combine permanent, three-dimensional matting with natural fiber matrix material (coir or coir/straw mix).

PART 2 – MATERIALS

Different classes of Rolled Erosion Control Products (RECPs) are described in this Section, but are not equivalent. The Contractor must use the specific RECPs listed on the Plans and approved by the Engineer. Products of a different class or that do not meet the specifications will not be allowed. Use wider roll widths if site conditions allow to reduce seams.

2.01 Temporary Erosion Control Blanket (ECB) Material Descriptions

- A. Netless Rolled Erosion Control Blanket Description:
The netless rolled erosion control blanket is composed primarily of a uniform layer of virgin wood fiber with degradable man-made fibers that are intertwined into a dimensionally stable composite matrix without a netting on the surface. The following products meet the specifications for netless RECB lines:
1. Futerra F4 Netless,
 2. or approved equal.

Material Properties:

Mass/Unit Area	ASTM D6475	5 oz/yd ² (170 g/m ²)
Thickness	ASTM D6525	0.2 in (5.1 mm)
Tensile Strength	ASTM D6818	4.3 lb/ft (0.8 kN/m)

- B. Single-Net Straw Erosion Control Blanket Description:
The single-net straw blanket is composed of certified weed-free, agricultural straw that is evenly distributed and sewn to a single natural jute fiber netting with degradable thread on 1.5-2 inch centers. The netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Blankets with cross-lay weaves are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 2.C. The following products meet the specifications for single-net straw ECB lines:
1. North American Green - S75BN (bionet),
 2. Western Excelsior Corp. - Excel SR-1 All Natural,

3. East Coast Erosion Blankets – ECS-1B (biodegradable), or approved equal.

Material Properties:

Mass/Unit Area	ASTM D6475	8 oz/yd ² (270 g/m ²)
Min. Tensile Strength	ASTM D4595	50 lb/ft
Min. Permissible Shear Stress	ASTM D6460	1.50 lb/ft ²

C. Double-Net Straw Erosion Control Blanket Description:

The double-net straw blanket is composed of certified weed-free, agricultural straw that is evenly distributed and sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Blankets with cross-lay weaves on top are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 2.D. The following products meet the specifications for double-net straw ECB lines:

1. North American Green - S150BN (bionet),
2. Western Excelsior Corp. - Excel SS-2 All Natural,
3. East Coast Erosion Blankets – ECS-2B (biodegradable), or approved equal.

Material Properties:

Mass/Unit Area	ASTM D6475	9.29 oz/yd ² (315 g/m ²)
Min. Tensile Strength	ASTM D4595	75 lb/ft
Min. Permissible Shear Stress	ASTM D6460	1.75 lb/ft ²

D. Straw/Coir Fiber Erosion Control Blanket Description”

The straw/coir fiber blankets shall be a machine-produced mat with a 70% agricultural straw and 30% coconut fiber blend matrix. The biodegradable blanket shall be of consistent thickness with the straw and coconut fiber evenly distributed over the entire area of the mat and sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 3.B. The following products meet the specifications for (double-net) straw/coir ECB lines:

1. North American Green - SC150BN (bionet),
2. Western Excelsior Corp. - Excel CS-3 All Natural,
3. East Coast Erosion Blankets – ECSC-2B (biodegradable), or approved equal.

Material Properties:

Mass/Unit Area	ASTM D6475	9.66 oz/yd ² (328 g/m ²)
Min. Tensile Strength	ASTM D4595	100 lb/ft
Min. Permissible Shear Stress	ASTM D6460	2.0 lb/ft ²

Material Composition:

<u>Material</u>	<u>Content</u>
Matrix	70% straw fiber (0.35 lb/yd ²) (0.19kg/m ² +) 30% coconut fiber (0.15 lb/yd ²) (0.08 kg/m ²)
Biodegradable Netting lb/1000 ft ²	Both - biodegradable jute fiber approx. 9.3

E. Coir Fiber Erosion Control Blanket Description:

The coir fiber blanket shall be a 100% organic coir (coconut) fiber blanket woven between two natural fiber nettings into a continuous matrix for temporary erosion protection. The blankets shall be of consistent thickness with the coconut fiber evenly distributed over the entire area of the mat and a minimum mass per unit area of 0.50 lb/yd². The blanket shall be sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Blankets with cross-lay weaves on top are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 4. The following products meet the specifications for coir fiber ECB lines:

1. North American Green - C125,
2. or approved equal.

Material Properties:

Mass/Unit Area	ASTM D6475	8.83 oz/yd ² (300 g/m ²)
Min. Tensile Strength	ASTM D4595	125 lb/ft
Min. Permissible Shear Stress	ASTM D6460	2.25 lb/ft ²

Where non-biodegradable coir fiber erosion control blankets are specified, they shall consist of the same coir matrix but the netting shall be heavyweight, UV stabilized, black polypropylene on both sides with an approximate weight of 3 lb/1,000 ft² (14.6 kg/100 m²) such as NAG C125 or approved equal.

F. Coir Fiber Netting Description:

The coir fiber netting shall be a 100% natural twisted bristle coir (coconut) fiber twine woven into an open weave textile for shear protection. The following products meet the specifications for coir fiber netting lines:

1. Belton Industries Inc. - DeKoWe 700,
2. RoLanka International Inc. - BioD-Mat 70,
3. BonTerra America - CF7, or approved equal.

Material Properties:

Mass/Unit Area	ASTM D3776	20 oz/yd ² (700 g/m ²)
Min. Tensile Strength	ASTM D4595	125 lb/ft
Min. Permissible Shear Stress		4 lb/ft ²
Max. Open Area		50%

- G. Turf Reinforcement Mat (TRM) Description:
The turf reinforcement mat (TRM) shall be a machine produced mat of 70% straw and 30% coconut fiber, 100% coconut fiber, or synthetic fiber matrix as specified on the plans for each area of application, incorporated into a permanent three dimensional, polypropylene netting structure with prominent closely spaced ridges across the entire width of the mat. Soil-filled TRMs will not be allowed. The matrix shall be stitch bonded between two heavy duty, UV stabilized nettings with 0.50 x 0.50 inch openings. The three nettings shall be stitched together on 1.50 inch (3.81 cm) centers with UV stabilized polypropylene thread to form a permanent three dimensional structure. TRM Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 5.C, in addition to having a minimum typical thickness of 0.6 inches (ASTM D6525) such as North American Green SC250, or approved equal.
- H. Fasteners for rolled erosion control products a critical to maintaining protection for the life of the RECP. There are three types of acceptable fasteners depending on the soils, slopes, shear stress, and functional life of the RECP. Fasteners may be installed by hand or with a mechanical driver. The following are acceptable fastener materials unless otherwise specified on the Project Plans.
1. Use 6" Wire Pins – shall be 11 gauge wire, 6" long staples, Round Top Pins, or approved equal.
 2. Use 8" Wire Pins – shall be 11 gauge wire, 8" long staples, Round Top Pins, or approved equal.
 3. Biodegradable Stakes – Rigid biodegradable stakes may be specified for temporary protection with biodegradable blankets in areas that will be mowed. Approved fasteners include Round Top BioPin, BioSTAKEs as manufactured by North American Green, or approved equal.
 4. Additional fasteners such as rebar, metal pins with washers, or duckbill anchors may be required for specialized stabilization or soil bioengineering practices as specified on the Plans.

PART 3 – EXECUTION

3.01 Erosion Control Blanket Installation Procedures:

The critical points are overlaps and seams, the projected water line, and the bottom of the channel. Installation rates and staple densities shall be per the manufacturer's instructions or as follows unless otherwise indicated on the Project Plans.

- A. Achieve final grade and removal all stones, roots, and foreign material as described in the Seeding Section before installing RECPs indicated on the Project Plans.
 - B. Begin at the top of the slope by anchoring the blanket in a 6" deep x 6" wide trench parallel to flow (along the contour). Backfill and compact the trench after installing fasteners (Figs. 1A & 1B).
 - C. Blankets on side slopes must be placed end over end (shingle style) with a 6" overlap with the blanket on the upper part of the slope overlapping the lower blanket and/or the upstream blanket overlapping the downstream blanket.
-

- D. In channel applications, a staple check slot is recommended at midway or 30' to 40' intervals (Fig. 1D) and the center of the blankets shall be secured using a minimum of staple pattern 'D' (Fig. 3).
- E. The terminal end of the blankets at the base of the slope, shoreline, or streambank must be anchored in a 6" deep x 6" wide trench after installing staples 12" apart. Along streambanks, backfill and compact the lower edge of blankets in the trench per the Toe Protection Detail.

3.02 Composite Turf Reinforcement Mat Installation Procedures:

An 8 ft. wide row of TRM shall be installed parallel to flow (see detail). Biodegradable Erosion Control Blanket may be required above the TRM on disturbed areas. The critical points are overlaps and seams, the average water line, and the bottom of the channel. Install similar to Section 3.01 except use 8" long, 11 gauge wire staples installed with staple pattern 'E' (Fig. 4). If using the NAG DOT system, secure TRM by placing staple through white dots.

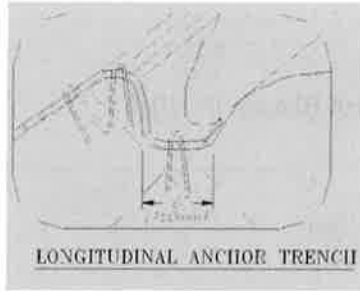


Fig. 1A

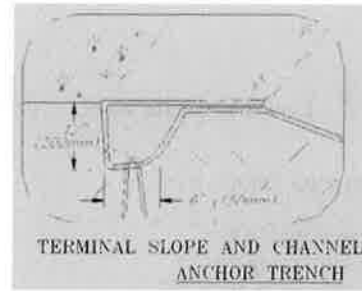


Fig. 1B

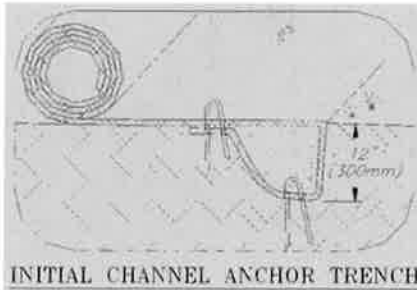


Fig. 1C

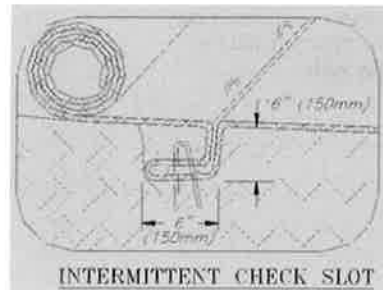


Fig. 1D

STAPLE PATTERN "C"

1.75 staples/yd² (2.1 staples/m²) using 6 in (15.2 cm), 11 ga. wire "U" staples. 8 in (20.3 cm) staples and longer may be used for loose soils. 9 ga. staples or heavier may be necessary in hard or rocky soils.

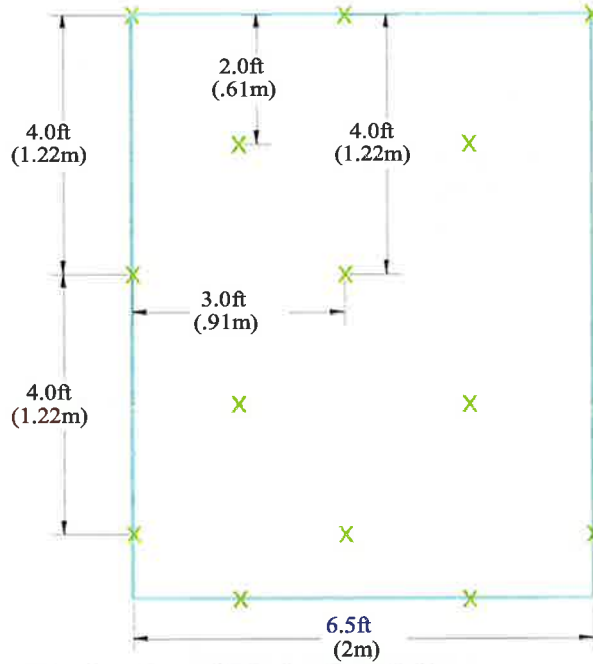


Fig. 2 Low/Moderate Kinetic Energy Erosion Control Blanket Installation

STAPLE PATTERN "D"

3.5 staples/yd² (4.2 staples/m²) using 6 in (15.2 cm), 11 ga. wire "U" staples. 8 in (20.3 cm) staples and longer may be used for loose soils. 9 ga. staples or heavier may be necessary in hard or rocky soils.

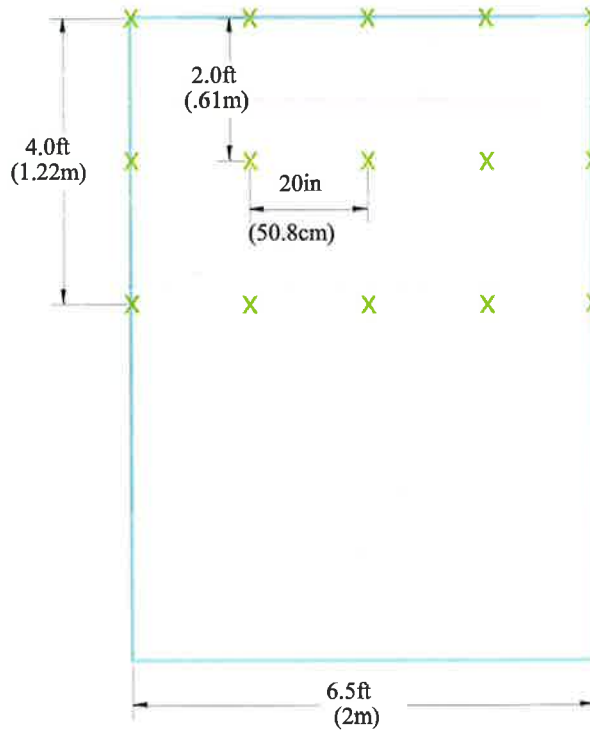


Fig. 3 High Kinetic Energy Erosion Control Blanket Installation

STAPLE PATTERN "E"

3.8 staples/yd² (4.5 staples/m²) using 6 in (15.2 cm), 11 ga. wire "U" staples. 8 in (20.3 cm) staples and longer may be used for loose soils. 9 ga. staples or heavier may be necessary in hard or rocky soils.

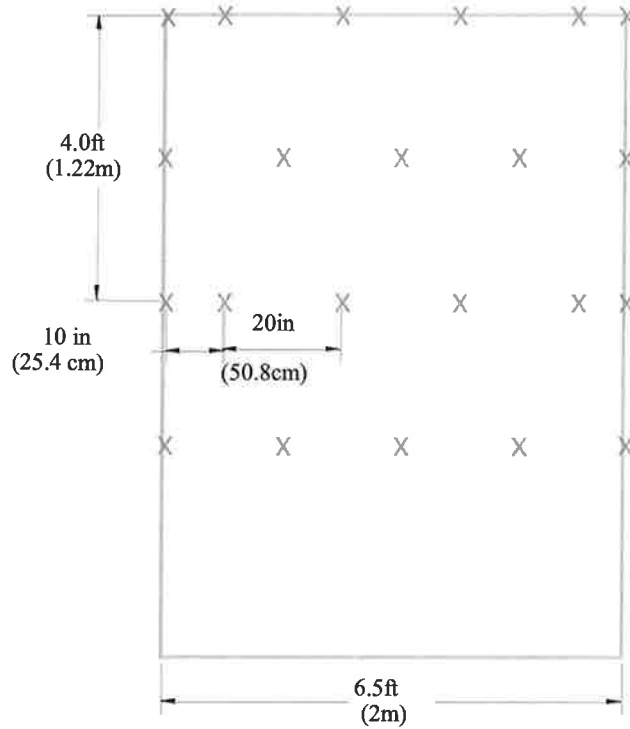


Fig. 4 Very High/Severe Kinetic Energy Erosion Control Blanket Installation

END OF SECTION

**SECTION 885
IN-STREAM STRUCTURES**

PART 1 - GENERAL

1.01 Description

This work shall consist of providing all necessary materials, labor, and equipment required for constructing in-stream structures such as J-Hook Vanes, Cross Vanes, W-Shaped Weirs, and Ledge Rock Steps. Work includes, but is not limited to the following major items:

1. Excavation of streambed for footer rocks.
2. Geo-textile fabric placement and backfill of footers.
3. Rock vane arm placement.
4. Construction of sills/steps.
5. Excavation of downstream pool and backfill of vane arm with alluvial fill.

1.04 Submittals

- A. Submittal of shop drawings, material list, lumber source, stone source, infill mesh panel source and installation schedule for Owner's review and approval prior to ordering materials.
- B. Sample of stone (at least 3-4 pieces) for Owner's review and approval prior to delivery.

PART 2 – PRODUCTS

2.01 Rock Materials

The vane and footer rocks shall consist of angular, flat, or cubed rock. Footer rocks should generally be longer and flatter. Rock should be obtained that is similar in color and texture to native rock in the project area. Rock should be of sufficient hardness to resist weathering and shall be free of cracks and other blemishes. Porous rock such as soft limestones and other soft rock such as shales are not allowed. On-site concrete slabs may be used for the bottom layer of footer rocks only. Some amount of native rock present on the site may be used if pre-approved by the Engineer. The rock shall be 24"-32" and have the following performance characteristics:

- Unconfined compressive strength: Greater than 6000 psi.
- Absorption: Not more than 3%
- Minimum dry unit rock weight: 145 lb/ft³

Where ledge rock is specified for rock vanes or steps, it shall consist of 8 inch to 10 inch thick, 30 inch to 36 inch wide Canadian 'Desert Ledge', in mocha color, and meeting the following specifications:

- Unconfined compressive strength: Greater than 20,000 psi
- Absorption (ASTM C127): not more than 0.7%
- Bulk Specific Gravity (ASTM C127): 2.8
- Minimum dry unit rock weight: 175 lb/ft³

3.02 Filter Materials

- A. If gravel filter or backfill materials are specified, then they shall consist of a sand and gravel mix of on-site alluvial bar material as directed by the Engineer. If appropriate materials are not available on site, then a gravel filter mix shall be supplied by the Contractor. The mean diameter of the largest material used for the gravel filter shall not exceed 1.5 inches and gravel shall have a minimum Mohs hardness of 6. The gravel filter mix shall consist of the following:

<u>Material</u>	<u>Size</u>	<u>% by Volume</u>
Coarse sand or concrete sand	0.5 - 2 mm	20%
Pea gravel	1/8 - 3/8 inch (3 - 9.5 mm)	50%
River run gravel	1/2 - 1 1/2 inch (13 - 38 mm)	30%

- B. Woven Geotextile Fabric: Geoturf W270, or other MDOT Class 2 approved material.

PART 3 – EXECUTION

All vane structures shall be constructed in accordance with the Project Drawings, Standard Details, and these specifications. The location of vane structures along the river is critical to their success and, therefore, the preliminary layout and all adjustments to the structures shall be reviewed by the Engineer prior to installation. Some adjustments to the hook or vane arm are common during the installation. Upon completion of the specified structure, the Contractor shall remove all unsuitable and surplus wood and rock from the site.

3.01 J-Hook Vanes

J-Hook Vanes are re-directive structures installed near the upstream portion of a river bend to reduce nearbank shear stress and promote streambank re-vegetation. Their appearance is similar to a 'J' or fish hook when looking in a downstream direction. The vane arm angles upward in the downstream direction and ties into the outside bank of the bend.

- A. The bed of the channel shall be excavated so that footer rocks are firmly keyed into the streambed. A second layer of van hook footer rocks may be required in sandy bed materials. The top of the hook footers shall meet the bed elevation of the existing channel or as shown on the Project Drawings. Footer rocks shall tightly adjoin each other so that flow is not allowed through. The upstream face of the footer rocks shall be lined with geotextile fabric before backfilling to prevent piping. The upstream side of the footers shall be backfilled with clay, if locally available. The geotextile shall be installed so that it is not visible from above following construction.
- B. Rock vane arms shall be constructed so that the adjoining rocks taper from the bankfull elevation down to the bed elevation in an upstream direction at a slope of 3% to 7% (preferably 3-5%). Vane arm rocks shall adjoin each other in a tight, continuous, smooth surface.
- C. The upstream end of the rock vane arm shall angle out from the streambank at a 20-25° angle.

- D. The vane hook should be one-third of the channel width. The vane hook shall be constructed on the footer rocks and stepped (shingled) upstream approximately 6" to promote stability. The vane rocks should be placed so they mostly fall on the joints of the footer rocks. Space the top vane hook rocks 6-8" apart to promote turbulent flows between the rocks.
- E. A pool shall be excavated downstream of the vane hook as indicated on the Drawings. The bank-side of the vane arm shall be backfilled with the excavated pool material to an elevation 2-3 inches below the vane arm surface and then seeded.

3.02 Cross-Vanes

Cross vanes are constructed similar to J-Hook Vanes except that a second arm is constructed along the opposite side of the stream. Cross vanes are installed at the downstream portion of a bend to reduce the potential for chute cutoffs. Their appearance is similar to an extended 'U' when looking in a downstream direction. The angle of each vane arm should be 20-25° from the bank, but may be different from each other as shown on the Project Drawings or as directed by the Engineer in the field.

3.03 Ledge Rock Steps

Ledge rock steps are constructed similar to J-hook vanes, except that structure will be parallel to the existing stream bank. Ledge rock sizes, and step offset dimensions are shown on the Plans.

END OF SECTION

**SECTION 886
NATIVE PLANTINGS**

PART 1 - GENERAL

1.01 Description

- A. This work shall consist of providing all necessary materials, labor, and equipment required for planting native vegetation in natural areas. Furnish all labor, materials, equipment and services necessary for the following work:
 - 1. Providing and applying topsoil and/or other planting medium for planting areas.
 - 2. Providing and planting trees, plants, etc. shown on the Plans, including specified maintenance.
 - 3. Seeding, fertilizing and mulching as shown on the Plans and/or as specified, including specified maintenance.
 - 4. Disposal of any surplus material as shown on the drawings and/or as specified, including specified maintenance.
 - 5. Providing and installing any landscape accessory called for in these Specification and/or Plans.

1.02 Quality Assurance

- A. Landscape work shall be done by a single firm specializing in commercial landscape installations. Contractor shall have a minimum 2 years of experience with native plantings, soil bioengineering, and related work. Contractor must submit proof of experience to the Engineer at least 7 days prior to the start of installation of these items.
- B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- C. Do not make substitutions. If the specified landscape material is not obtainable, submit proof of non-availability from at least three sources to Consultant, together with proposal for use of equivalent material.
- D. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
- E. Trees, Shrubs and Plants: Provide trees, shrubs and plants of quality, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60. 1 "American Standards for Nursery Stock". Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free from disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions or disfigurement.
- F. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.

- G. Inspection: The Consultant or Owner's Representative may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. Consultant retains right to further inspect trees and shrub for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.
- H. Nursery stock shall be grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum indicated and 75% are of the maximum size indicated. See Special Provision for Soil Bioengineering if the Plans call for local harvesting of native shrub materials.

1.03 Submittals

- A. Manufacturer's certification of soil amendments (with recommended application rates).
- B. Manufacturer's certification of rooting compound (with recommended application rates).
- C. Compost supplier and/or material testing results.
- D. Nursery listing of native planting materials.
- E. Crew leader's certification of experience.

PART 2 – MATERIALS

2.01 General

All plants shall be of a species and genotype native to states in the Great Lakes region. All plants must be propagated from seed or cuttings by a commercial nursery or collected from designated local sites, if specified on the Plans. No State or Federally protected plants are to be used. The Contractor may contact a Michigan Native Plant Producers Association (MNPPA) nursery to insure the planting materials meet the above requirements. For more information on the Michigan Native Plant Producers Association (MNPPA), visit their webpage at <http://www.mnppa.org/>.

2.02 Planting Material Procurement

All commercially obtained planting materials, except dormant shrub materials, shall be procured by the Contractor within thirty (30) days of receiving a Notice to Proceed. It is the responsibility of the Contractor to make reasonable efforts to pre-order the specified planting materials to minimize substitutions.

2.03 Trees, Shrubs, Plants, and Groundcover

- A. Applicable Standards – i.e., quality designations and measurements (ball sizes, heights and caliper of plants) shall be in accordance with the latest edition of either of the following:
1. American Standard for Nursery Stock, ANSI Z60.1. Current edition. American Nursery and Landscape Association, 1000 Vermont Ave. NW, Suite 300, Washington, D.C. 20005.
 2. American national Standard for Tree Care Operations, ANSI A300. Current edition. International Society of Arboriculture, P.O. Box 3129, Champaign IL 61826-3129.
- B. Refer to the Plans, Specification 01005, Special Provision for Soil Bioengineering, or the list of suitable species contained herein for specific plant materials that are required. All plants shall have a normal and healthy root system, as designated by horticultural standards. No bare root shrubs or “whips” are allowed except where specifically called for.
- C. Quality and Size – Plant materials shall have a habit of growth that is normal for the species, shall conform to the sizes given in the Plant List, shall be sound, vigorous and free from plant diseases, insects and their eggs. All trees shall be balled and burlapped, and in compliance with the “American Standard for Nursery Stock.”
1. Class A Trees: unless otherwise specified on the Plans or herein, provide Class A trees for all areas which consist of thirty (30) gallon, 3” caliper, 10-12’ tall trees.
 2. Class B Trees: consist of twenty-five (25) gallon, 2” caliper, 8-10’ tall trees.
 3. Class C Trees: are 4-6’ tall at the time of planting.
 4. Shrubs – 3 Gal. Containers: consist of at least two (2) years old woody stock, minimum 2’-3’ tall, in three (3) gallon containers.
 5. Shrubs – 1 Gal. Containers: consist of at least two (2) years old woody stock, minimum 1.5’ tall, in trade gallon containers 6.5” wide and 6.75” tall.
 6. Live Stakes: Adequate supply of healthy, fresh, rootable, live stakes, supplied from established plants at least two (2) years old. Typical lengths are from 2 to 4 ft, depending on the application. The caliper of cuttings ranges from 0.5 to 2.0 inch. Side branches are cleanly removed. Bark remains intact. The basal ends are cut at an angle for easy insertion into the soil and the top is cut square. Paint or otherwise mark the tops to insure proper installation.
 7. Plant Plugs: standard 2.25” diameter, 4.75” deep herbaceous plant plugs sold in 38 cell plug flats.
 8. Plant Plugs – 2” Pots: consist of 2” x 2” diameter, 3” deep pots with grasses and forbs that are sold individually. Typically sold early in the season or must be pre-ordered
 9. Plant Plugs – Quart Containers: consist of 4” x 4” diameter, 3.75”-5” deep pots with large perennials that are sold individually. Large quantities must be pre-ordered.
 10. Plant Plugs – Bare Root: bare root submerged aquatic and emergent wetland plant plugs may be specified. These plugs must be kept in cool water, typically in buckets and installed within 48 hours of delivery.

2.04 Acquisition and Handling of Indigenous Shrub Cuttings

- A. General – Live branches and stakes from specified woody plant species may be harvested to supplement commercial stock, if specified on the Plans. All live plant materials must be collected during the dormant season (October through March, preferably in the early spring) where daily average temperatures do not exceed 50°F. Only approved materials from plants indicated by the Consultant in the field will be allowed. Source areas for plant materials from within the site must be approved by the Consultant. The Contractor is responsible for proper

scheduling, harvesting, handling, storage, and installation of all indigenous plant materials to ensure successful propagation.

- B. Harvesting and Gathering – Chainsaws, bush axes, loppers, and pruners are recommended for cutting live plant material. The plant material shall be handled with great care. Cuts shall be made at a blunt angle, 8” to 10” from the ground. Live branch cuttings shall be bound together on the site for protection and ease of handling. Group and tie live branch cuttings in such a way that they stay together when handled. Cut plant material shall arrive at the appropriate job site the same day they are cut. Plants not installed on the day of arrival shall be stored and protected. All live plant material must be used within 2 days of cutting. If the temperature reaches 50°F or the cuttings are to be used in the construction of vegetated geogrids, the planting materials must be used the same day they are cut. If dormant and cool, these materials can be stored longer.
- C. Transportation and Storage – Branch bundles shall be placed on the transport vehicle in an orderly fashion to prevent damage. For trucks with tilting beds, the basal ends of the branches shall be oriented to the rear of the truck. Live plant materials shall be covered with a tarpaulin to prevent drying during transportation. Storage locations must be continually shaded, protected from wind, and stored in moist soil or water. If installation must be delayed, specialized refrigerated storage will be allowed. Hardwood cuttings stored for future use shall be refrigerated 34°F and 90° humidity.

2.03 Soil Additives

- A. Compost – The Compost, as provided by the Contractor, shall meet all MDOT specifications as well as the following requirements:

pH range:	5.0-8.5 std. units
Conductivity:	max. 10 dS/m (mmhos/cm)
Moisture content:	30-60 %, wet weight basis
Organic matter content:	30-65 %, dry weight basis
Particle size:	98% pass through ¾” screen or smaller, dry weight basis
Physical contaminants (inerts):	<1%, dry weight basis

Compost shall be mature/stabilized, humus-like material derived from the aerobic decomposition of yard clippings or other compostable materials as designated in Part 115 of P.A. 451 of 1995 as amended and shall be in compliance with all federal and state laws. The compost shall have a dark brown or black color, be capable of supporting plant growth without ongoing addition of fertilizers or other soil amendments and shall not have an objectionable odor. The compost shall be free of plastic, glass, metal or other physical contaminants (<1%), as well as viable weed seeds and other plant parts capable of reproducing (except airborne weed species). The compost shall be visually inspected and approved for physical contaminants by the Owner’s representative prior to application. The compost moisture content shall be such that no visible free water or dust is produced when handling it.

- B. Peat – Peat shall be granulated raw peat or baled peat and essentially brown to black in color.
- C. Fertilizers – Lawn areas must use an organic fertilizer or synthetic fertilizer with 40% or more water insoluble nitrogen, 40% controlled-release component, or stabilized nitrogen fertilizer with equivalent performance capacity such as:

<u>BRAND NAME</u>	<u>N-P-K</u>	<u>% Slow-Release Nitrogen</u>
ACO Fall Lawn Food	21-0-4	50%
Corn Gluten Products	9-0-0	85%
Clean Green Soy Fertilizer	7-0-0	High
Espoma Organic Weed Preventer	9-0-0	91%
Fertrell Lawn Fertilizers	9-1-4 or 8-1-8	70% - 85%
Greenview Fairway Formula Fall Fertilizer	30-0-12	40%
Greenview Lawn Fertilizer with NutriLife	22-0-4	100%
Nature Safe	27-2-2	with UFLEXX
Ringer Lawn Restore	10-2-6	76%
Scotts Organic Choice Lawn Food	11-2-2	91%
Soil Science	5-0-7	High
Sta-Green Xtended Feed	35-5-5	55%
Turf Nurture	15-2-7	75%
Organica Lawn Booster	8-1-1	94%

In all other riparian and non-turf grass areas, the Contractor must use a pelleted or granular form of organic fertilizer and such as one of the following:

Organic Fertilizer

Products	Guaranteed Chemical Analysis (N-P-K) (%)	Company
Biosol Mix® - Granular	7-2-3	Rocky Mountains Bioproducts Edwards, CO
Fertil-Fibers™	6-4-1	Quattro Environmental Coronado, CA
Sustane®	5-2-4	Natural Fertilizer of America Cannon Falls, MN
Approved Equal ¹	(N) 5 to 7 (P) 1 to 5 (K) 2 to 10	

¹Approved equal must be within the ranges shown for N-P-K. The cumulative (N) release rate must be no more than 70 percent the first 70 days after incubation (86° F) with 100 percent at 350 days or more.

- D. Mycorrhizae Inoculant – An endomycorrhizal fungi granular inoculant powder is used with live stakes and brush cuttings. An ectomycorrhizal fungi granular inoculant powder is used with herbaceous plantings. If a type of mycorrhizae inoculant is not specified on the Plans, then it shall consist of MycoApply Endo-Ecto Plus as manufactured by Rocky Mountain BioProducts, Inc. or approved equal applied at a rate of 60 lb/acre.

- E. Water – Water shall be free of substance harmful to seed growth. Hoses or other methods of transportation shall be furnished by Contractor.
- F. Mulch – Hardwood mulch shall consist of dark brown, triple-shredded hardwood mulch material. It shall be installed per the Plan and shall not exceed 4 inches in thickness. Wood chips from site clearing may be used if wood chips are specified on the Plans and approved by the Consultant.

2.04 Planting Mediums

- A. Prohibition of Topsoil and Foreign Fill Materials – No topsoil or foreign fill soils will be allowed at the site except that provided by plantings from approved nurseries or approved weed-free additives. Where additional fill is required, the Contractor shall use on-site excavated materials. All seed and plantings shall be applied to existing topsoil materials. Where extensive grading or excavation is required, the Contractor shall replace existing upper soil layers at the surface of completed finish grade.
- B. Tree Planting Mixture – Consists of the material which is used for tamping around the earth balls in the process of planting. It shall be prepared on the site by mixing two parts topsoil, two parts soil excavated from the pit, and one part peat. Five (5) pounds of organic fertilizer shall be added to each cubic yard of planting mixture.
- C. Planting Medium – The planting medium used for riparian plantings or fill slope construction shall consist of a mixture as described below. The planting medium shall be incorporated into the top 6 inches of soil in specified riparian areas. If required by soil test results, apply pulverized agricultural limestone or ground rock sulfur at rate determined by the soil test, to adjust pH of the planting medium mix to between 6 and 7.

Planting Medium Mixture: 3 parts compost and 1 part on-site topsoil

PART 3 – EXECUTION

3.01 General

The Contractor shall harvest, prepare, handle, and install the live planting materials to allow them to root and grow. All plant plugs shall be hand planted. Individual holes shall be dug for each plant. The soil shall be firmly backfilled around the plants and stakes. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

3.02 Preparation

- A. Eradication of Exotic Vegetation – The Contractor shall remove invasive vegetation in the re-vegetation zones indicated on the Plantings Plan. A single application of RODEO or an approved equivalent glyphosate product for aquatic application shall be applied following the manufacturer's recommendations. Glyphosate must be applied while plants are actively growing. The re-vegetation zones shall be inspected after fourteen (14) days. If re-sprouting of undesirable plants has occurred, a second herbicide application may be required.

- B. Time of Planting – All Division ‘A’ plantings shall be installed in spring, 2012.
1. Planting Material: Plant balled and burlapped material or containerized shrubs either between April 1 and May 30 or August 15 and October 1. Installation of herbaceous plants shall be performed between April 10 and October 1. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations.
 2. Deciduous Soil Bioengineering Material: Plant deciduous shrub stakes/cuttings during the dormant season per Special Provision for Soil Bioengineering.
 3. Seeding: typically May 1 to October 10 in the Michigan lower peninsula, south of U.S. 10 unless otherwise specified in the seeding section of the specifications.

3.03 Tree Planting

- A. Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material 2"-3" above the finish grade. No filling will be permitted around trunks or stems. Backfill the pit with planting mixture. Do not use frozen or muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water in non-irrigated areas.
- B. After balled and burlapped plants are set, muddle planting soil mixture around bases of balls and fill all voids. Sufficiently compact to prevent settlement.
- C. Remove all burlap, ropes and wires from the tops of balls.
- D. Water immediately after planting.

Mulching: Mulch tree pits mulching material 4" deep out to the drip edge immediately after planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

- E. Wrapping, Guying, Staking:
1. Inspect trees for injury to trunks, evidence of insect infestation and improper pruning before wrapping.
 2. Wrap trunks of all trees spirally from bottom to top with specified tree wrap and secure in place.
 3. Stake/guy all trees immediately after lawn seeding or sodding operations and prior to acceptance. When high winds or other conditions which may effect tree survival or appearance occur, the Engineer shall require immediate staking/guying.
 4. Stake deciduous trees under 4" caliper. Stake evergreen trees under 6'-0" tall with 2 x 2 cedar stakes, 2 per tree.
 5. Guy deciduous trees 4" caliper and over. Guy evergreen trees 6'-0" tall and over with metal fence post, 3 per tree.
 6. Stake as necessary to prevent damage from mowers.
 7. All work shall be acceptable to the Engineer.
- F. Pruning:
1. Prune only if necessary.

3.04 Containerized Shrubs

Install all one (1) gallon containerized shrubs per the Planting Detail Sheet.

3.05 Live Staking Installation

- A. Live stakes should be installed during the dormant season (November 15 to April 15).
- B. Shrub species shall be as specified on the Plans.
- C. Soak live stakes for a minimum of 24 hours prior to installation. Unless otherwise specified on the Plans, install the stakes 2-3 ft apart with triangular spacing at a density of 2-4 stakes per square yard.
- D. The stake should be oriented with the buds pointed up, and at the bottom should be cut at an angle for easy insertion into the ground. The top should be marked to insure upright installations. A rubber mallet or dead blow hammer should be used to tamp all stakes into the ground perpendicular to the slope. Cut damaged tops flush and replace split stakes.
- E. Approximately 4/5 (80%) of the length of the stake must be below ground. Live stakes may help to secure Rolled Erosion Control Products (RECPs), but shall not replace the staples, hardwood stakes and other specified fasteners for the RECP under Section 02225.
- F. Joint Plantings – The stakes should be installed randomly with a maximum of two (2) feet on center into the rip rap between the baseflow and top of bank elevations. Use perforated PVC pipe to protect live stakes during riprap installation. An iron bar or waterjet stinger can be used to make a pilot hole in existing riprap to prevent bark from being damaged during installation.

3.06 Plant Plug General Installation

- A. Use an auger or other appropriate tools to excavate planting holes. Unless otherwise indicated on the Plans, space plugs on 1 foot centers in a staggered pattern. Place wildflowers in informal drifts of 3-7 of any one species with the edges blended into adjacent species to avoid a formal appearance. Evenly distribute grasses throughout planting area.
- B. Plant plugs level with existing soil grade. Soil shall be placed around the plugs and firmed in place. Do not fill around plugs with mulch. Thoroughly soak plantings with water until soil is moist to a depth of 4 inches.
- C. If plantings are specified within coir fiber rolls, plant plugs in the coir fiber rolls by pulling the coir fibers apart with fingers and gently pushing the plug deep into the coir fiber roll. Plant plugs in an alternating pattern along the top of the coir fiber rolls between the coir fiber netting so that roots are 3" to 4" above the water level.

PART 4 – MAINTENANCE

4.01 General Maintenance

- A. The Contractor shall provide two years of structural maintenance of the bank stabilization and vegetative growth following final completion and acceptance. Maintenance and repairs shall be performed without delay. Gully erosion or washouts shall be repaired by the Contractor within 48 hours of notification.
- B. Stream bank installations shall be reasonably protected from damage during the maintenance period. If any areas become damaged, they shall be repaired or replaced by the Contractor during the maintenance period and by the Owner thereafter. No work shall be done within, adjacent to, or over any installed areas without proper safeguards and protection of the installations.
- C. The Contractor shall be responsible for keeping all installations and incidental work in good condition by performing all other necessary operations to care for promotion of root growth and plant life so that all work is in satisfactory and acceptable condition during the first year.
- D. The project site and surrounding areas shall be continuously kept clean during construction installation and maintenance operations. The work area shall be cleaned at the end of each day of work.

4.02 Tree Protection

Existing trees shall be protected with construction fencing installed as indicated on the plans or directed by the Owner or Engineer. Construction fencing shall be installed around the drip line before construction begins and shall be maintained by the Contractor.

4.03 Cleanup, Restoration, and Repairs

- A. Tree and shrub debris, concrete, and other debris that occur during construction shall be removed and disposed of by the Contractor in accordance with local ordinances.
- B. All upper bank areas and areas between bank stabilization treatments that have been disturbed during construction activities shall be final graded and shall have raked in seed with a layer of approved mulch (see Section 02220 – Temporary Soil Erosion and Sedimentation Control). They shall drain properly and shall not drain over the bank indiscriminately. All disturbed residential areas shall be restored with grade A sod.
- C. Washouts that occur within the onsite construction time period shall be repaired within 48 hours after occurrence, subject to approval by the Landscape Architect. All soil or live system losses shall be repaired. In linear systems, open spaces greater than two feet shall be repaired as directed in the field.

4.04 Guarantee

The contractor shall guarantee all plant materials and seeding mixtures to be true to botanical name, specified size, and in vigorous condition during and at the end of a period of two years from the date of Provisional Acceptance. All bank protection and erosion control materials shall be as specified. Any

changes in stabilization materials or planting and seeding mixtures shall be prohibited without prior approval.

END OF SECTION

**SECTION 887
SEEDING**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide seeding as shown and specified. The work includes:
 - 1. Soil preparation.
 - 2. Seeding disturbed and specified areas.
 - 3. Maintaining and establishing the specified seed mixes.

1.02 QUALITY ASSURANCE

- A. Provide and pay for materials testing. Testing agency shall be acceptable to the Engineer. Provide the following data:
- B. Test representative material samples proposed for use.
- C. Topsoil (off-site source)
 - 1. pH
 - 2. Organic Content (As measured by ASTM D2974 Method C)
 - 3. Cation exchange capacity
 - 4. Mechanical analysis
 - 5. Percentage of organic content.
 - 6. Recommendations on type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.
- D. Compost Planting Medium – The planting medium used for native habitat restoration shall consist of a mixture of compost and on-site topsoil as described below. The sand shall be quartz sand with a neutral pH. If necessary, apply pulverized agricultural limestone or sulfur at rate determined by the soil testing to adjust pH of the planting medium to not less than 6.0 nor more than 7.0.

Leaf-based compost	75%
On-Site Topsoil	25%

The compost, as provided by the Contractor, shall meet all MDOT specifications as well as the following requirements:

pH range:	5.0-8.5 std. units
Conductivity:	max. 10 dS/m (mmhos/cm)
Moisture content:	30-60%, wet weight basis
Organic matter content:	30-65%, dry weight basis
Particle size:	98% pass through 3/4" screen or smaller, dry weight basis
Physical contaminants (inerts):	<1%, dry weight basis

Compost shall be mature/stabilized, humus-like material derived from the aerobic decomposition of yard clippings or other compostable materials as designated in Part 115 of P.A. 451 of 1995 as amended and shall be in compliance with all federal and state laws. The compost shall have a dark brown or black color, be capable of supporting plant growth without ongoing addition of fertilizers or other soil amendments and shall not have an objectionable odor. The compost shall be free of plastic, glass, metal or other physical contaminants (<1%), as well as viable weed seeds and other plant parts capable of reproducing (except airborne weed species). The compost shall be visually inspected and approved for physical contaminants by the City's representative prior to application. The compost moisture content shall be such that no visible free water or dust is produced when handling it.

- D. Coir Fiber Dust – The coir fiber dust shall be a natural, bio-degradable by-product of the coconut fiber industry. It shall be the leftover dust from the extraction of fiber from freshwater cured coconut husks. After fiber extraction, coir dust is stored in open air for 2-3 years before using. The Contractor shall use the coir fiber dust available in 2:1 compacted bales. The coir fiber dust shall have the following properties:

pH range:	5.0-6.8 std. units
C:N ratio	80:1
Total pore space (v/v)	94-96%
Air filled porosity	10-12%
Water holding capacity (DW)	8-9 times
Cellulose (w/w,DW)	20-30%
Lignin (w/w, DW):	65-70%
Organic matter (ww,DW):	94-98%
Organic carbon (ww, DW):	45-50%
Cation exchange capacity:	60-130 m.Eq./100 g
Ash (DW)(inerts):	3-6%

The coir fiber dust shall be used in the areas indicated on the plans for the wetland plantings.

1.03 SUBMITTALS

- A. Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentages of purity, germination, and weed seed for each grass species.
- B. Submit planting medium materials test report.
- C. Upon acceptance, submit written maintenance instructions recommending procedures for maintenance.

1.04 DELIVERY, STORAGE, AND HANDLING

Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer. Store materials in a manner to prevent wetting and deterioration.

1.05 PROJECT CONDITIONS

- A. Work notifications: Notify Engineer at least seven (7) working days prior to start of seeding operations.
- B. Protect existing utilities, paving, and other facilities from damage caused by seeding operations.
- C. Perform seeding work only after planting and other work affecting ground surface has been completed.
- D. Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.
- E. Provide hose and lawn watering equipment as required.
- F. An irrigation system may be installed prior to seeding. Locate, protect, and maintain the irrigation system during seeding operations. Repair irrigation system components damaged during seeding operations at this Contractor's expense.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Native seed and seed mixes may be available from the Michigan Plant Producer's Association or other regional sources. It is the Contractor's responsibility to arrange seed orders well in advance to avoid construction delays and substitution of materials.

Native Seed Mix, Bio-Swale shall be composed of the following:

Retention Basin Floor Mix – Low Maintenance (or approved equal) as supplied by Ernst Conservation Seeds, Inc., 8884 Mercer Pike, Meadville, PA 16335, (800) 873-3321. The specified application rate is 40 lbs. per acre. The general composition of this mixture is as follows:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Mix Composition</u>
Deertongue, Tioga	<i>Panicum clandestinum, Tioga</i>	20.0%
Alkaligrass, Fults	<i>Puccinellia distans, Fults</i>	20.0%
Virginia Wildrye	<i>Elymus virginicus</i>	18.0%
Creeping Bentgrass	<i>Agrostis stolonifera</i>	15.0%
Fowl Bluegrass	<i>Poa palustris</i>	15.0%
Fox Sedge	<i>Carex vulpinoidea</i>	10.0%
Blunt Broom Sedge	<i>Carex scoparia</i>	1.0%
Soft Rush	<i>Juncus effusus</i>	1.0%

B. Native Seed Mix, Slope Stabilization shall be composed of the following:

Native Steep Slope Mix w/Annual Ryegrass (or approved equal) as supplied by Ernst Conservation Seeds, Inc., 8884 Mercer Pike, Meadville, PA 16335, (800) 873-3321. The specified application rate is 60 lbs. per acre. The general composition of this mixture is as follows:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Mix Composition</u>
Indiangrass	<i>Sorghastrum nutans</i>	31.1%
Annual Ryegrass	<i>Lolium multiflorum</i>	20.0%
Big Bluestem, 'Niagara'	<i>Andropogon gerardii, 'Niagara'</i>	14.0%
Canada Wildrye	<i>Elymus canadensis</i>	10.0%
Virginia Wildrye	<i>Elymus virginicus</i>	7.0%
Autumn Bentgrass	<i>Agrostis perennans</i>	4.0%
Switchgrass, 'Shawnee'	<i>Panicum virgatum, 'Shawnee'</i>	4.0%
Deertongue, Tioga	<i>Panicum clandestinum, Tioga</i>	3.0%
Purple Coneflower	<i>Echinacea purpurea</i>	1.5%
Partridge Pea	<i>Chamaecrista fasciculata</i>	1.3%
Oxeye Sunflower	<i>Heliopsis helianthoides</i>	1.2%
Lanceleaf Coreopsis	<i>Coreopsis lanceolata</i>	1.0%
Blackeyed Susan	<i>Rudbeckia hirta</i>	1.0%
Wild Bergamot	<i>Monarda fistulosa</i>	0.3%
Common Milkweed	<i>Asclepias syriaca</i>	0.2%
Wrinkleleaf Goldenrod	<i>Solidago rugosa</i>	0.2%
Calico Aster	<i>Aster lateriflorus</i>	0.1%
Heath Aster	<i>Aster pilosus</i>	0.1%

C. Native Seed Mix, Fescue Blend shall be composed of the following:

Ernst Solar Farm Seed Mix (or approved equal) as supplied by Ernst Conservation Seeds, Inc., 8884 Mercer Pike, Meadville, PA 16335, (800) 873-3321. The specified application rate is 175 lbs. per acre. The general composition of this mixture is as follows:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Mix Composition</u>
Creeping Red Fescue	<i>Festuca rubra</i>	45.5%
Hard Fescue, Gladiator	<i>Festuca ovina var. duriuscula, Gladiator</i>	30.0%
Chewings Fescue	<i>Festuca rubra ssp. commutata</i>	10.0%
Kentucky Bluegrass, 'Kelly'	<i>Poa pratensis, 'Kelly'</i>	5.0%
Kentucky Bluegrass, 'Maverick'	<i>Poa pratensis, 'Maverick'</i>	5.0%
White Clover, Dutch	<i>Trifolium repens, Dutch</i>	4.5%

- D. Lawn Seed Mix: The Contractor shall apply the following seed mixture to the disturbed areas excluding areas as indicated on the Plans at a rate of 2.0 lb/1,000 square feet. Composed of the following varieties, mixed to the specified proportions by weight and tested to minimum percentages of purity and germination. The seed mix shall be as follows, and noxious weed seed free.

<u>Blend</u>	<u>Parts</u>	<u>Minimum Purity</u>	<u>Germination</u>
Pennlawn Fescue	35%	98%	85%
Rebel Tall Fescue	32 1/2%	98%	85%
Fiesta Perennial Rye	32 1/2	98%	85%

- E. Topsoil required to complete the job may be provided from salvaged sources on-site - Contractor to spread. Provide additional topsoil as necessary to meet the specified depths required. All costs for topsoil used, whether salvage or imported are to be included in the pay items for the respective seed mix placement.
- F. Wood cellulose fiber and paper blend mulch: A 50/50 blend of paper and degradable wood cellulose fiber or 100% recycled long fiber pulp, free from weeds or other foreign matter toxic to seed germination and suitable for hydro-mulching. The mulch shall be applied with pre-mixed tackifier and polyacrylamide (PAM). The PAM shall be APS Silt Stop 705 or approved equal as determined by field testing.
- G. Tackifier: Liquid concentrate diluted with water forming a transparent 3-dimensional film like crust permeable to water and air and containing no agents toxic to seed germination.
1. Available manufacturers and types:
 - a. Polybind DLR: Celtite, Inc., Cleveland, Ohio
 - b. Curasol AK: American Hoechst Corp., Elk Grove Illinois
- H. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor.

PART 3 - EXECUTION

3.01 INSPECTION

Examine finish surfaces, grades, topsoil quality, and depth. Do not start seeding work until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Limit preparation to areas which will be immediately seeded.
- B. Clear weeds and underbrush as directed in the field as incidental to seeding preparation. Remove stones over 1/2" in any dimension and sticks, roots, rubbish, and extraneous matter.
- C. Grade to a smooth, free draining even surface with a loose, moderately coarse texture. Roll and rake, remove ridges, and fill depressions as required to drain.

- D. Apply Type A fertilizer to indicated turf areas at a rate equal to 1.0 lb. of actual nitrogen per 1,000 sq. ft. (220 lbs/acre). Do not fertilize next to waterways.
- E. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

3.03 INSTALLATION

- A. Seeding
 - 1. Seed immediately after preparation of bed. Spring seeding between April 1 and June 1 and fall seeding between August 15 and October 15 or at such other times acceptable to the Engineer.
 - 2. Seed indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
 - 3. Existing sod areas specified for the Low Profile Prairie Seed Mix shall be sprayed with Rodeo or other glyphosate-based herbicide at least 2 weeks prior to seeding. Seed all dead sod areas with a no-till seed drill to a depth of ¼ inch. All other seed may be hand sown or applied with a broadcast spreader.
 - 4. Apply Seed Mixes at the specified rates and covered with mulch or erosion control blankets as specified on the Plans.
- B. Seeding Equipment shall include the following:
 - 1. Tractors and Crawlers: Shall have low-pressure flotation tires or broad tracks so that soil compaction is minimized in areas of site preparation or seeding activities.
 - 2. Disc: In good repair with sound unbroken blades; weighted, as necessary to achieve required tillage depth.
 - 3. Rollers or Cultipackers: Minimum 6-inch diameter rollers; of sufficient weight to pulverize clods of soil. To be used following rough grading on subgrade soils as a preparation for installation of seedbed soils.
 - 4. No Till Drill Seeders: John Deere Rangeland or Truax Flex Drill. Weighting of this equipment should be minimal so as to avoid compaction of organic-rich common fill.
 - 5. Broadcast Seeders: Tractor Three Point mount or Hand carried.
- C. Hydraulically-Applied Mulch
 - 1. Use a hydromulcher (sprayer) and apply mixtures at a rate of 1,550 to 2,000 lb/acre as shown on the Plans. Mix in accordance with manufacturer's recommendations. Do not use mulch in channel applications.

3.04 RECONDITIONING EXISTING LAWNS

- A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of construction vehicles, and existing lawn areas as indicated.
- B. Provide fertilizer, seed and soil amendments as specified for new lawns and as required to provide a satisfactorily reconditioned lawn. Provide topsoil as required to fill low areas and meet new finish grades.
- C. Cultivate bare and compacted areas thoroughly.

- D. Remove diseased, damaged or unsatisfactory lawn areas. Do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, stone, gravel, and other construction materials.
- E. Where substantial but thin lawn remains, rake, aerate if compacted, and cultivate soil; fertilize and seed, as required to establish turf.

3.05 MAINTENANCE

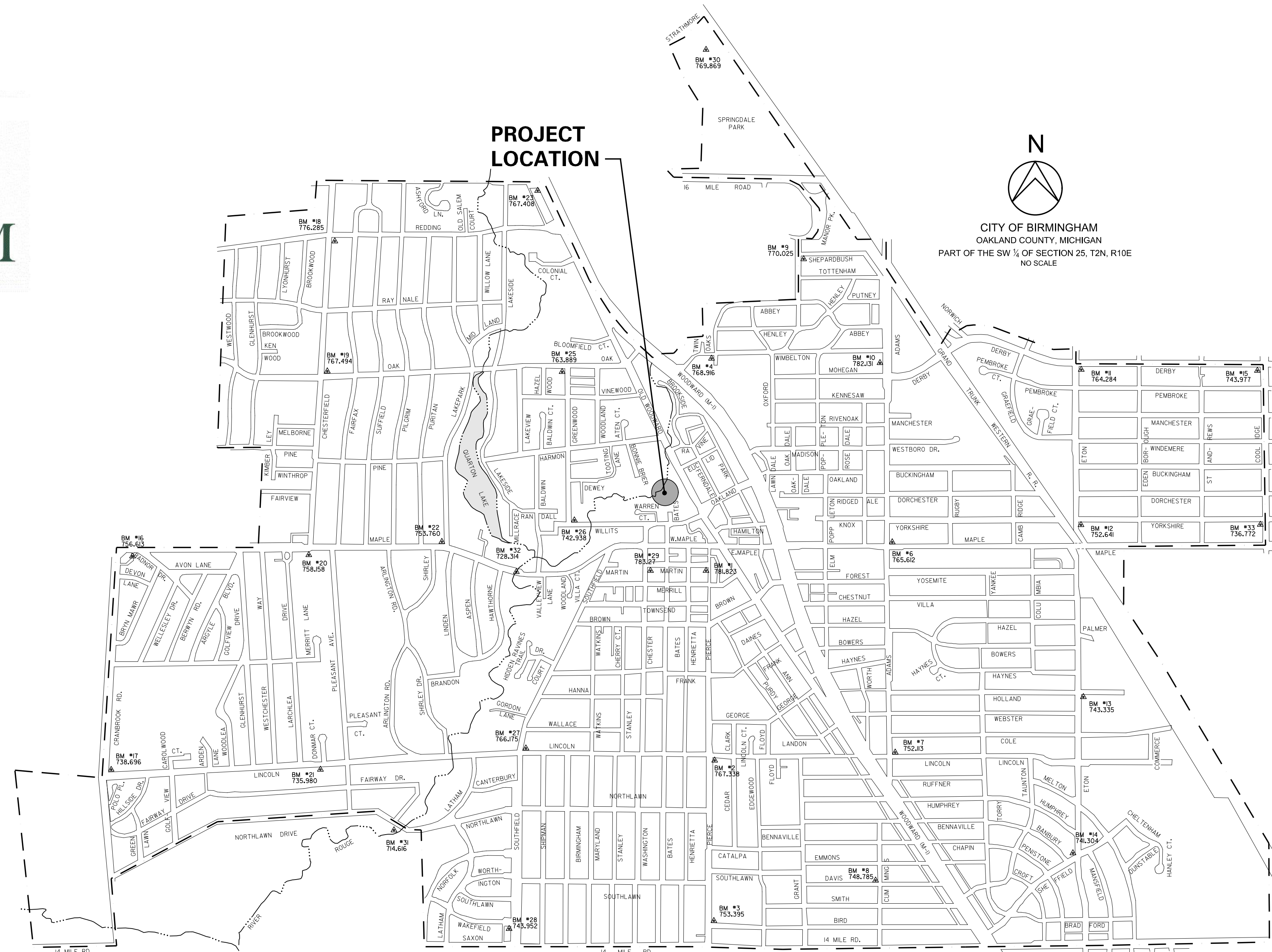
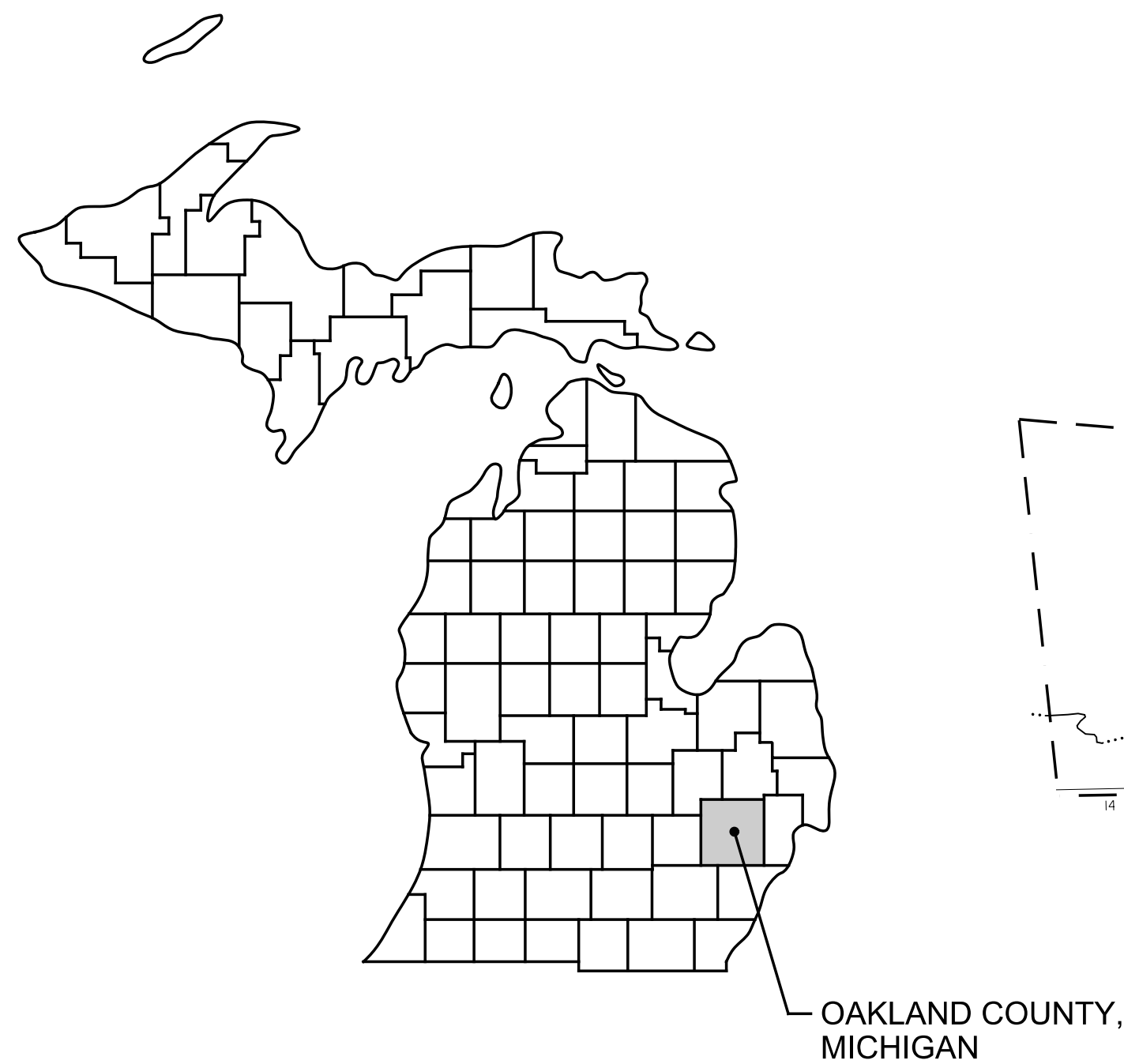
- A. Water newly seeded areas as required to maintain moist conditions. Maintain adequate soil moisture until vegetation is established and is accepted by the owner.
- B. Maintain seeded banks, ditches, medians, and fields to ensure a dense stand is established. Re-grade and re-seed washed out or eroded areas as required until a suitable cover is established.
- C. For lawn areas, fertilize, and mow as required until acceptance by the owner.

3.06 CLEANING

- A. Perform cleaning during installation and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

END OF SECTION

CITY OF BIRMINGHAM ENGINEERING DEPARTMENT MUNICIPAL PARKING LOT No. 5 SLOPE STABILIZATION CITY CONTRACT No. 4-23(S)



PLAN SHEET INDEX	SHEET No.
COVER	
SITE PLAN AND PROJECT NOTES	01
SOIL EROSION AND SEDIMENTATION CONTROL	02
EXISTING CONDITIONS AND REMOVAL PLAN	03
CONSTRUCTION PLAN (BASE BID)	04
CONSTRUCTION PLAN (ALTERNATE BID)	04A
PROJECT DETAILS	05
LANDSCAPE DETAILS	06
WRC SOIL EROSION AND SEDIMENTATION CONTROL DETAILS	

CITY OF BIRMINGHAM BENCH MARKS

NOTE:
ALL PLAN ELEVATIONS ARE BASED ON CITY OF BIRMINGHAM DATUM (APPROX. 1.0 Ft HIGHER THAN NAVD 88)
ALL BENCH MARKS (BM) ARE LOCATED WITHIN 1.0' OF THE BACK OF SIDEWALKS EXCEPT FOR THE FOLLOWING:

- BM #1 - 12.3' SOUTH OF MARTIN BACK OF SIDEWALK, 0.5' WEST OF PIERCE BACK OF SIDEWALK
- BM #10 - 130.3' SOUTH OF WIMBLETON BACK OF SIDEWALK, 0.4' WEST OF ADAMS BACK OF SIDEWALK
- BM #16 - 0.5' SOUTH OF MAPLE BACK OF SIDEWALK ON EAST PROPERTY LINE OF ALLEY
- BM #20 - 10.5' SOUTH OF MAPLE BACK OF CURB, 26.71' +/- WEST OF CHURCH SERVICE WALK
- BM #21 - 0.5' SOUTH OF LINCOLN BACK OF SIDEWALK, 58.0' WEST OF EAST PROPERTY LINE OF #1685 LINCOLN
- BM #29 - 2.0' SOUTH OF MARTIN BACK OF SIDEWALK, 3.0' EAST OF CHESTER BACK OF SIDEWALK
- BM #30 - 31.0' SOUTH OF NORTH FENCE, 3.85' EAST OF EAST BACK OF CURB
- BM #31 - 17.2' EAST OF SOUTHWEST CORNER NORTHLAWN BRIDGE
- BM #32 - 17.4' WEST OF SOUTHEAST CORNER MAPLE BRIDGE

- BM #5 - DO NOT USE, OAKLAND AT WOODWARD
- BM #24 - GONE, LAKESIDE AT OAK

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

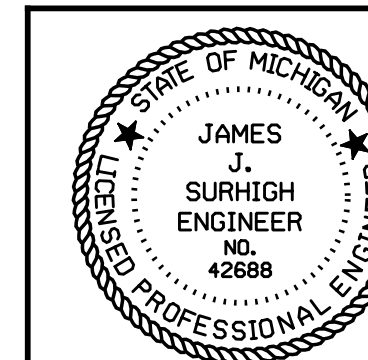
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824

PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 338-2592
WEB SITE: <http://www.hrc-engr.com>



NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

811
CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
OR 811
CALL BEFORE YOU DIG.
CALL 811.COM (TOLL FREE)



DATE	ADDITIONS AND/OR REVISIONS
01-20-23	ISSUED FOR BIDS
01-10-23	REVISED PER COMMENTS
11-30-22	OWNER REVIEW
07-20-22	HRC QA/QC REVIEW

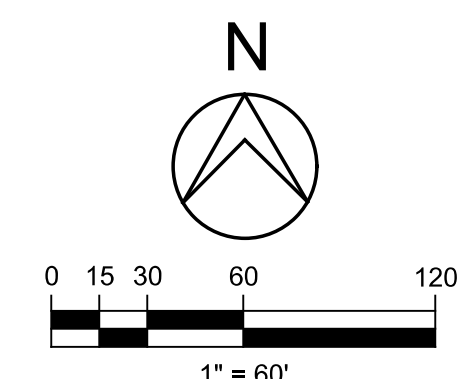
STORM SEWER DESIGN CALCULATIONS

$Q = C \times I \times A$

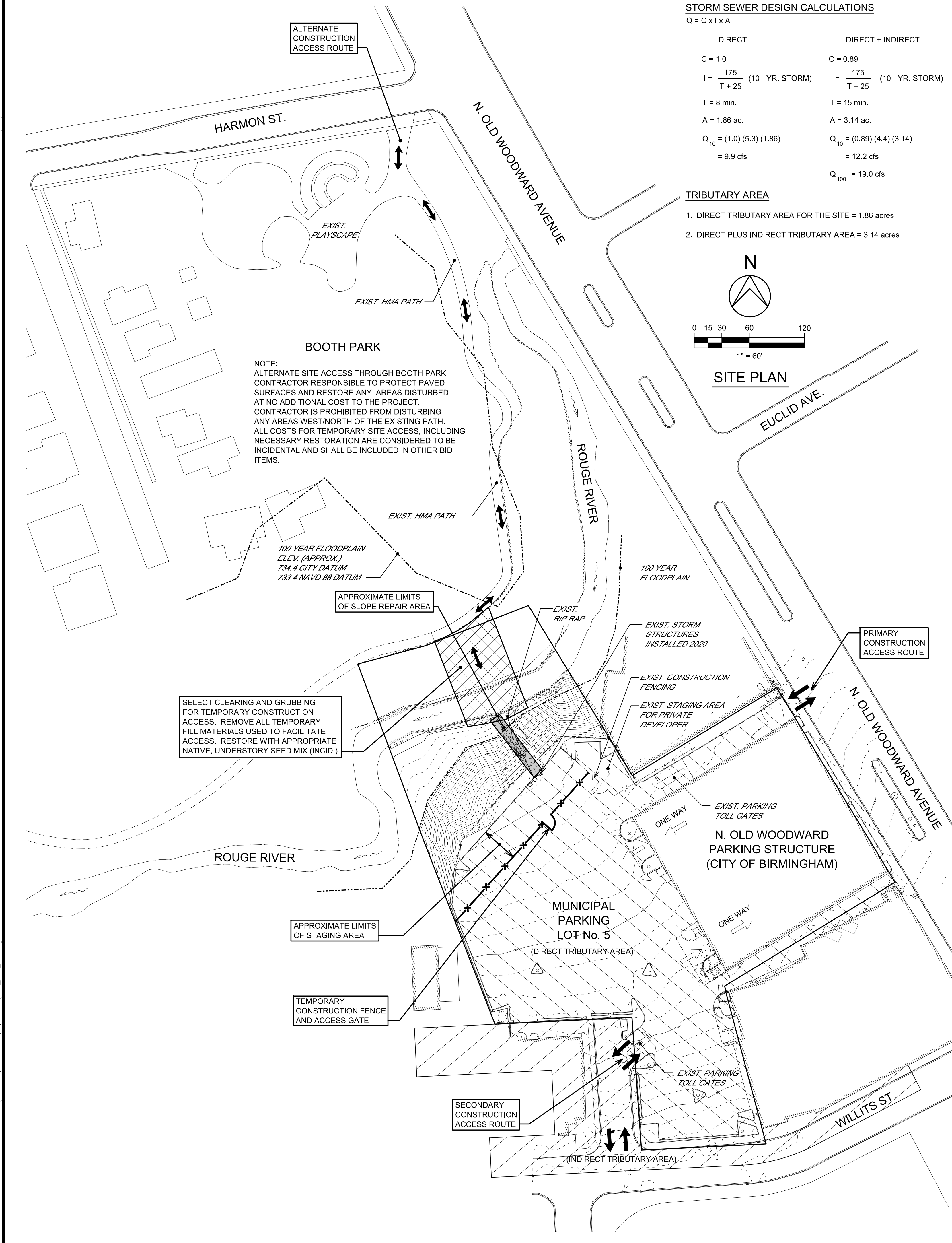
DIRECT		DIRECT + INDIRECT	
C = 1.0		C = 0.89	
$I = \frac{175}{T + 25}$ (10 - YR. STORM)		$I = \frac{175}{T + 25}$ (10 - YR. STORM)	
T = 8 min.		T = 15 min.	
A = 1.86 ac.		A = 3.14 ac.	
Q ₁₀ = (1.0) (5.3) (1.86)		Q ₁₀ = (0.89) (4.4) (3.14)	
= 9.9 cfs		= 12.2 cfs	
		Q ₁₀₀ = 19.0 cfs	

TRIBUTARY AREA

- DIRECT TRIBUTARY AREA FOR THE SITE = 1.86 acres
- DIRECT PLUS INDIRECT TRIBUTARY AREA = 3.14 acres



SITE PLAN



GENERAL NOTES

STAGING AREA

- CONTRACTOR SHALL PROVIDE INGRESS, EGRESS AND HAUL ROUTES AT THE PRE-CONSTRUCTION MEETING FOR CITY APPROVAL.
- COORDINATE CONSTRUCTION ACTIVITIES WITH THE CITY OF BIRMINGHAM PARKING SYSTEM MANAGER AND MAINTAIN OPERATION / ACCESS OF PUBLIC TO THE N. OLD WOODWARD PARKING STRUCTURE AND AREAS OF PARKING LOT NOT IMPACTED BY CONSTRUCTION.
- COORDINATE CONSTRUCTION ACTIVITIES WITH PRIVATE PROPERTY OWNERS ADJACENT TO THE PARKING LOT.
- CONTRACTOR SHALL MINIMIZE THE LIMITS OF THE STAGING AREA. LIMITS SHALL BE DETERMINED BY THE CONTRACTOR AND SUBMITTED TO THE CITY FOR APPROVAL.
- PROVIDE TEMPORARY CONSTRUCTION FENCING & GATE TO SECURE THE WORK AREA.
- COORDINATE CONSTRUCTION WITH CITY CONTRACTOR FOR PARKING LOT PAVEMENT REMOVAL.

CONSTRUCTION ACCESS

- PRIMARY CONSTRUCTION ACCESS TO THE WORK AREA SHALL BE OFF OF N. OLD WOODWARD AVENUE.
- SECONDARY CONSTRUCTION ACCESS SHALL BE OFF OF WILLITS STREET.
- ALTERNATE CONSTRUCTION ACCESS MAY BE THROUGH BOOTH PARK OFF OF HARMON STREET.
- CONTRACTOR SHALL NOTE RESTRICTIONS (CONSTRAINTS RELATED TO SITE ACCESS AND HAUL ROUTES) AND SHALL SUBMIT PROPOSED ACCESS ROUTES TO THE CITY FOR APPROVAL.

CONSTRUCTION NOTES

- CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE PRIOR TO BIDDING AND EVALUATE PROPOSED WORK. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR FAILURE TO RECOGNIZE ANY READILY OBSERVABLE SITE CONSTRAINTS OR CONDITIONS.
- CONTRACTOR SHALL PROTECT ALL EXISTING STORM STRUCTURES AND STORM PIPES DURING CONSTRUCTION ACTIVITIES. ANY DAMAGE TO EXISTING STORM UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
- CONTRACTOR SHALL PROTECT ALL TREES AND VEGETATION IN THE CONSTRUCTION INFLUENCE AREA NOT SPECIFICALLY DESIGNATED FOR REMOVAL. NO TREES OR VEGETATION SHALL BE REMOVED WITHOUT PRIOR CONSENT FROM THE OWNER.
- CONTRACTOR SHALL PROTECT THE EXISTING CONCRETE CURB AND GUTTER AND THE EXISTING PARKING LOT PAVEMENT. ANY DAMAGE TO EXISTING PAVEMENTS SHALL BE REPAIRED AT NO EXPENSE TO THE OWNER.
- CONTRACTOR SHALL REMOVE EXISTING WOOD FENCE AS INDICATED ON SHEET 02 "EXISTING CONDITIONS AND REMOVAL PLAN". DURING NON-CONSTRUCTION HOURS, PROPERTY PROTECTION FENCING ("SNOW FENCE") MUST BE IN PLACE WHERE THE EXISTING FENCE HAS BEEN REMOVED UNTIL THE NEW FENCE IS IN PLACE, UNLESS OTHERWISE SECURED WITH TEMPORARY CONSTRUCTION FENCING. PROPERTY PROTECTION FENCING SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "Temp Construction Fencing & Minor Traffic Control Devices - LS".
- CONTRACTOR IS RESPONSIBLE TO PROTECT ALL RIVER BANKS AND MINIMIZE DISTURBANCE. IF DAMAGED BY THEIR OPERATIONS REPAIR WITH V.R.S.S. EMBANKMENT (PER SPECIFICATIONS) AT NO ADDITIONAL COST TO THE CITY.

'WASHOUT' AREA NOTES

- REMOVE DEBRIS AND RUBBLE FROM 'WASHOUT' AREA PRIOR TO BACKFILLING (TYP.). ALL COSTS FOR REMOVAL AND DISPOSAL OF DEBRIS AND RUBBLE SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "Site Clearing and Grading - LS".
- RIP RAP LINED CHANNEL SHALL BE INSTALLED ALONG THE APPROXIMATE CENTERLINE OF THE EXISTING GULLEY. DETAILS FOR CONSTRUCTION OF CHANNEL ARE INCLUDED ON SHEET 05. ALL COSTS ASSOCIATED WITH CONSTRUCTION OF THE RIP RAP CHANNEL SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "Rip Rap, Natural, Plain - SYD".
- THE CONTRACTOR SHALL PLACE EMBANKMENT WHERE NECESSARY WITH SUITABLE LOW PERMEABILITY, GRANULAR FILL MATERIAL (SEE SPECIFICATIONS). FILL SHALL BE PLACED IN SIX INCH (6") LIFTS AND COMPACTED TO 95% MAX. DENSITY. ALL COSTS FOR BACKFILLING OPERATIONS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "Site Clearing and Grading - LS".
- RESTORE SURFACE WITH TURF REINFORCEMENT MAT (T.R.M.), NAG SC250 (OR APPROVED EQUAL) OR EROSION CONTROL BLANKET (E.C.B.), NAG SC150 (OR APPROVED EQUAL), AS SHOWN ON THE PLANS.
- PROVIDE ANCHOR TRENCHES FOR T.R.M. AND E.C.B. PER MANUFACTURER'S REQUIREMENTS FOR HIGH FLOW, VERY SEVERE CONDITIONS.
- T.R.M. AND E.C.B. SHALL BE STAKED IN PLACE WITH WOODEN PEGS PER THE MANUFACTURER'S RECOMMENDATIONS FOR HIGH FLOW, VERY SEVERE CONDITIONS.
- ALL COSTS ASSOCIATED WITH FURNISHING AND INSTALLING T.R.M. AND AND E.C.B. PER THE MANUFACTURER'S RECOMMENDATIONS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "Turf Reinforcement Mat - SYD" OR "Erosion Control Blanket - SYD".

MISCELLANEOUS QUANTITIES

SEVERAL PAY ITEMS INCLUDED IN THE PROPOSAL ARE NOT SPECIFICALLY SHOWN ON THE PLANS. THESE ITEMS SHALL BE CONSTRUCTED AS DIRECTED BY THE PROJECT ENGINEER OR USED AS NEEDED.

MISCELLANEOUS PROJECT QUANTITIES			
No.	DESCRIPTION	UNIT	QTY.
1	Mobilization, Max 20%	LS	1
2	Temp Construction Fencing & Minor Traffic Control Devices	LS	1

GENERAL NOTES

ADJUSTING MONUMENT BOXES

IT IS THE INTENT THAT ALL GOVERNMENT CORNERS ON THIS PROJECT BE PRESERVED AND THAT, WHERE NECESSARY, MONUMENT BOXES BE PLACED OR ADJUSTED, WHETHER SHOWN OR NOT.

PLAN INFORMATION / CONTRACTOR STAKING

PLAN DIMENSIONS AND MEASUREMENTS ARE BASED ON VISUAL OBSERVATION. INTENT OF PROJECT IS TO MATCH EXISTING GRADES WHERE PRACTICABLE. CONTRACTOR REQUIRED TO SET OFFSET STAKES AND GRADES BEFORE BEFORE DISTURBING THE SITE.

WHERE ADJUSTING DRAINAGE STRUCTURES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LAYOUT OF STRUCTURE CASTINGS WITH RESPECT TO THE CURB LINE PRIOR TO CONSTRUCTION.

PROPERTY OWNERS

PROPERTY OWNER'S NAMES, WHERE SHOWN, ARE FOR INFORMATION ONLY, AND THEIR ACCURACY IS NOT GUARANTEED.

UTILITIES

THE EXISTING UTILITIES LISTED BELOW AND SHOWN ON THESE PLANS REPRESENT THE BEST INFORMATION AVAILABLE AS OBTAINED FROM SURVEYS AND FROM UTILITY RECORD MAPS. THIS INFORMATION DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO SATISFY HIMSELF AS TO THEIR ACCURACY OR OF HIS RESPONSIBILITY IN CASE UTILITIES HAVE BEEN CONSTRUCTED, RELOCATED OR REMOVED.

AT&T	CONSUMERS ENERGY
ATTN: MATT SLIWA 54 N. MILL ST., BOX 33 PONTIAC, MI 48342 (248) 705-5506	ATTN: CHERI PAYNE 4600 COOLIDGE ROAD ROYAL OAK, MI 48073 (248) 433-5618
COMCAST	DTE ENERGY
ATTN: HOWARD HARWOOD 25656 TELEGRAPH ROAD SOUTHFIELD, MI 48034 (248) 670-6748	ATTN: SKY McBETH 37849 INTERCHANGE DRIVE FARMINGTON HILLS, MI 48335 (248) 427-2912

OWNERS OF PUBLIC UTILITIES WILL NOT BE REQUIRED TO MOVE ADDITIONAL POLES AND STRUCTURES THAT ARE NOT WITHIN GRADING LIMITS IN ORDER TO FACILITATE THE OPERATION OF CONSTRUCTION EQUIPMENT, UNLESS IT IS DETERMINED BY THE ENGINEER THAT SUCH POLE, LINE OR STRUCTURES CONSTITUTE A HAZARD TO THE PUBLIC OR ARE DANGEROUS TO THE CONTRACTOR'S OPERATIONS.

THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK, AND SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO INSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.

FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL DIAL (800) 482-7171 A MINIMUM OF 3 WORKING DAYS PRIOR TO EXCAVATING IN THE VICINITY OF UTILITY LINES. ALL "MISS-DIG" PARTICIPATING MEMBERS WILL BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS-DIG" ALERT SYSTEM.

CONSTRUCTION SPECIFICATIONS

THE SPECIFICATIONS FOR CONSTRUCTION OF THIS PROJECT WILL BE THE CONTRACT BOOK PROVIDED BY THE CITY OF BIRMINGHAM. THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION ARE CONSIDERED TO BE SUPPLEMENTAL SPECIFICATIONS TO THIS PROJECT FOR TECHNICAL ASPECTS ONLY, NOT FOR ITEMS RELATED TO ADMINISTRATION OF THE CONTRACT OR FOR COMPENSATION FOR WORK PERFORMED UNDER THIS CONTRACT.

PROJECT LEGEND EXISTING		PROJECT LEGEND PROPOSED	
DIRECT TRIBUTARY AREA	[Symbol]	SITE ACCESS ROUTE	[Symbol]
INDIRECT TRIBUTARY AREA	[Symbol]	SLOPE REPAIR LIMITS	[Symbol]
FLOW DIRECTION	[Symbol]	CONSTRUCTION FENCING	[Symbol]
STORM MANHOLE	[Symbol]	SELECT CLEARING AND GRUBBING	[Symbol]
CATCH BASIN	[Symbol]		
STORM SEWER	[Symbol]		
UTILITY POLE	[Symbol]		
CONSTRUCTION FENCE	[Symbol]		
WOOD FENCE	[Symbol]		
OVERHEAD POWER LINE	[Symbol]		
UNDERGROUND ELECTRIC	[Symbol]		
DECIDUOUS TREE	[Symbol]		
CONTOUR	[Symbol]		
SPOT GRADE	[Symbol]		
TOP OF BANK	[Symbol]		
EDGE OF WATER	[Symbol]		
FLOOD PLAIN LIMITS	[Symbol]		
RIP RAP APRON	[Symbol]		

CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
OR 811
(TOLL FREE)

Know what's below.
Call before you dig.
CALL811.COM

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

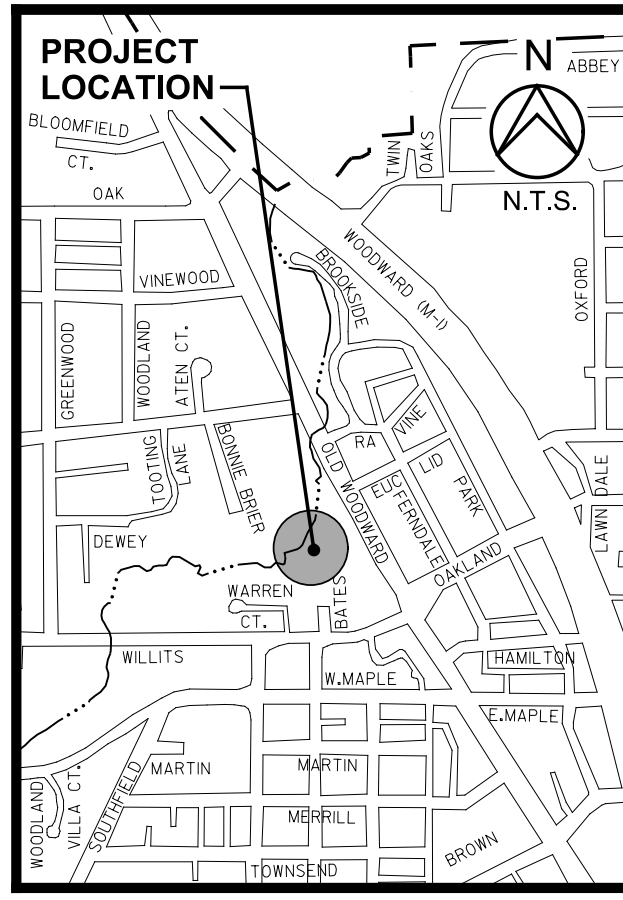
555 HULET DRIVE
BLOOMFIELD HILLS, MICH. 48303-0824

PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359

WEB SITE: <http://www.hrcengr.com>

DATE	ISSUED FOR / ADDITIONS / REVISIONS
01-20-2023	ISSUED FOR BIDS
01-10-2023	REVISED PER COMMENTS
11-30-2022	OWNER REVIEW
07-20-2022	HRC QA / QC REVIEW

DESIGNED	HRC
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	J.V.B.



CITY OF BIRMINGHAM

MUNICIPAL PARKING LOT No. 5

SLOPE STABILIZATION

CITY CONTRACT No. 4-23(S)

PART OF THE SW ¼ OF SECTION 25, T2N, R10E
OAKLAND COUNTY MICHIGAN

SITE PLAN AND PROJECT NOTES

HRC JOB NO. 20220180	SCALE 1" = 60'
DATE JULY 2022	SHEET NO. 01 OF

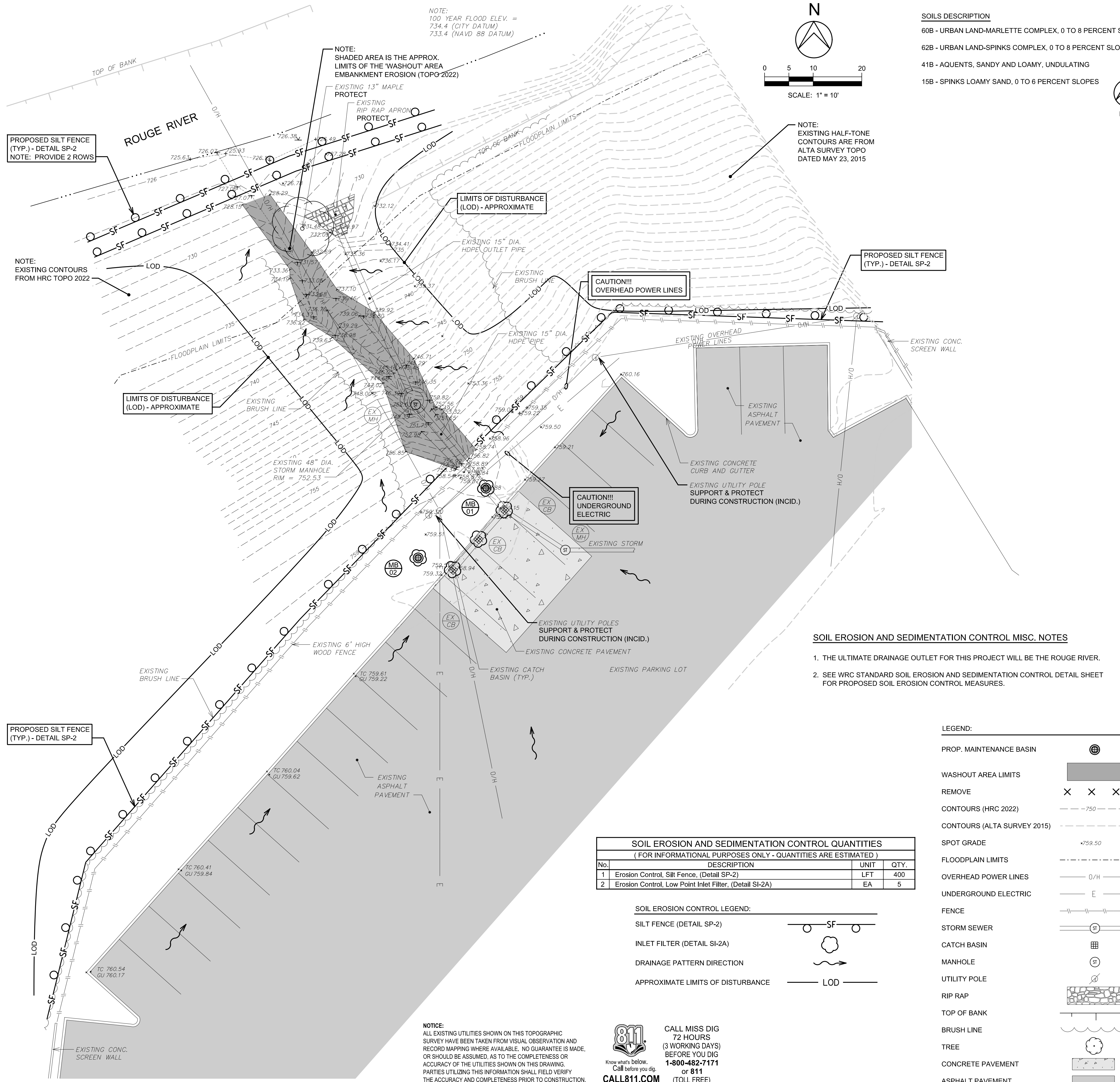
© 2022 Hubbell, Roth & Clark, Inc. All Rights Reserved.

01/20/2023 14:02 PM, TTT

07/01/2019HRC.tbl

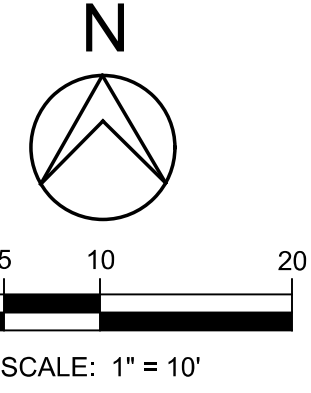
V:\2022\20220180\C\Sheets\00_04_sesc.dgn

ifrc



NOTE:
100 YEAR FLOOD ELEV. =
734.4 (CITY DATUM)
733.4 (NAVD 88 DATUM)

NOTE:
SHADED AREA IS THE APPROX.
LIMITS OF THE 'WASHOUT' AREA
EMBANKMENT EROSION (TOPO 2022)



NOTE:
EXISTING HALF-TONE
CONTOURS ARE FROM
ALTA SURVEY TOPO
DATED MAY 23, 2015

PROPOSED SILT FENCE
(TYP.) - DETAIL SP-2
NOTE: PROVIDE 2 ROWS

NOTE:
EXISTING CONTOURS
FROM HRC TOPO 2022

LIMITS OF DISTURBANCE
(LOD) - APPROXIMATE

CAUTION!!!
OVERHEAD POWER LINES

PROPOSED SILT FENCE
(TYP.) - DETAIL SP-2

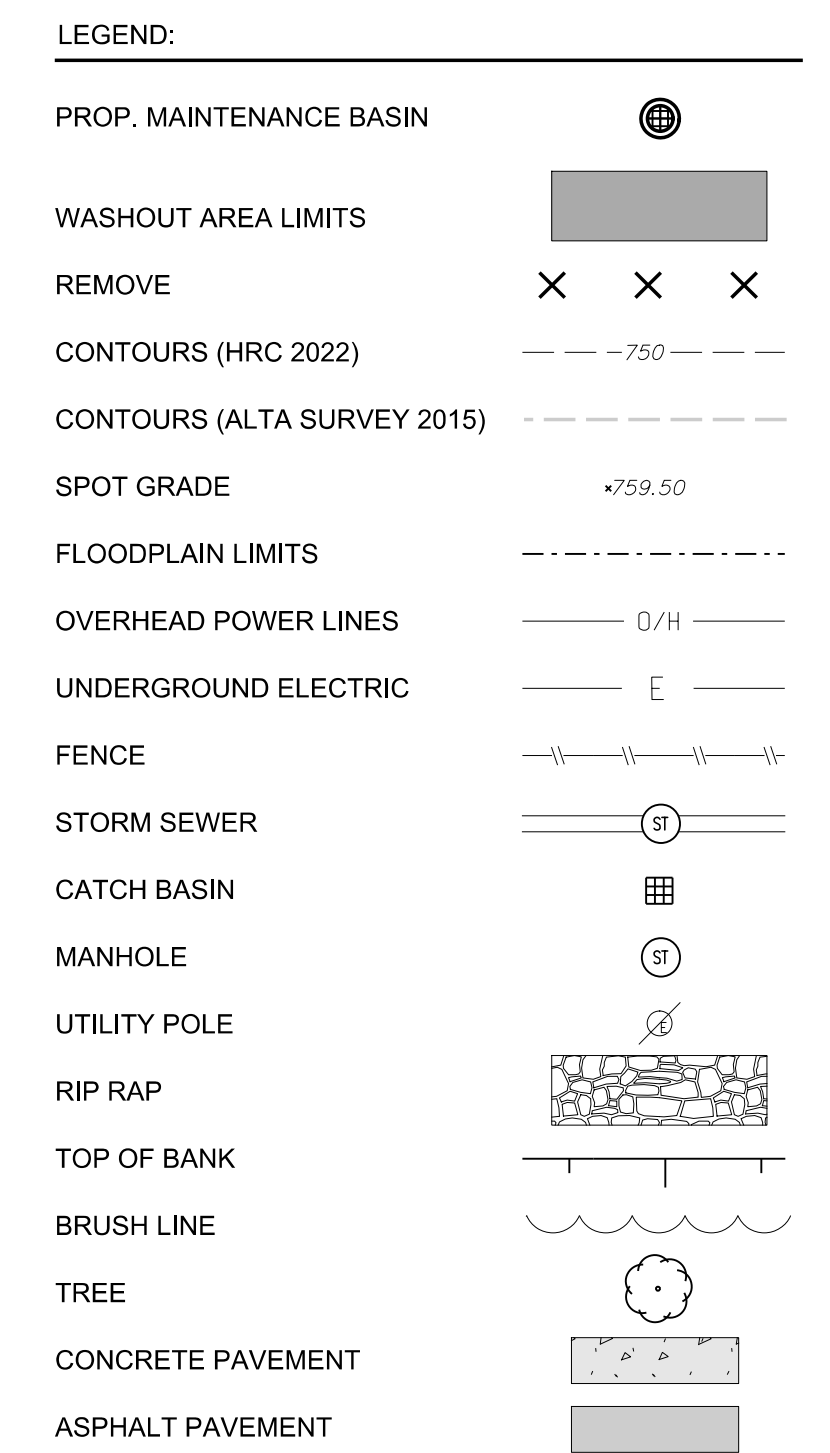
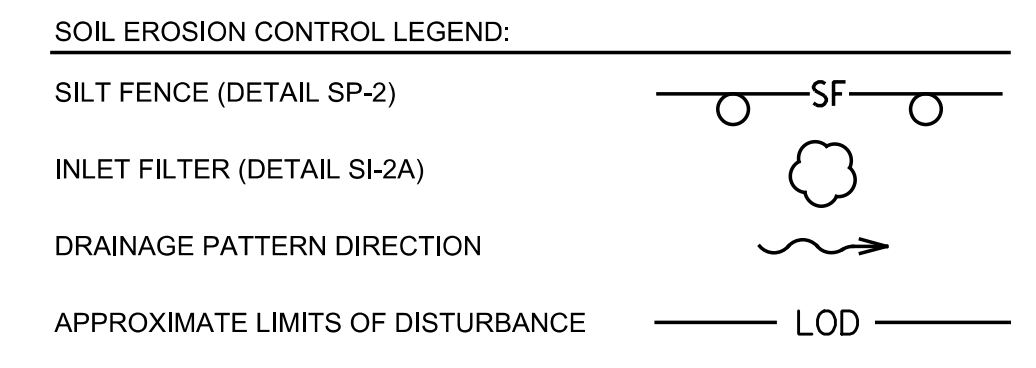
CAUTION!!!
UNDERGROUND
ELECTRIC

PROPOSED SILT FENCE
(TYP.) - DETAIL SP-2

SOIL EROSION AND SEDIMENTATION CONTROL MISC. NOTES

1. THE ULTIMATE DRAINAGE OUTLET FOR THIS PROJECT WILL BE THE ROUGE RIVER.
2. SEE WRC STANDARD SOIL EROSION AND SEDIMENTATION CONTROL DETAIL SHEET FOR PROPOSED SOIL EROSION CONTROL MEASURES.

SOIL EROSION AND SEDIMENTATION CONTROL QUANTITIES (FOR INFORMATIONAL PURPOSES ONLY - QUANTITIES ARE ESTIMATED)			
No.	DESCRIPTION	UNIT	QTY.
1	Erosion Control, Silt Fence, (Detail SP-2)	LFT	400
2	Erosion Control, Low Point Inlet Filter, (Detail SI-2A)	EA	5

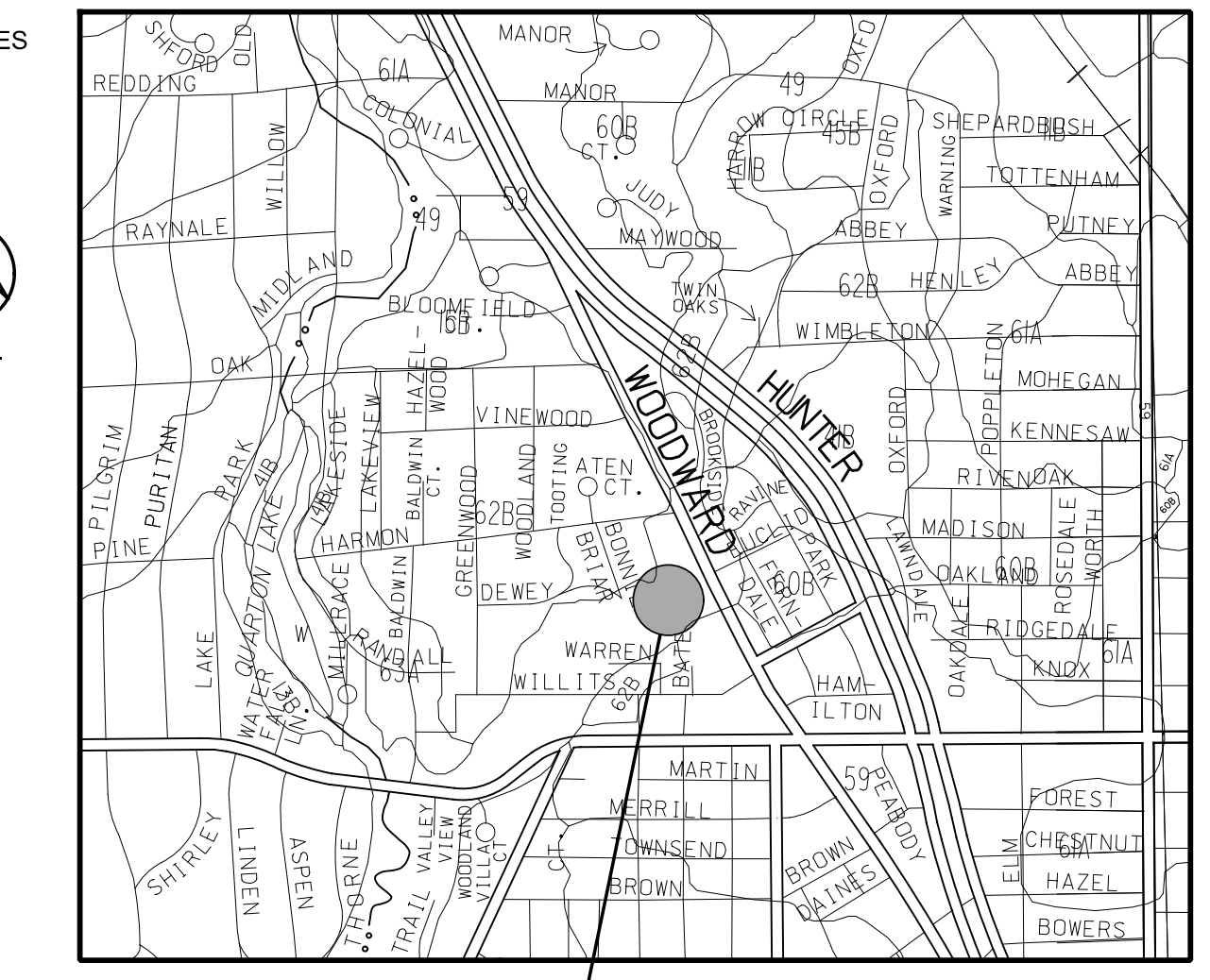


NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC
SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND
RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE,
OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR
ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING.
PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY
THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or 811
(TOLL FREE)

SOILS MAP



**PROJECT
LOCATION**

SOIL EROSION AND SEDIMENTATION CONTROL

SEQUENCE OF CONSTRUCTION - SOIL EROSION CONTROL

1. INSTALL TEMPORARY SOIL EROSION CONTROL MEASURES AS SHOWN ON THE PLAN AND AS DIRECTED BY THE ENGINEER.
2. REMOVE EXISTING WOOD FENCE.
 - BASE BID: REMOVE AND SALVAGE EXISTING WOOD FENCE FROM CONC. SCREEN WALL TO CONC. SCREEN WALL (POSTS TO REMAIN).
 - ALTERNATE BID: REMOVE EXISTING WOOD FENCE FROM CONC. SCREEN WALL TO CONC. SCREEN WALL (INCLUDING POSTS).
3. SITE CLEARING AND GRADING.
4. REPAIR 'WASHOUT' AREA.
5. CONSTRUCT BIO-SWALE AND LEDGE ROCK LEVEL SPREADER.
6. ADJUST EXISTING MANHOLE RIM AS NECESSARY.
7. INSTALL NEW FENCE.
 - BASE BID: REINSTALL SALVAGED WOOD FENCE.
 - ALTERNATE BID: INSTALL NEW ORNAMENTAL ALUMINUM FENCE.
8. COMPLETE SITE RESTORATION.
9. REMOVE TEMPORARY SOIL EROSION CONTROL MEASURES.

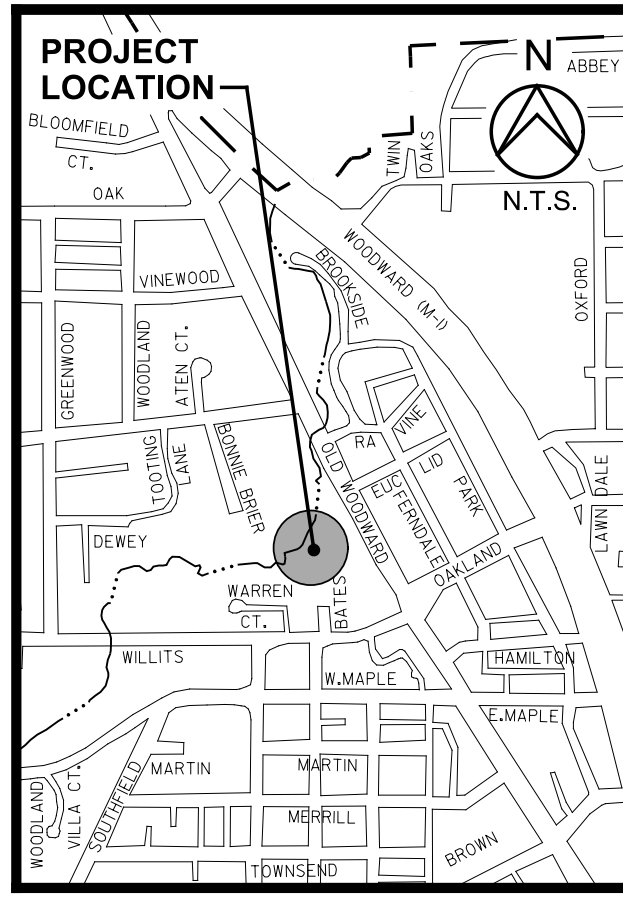
SOIL EROSION AND SEDIMENTATION CONTROL NOTES

1. CONTRACTOR SHALL BE REQUIRED TO OBTAIN A SOIL EROSION CONTROL PERMIT FROM THE CITY OF BIRMINGHAM AT NO FEE.
2. ALL SOIL EROSION AND SEDIMENTATION CONTROL WORK SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF BIRMINGHAM AND OAKLAND COUNTY WATER RESOURCES COMMISSIONER (OCWRC) BY REFERENCE.
3. EROSION AND SEDIMENTATION FROM WORK ON THE SITE SHALL BE CONTAINED WITHIN THE WORK AREA AND NOT ALLOWED TO COLLECT ON ANY OFF SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, PONDS AND WETLANDS.
4. THE CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS DIRECTED ON THESE PLANS AND WHERE OTHERWISE REQUIRED BY THE WORK. THE CONTRACTOR SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPE, DITCHES AND OTHER CHANGES HAVE BEEN ACCOMPLISHED.
5. THE CONTRACTOR SHALL MAINTAIN SOIL EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF THE PROJECT.
6. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR FOR EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL MEASURES. ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY.
7. THE CONTRACTOR SHALL PRESERVE OFF SITE NATURAL VEGETATION AS MUCH AS POSSIBLE.
8. STABILIZATION OF ALL DISTURBED AREAS SHALL BE ESTABLISHED USING THE APPROPRIATE VEGETATION WITHIN FIVE (5) DAYS OF COMPLETION OF FINAL GRADING.
9. THE CONTRACTOR SHALL SWEEP THE EXISTING STREETS AND PAVEMENT AREAS SURROUNDING THE PROJECT SITE AS NEEDED.
10. SILT FENCE SHALL BE INSTALLED AS NEEDED AND IN ACCORDANCE WITH DETAIL SP-2 OF THE WRC, SESC DETAIL SHEET.
11. INSTALL FABRIC FILTER IN ALL EXISTING AND NEW DRAINAGE STRUCTURES AT RIM DURING CONSTRUCTION AND MAINTAIN THROUGHOUT CONSTRUCTION. REMOVE FILTERS DURING FINAL RESTORATION. INLET FILTERS SHALL BE INSTALLED AS NEEDED AND IN ACCORDANCE WITH DETAIL S1-2A, FILTER BAG INSERT OF THE WRC, SESC DETAIL SHEET.
12. ALL SOIL EROSION CONTROL MEASURES SHOWN ON THESE PLANS OR AS NEEDED TO COMPLETE THIS PROJECT WILL BE PAID AS A LUMP SUM UNIT PRICE AS INCLUDED IN THE PROPOSAL. ADDITIONAL SILT FENCE AND/OR OTHER SOIL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE CITY OF BIRMINGHAM AND/OR THE PROJECT ENGINEER WHERE GRADES DICTATE AND A MINIMUM 25 FOOT VEGETATIVE BUFFER DOES NOT EXIST. ANY ADDITIONAL SILT FENCE REQUIRED SHALL BE INCLUDED IN THE LUMP SUM UNIT PRICE AS PROVIDED IN THE PROPOSAL.



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>

DATE	ISSUED FOR / ADDITIONS / REVISIONS
01-20-2023	ISSUED FOR BIDS
01-10-2023	REVISED PER COMMENTS
11-30-2022	OWNER REVIEW
07-20-2022	HRC QA / QC REVIEW
DESIGNED	HRC
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	J.V.B.



CITY OF BIRMINGHAM

**MUNICIPAL PARKING
LOT No. 5
SLOPE STABILIZATION**

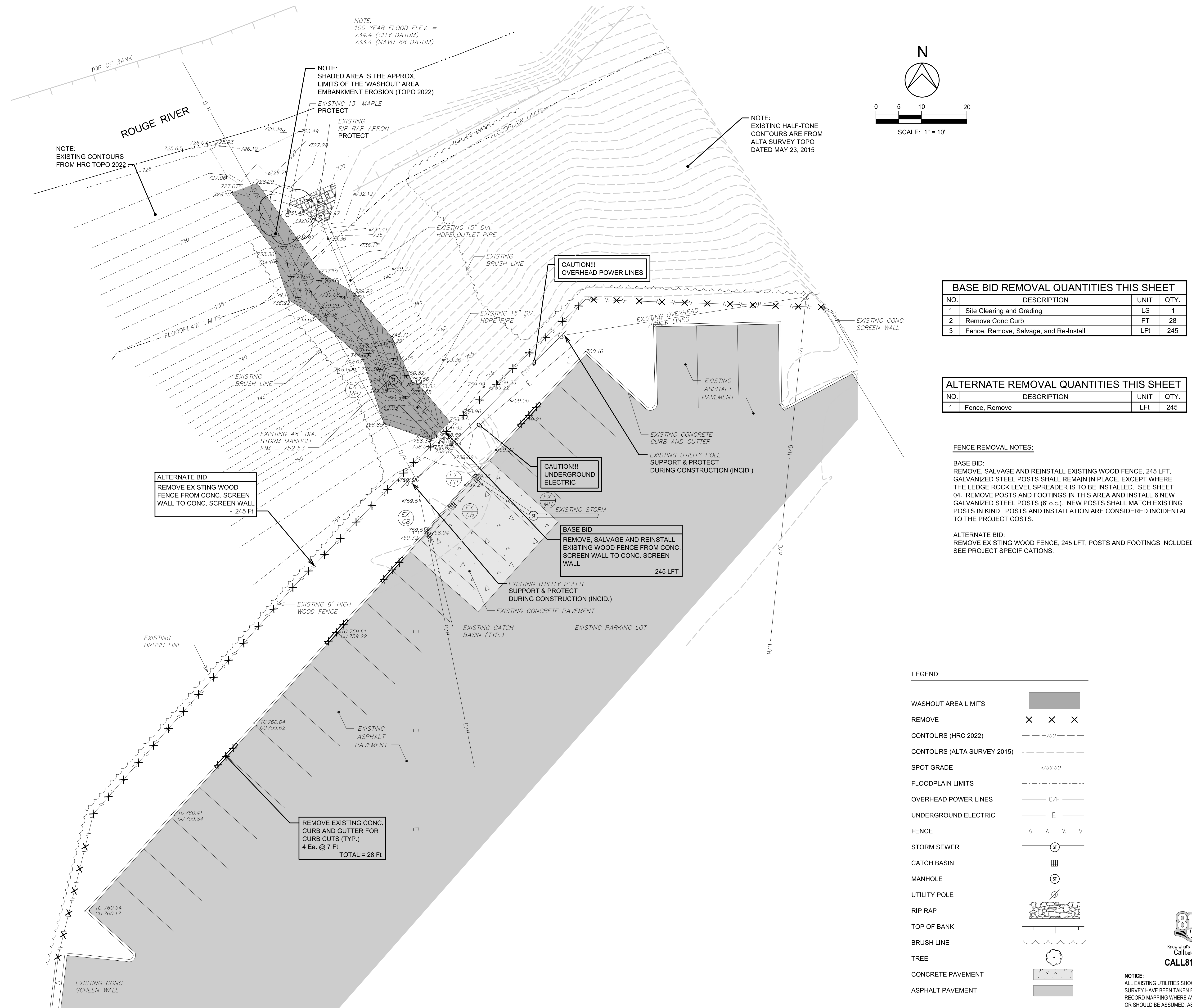
CITY CONTRACT No. 4-23(S)

PART OF THE SW ¼ OF SECTION 25, T2N, R10E
OAKLAND COUNTY MICHIGAN

**SOIL EROSION
AND
SEDIMENTATION CONTROL**

HRC JOB NO. 20220180	SCALE 1" = 10'
DATE JULY 2022	SHEET NO. 02 OF

©2022 Hubbell, Roth & Clark, Inc. All Rights Reserved



BASE BID REMOVAL QUANTITIES THIS SHEET

NO.	DESCRIPTION	UNIT	QTY.
1	Site Clearing and Grading	LS	1
2	Remove Conc Curb	FT	28
3	Fence, Remove, Salvage, and Re-Install	LFI	245

ALTERNATE REMOVAL QUANTITIES THIS SHEET

NO.	DESCRIPTION	UNIT	QTY.
1	Fence, Remove	LFI	245

FENCE REMOVAL NOTES:

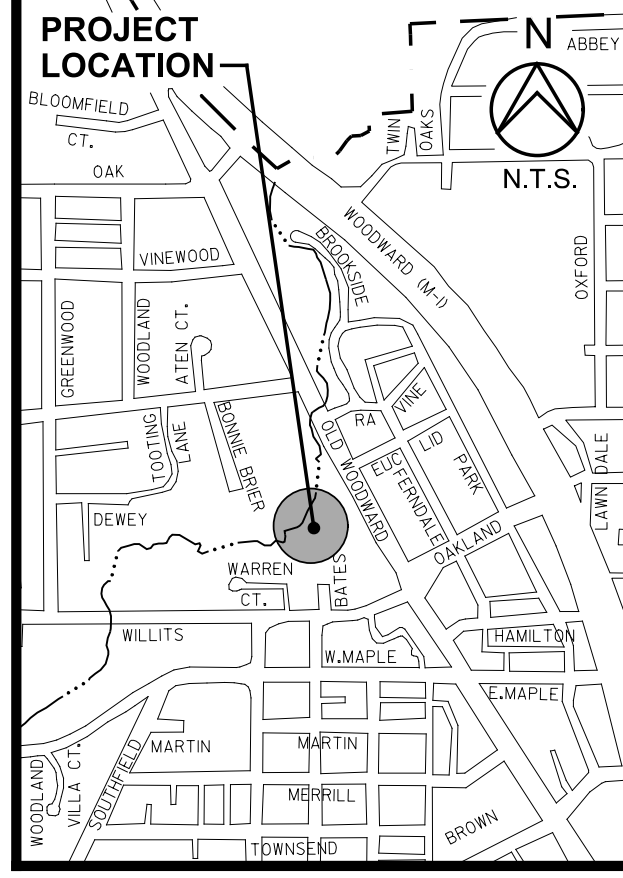
BASE BID:
REMOVE, SALVAGE AND REINSTALL EXISTING WOOD FENCE, 245 LFT. GALVANIZED STEEL POSTS SHALL REMAIN IN PLACE, EXCEPT WHERE THE LEDGE ROCK LEVEL SPREADER IS TO BE INSTALLED. SEE SHEET 04. REMOVE POSTS AND FOOTINGS IN THIS AREA AND INSTALL 6 NEW GALVANIZED STEEL POSTS (6' o.c.). NEW POSTS SHALL MATCH EXISTING POSTS IN KIND. POSTS AND INSTALLATION ARE CONSIDERED INCIDENTAL TO THE PROJECT COSTS.

ALTERNATE BID:
REMOVE EXISTING WOOD FENCE, 245 LFT. POSTS AND FOOTINGS INCLUDED. SEE PROJECT SPECIFICATIONS.



HRC
HUBBELL, ROTH & CLARK, INC
 CONSULTING ENGINEERS SINCE 1915
 555 HULET DRIVE P.O. BOX 824
 BLOOMFIELD HILLS, MICH. 48303 - 0824
 PHONE: (248) 454-6300
 FAX (1st. Floor): (248) 454-6312
 FAX (2nd. Floor): (248) 454-6359
 WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)

DATE	ISSUED FOR / ADDITIONS / REVISIONS
01-20-2023	ISSUED FOR BIDS
01-10-2023	REVISED PER COMMENTS
11-30-2022	OWNER REVIEW
07-20-2022	HRC QA / QC REVIEW
DESIGNED	HRC
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	J.V.B.



CITY OF BIRMINGHAM
MUNICIPAL PARKING LOT No. 5
SLOPE STABILIZATION
 CITY CONTRACT No. 4-23(S)
 PART OF THE SW ¼ OF SECTION 25, T2N, R10E
 OAKLAND COUNTY MICHIGAN

EXISTING CONDITIONS AND REMOVAL PLAN

HRC JOB NO. 20220180	SCALE 1" = 10'
DATE JULY 2022	SHEET NO. 03 OF

CALL MISS DIG 72 HOURS (3 WORKING DAYS) BEFORE YOU DIG 1-800-482-7171 or 811 (TOLL FREE)
 Know what's below. Call before you dig. **CALL811.COM**

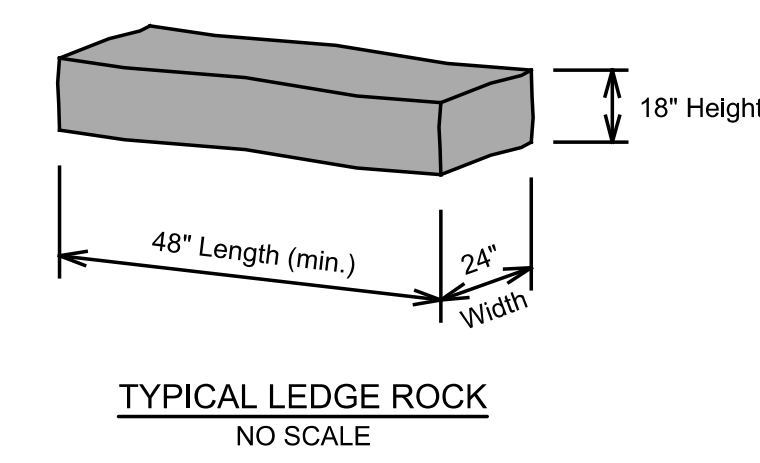
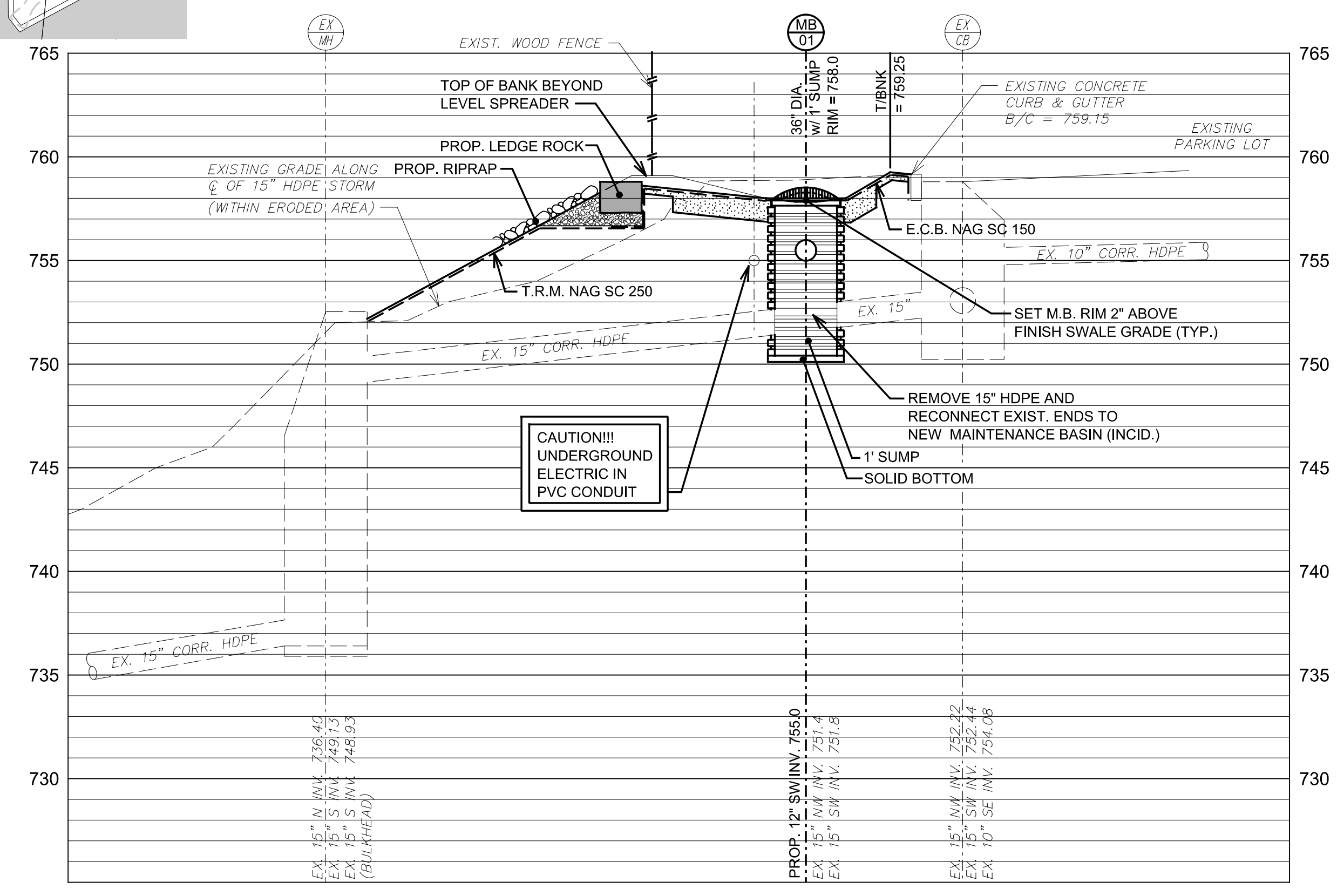
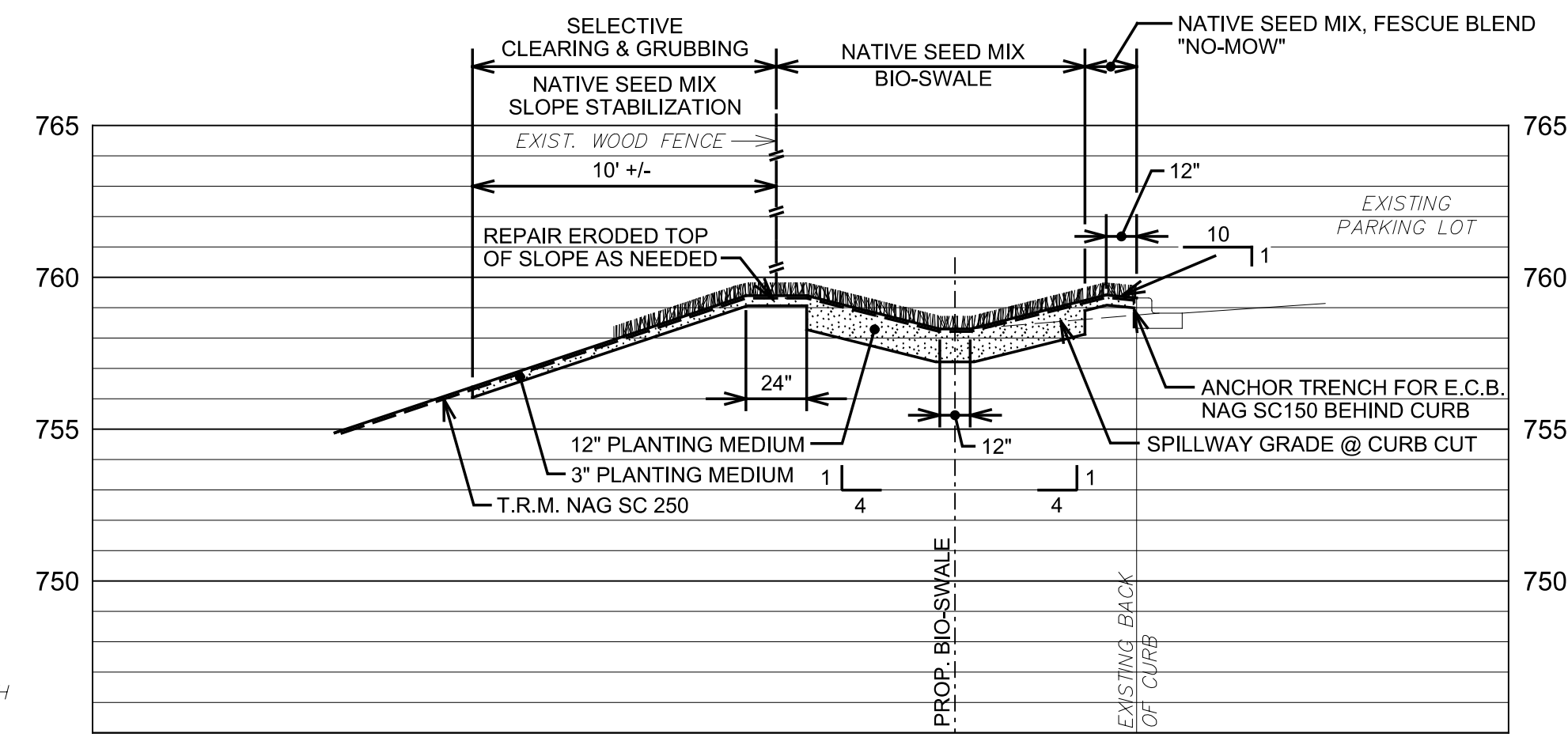
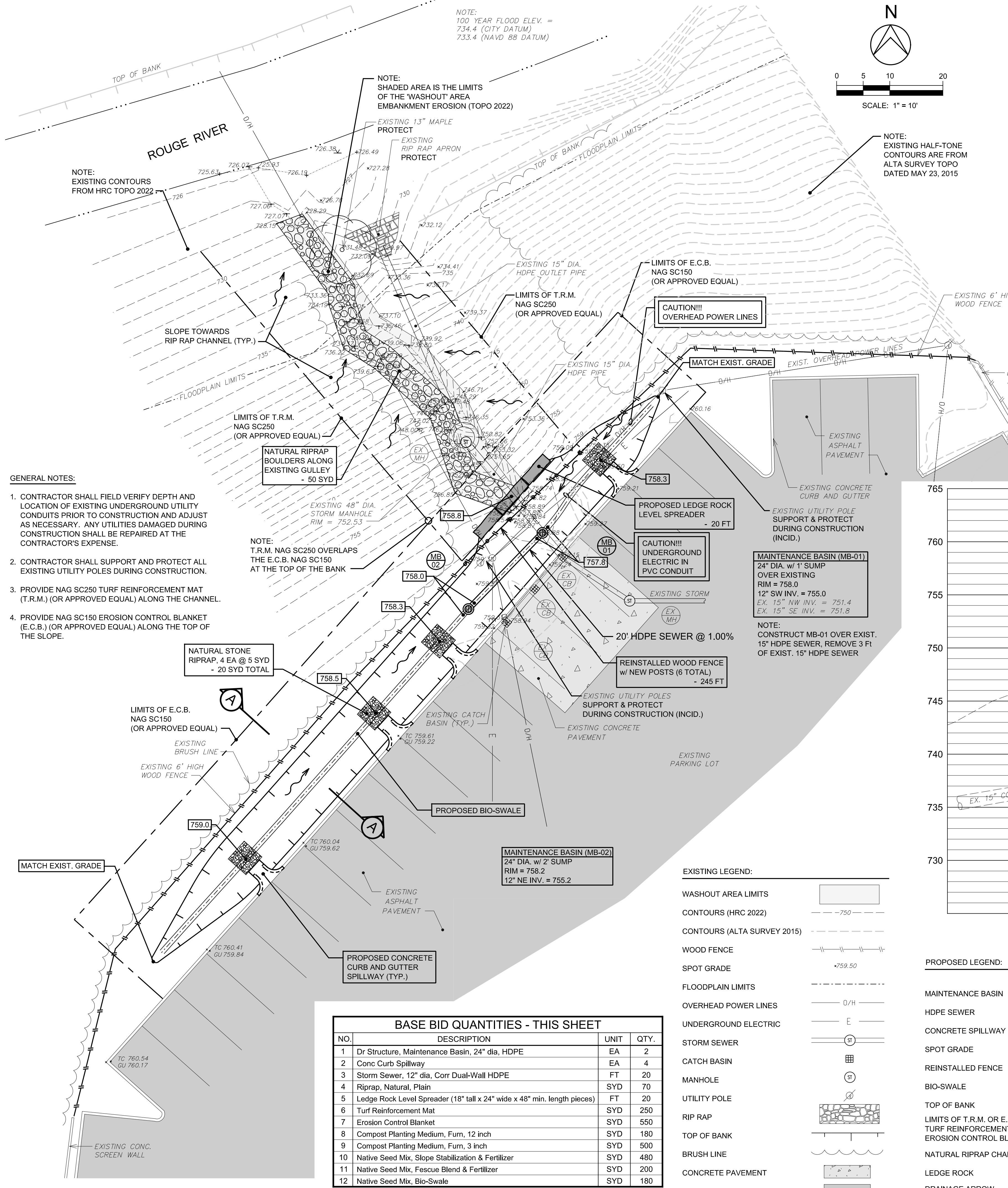
NOTICE:
 ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

01/20/2023 14:03 PM, TTT

07/01/2019 HRC/bi

VA:202201\20220180\C\1\Sheets\c-pr-plan_base_bld.dwg

HRC



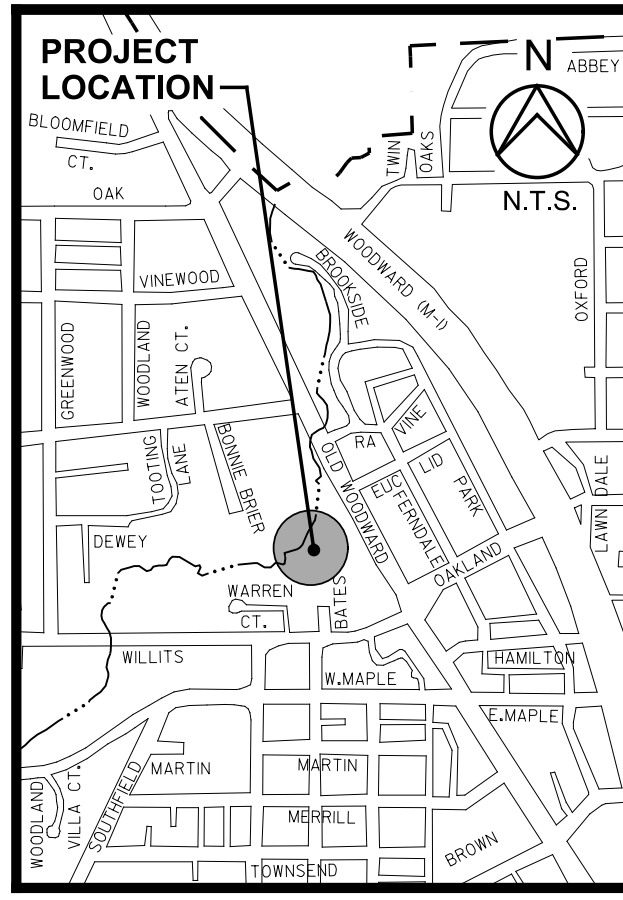
HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. 48303-0824

PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359

WEB SITE: <http://www.hrcengr.com>

DATE	ISSUED FOR / ADDITIONS / REVISIONS
01-20-2023	ISSUED FOR BIDS
01-10-2023	REVISED PER COMMENTS
11-30-2022	OWNER REVIEW
07-20-2022	HRC QA / QC REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	HRC
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	J.V.B.



CITY OF BIRMINGHAM

MUNICIPAL PARKING LOT No. 5 SLOPE STABILIZATION

CITY CONTRACT No. 4-23(S)

PART OF THE SW ¼ OF SECTION 25, T2N, R10E OAKLAND COUNTY MICHIGAN

CONSTRUCTION PLAN (BASE BID)

HRC JOB NO. 20220180 SCALE AS NOTED

DATE JULY 2022 SHEET NO. 04 OF

CALL MISS DIG 72 HOURS (3 WORKING DAYS) BEFORE YOU DIG 1-800-482-7171 or 811 (TOLL FREE)

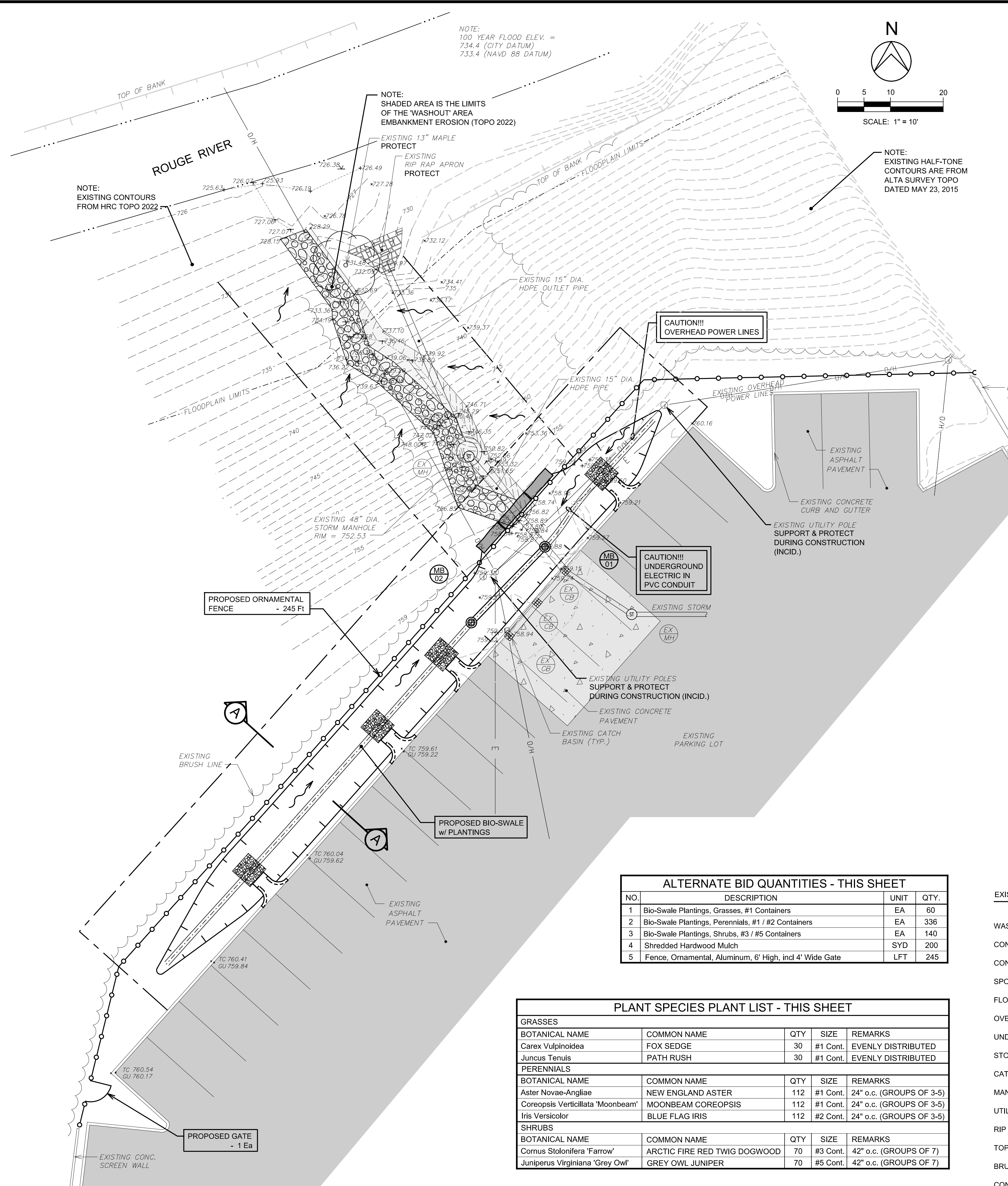
NOTICE: ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

01/20/2023 14:04 PM, TTT

07/01/2021 15:00:00

V:\2022\20220180\CV\Sheets\c:\pr-plan_011_bld.dgn

irc



GENERAL NOTES:

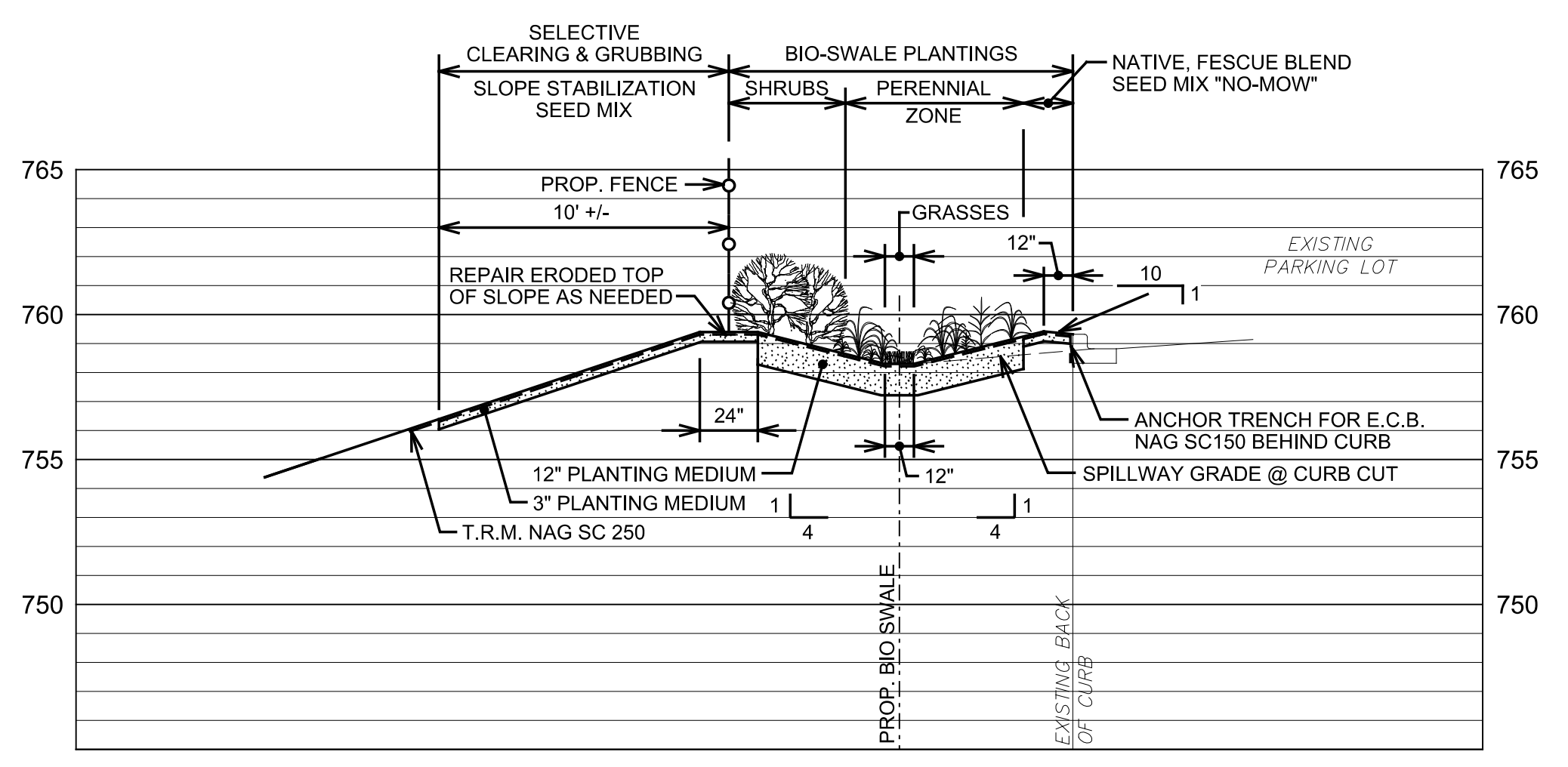
- SEE SHEET 04 FOR BASE BID CONSTRUCTION PLAN.
- CONTRACTOR SHALL FIELD VERIFY DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITY CONDUITS PRIOR TO CONSTRUCTION AND ADJUST AS NECESSARY. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL SUPPORT AND PROTECT ALL EXISTING UTILITY POLES DURING CONSTRUCTION.
- PROVIDE NAG SC250 TURF REINFORCEMENT MAT (T.R.M.) (OR APPROVED EQUAL) ALONG THE CHANNEL.
- PROVIDE NAG SC150 EROSION CONTROL BLANKET (E.C.B.) (OR APPROVED EQUAL) ALONG THE TOP OF THE SLOPE.

LANDSCAPE PLANTING NOTES:

- THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS INDICATED ON THE PLANS.
- THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS IN THE FIELD. REPORT ANY DISCREPANCIES TO THE OWNER / ENGINEER PRIOR TO COMMENCING PLANTING.
- ALL PLANTS SHALL BE APPROVED BY THE OWNER / ENGINEER PRIOR TO THEIR INSTALLATION AT THE SITE.
- THE CONTRACTOR SHALL LAYOUT SHRUB LOCATIONS IN THE FIELD AND OBTAIN APPROVAL OF THE OWNER / ENGINEER BEFORE STARTING PLANTING INSTALLATION.
- ALL EXISTING PLANT MATERIAL SHOWN ON THE PLANS ARE TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.
- THE CONTRACTOR SHALL LEAVE THE SITE CLEAN AND ORDERLY DURING THE CONSTRUCTION PROCESS. REMOVE FROM SITE ALL EXCESS MATERIALS, SOIL, DEBRIS AND EQUIPMENT. STORE MATERIALS IN AN APPROVED LOCATION.
- INSTALL 4 INCHES OF HARDWOOD BARK MULCH IN ALL SHRUB BEDS.
- SEE SHEET 06 FOR LANDSCAPE DETAILS.

BIO-SWALE PLANTING NOTES:

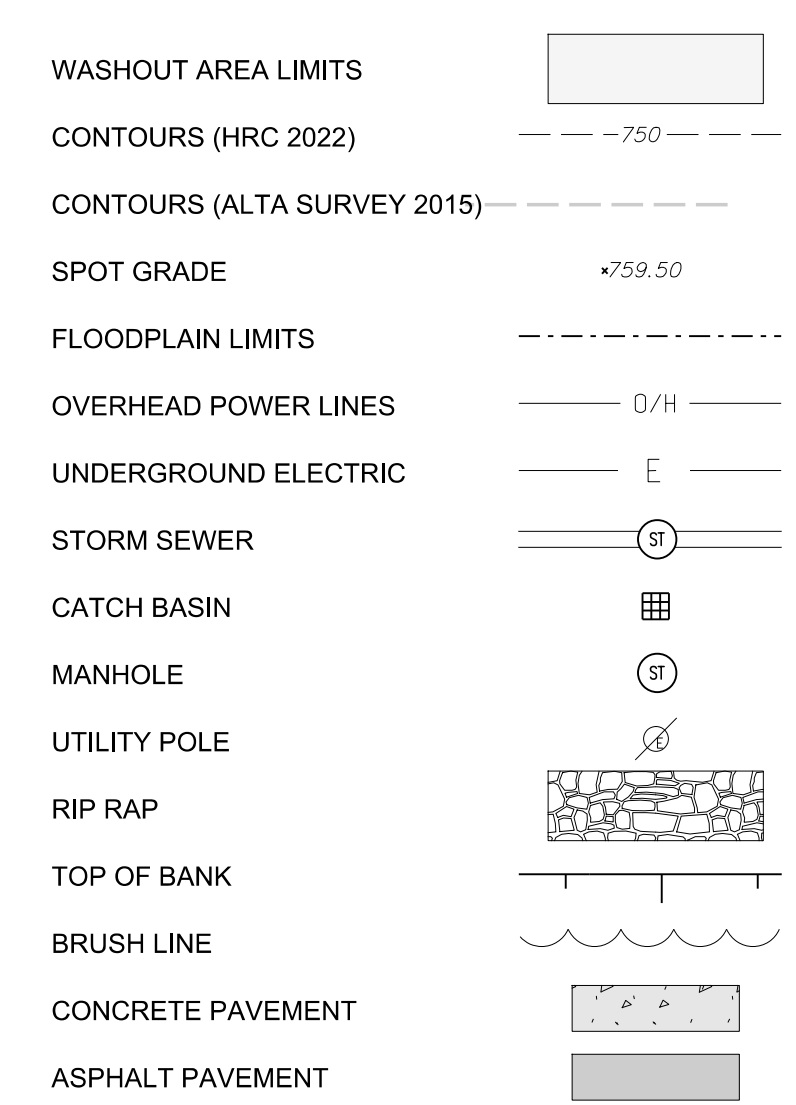
- PLANT GRASSES ALONG THE BOTTOM OF THE BIO-SWALE.
- PLANT PERENNIALS ALONG THE SIDE SLOPES OF THE BIO-SWALE.
- PLANT SHRUBS IN ALTERNATE GROUPS OF 7 (2 ROWS STAGGERED) ALONG THE ENTIRE LENGTH OF THE PROPOSED FENCE LINE.



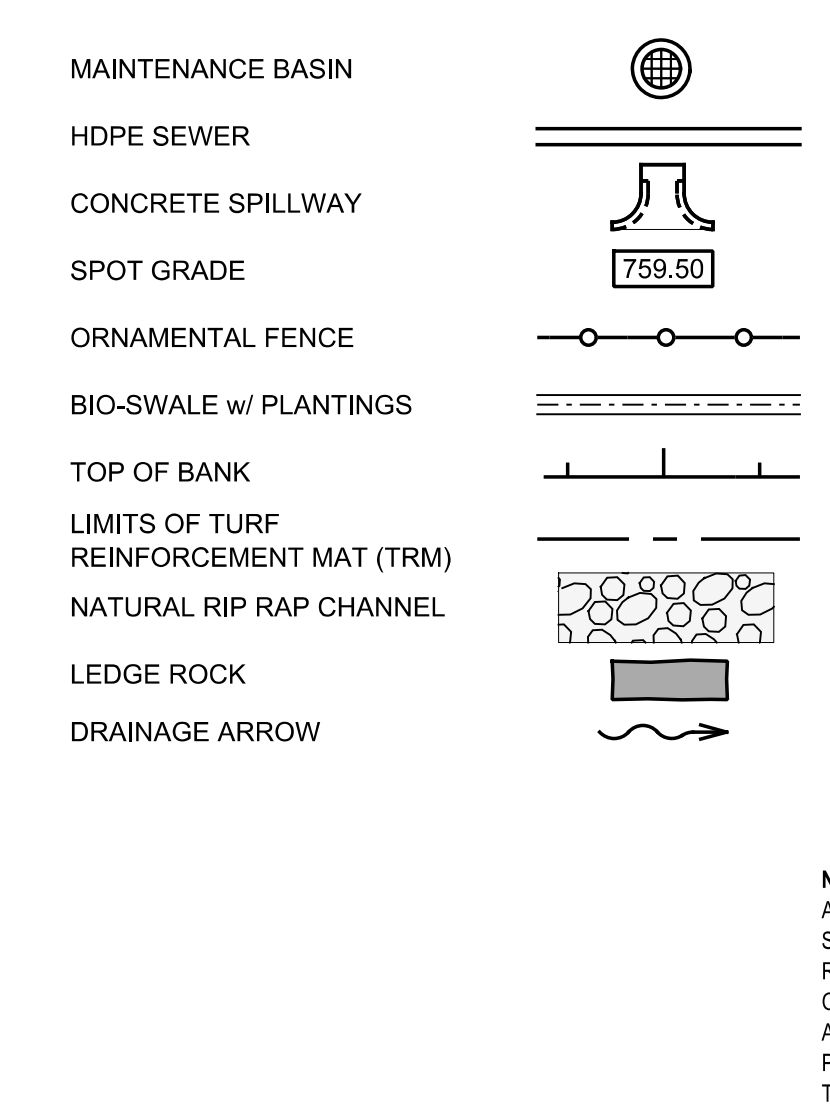
ALTERNATE BID QUANTITIES - THIS SHEET				
NO.	DESCRIPTION	UNIT	QTY.	
1	Bio-Swale Plantings, Grasses, #1 Containers	EA	60	
2	Bio-Swale Plantings, Perennials, #1 / #2 Containers	EA	336	
3	Bio-Swale Plantings, Shrubs, #3 / #5 Containers	EA	140	
4	Shredded Hardwood Mulch	SYD	200	
5	Fence, Ornamental, Aluminum, 6' High, incl 4' Wide Gate	LFT	245	

PLANT SPECIES PLANT LIST - THIS SHEET				
GRASSES				
BOTANICAL NAME	COMMON NAME	QTY	SIZE	REMARKS
Carex Vulpinoidea	FOX SEDGE	30	#1 Cont.	EVENLY DISTRIBUTED
Juncus Tenuis	PATH RUSH	30	#1 Cont.	EVENLY DISTRIBUTED
PERENNIALS				
BOTANICAL NAME	COMMON NAME	QTY	SIZE	REMARKS
Aster Novae-Angliae	NEW ENGLAND ASTER	112	#1 Cont.	24" o.c. (GROUPS OF 3-5)
Coreopsis Verticillata 'Moonbeam'	MOONBEAM COREOPSIS	112	#1 Cont.	24" o.c. (GROUPS OF 3-5)
Iris Versicolor	BLUE FLAG IRIS	112	#2 Cont.	24" o.c. (GROUPS OF 3-5)
SHRUBS				
BOTANICAL NAME	COMMON NAME	QTY	SIZE	REMARKS
Cornus Stolonifera 'Farrow'	ARCTIC FIRE RED TWIG DOGWOOD	70	#3 Cont.	42" o.c. (GROUPS OF 7)
Juniperus Virginiana 'Grey Owl'	GREY OWL JUNIPER	70	#5 Cont.	42" o.c. (GROUPS OF 7)

EXISTING LEGEND:



PROPOSED LEGEND:



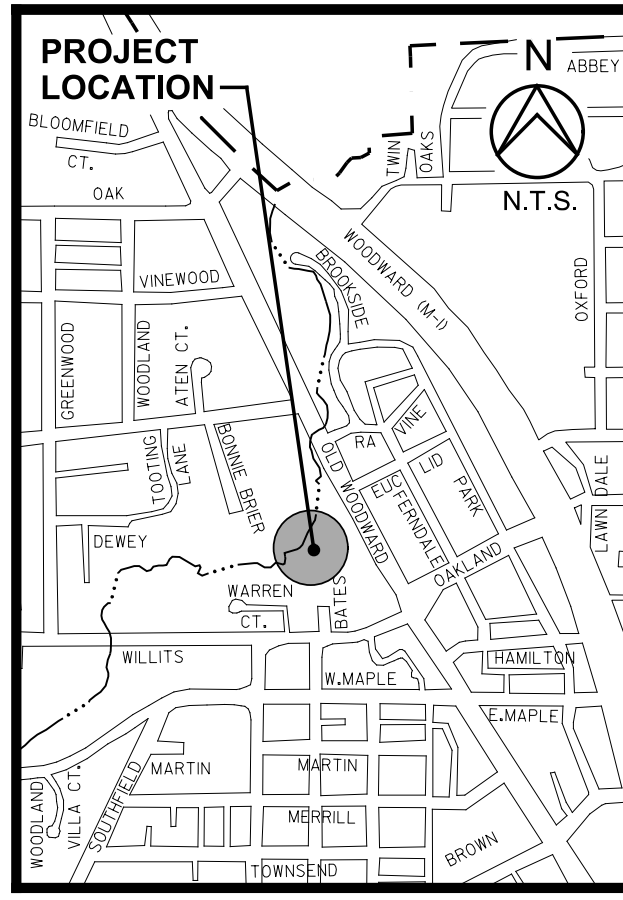
CALL MISS DIG 72 HOURS BEFORE YOU DIG 1-800-482-7171 or 811 (TOLL FREE)

NOTICE: ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303-0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>

DATE	ISSUED FOR / ADDITIONS / REVISIONS
01-20-2023	ISSUED FOR BIDS
01-10-2023	REVISED PER COMMENTS
11-30-2022	OWNER REVIEW
07-20-2022	HRC QA / QC REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	HRC
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	J.V.B.



CITY OF BIRMINGHAM
MUNICIPAL PARKING LOT No. 5 SLOPE STABILIZATION
CITY CONTRACT No. 4-23(S)
PART OF THE SW ¼ OF SECTION 25, T2N, R10E OAKLAND COUNTY MICHIGAN
CONSTRUCTION PLAN (ALTERNATE BID)

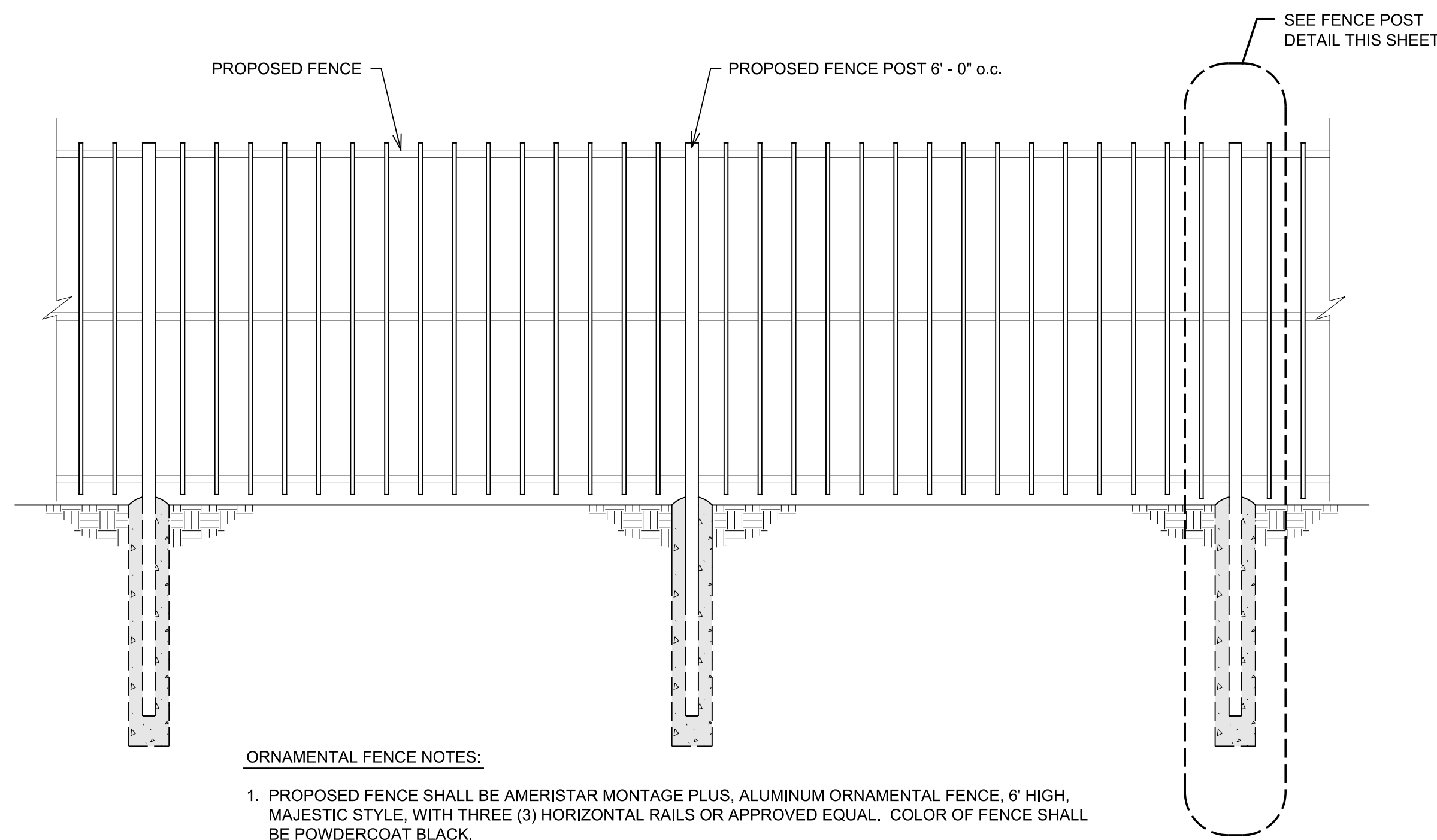
HRC JOB NO. 20220180	SCALE AS NOTED
DATE JULY 2022	SHEET NO. 04A OF

01/20/2023 14:05 PM, TTTT

07/01/2018 HRC, Inc.

V:\2022\20220180\CV\Sheets\000_03.dwg

Proc

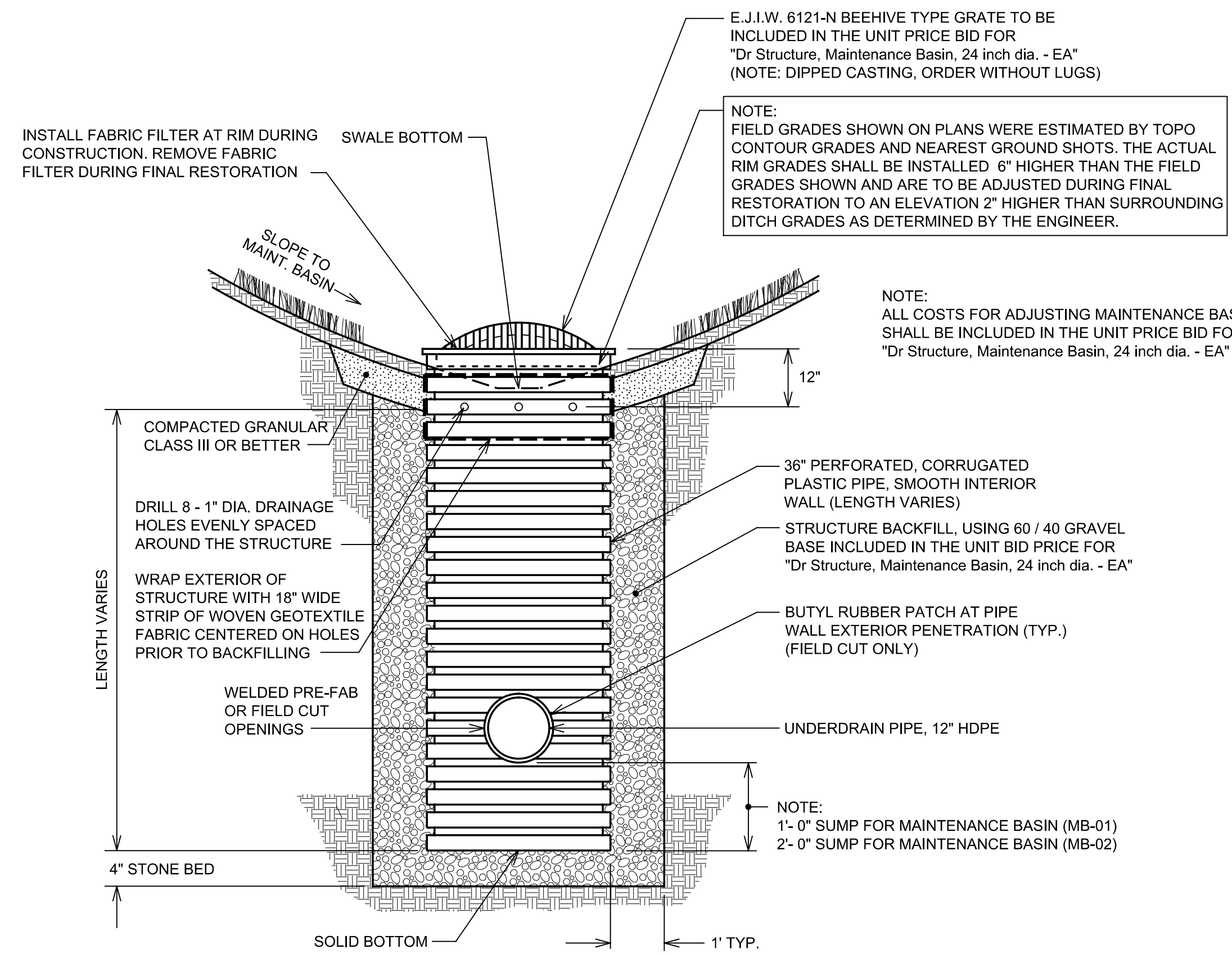


ORNAMENTAL FENCE NOTES:

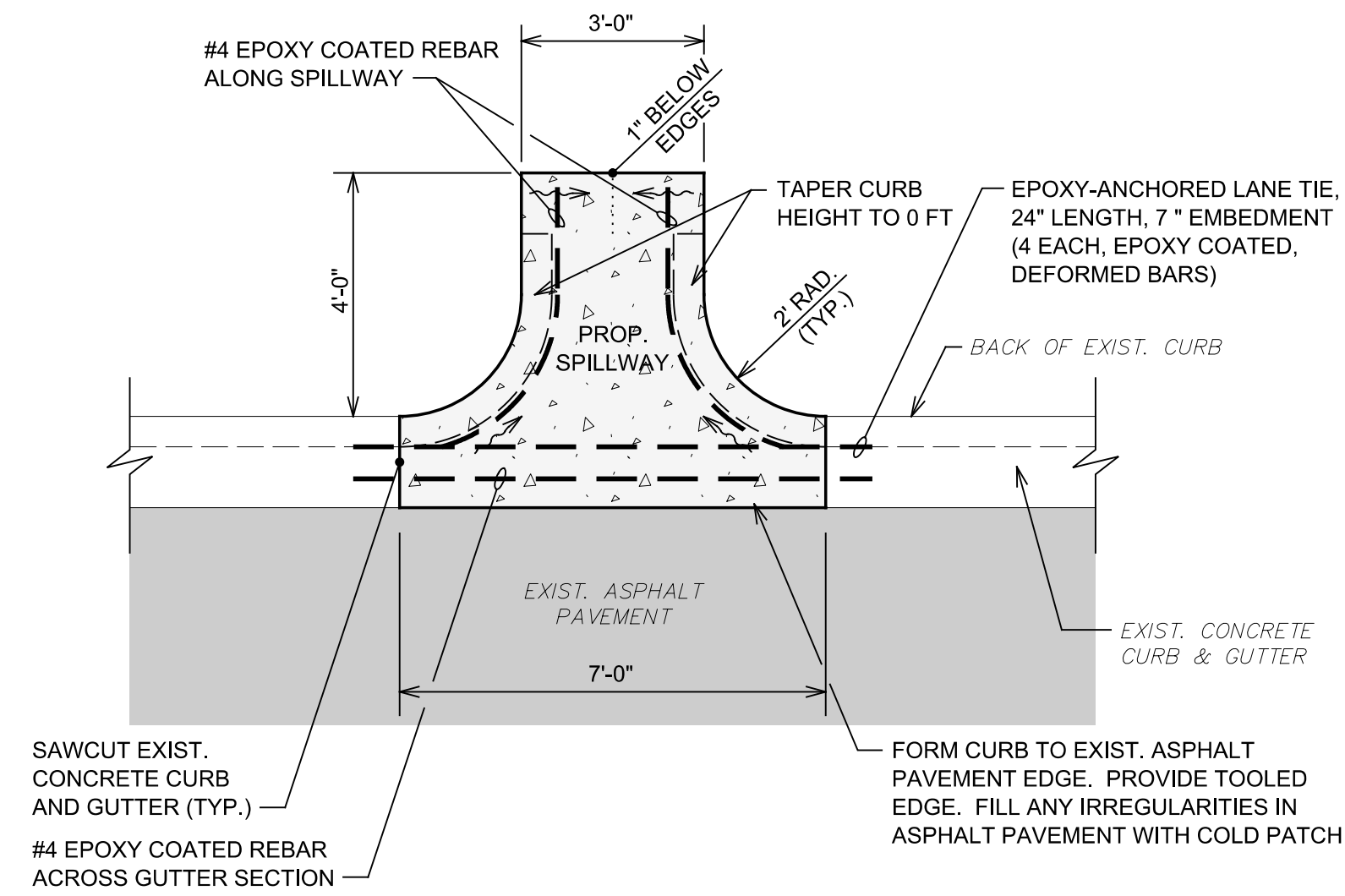
1. PROPOSED FENCE SHALL BE AMERISTAR MONTAGE PLUS, ALUMINUM ORNAMENTAL FENCE, 6' HIGH, MAJESTIC STYLE, WITH THREE (3) HORIZONTAL RAILS OR APPROVED EQUAL. COLOR OF FENCE SHALL BE POWDERCOAT BLACK.
2. PICKETS FOR FENCE SHALL BE .75" Sq. x 18 Ga., RAILS 1.5" x 1.5" x 14 Ga., POSTS 2.5" Sq. x 16 Ga.
3. ALL POSTS SHALL BE SET IN A 8" DIA. x 42" (MIN.) DEEP CONCRETE POST FOOTING (SEE DETAIL THIS SHEET)
4. ALL COSTS ASSOCIATED FOR INSTALLATION OF THE ORNAMENTAL FENCE ARE INCLUDED IN THE UNIT PRICE BID FOR "Fence, Ornamental, Aluminum, 6' High, incl. 4' Wide Gate - LFT".
5. FENCE SHOWN IS FOR GRAPHICAL PURPOSES ONLY.

ORNAMENTAL FENCE DETAIL - ALTERNATE BID
NO SCALE

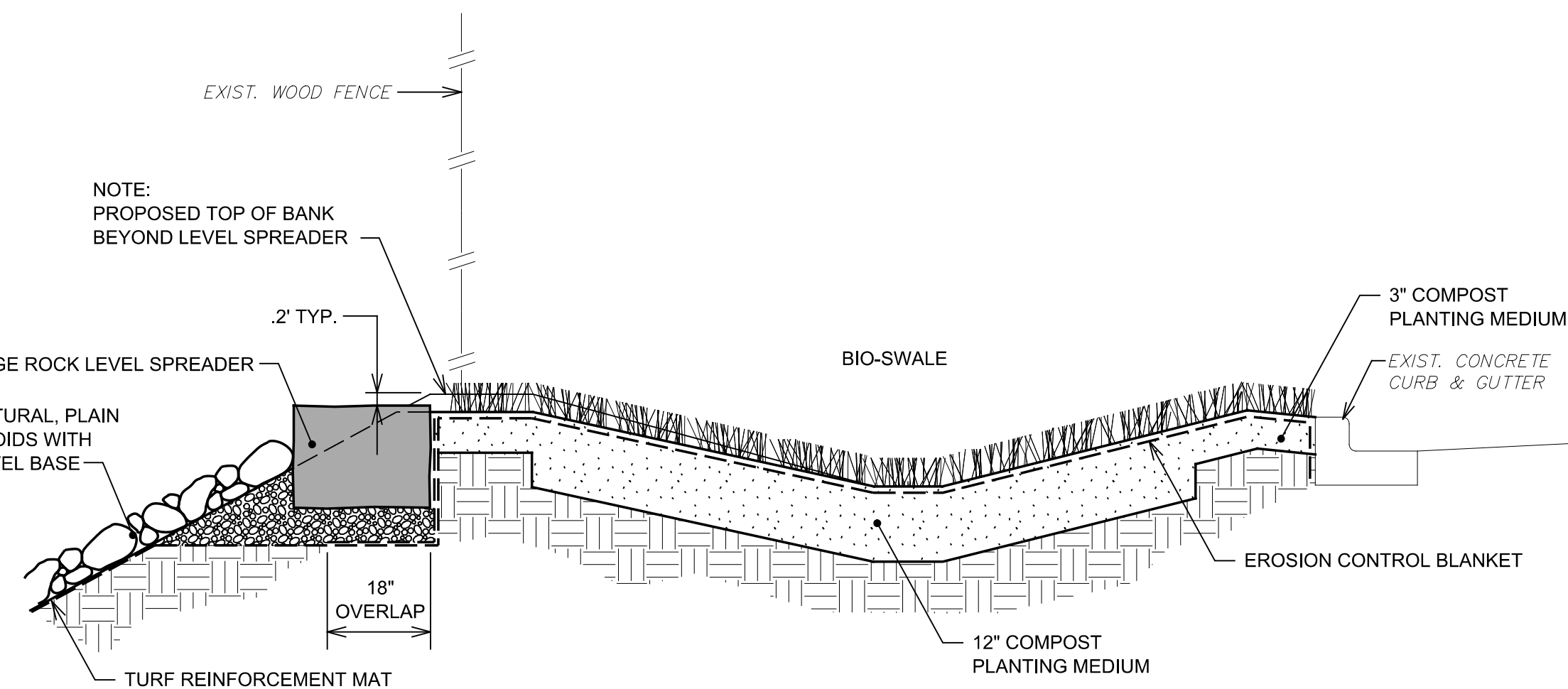
FENCE POST DETAIL - ALTERNATE BID
NO SCALE



MAINTENANCE BASIN DETAIL (M.B.)
NO SCALE



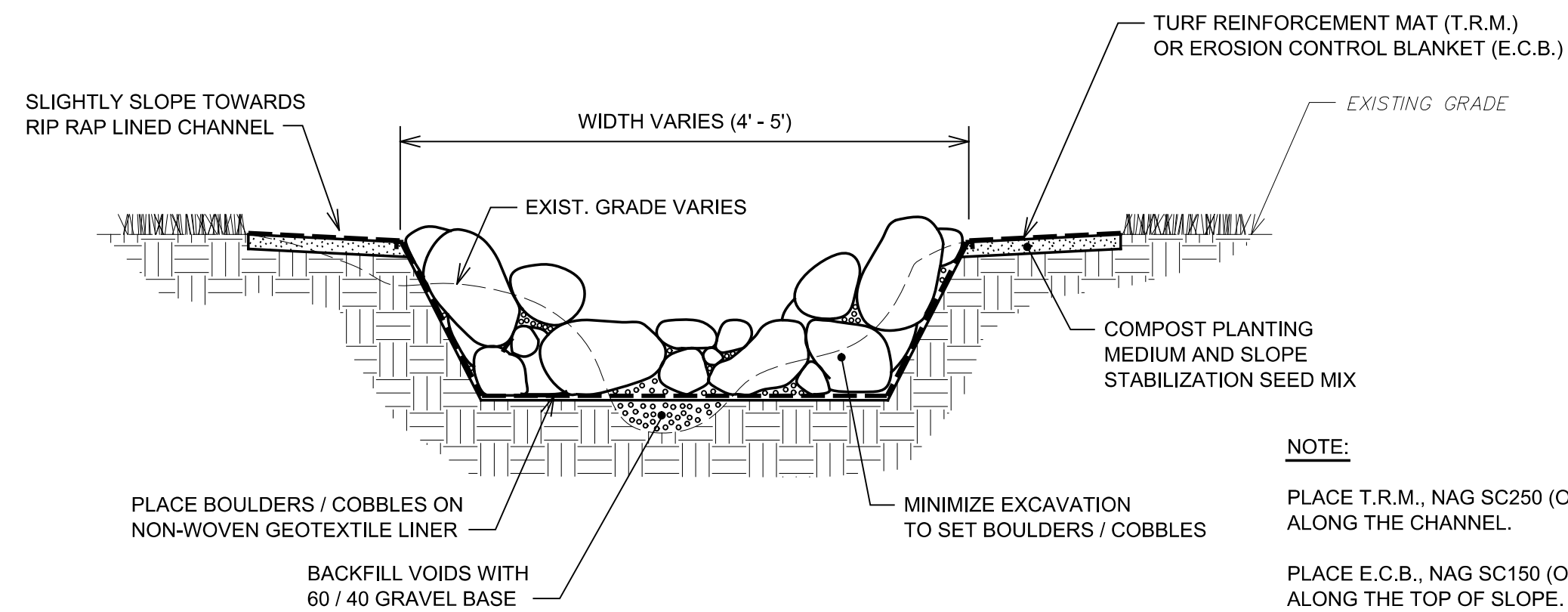
CONCRETE SPILLWAY w/ CURB AND GUTTER
NO SCALE



NOTES:

1. ALL LEDGE ROCK SHALL BE 18" THICK x 24" WIDE x 48" (MIN.) LONG
2. INSTALL LEDGE ROCK AT A 6° ANGLE TO GRADE.
3. PLACE LEDGE ROCK ON 6" OF 60 / 40 GRAVEL BASE.

LEDGE ROCK LEVEL SPREADER DETAIL (TYP.)
NO SCALE



TYPICAL SECTION THROUGH CHANNEL
NO SCALE

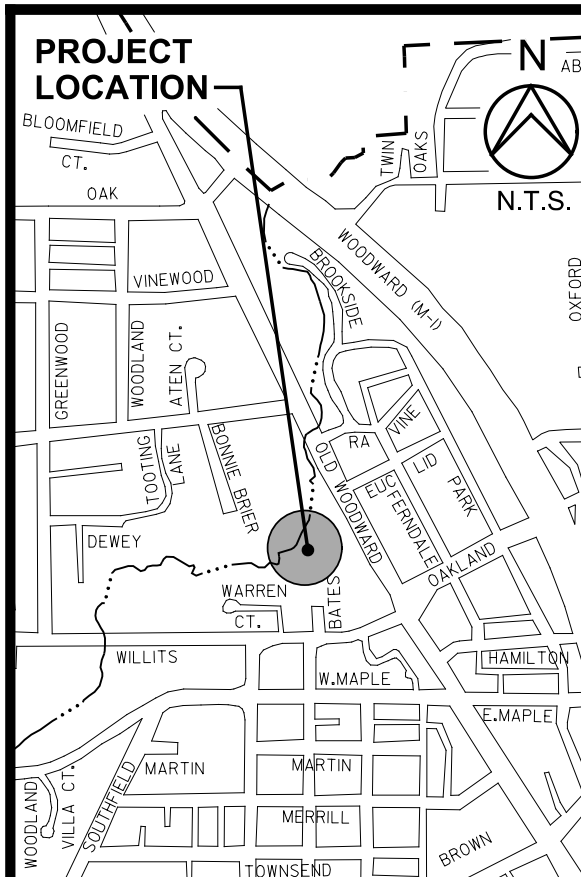
NOTE:

- PLACE T.R.M., NAG SC250 (OR APPROVED EQUAL) ALONG THE CHANNEL.
- PLACE E.C.B., NAG SC150 (OR APPROVED EQUAL) ALONG THE TOP OF SLOPE.



HRC
HUBBELL, ROTH & CLARK, INC
 CONSULTING ENGINEERS SINCE 1915
 555 HULET DRIVE P.O. BOX 824
 BLOOMFIELD HILLS, MICH. 48303-0824
 PHONE: (248) 454-6300
 FAX (1st Floor): (248) 454-6312
 FAX (2nd Floor): (248) 454-6359
 WEB SITE: <http://www.hrcengr.com>

01-20-2023	ISSUED FOR BIDS
01-10-2023	REVISED PER COMMENTS
11-30-2022	OWNER REVIEW
07-20-2022	HRC QA / QC REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	HRC
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	J.V.B.



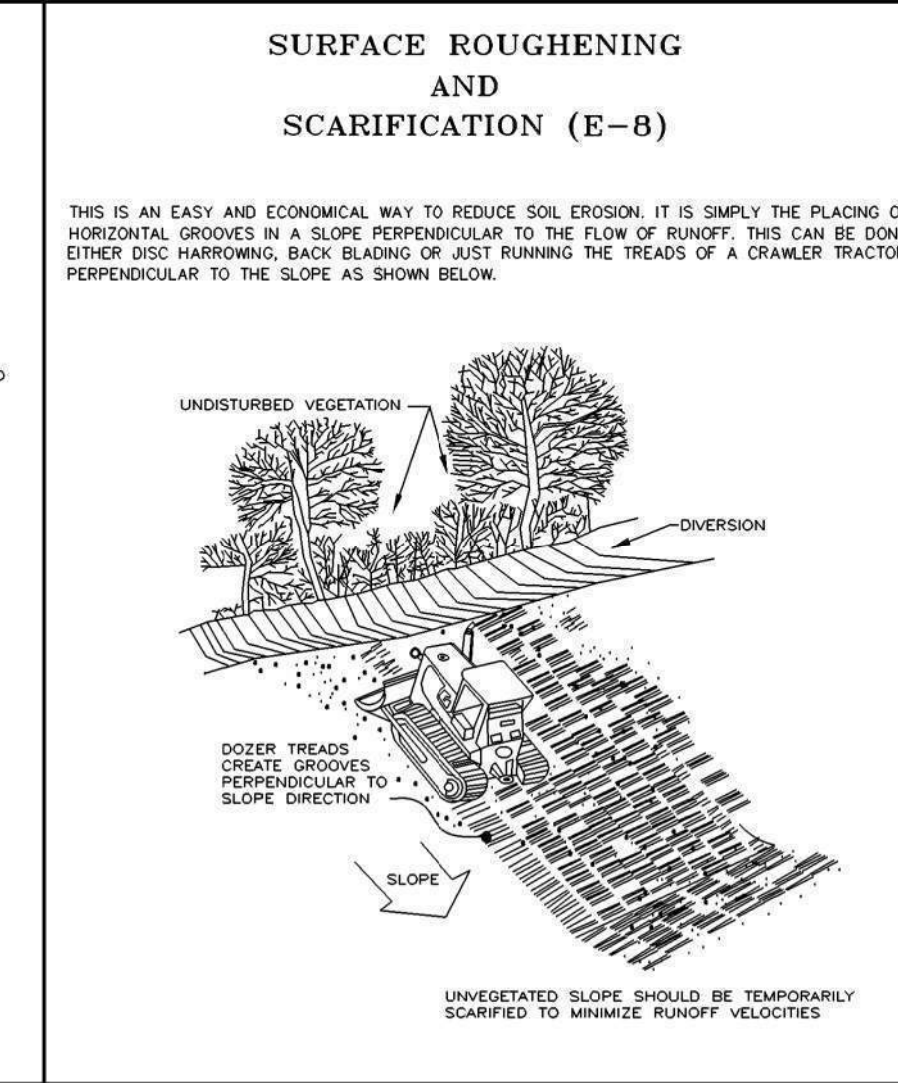
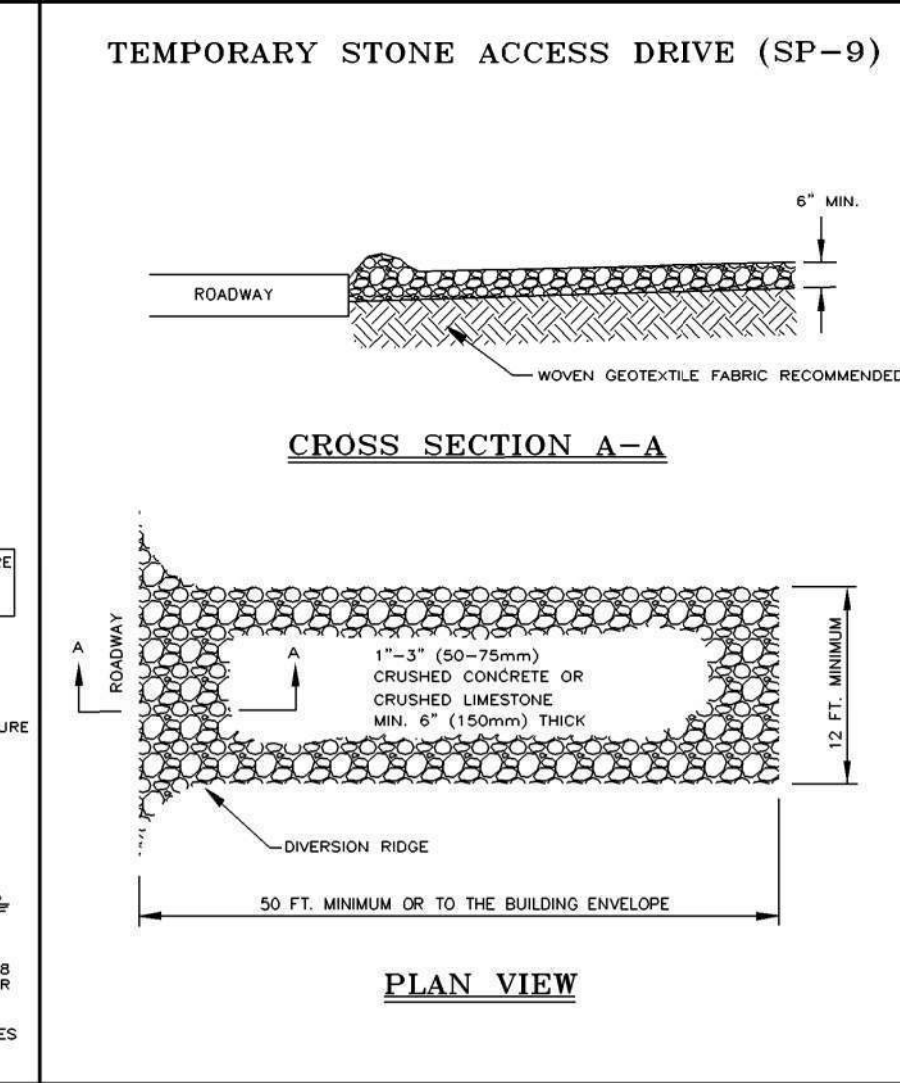
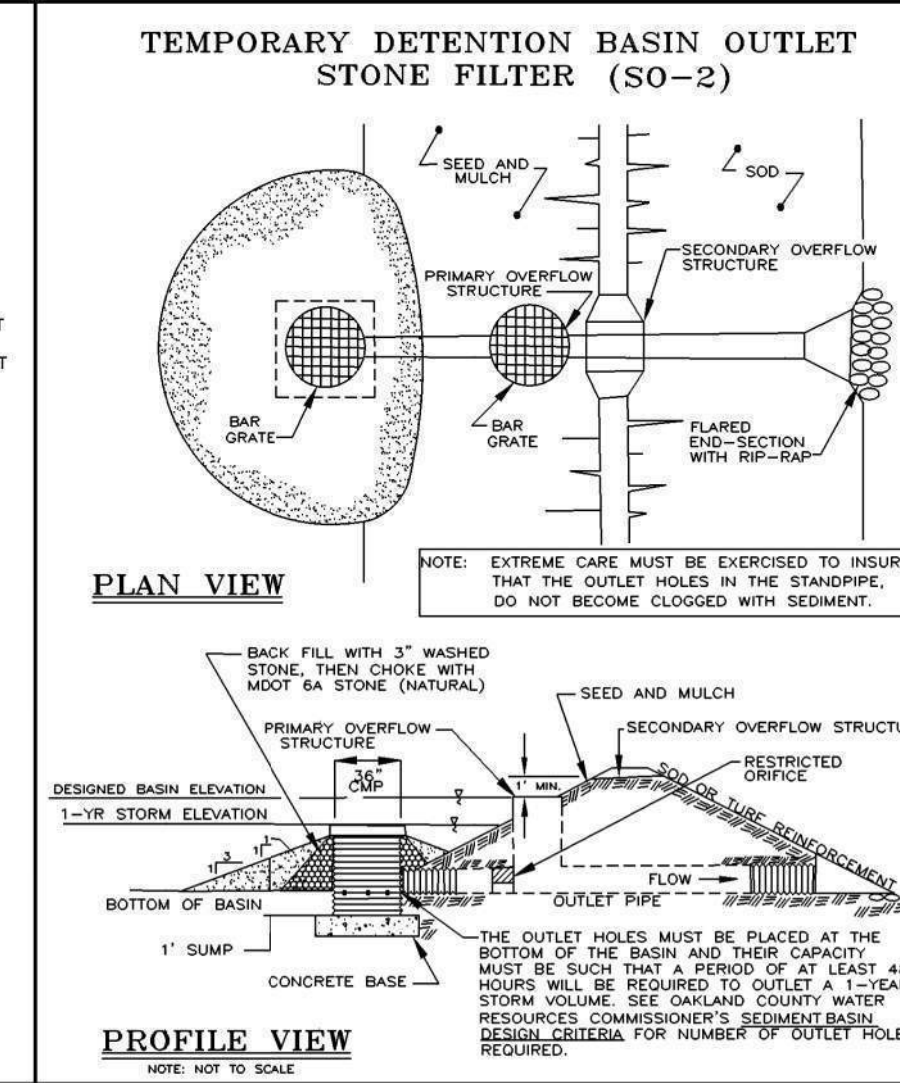
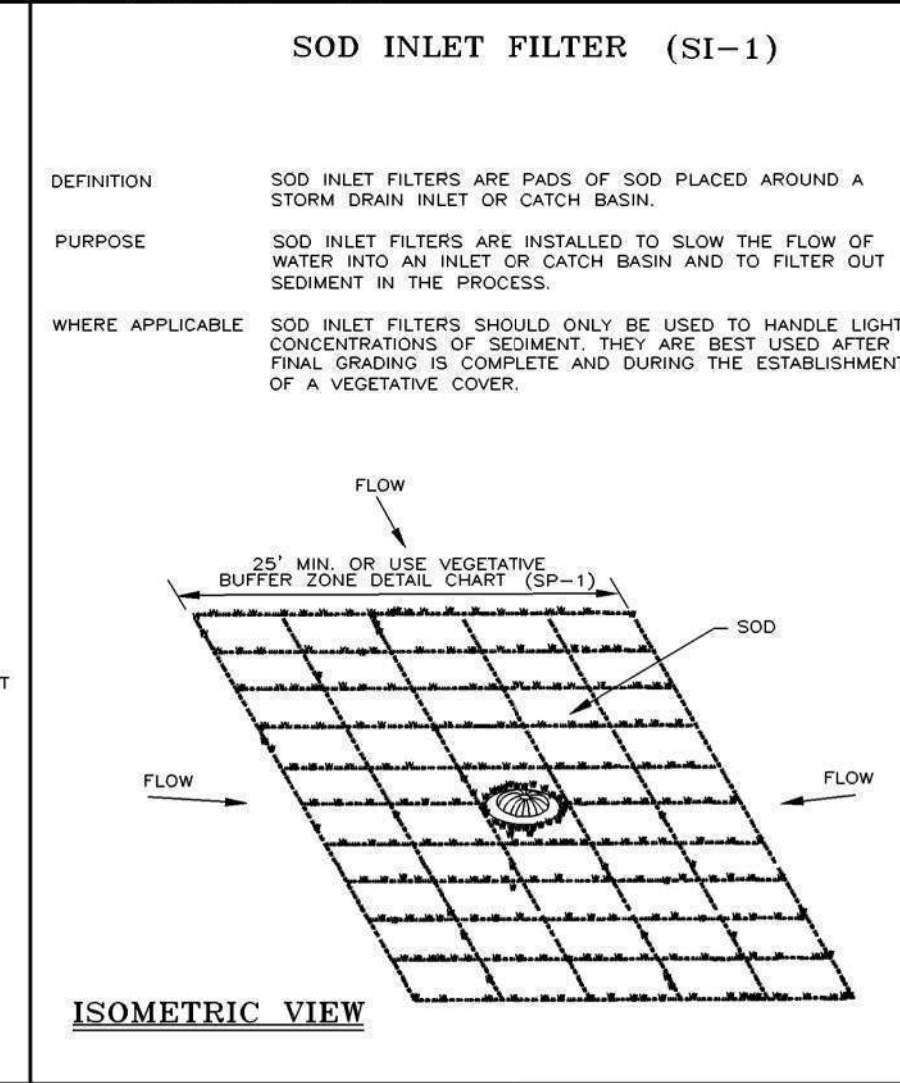
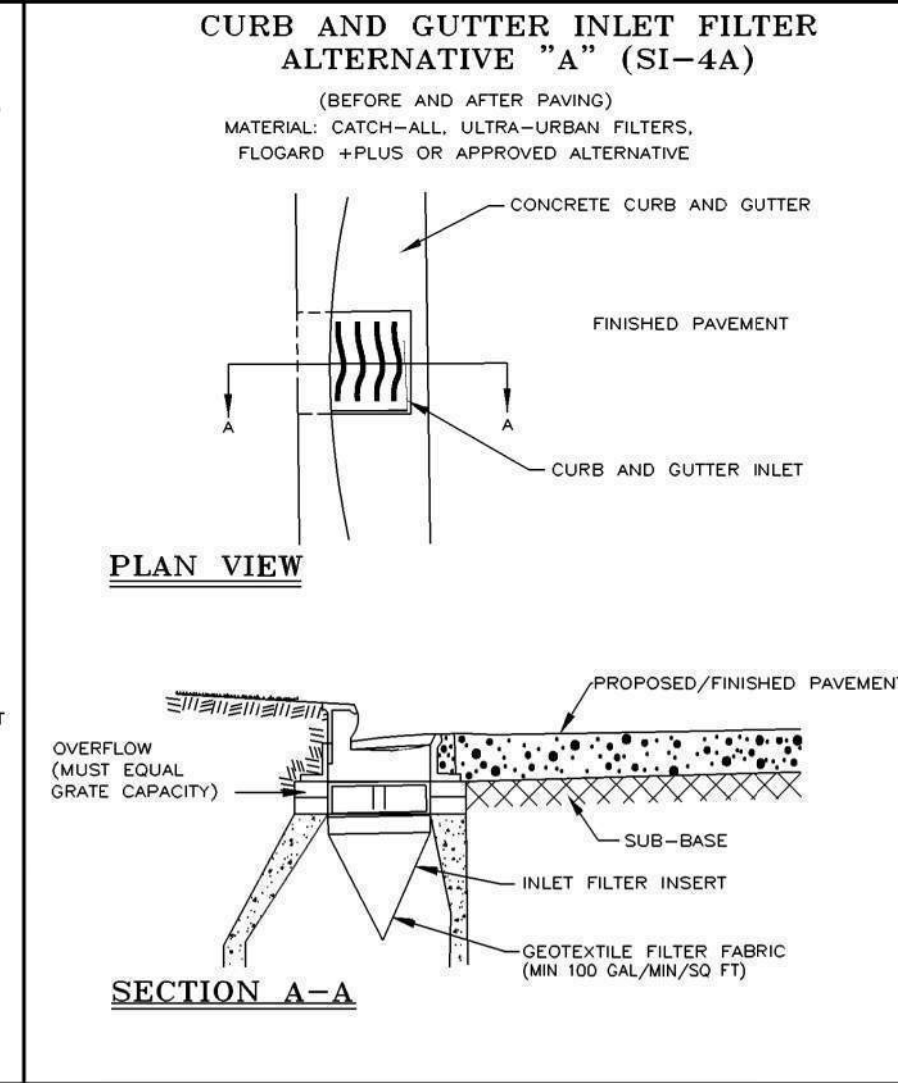
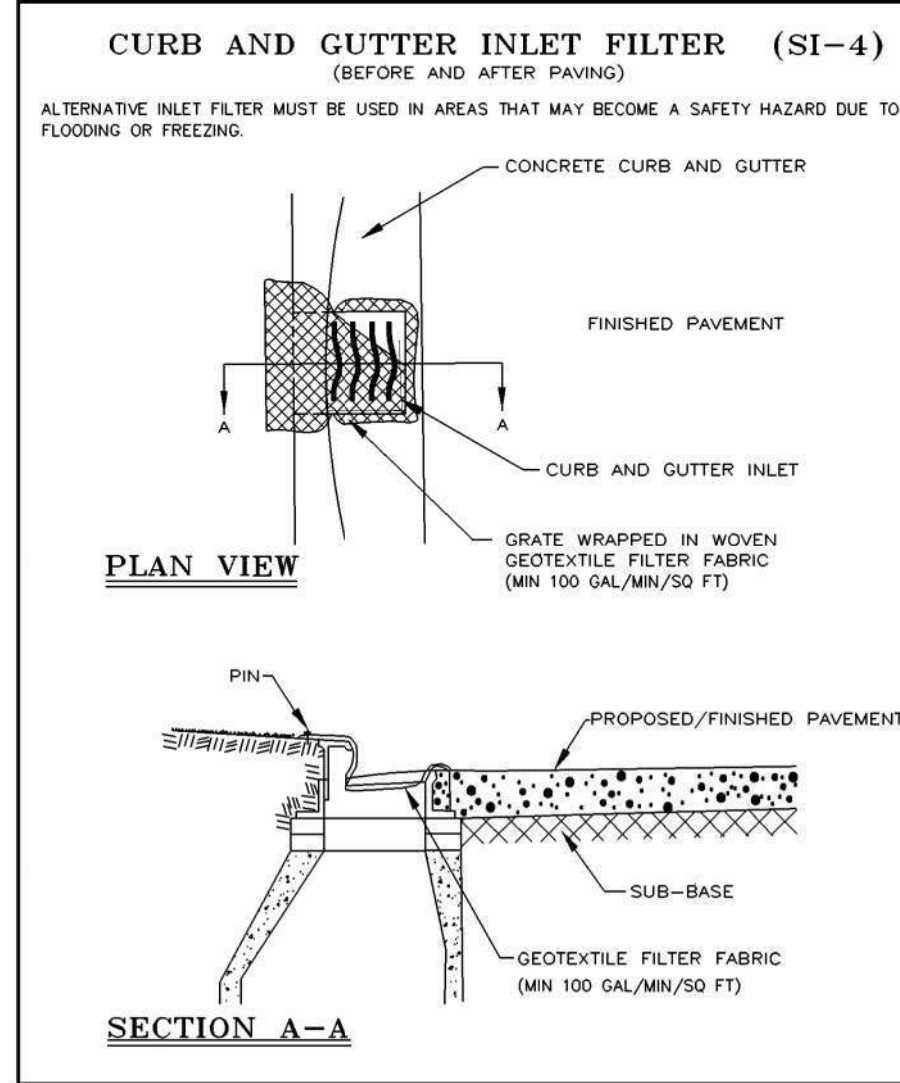
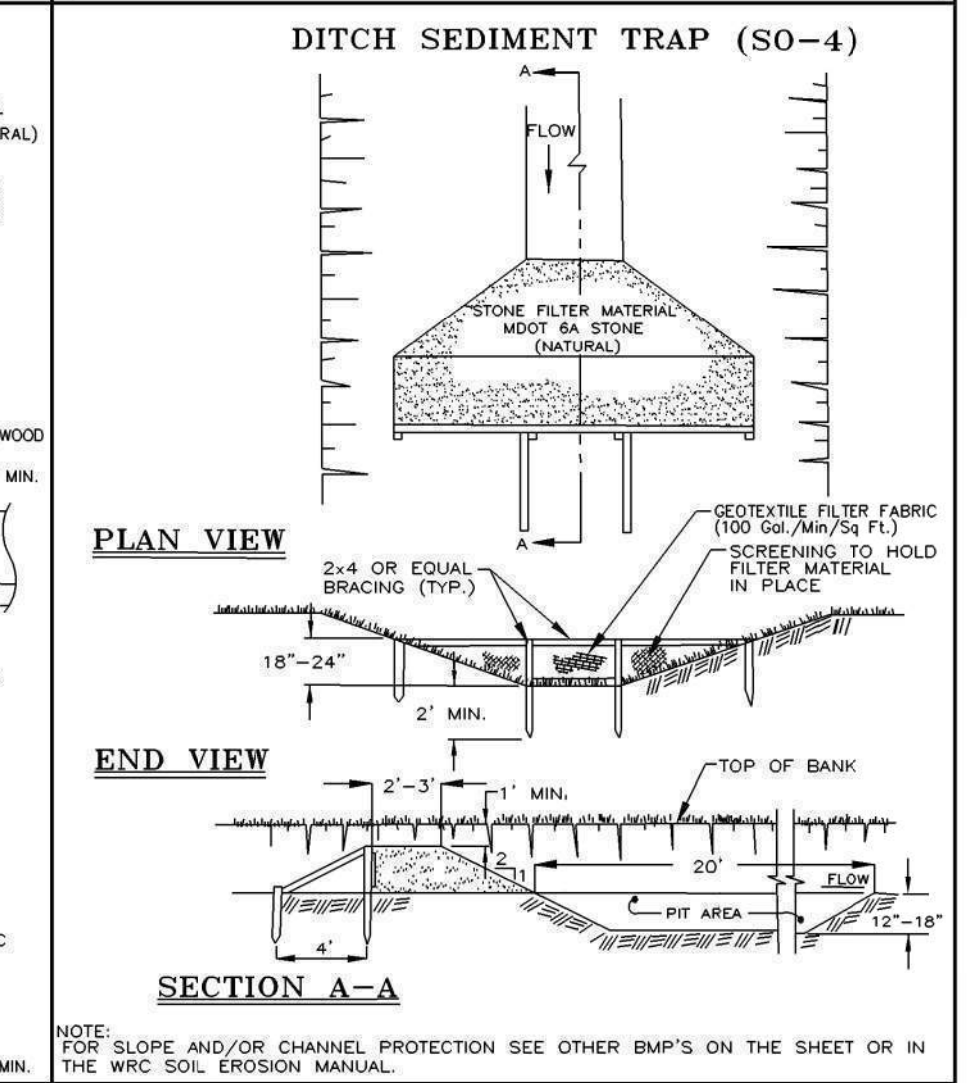
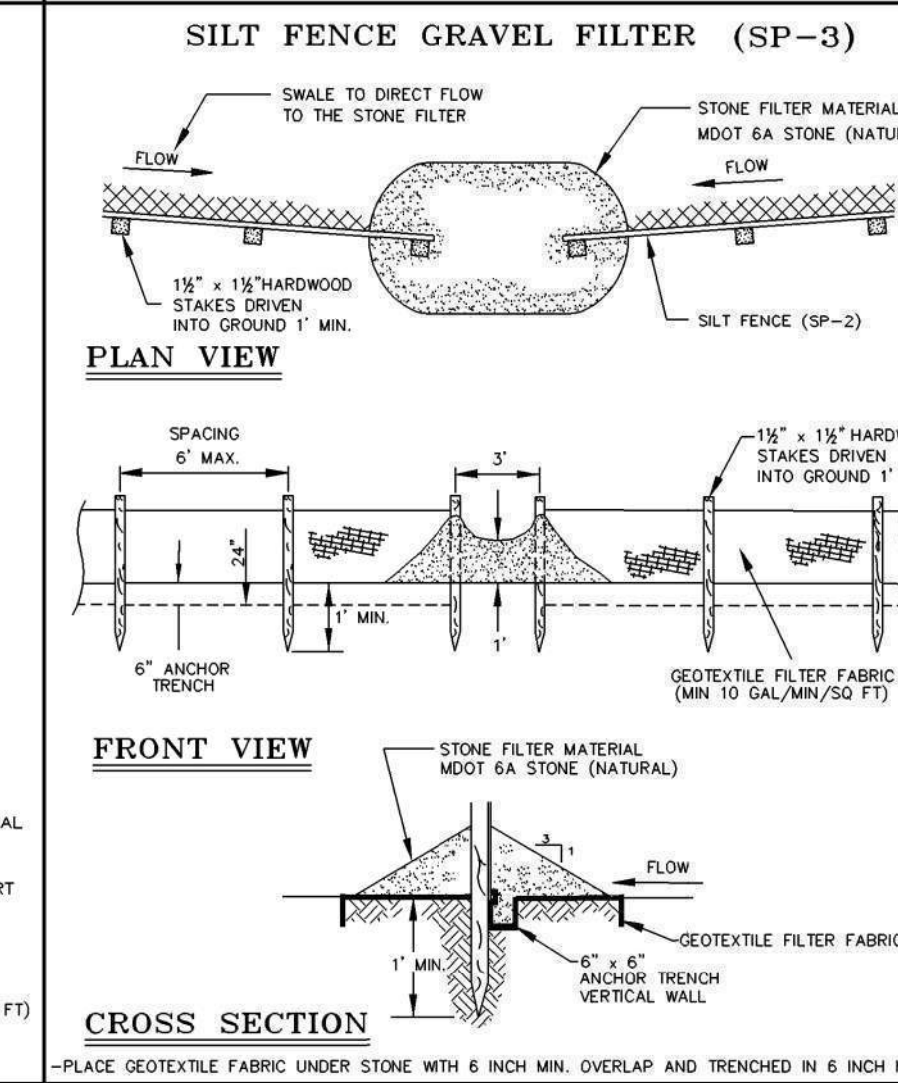
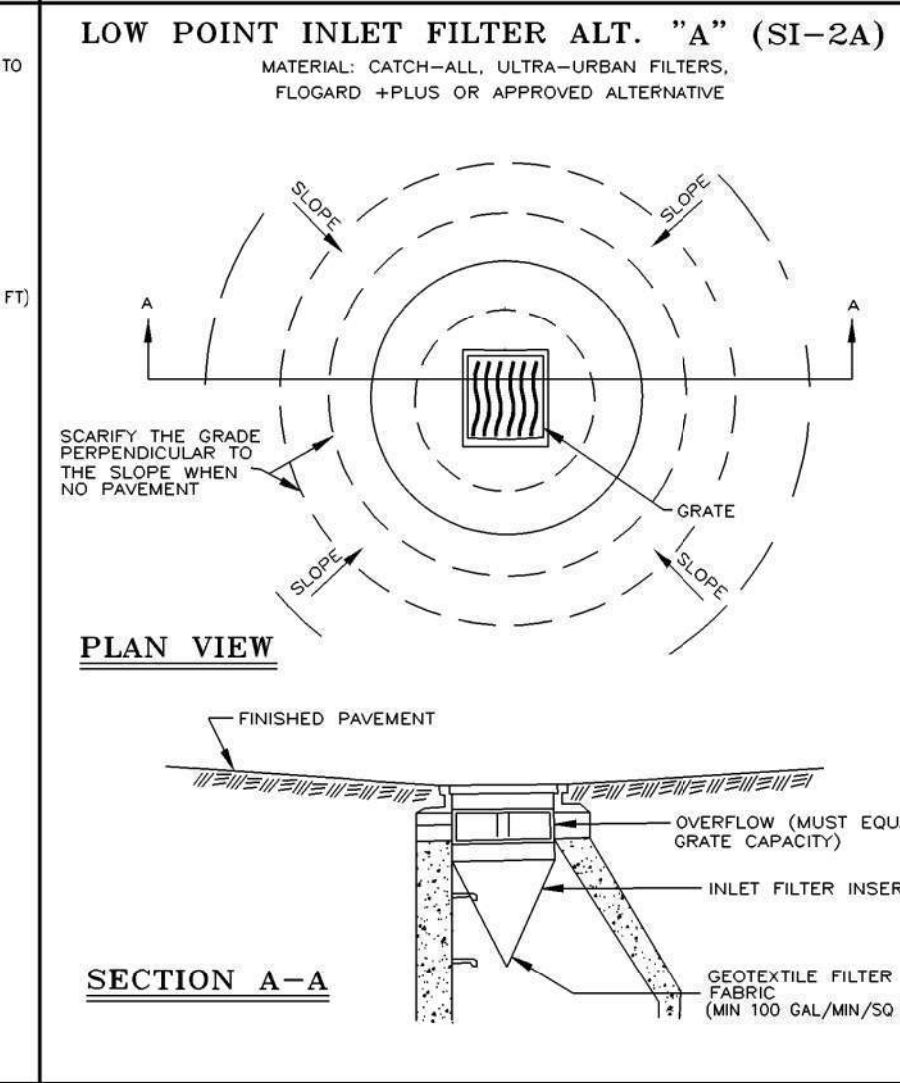
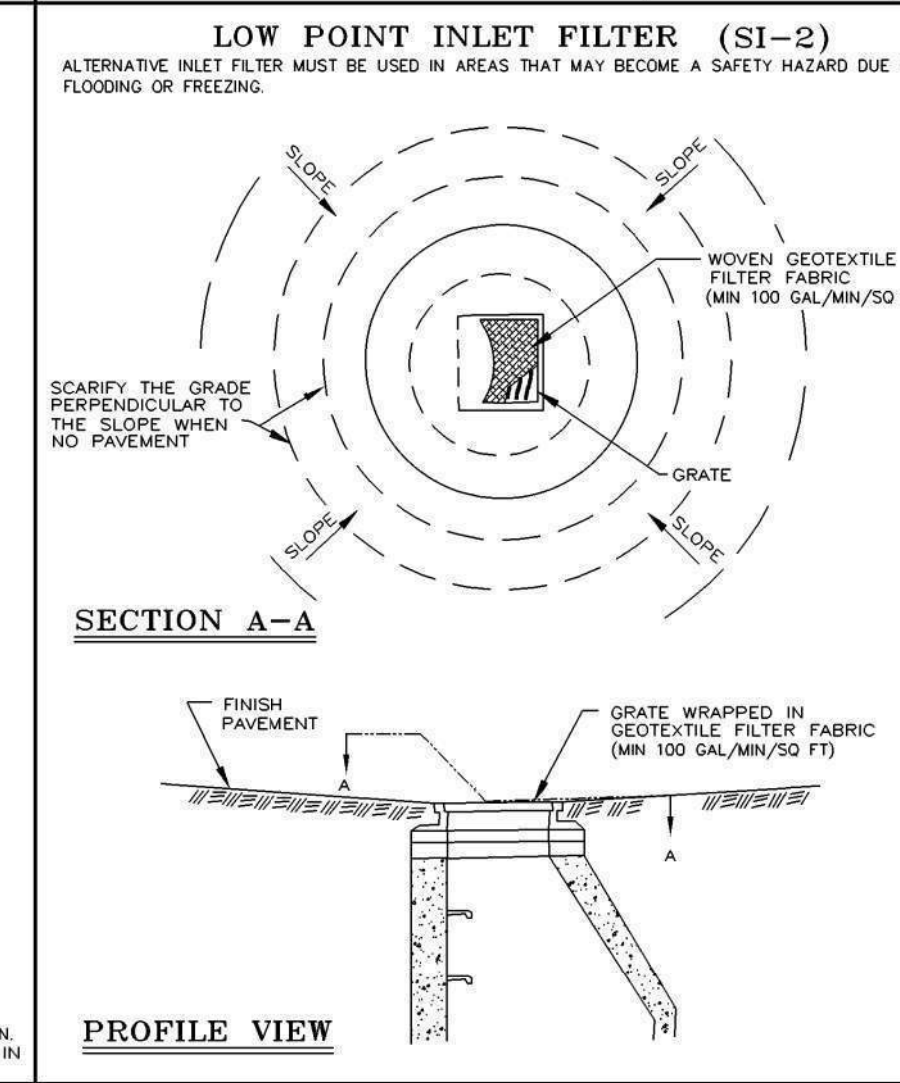
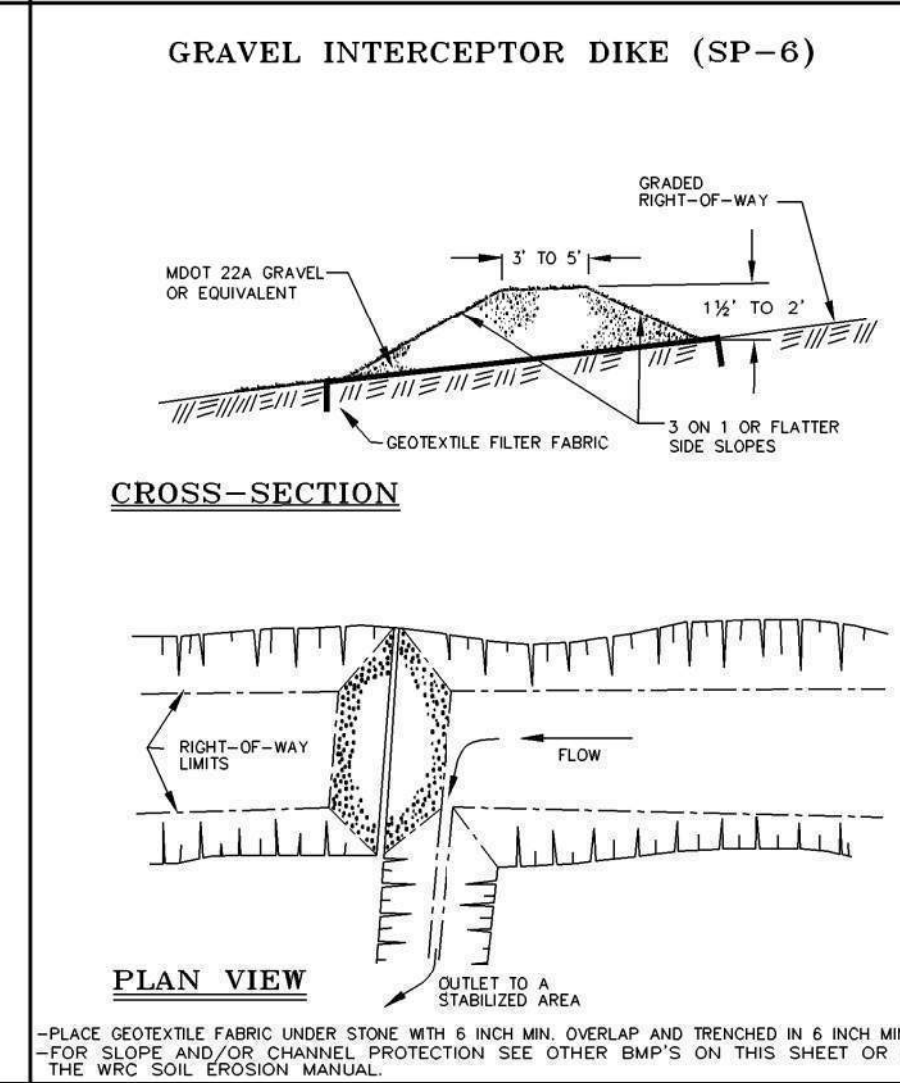
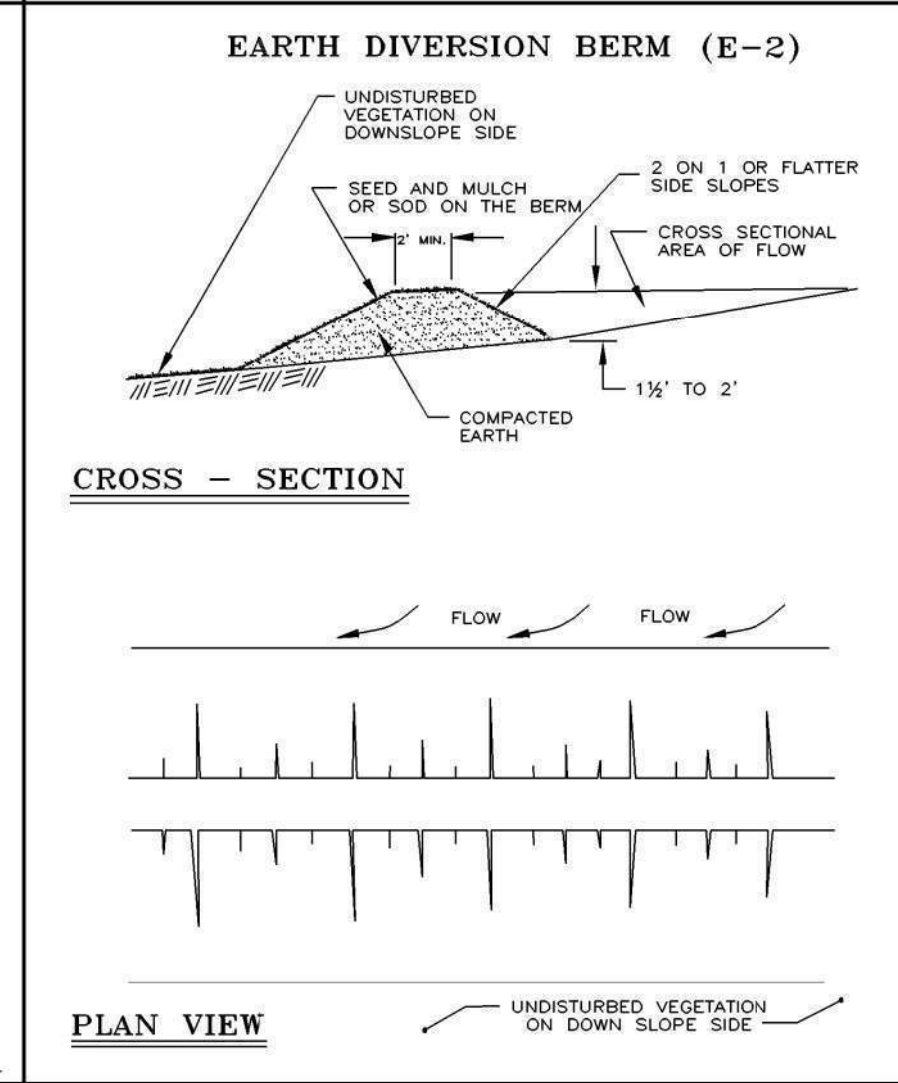
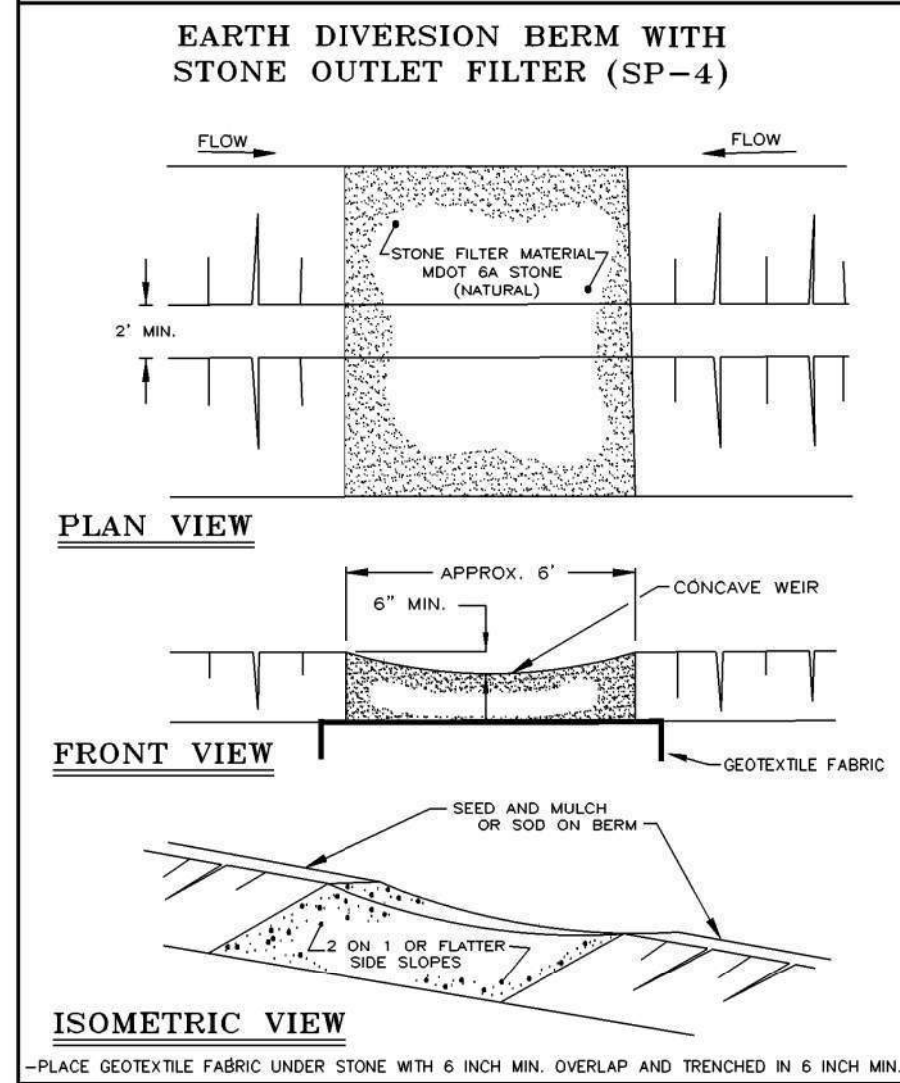
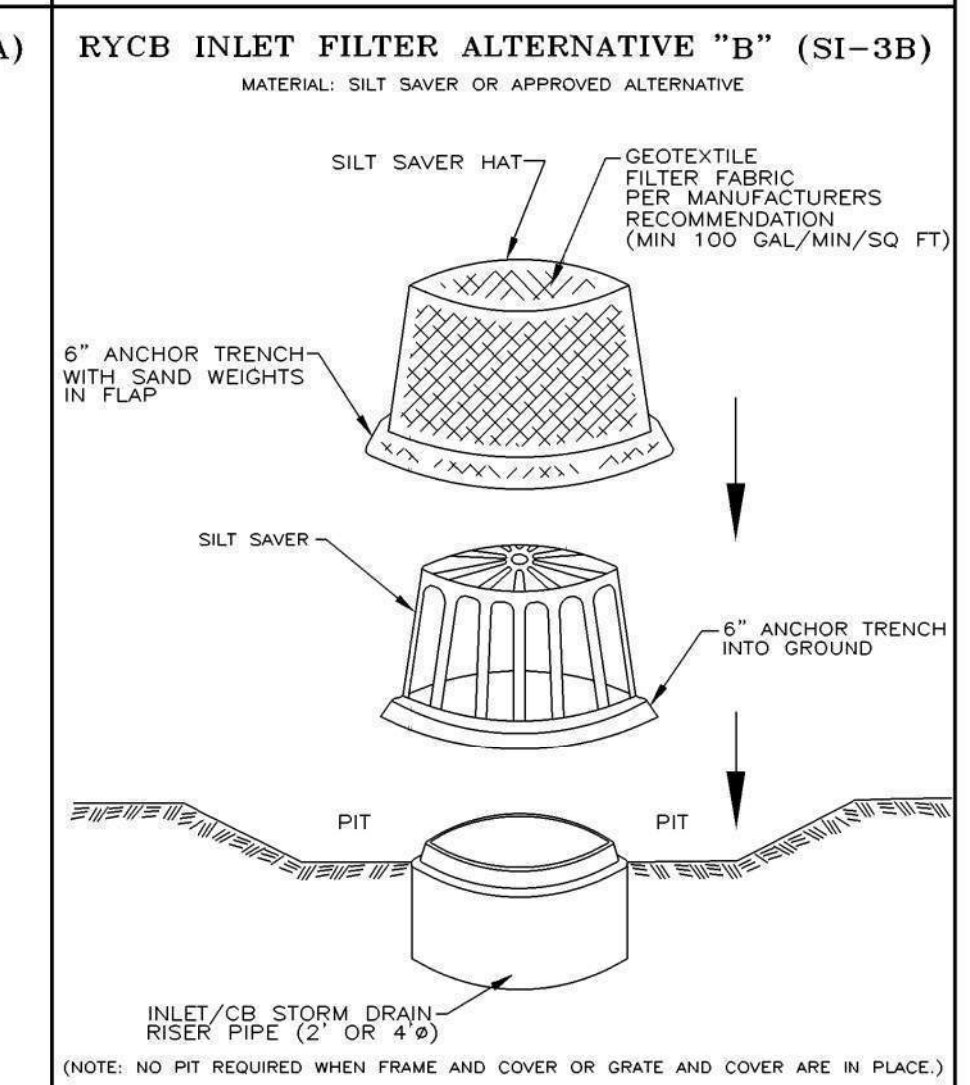
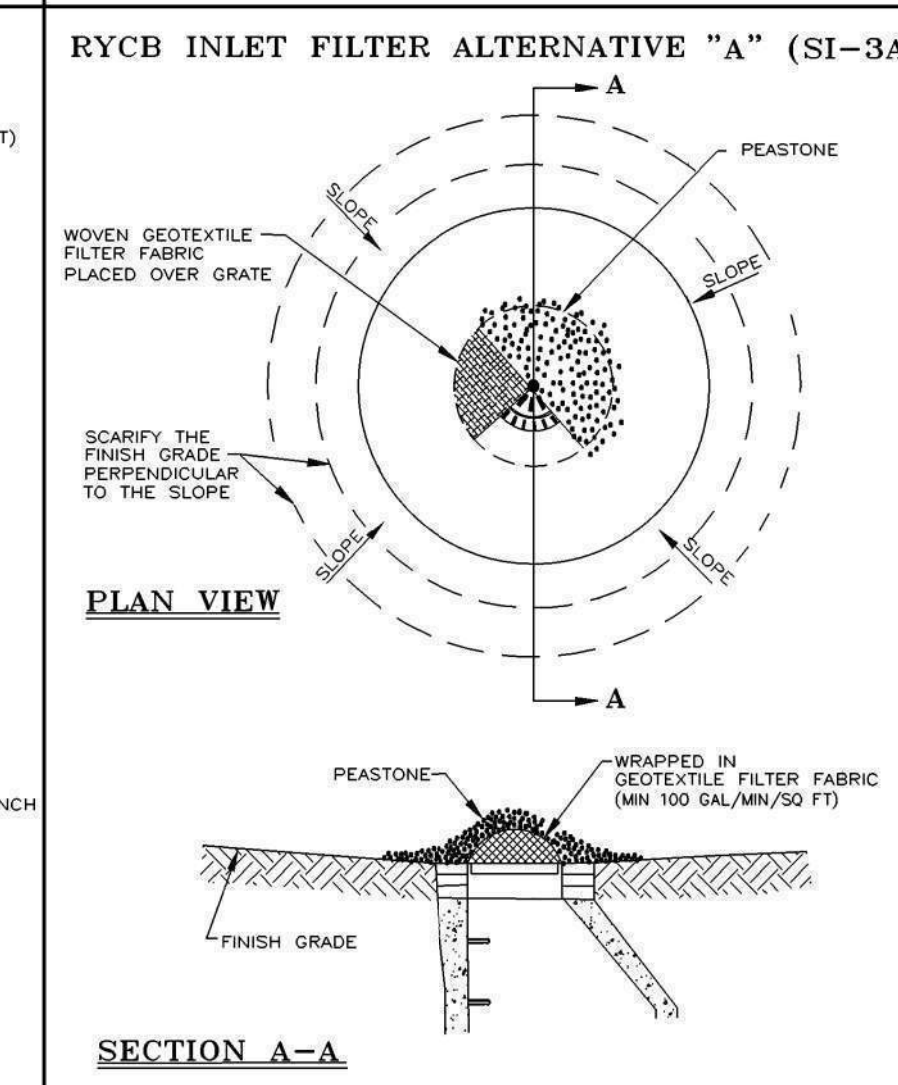
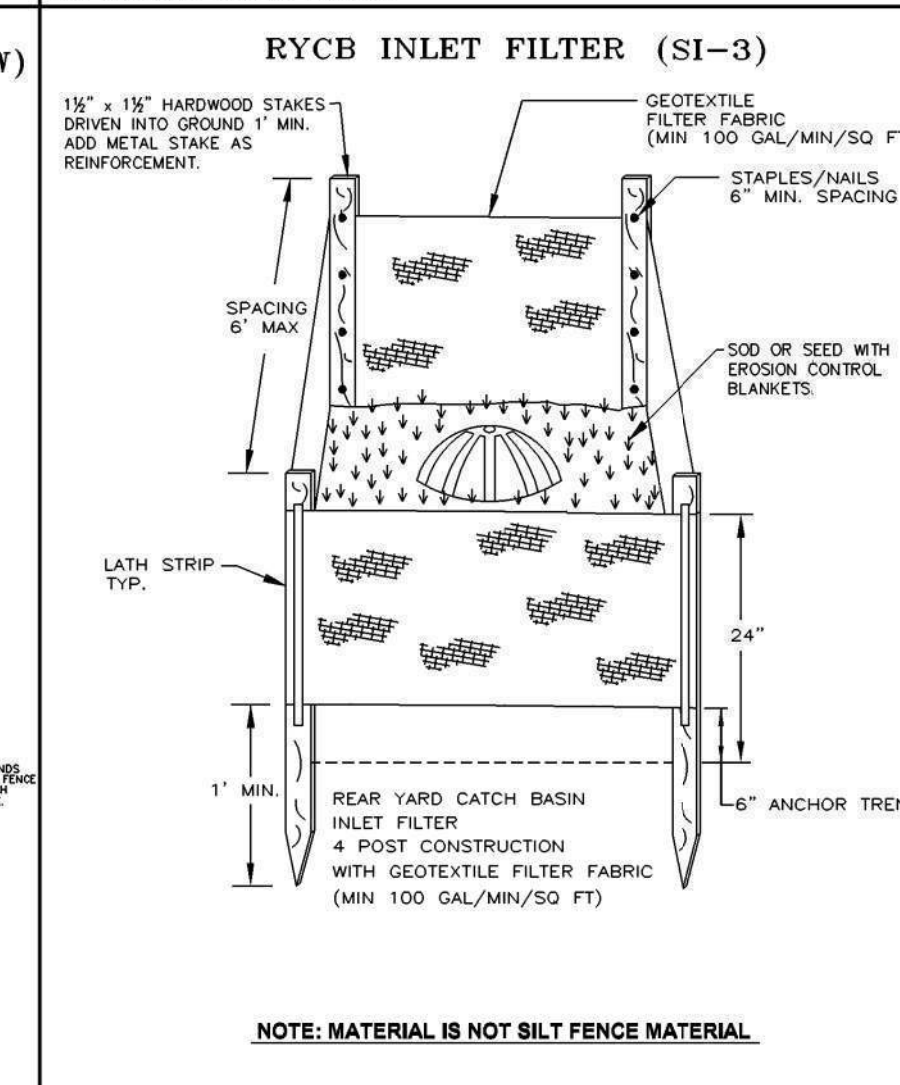
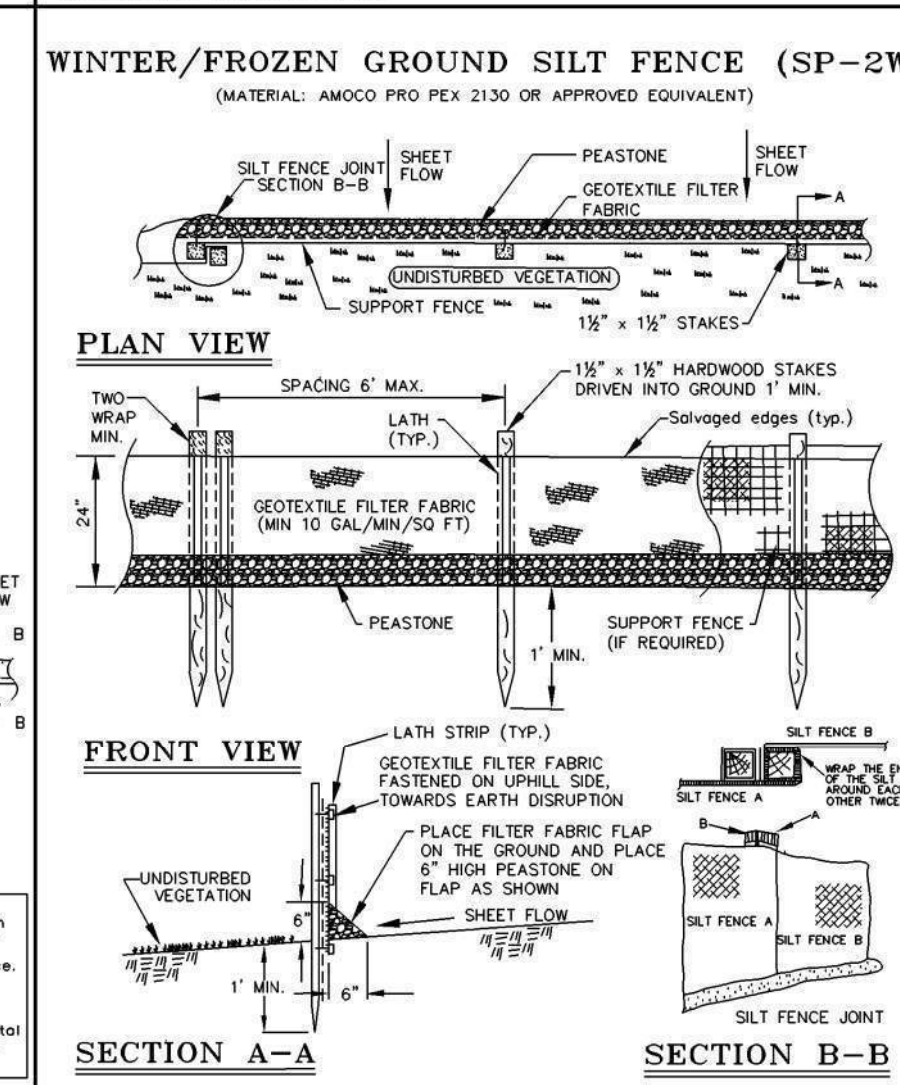
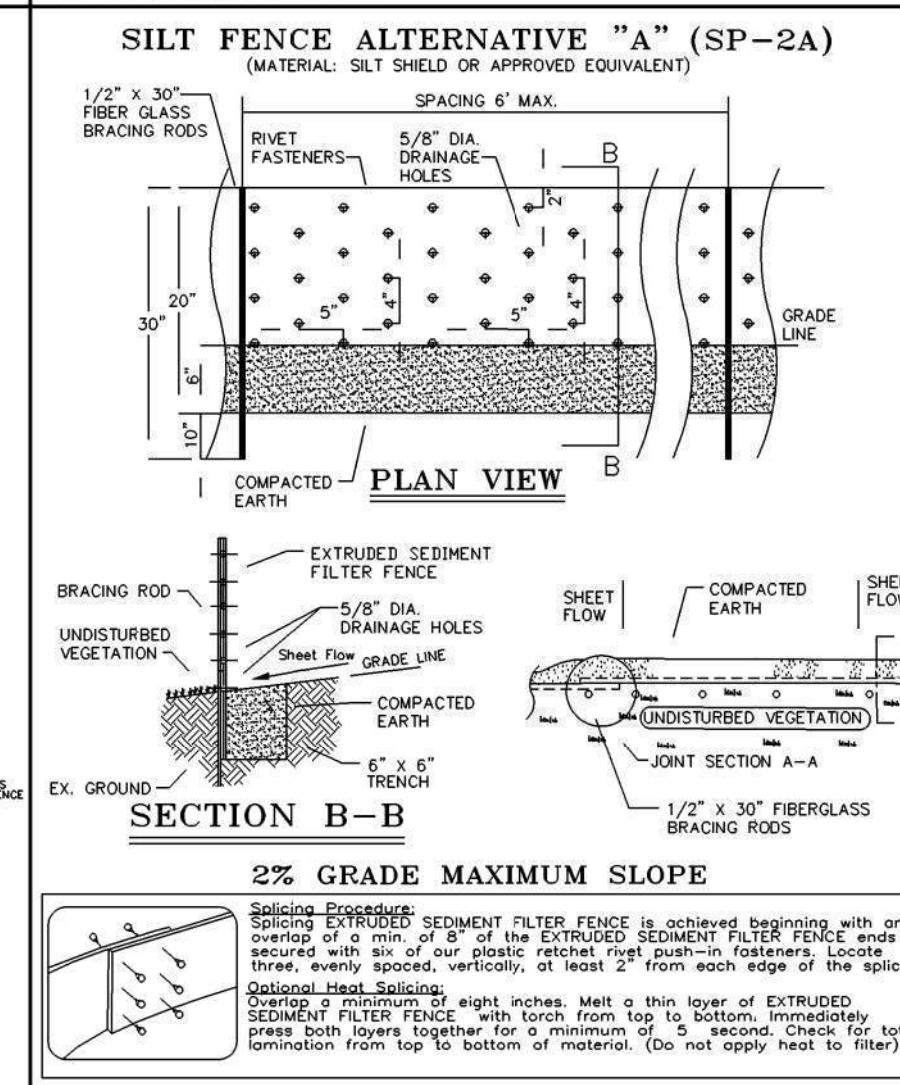
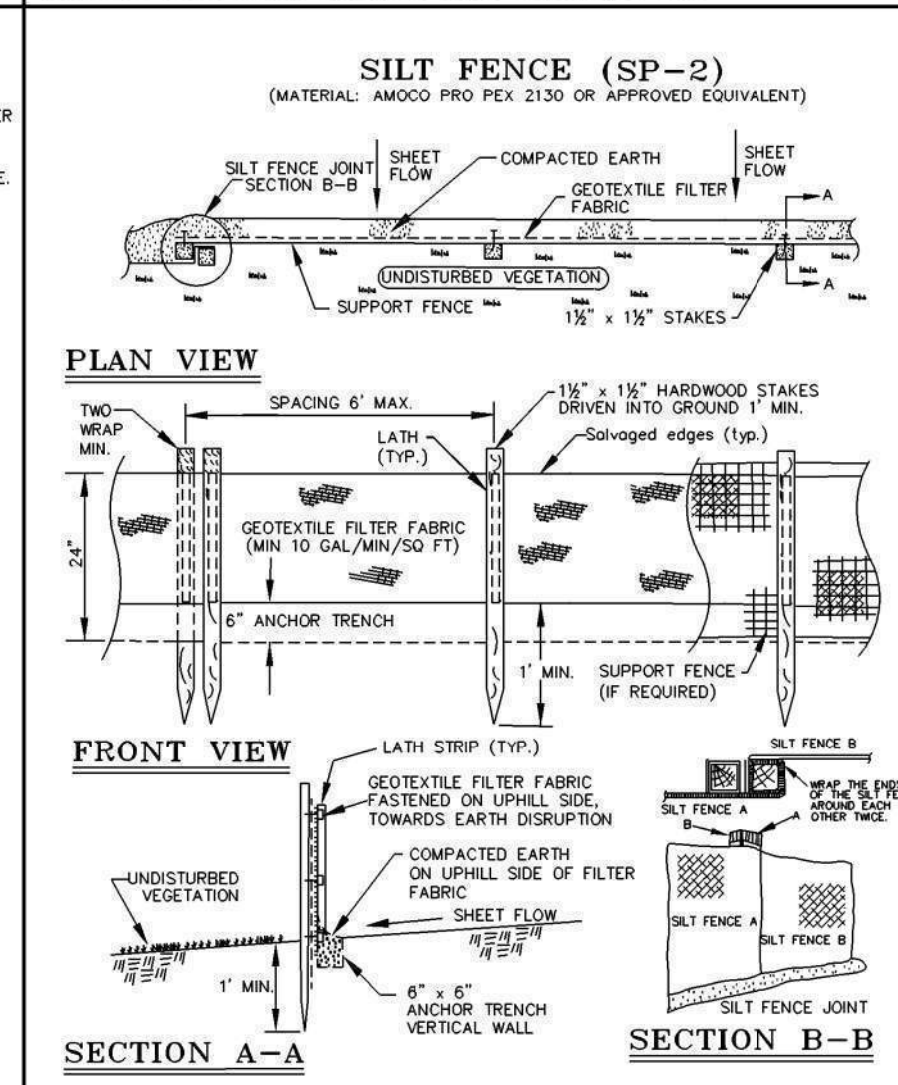
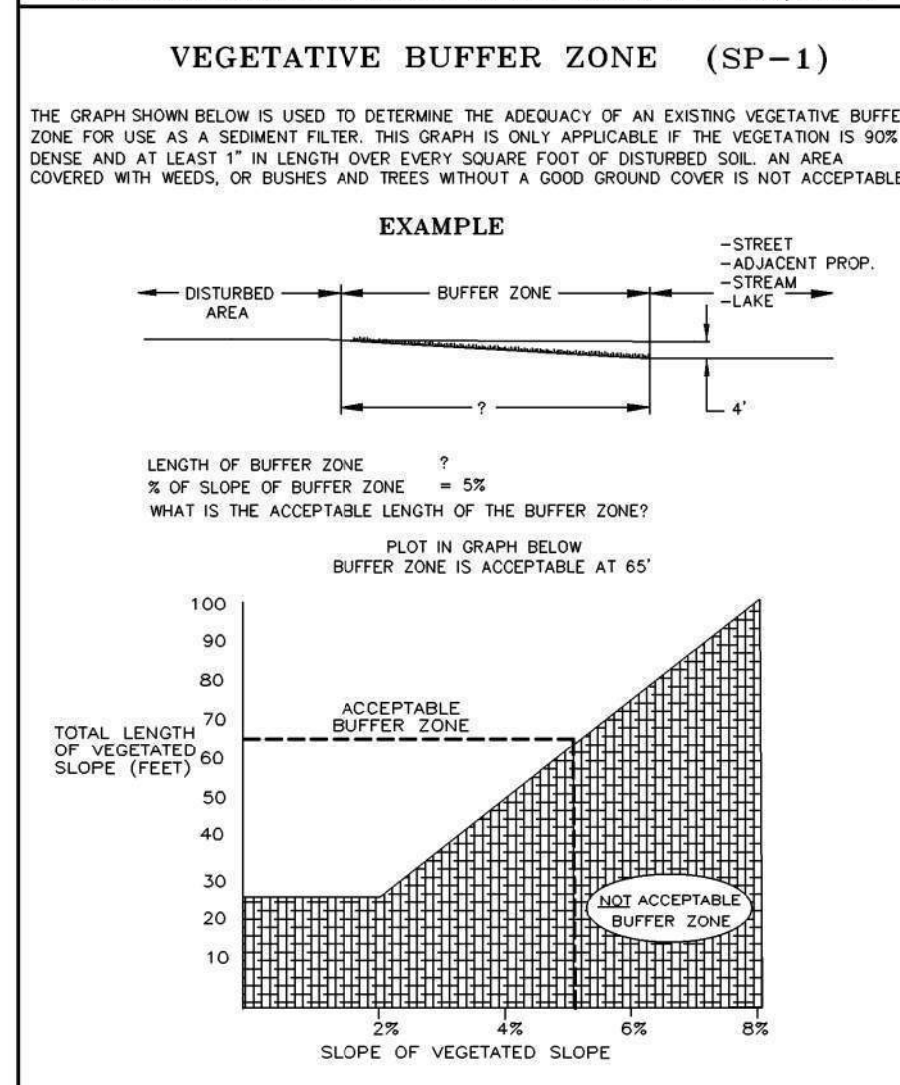
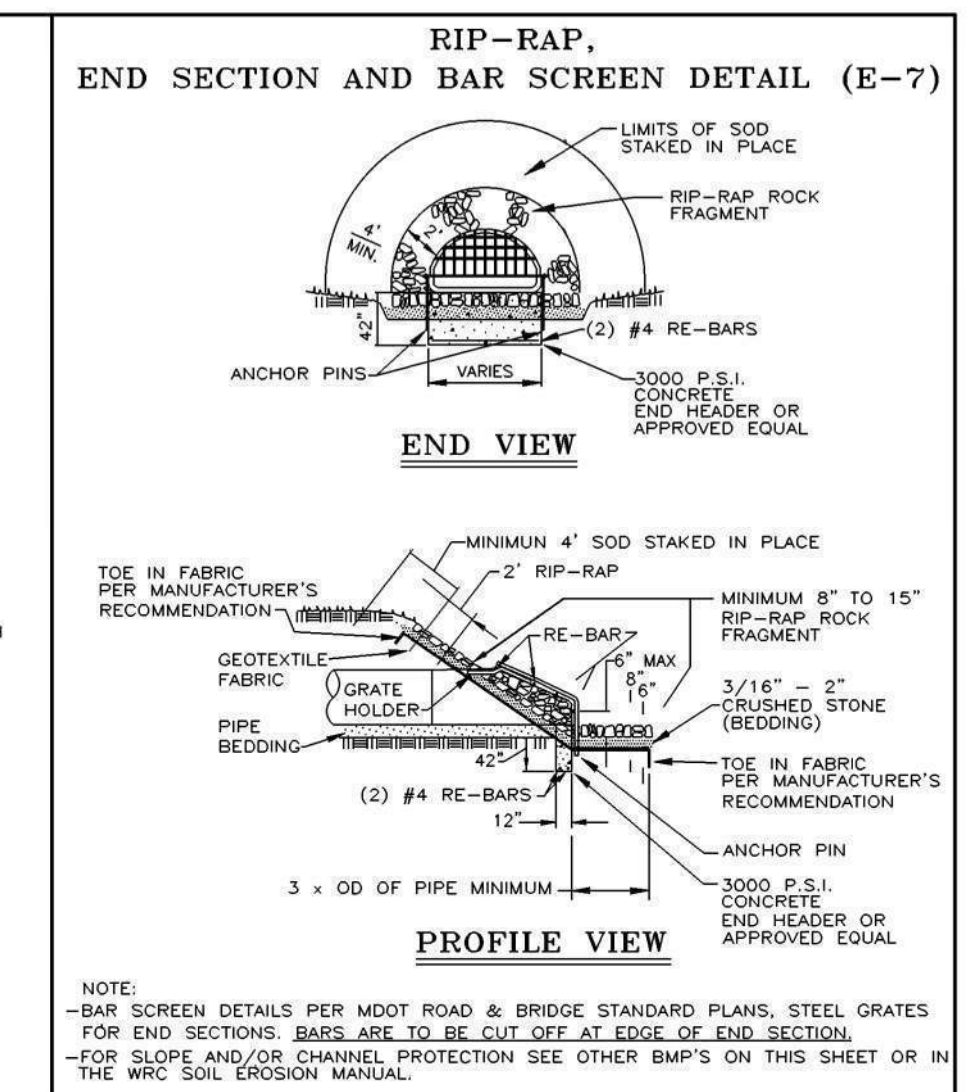
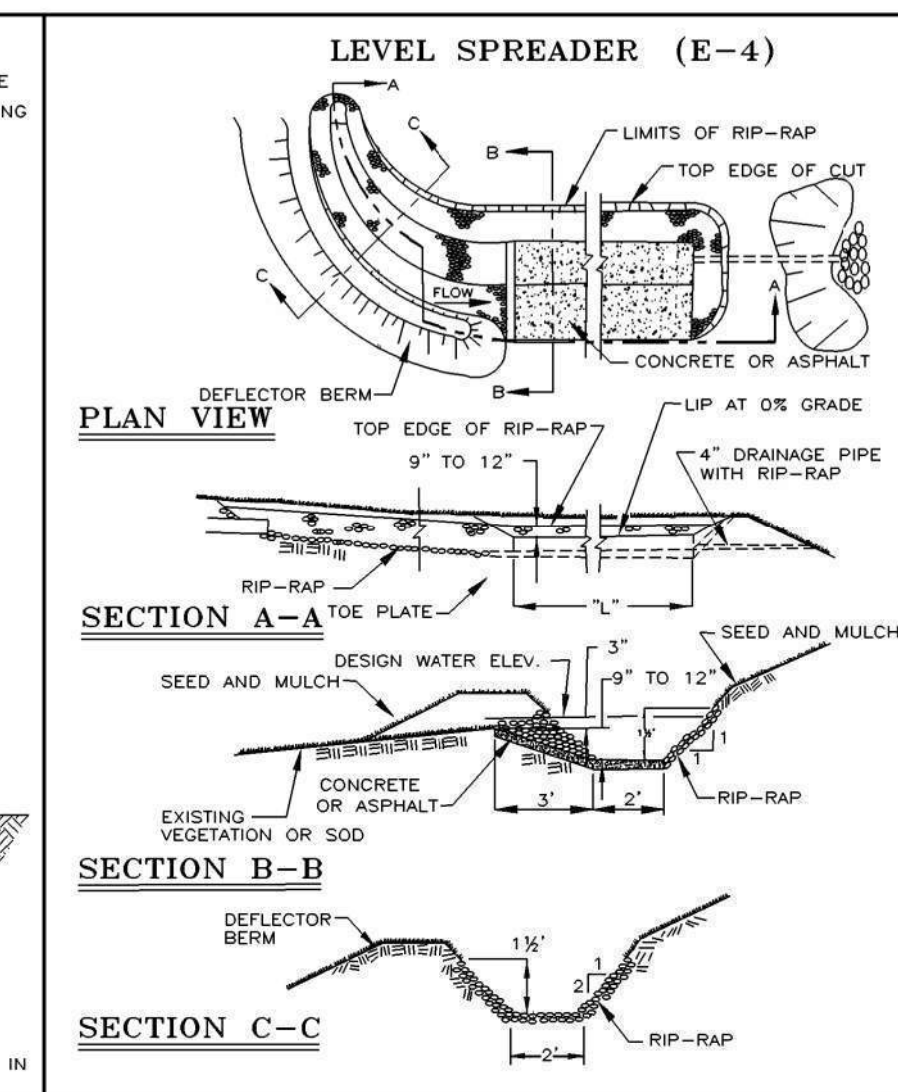
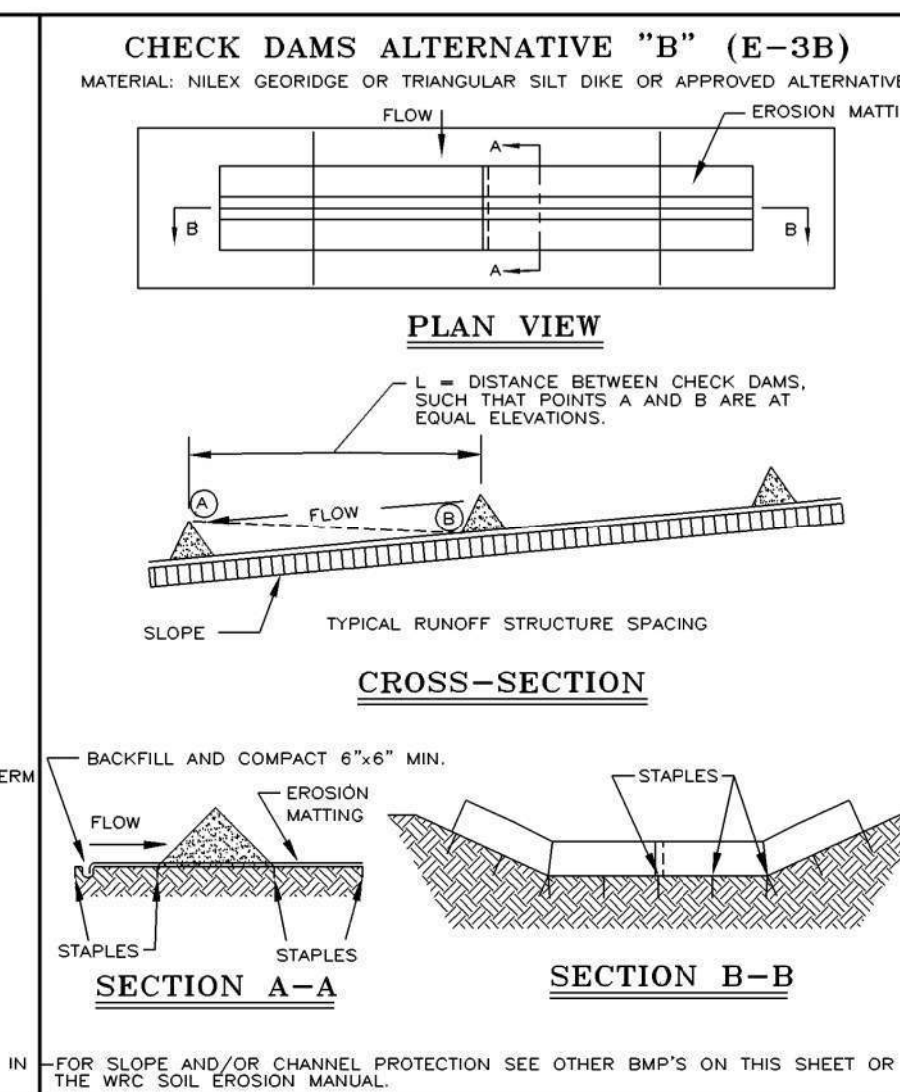
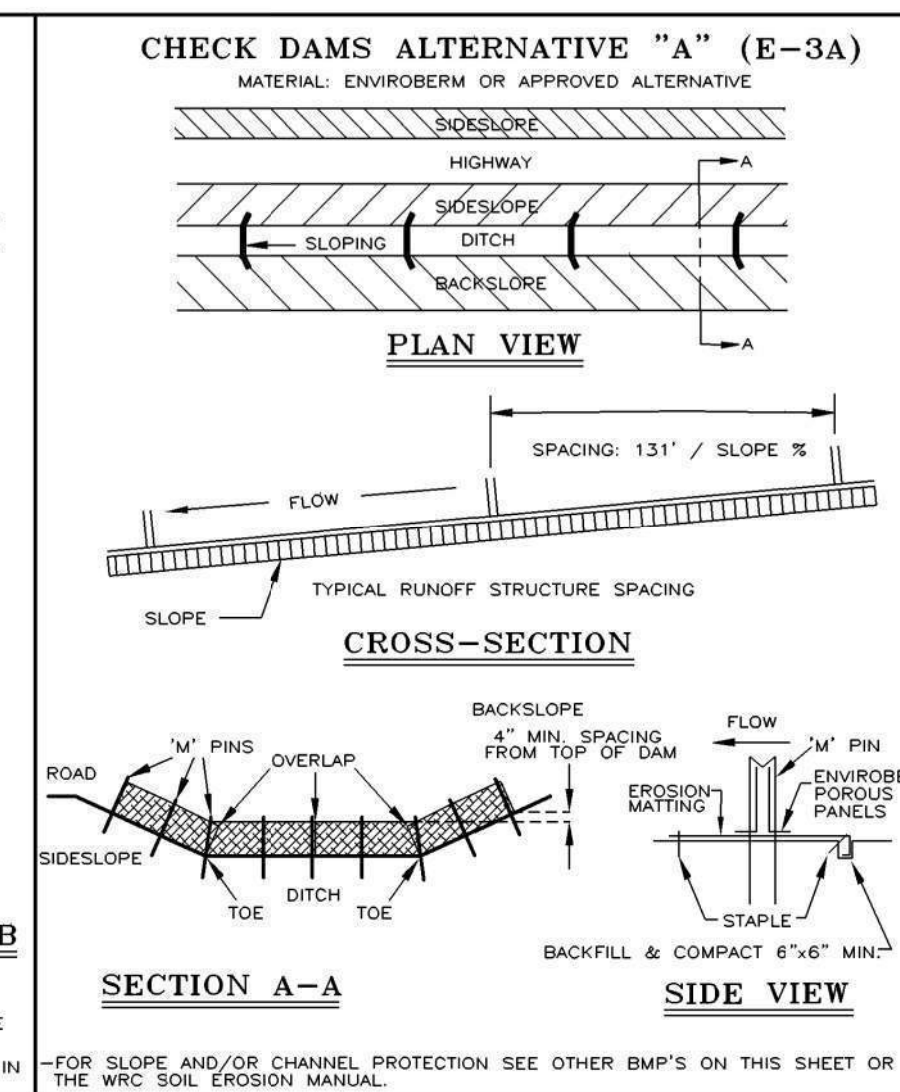
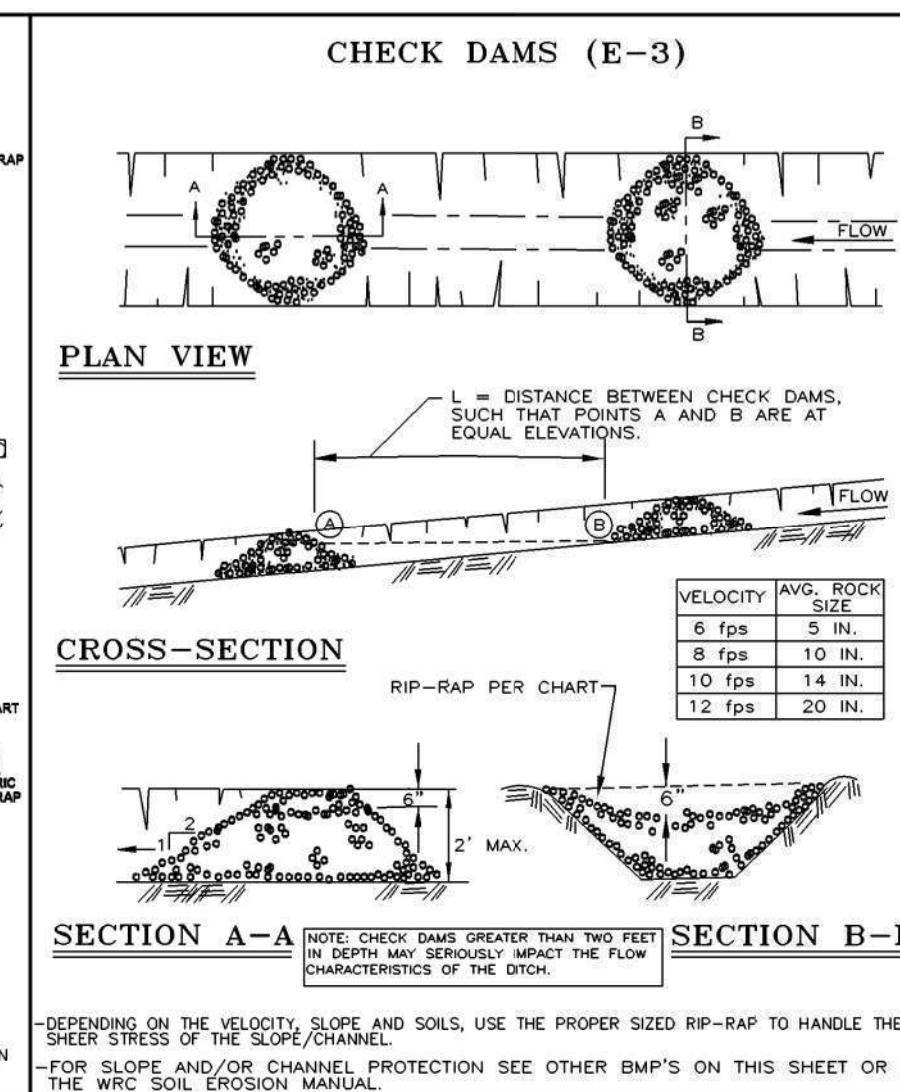
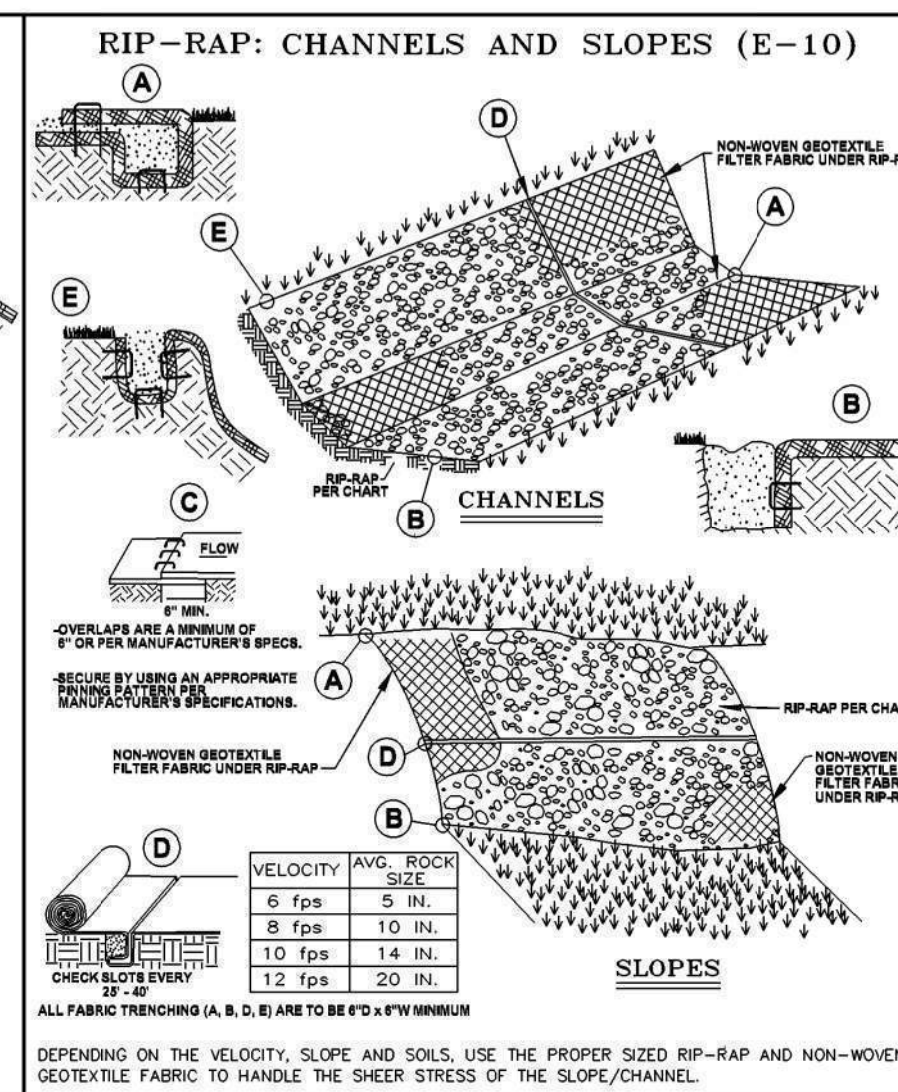
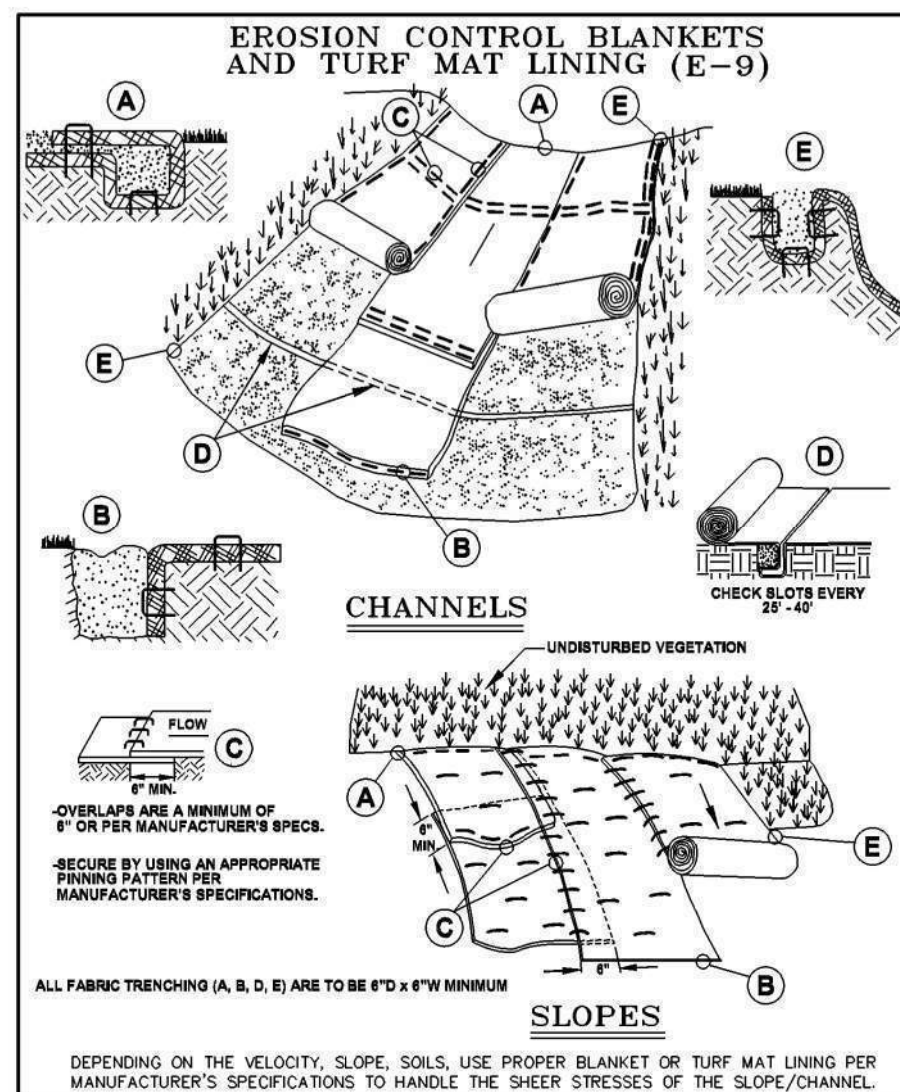
CITY OF BIRMINGHAM
MUNICIPAL PARKING LOT No. 5
SLOPE STABILIZATION
 CITY CONTRACT No. 4-23(S)
 PART OF THE SW ¼ OF SECTION 25, T2N, R10E
 OAKLAND COUNTY MICHIGAN

PROJECT DETAILS

HRC JOB NO.	SCALE
20220180	AS NOTED
DATE	SHEET NO.
JULY 2022	05 OF

811
 Know what's below.
 Call before you dig.
CALL811.COM

NOTICE:
 ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



SOIL EROSION AND SEDIMENTATION CONTROL DETAILS

NOTE: WHILE PERFORMING WORK INVOLVING GROUNDS MAINTENANCE AND/OR THE CONSTRUCTION/MAINTENANCE OF ANY INFRASTRUCTURE, INCLUDING ROADS, WATER MAINS, SANITARY SEWERS, STORM DRAINS AND STORM WATER BEST MANAGEMENT PRACTICES (BMPs), CONTRACTORS SHALL MINIMIZE POLLUTION FROM STORM WATER RUNOFF THAT CAN AFFECT WATER QUALITY RELATED TO WORK ACTIVITIES. POLLUTANTS THAT COULD IMPAIR WATER QUALITY MAY INCLUDE FUEL, GREASE AND OIL, NUTRIENTS, BACTERIA AND PATHOGENS, LITTER AND DEBRIS, AND SOIL EROSION AND SEDIMENTATION. APPLICABLE BMPs SHALL BE IMPLEMENTED BY THE CONTRACTOR TO THE MAXIMUM EXTENT PRACTICABLE TO PROTECT WATER QUALITY AND WILDLIFE HABITAT.

REVISION	NO.	DATE	DESCRIPTION
1	1	01/01/01	ISSUED FOR BIDDING
2	1	01/01/01	ISSUED FOR BIDDING
3	1	01/01/01	ISSUED FOR BIDDING
4	1	01/01/01	ISSUED FOR BIDDING

ORIG. DATE: 01/01/01

SCALE: NONE

DRAWN BY: Mapping

ONE PUBLIC WORKS DRIVE, BLDG 86 WEST WATERFORD, MICHIGAN 48381-9197

WRC WATER RESOURCES COMMISSIONER Jim Nash

SHEET NO.: 1 of 1



MEMORANDUM

Engineering Department

DATE: March 13, 2023

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Emergency Repair of Parking Walls
Shain Park Parking Lot and Parking Lot No. 6

INTRODUCTION:

On December 10, 2022, the existing wall along the north side of the Shain Park Parking Lot was hit by a vehicle. In a separate incident, the existing wall toward North Old Woodward Avenue at Parking Lot No. 6 was hit and damaged by a vehicle around the evening of December 10, 2022, or the morning of December 11, 2022. A budget amendment is required for the emergency repair of these walls.

BACKGROUND:

The Engineering Department received notification on December 11, 2022, for damage occurring at the wall at Parking Lot No. 6 and on December 12, 2022, for the wall at the Shain Park Parking Lot. The Department of Public Services cleaned up the debris and provided barricades at each location, but was unable to make the repairs to the walls. The city contacted three contractors to provide quotes for the wall repairs at the Shain Park Parking Lot and Parking Lot No. 6.

For the Shain Park Parking Lot, the city received two (2) quotes from contractors, and one (1) was non-responsive, as listed in the attached summary. The low quote was for \$2,500.00 from Soulliere Stone Design, who has previously done work for the city on small brick and masonry repairs. The wall repair was completed the week of February 27, 2023.

For Parking Lot No. 6, the city received three (3) quotes from contractors ranging from \$7,775.00 to \$11,825.00 as listed in the attached summary. The lowest quote is from D.C. Byers who has done previous work for the city and within the city. This repair is tentatively scheduled for March 2023, but is dependent on the weather.

LEGAL REVIEW:

Legal is proceeding with collecting \$2,500.00 from the driver who hit the wall at the Shain Park Parking Lot as a police report was filed. The police department did review the evidence and

nearby cameras to try to determine the driver who hit the wall at Parking Lot No. 6 but was unable to identify the driver.

FISCAL IMPACT:

A budget amendment is required in the following funds for the emergency wall repairs:

Shain Park Parking Lot

Fund Account	Fund ID Number	Budget	Quotes
General Fund	101.0-751.000-811.0000	\$0.00	\$2,500.00

Parking Lot No. 6

Fund Account	Fund ID Number	Budget	Quotes
Automobile Parking System	514.1-594.006-811.0000	\$0.00	\$7,775.00

PUBLIC COMMUNICATIONS:

This purchase does not require public communication.

SUMMARY:

The Engineering Department requests a budget amendment for the emergency repairs of the parking walls at the Shain Park Parking Lot and Parking Lot No. 6.

ATTACHMENTS:

- Shain Park Parking Lot and Parking Lot No. 6 Wall Repair Quotes Summary (1 page)
- Shain Park Parking Lot Photos of Wall Damage (1 page)
- Soulliere Stone Design Quote (1 page)
- Parking Lot No. 6 Photos of Wall Damage (1 page)
- D.C. Byers Quote (1 page)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the appropriation and amendment of the 2022/2023 budget for the emergency repairs of the parking lot screenwalls at the Shain Park Parking Lot and Parking Lot No. 6 as follows:

General Fund:

Revenues:		
Draw from Fund Balance	101.0-000.000-400.0000	\$2,500.00
Expenditures:		
Other Contractual Services	101.0-751.000-811.0000	\$2,500.00

Automobile Parking System:

Revenues:		
Draw from Fund Balance	514.1-000.000-400.0000	\$7,500.00
Expenditures:		
Other Contractual Services	514.1-594.006-811.0000	\$7,500.00

Shain Park Parking Lot Granite Wall Repair Quotes			
	Soulliere Stone Design	D.C Byers	
Granite Seat Repair	\$2,500.00	\$4,925.00	

Parking Lot 6 Brick Wall Repair Quotes			
	J & J Construction	D.C Byers	D'Aloisio Masonry
Brick Wall Repair	\$11,825.00	\$7,775.00	\$10,830.00



View North at Shain Park Parking Lot



View Southeast at Parking Lot No. 6



View East at Parking Lot No. 6

D. C. BYERS CO., INC.
PO Box 1808
Warren MI 48090
313 875-0545

Date: February 6, 2023
To: City of Birmingham
Project: Lot #6 Knee Wall

PROPOSAL

The undersigned proposes to furnish all necessary labor, materials and equipment to complete the following scope:

“Masonry Knee Wall Repair”

Our Scope of Work includes the repair to the damaged masonry knee wall located at the Northern exit / entrance of Lot #6.

Specific scope includes;

1. Mobilize to site and set up temporary barricades around work area.
2. Remove and salvage all loose or dislodged brick and limestone caps.
3. Install salvaged and new brick units on existing foundation to replicate original dimensions.
4. Install salvaged limestone caps with stainless steel dowels and proper flashing set in mortar.
5. Install backer rod and caulk in limestone caps skyward facing joints.
6. Clean masonry after cure and properly dispose of all related debris and demobilize from site.

The above work can be completed for a lump sum of \$7,775.00

*This Proposal is good for no longer than 60 days past its submittal.
The entire amount to be paid within 30 days after completion.
Any alteration or deviations from plans and specifications will be executed upon
Written orders for same and will be added to or deducted from the sum in this contract.
All additional agreements must be in writing.*

D.C. Byers Co. agrees to carry Workers Compensation and Public Liability Insurance and to pay all taxes on material and labor furnished under this contract as required by Federal Laws and the Laws of the State in which this work is performed.

Respectfully Submitted, D.C. Byers Co., Inc.

By: _____
Jim Boettge, President.



MEMORANDUM

Parking System

DATE: 03/13/23

TO: Thomas M. Markus, City Manager

FROM: Aaron Ford, Parking Systems Manager

SUBJECT: Repair Design & Construction Document Development Addendum

INTRODUCTION:

Wiss, Janney, Elstner Associates, Inc. (WJE) has provided an addendum to the current *Agreement of Repair Design & Construction Document Development* dated November 14, 2022 (Agreement) to address items that were not included in the original scope of services. The scope of work items presented in this addendum are based on the findings from the further investigation items included in their previous reports and include modifications to the proposed scope of work regarding the facade panels at the Park Street garage, and the glazing and roofing systems at the Chester Street garage. In addition, the City requested that WJE review the applicable code requirements and provide recommendations with respect to bringing all five parking structures into compliance with the provisions of the Americans with Disabilities Act (ADA).

BACKGROUND:

In the summer of 2020, WJE issued four reports regarding condition assessments of the North Old Woodward (NOW), Chester, Park, and Peabody parking structures. These reports included the findings of their assessments with recommendations for maintenance and rehabilitation, as well as items requiring further investigation. Following completion of these assessments and delivery of the reports, the City elected to perform limited repairs at the NOW, Chester, Park, and Peabody parking structures from 2021-2022. As requested, WJE designed repairs, developed construction documents, and provided construction period services for these repair projects, all of which have been completed.

WJE subsequently issued a proposal dated September 30, 2022, for development of construction documents for each parking structure listed above, as well as the Pierce parking structure, to address conditions not included in the 2021 repairs. This proposal also included performing the recommended further investigation items and provided budgetary estimates for the respective engineering work. Based their findings from the additional investigations performed at the Park and Chester garages, additional engineering services are recommended to remediate the

observed conditions, which are the subject of this addendum, as well as the requested additional services to review and provide recommendations with respect to ADA compliance.

LEGAL REVIEW:

The City's attorney has reviewed and approved the agreement.

FISCAL IMPACT:

Provided in WJE's addendum is the fee schedule for the proposed work. See below:

Table 1. Fee Estimate

Park Facade Replacement	Fee Estimate
Conceptual Replacement Design, Structural Design, and Construction Documents	\$50,000
Facade Selection (if requested)	\$10,000
Subtotal for Park	\$60,000
Chester Glazing and Roofing	Fee Estimate
Glazing	\$24,500
Roofing	\$17,500
Subtotal for Chester	\$42,000
ADA Compliance	Fee Estimate
Document Review, Site Visits, ADA Standards Review and Report	\$40,000
Expected Range for ADA Construction Documents	\$30,000 to \$50,000
Subtotal for ADA (5 Garages)	\$70,000 to \$90,000
Total Modified Scope of Services	\$172,000 to \$192,000

PUBLIC COMMUNICATIONS:

None

SUMMARY:

WJE has provided an addendum to the current *Agreement of Repair Design & Construction Document Development* dated November 14, 2022 (Agreement) to address items that were not included in the original scope of services. The scope of work items presented in this addendum are based on the findings from the further investigation items included in their previous reports and include modifications to the proposed scope of work regarding the facade panels at the Park Street garage, and the glazing and roofing systems at the Chester Street garage. In addition, the City requested that WJE review the applicable code requirements and provide recommendations with respect to bringing all five parking structures into compliance with the provisions of the Americans with Disabilities Act (ADA).

ATTACHMENTS:

1. Addendum of agreement with WJE
2. Attachment A – WJE Addendum to WJE Scope of Services Agreement for 11/14/22 Agreement
3. Original WJE repair design & construction document development proposal

SUGGESTED COMMISSION ACTION:

Make a motion to adopt the resolution approving the addendum to the contract to Wiss, Janney, Elstner Associates, Inc. for the proposed Repair Design & Construction Document Development for Park, Peabody, Pierce, Chester, and North Old Woodward parking Structures in the amount of \$192,000.00; further, to charge the contract to each structure's capital outlay account as costs are incurred. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

**ADDENDUM TO THE AGREEMENT OF
REPAIR DESIGN & CONSTRUCTION DOCUMENT DEVELOPMENT
DATED NOVEMBER 14, 2022 BETWEEN THE CITY OF BIRMINGHAM AND
WJE ENGINEERS AND ARCHITECTS**

THIS ADDENDUM, entered into on _____, 2023, amends the Agreement for Repair Design and Construction Document Development dated November 14, 2022 by and between the **CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI 48009, and **WJE ENGINEERS AND ARCHITECTS**, having its principal office at 30700 Telegraph Road, Suite 3580, Bingham Farms, MI 48025, does hereby amend its Agreement as follows:

WHEREAS, City of Birmingham Parking Systems Manager met with representatives of WJE to discuss parking garage issues beyond the scope of work presented in the original agreement dated November 14, 2022; and

WHEREAS, further investigation was completed by WJE and WJE has findings that identify additional work to be performed at the Park and Chester garages, indicating additional engineering services are recommended to remediate the observed conditions which are the subject of this Addendum: and

WHEREAS, the City of Birmingham Parking Systems Manager also is inquiring for services in order to review and provide recommendations with respect to ADA compliance for all five City of Birmingham garages, which was not included in the original proposal; and

WHEREAS, in the Park Street Garage, WJE concluded that repairs to the façade system would likely result in system failures under vehicle impact loads, would not mitigate the widespread failures observed under service loads and would be unsightly; and

WHEREAS, it has been agreed that WJE would modify their previous proposed Scope of Services to now include design of a replacement system in the Park Street Garage, rather than designing repairs for the existing system; and

WHEREAS, in evaluating the Chester Street Garage in regards to roofing and glazing, it has now been determined that replacement of the roofing in isolated areas is strongly recommended rather than performing repairs which was assumed under the previous Scope of Services; and

WHEREAS, the City of Birmingham is desirous to have all five parking garages come into compliance with the current ADA standards within the next two years. As a result, the City requested that WJE review the current status and provide recommendations with respect to the scope of work necessary to achieve this goal. These tasks were not included in the Scope of Services presented with the September 30, 2022 proposal. The additional services required to achieve this request are outlined in the Modified Scope of Services in Attachment A, which will become a permanent part of this addendum.

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

1. It is mutually agreed upon that the Scope of Services will change pursuant to Attachment A to this Addendum which is a letter dated February 22, 2023, from WJE to the City of Birmingham, which includes a seven page Scope of Services Determination and updated schedule.

2. The terms and conditions are as presented on page 5 of the letter in Attachment A with a total price for Park Garage changes for an additional charge of Sixty Thousand Dollars (\$60,000.00).

3. The terms and conditions are as presented on page 5 of the letter in Attachment A with a total price for Chester Garage changes for an additional charge of Forty-two Thousand Dollars (\$42,000.00).

4. The terms and conditions are as presented on page 5 of the letter in Attachment A with a total price for the five garages to come into compliance with ADA standards Seventy Thousand Dollars for an additional charge of (\$70,000.00) to Ninety Thousand Dollars (\$90,000.00).


5. All other terms and conditions of the original contract dated November 14, 2023 remains in full force and effect.

6. If any of the provisions of this Addendum is declared invalid, illegal or unenforceable, all other provisions in this Addendum and the original Agreement shall remain in full force and effect.

THIS SECTION INTENTIONALLY LEFT BLANK

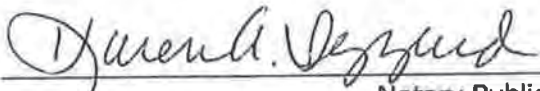
IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed on this _____ day of _____, 2023.

WJE ENGINEERS AND ARCHITECTS, LLC

By: 
 Matthew Lewis, P.E.
 Its: Senior Associate

STATE OF MICHIGAN)
) ss:
 COUNTY OF OAKLAND)

On this 2nd day of March, 2023, before me personally appeared Matthew Lewis, P.E., Senior Associate, who acknowledged that with authority on behalf of WJE ENGINEERS AND ARCHITECTS, LLC to do so he signed this Agreement.


 Notary Public
MACOMB County, Michigan
 Acting in OAKLAND County, Michigan
 My commission expires: 8/15/2029

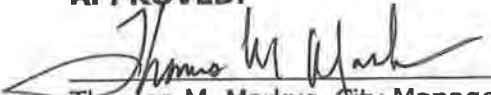


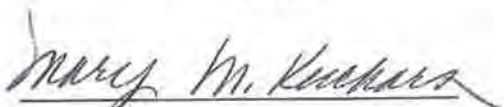
CITY OF BIRMINGHAM:

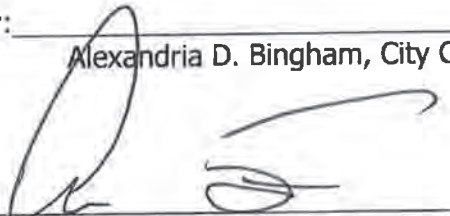
By: _____
 Therese Longe, Mayor

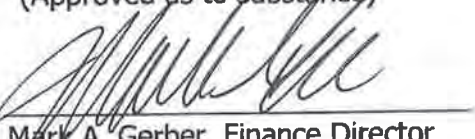
By: _____
 Alexandria D. Bingham, City Clerk

APPROVED:


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


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


 Aaron Ford, Parking Manager
 (Approved as to substance)


 Mark A. Gerber, Finance Director
 (Approved as to Financial Obligation)

ATTACHMENT A



Wiss, Janney, Elstner Associates, Inc.
3609 South Wadsworth Boulevard, Suite 400
Lakewood, Colorado 80235
303.914.4300 tel
www.wje.com

February 22, 2023

Aaron Ford
Parking Systems Manager
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

City of Birmingham Parking Structures

Addendum to WJE Scope of Services for November 14, 2022 Agreement
WJE No. 2022.0566

Dear Mr. Ford:

As requested, Wiss, Janney, Elstner Associates, Inc. (WJE) has prepared this addendum to our *Agreement of Repair Design & Construction Document Development* dated November 14, 2022 (Agreement) to address items that were not included in our original scope of services. The scope of work items presented in this addendum are based on the findings from the further investigation items included in our previous reports and include modifications to the proposed scope of work regarding the facade panels at the Park Street garage, and the glazing and roofing systems at the Chester Street garage. In addition, you requested that WJE review the applicable code requirements and provide recommendations with respect to bringing all five parking structures into compliance with the provisions of the Americans with Disabilities Act (ADA). This letter presents our understanding of the requirements for each item and provides our fees to perform the additional services.

BACKGROUND

In the summer of 2020, WJE issued four reports regarding our condition assessments of the North Old Woodward (NOW), Chester, Park, and Peabody parking structures owned by the City of Birmingham (City). These reports included the findings of our assessments with recommendations for maintenance and rehabilitation, as well as items requiring further investigation. Following completion of these assessments and delivery of the reports, the City elected to perform limited repairs at the NOW, Chester, Park, and Peabody parking structures from 2021-2022. As requested, WJE designed repairs, developed construction documents, and provided construction period services for these repair projects, all of which have been completed.

WJE subsequently issued a proposal dated September 30, 2022, for development of construction documents for each parking structure listed above, as well as the Pierce parking structure, to address conditions not included in the 2021 repairs. This proposal also included performing the recommended further investigation items and provided budgetary estimates for the respective engineering work. Based on our findings from the additional investigations performed at the Park and Chester garages, additional engineering services are recommended to remediate the observed conditions, which are the subject of

this addendum, as well as the requested additional services to review and provide recommendations with respect to ADA compliance.

PARK FACADE SYSTEM

With the intent of developing a repair design for the existing facade system at the Park Street garage, WJE performed further assessment, including review of the original construction documents, on-site geometric measurements and close-up access, and structural analysis, of the existing configuration and condition. The findings of this investigation are summarized below:

1. The facade was found to be a proprietary system generally consisting of aluminum facade panels, aluminum stanchions, and aluminum retention clips anchored to the post-tensioned (PT) slab edges and attached to the steel edge beams.
2. Widespread failure of the retention clips was observed with the majority of failures located at the proprietary closure end of the clip.
3. Several additional panels have been impacted by vehicles, and a few have been removed and temporarily replaced with plywood.
4. Construction defects, such as exclusion of nuts and washers at the stanchion base plates and improperly placed screws for the retention clips were noted in several locations.
5. The current system does not satisfy the design load criteria of the 2015 *Michigan Building Code* with respect to vehicle impact loads; however, as noted in our previous reports, this is not required to be upgraded since the system was installed prior to the current requirements being in place.

Based on these findings, WJE concluded that repair in-kind of the facade system would likely result in similar failures under vehicle impact loads, would not mitigate the widespread failures of the retention clips observed under service loads, could not address all of the observed construction defects, and would be unsightly. After meeting with you on January 31, 2023 to discuss these findings, it was agreed that WJE would modify our previously proposed scope of services to include design of a replacement system, rather than designing repairs for the existing system. *The additional services required to achieve this request are outlined below in the Modified Scope of Services section of this letter.*

CHESTER ROOFING AND GLAZING

Our original scope of services assumed that only standard maintenance type repairs would be required for the curtainwall system at the Chester garage, including glazing replacement, sealant replacement between the masonry and perimeter frame, and painting curtainwall frames, and as they pertain to water and air infiltration into the stair tower. However, during our review of the glazing weather sealants, a broken tempered laminated glass unit and glass units with a low percentage of structural silicone sealant bite (i.e., the width where the structural silicone adheres to the glass or substrate) bonded to the glass were observed. Where such conditions are present, the corresponding glass unit is at risk of falling to grade. Evaluating and designing for deglazing and reglazing select units due to these conditions was not included as a part of the anticipated standard maintenance repairs.

In addition, during our close-up further investigation of the existing areas of roofing at the three stair towers, the extent of deterioration and previous repairs was found to be more severe than anticipated. Our original scope of services assumed repairs would be needed at the tie-in between the roofing, gutter, and downspout to address water staining and organic growth on the exterior brick facade. However, widespread deterioration of the roofing assembly was observed and, in conjunction with the findings of the curtainwall system scope, the roofing was found to be a contributing source of water infiltration within the stairwell interiors. Therefore, due to the observed conditions, replacement or reroofing of the roofing at the three stair towers is recommended. Further, the existing roofing and coping assemblies do not match the detailing shown in the original construction drawings and instead directly tie into the sloped curtainwall assembly at the top of the stair towers, making replacement and repair efforts more challenging to design and detail than a traditional replacement or reroof. Evaluating and designing for roofing repairs due to these conditions was not included as a part of the anticipated roofing maintenance repairs.

The additional services required to achieve these tasks are outlined below in the Modified Scope of Services section of this letter.

ADA COMPLIANCE

It is our understanding that the City is required to bring all five parking garages into compliance with current ADA standards within the next two years. As a result, the City requested that WJE review the current status and provide recommendations with respect to the scope of work necessary to achieve this goal. These tasks were not included in the scope of services presented in our September 30, 2022 proposal. *The additional services required to achieve this request are outlined below in the Modified Scope of Services section of this letter.*

MODIFIED SCOPE OF SERVICES

The following tasks are proposed as modifications to the scope of work included in our Agreement dated November 14, 2022:

Park Facade Replacement

The following tasks are proposed in addition to the 20 hours originally proposed for repair design of the Park facade system:

1. **Conceptual Replacement Design.** WJE will develop a structural design concept for replacement of the facade system. We anticipate the new structural system will be similar to the system installed at NOW; however, additional factors will need to be considered since Park is a post-tensioned structure. At this time, it is our understanding that this new structural vehicle barrier system may be used to support an architectural facade system designed by others. WJE's design will consider the potential increase in weight and wind loading should an architectural facade be installed at a later date. WJE will meet with representatives from the City to discuss the conceptual design and to receive direction from you regarding how to proceed.

2. **Structural Design and Construction Drawings.** Based on the direction we receive from you, WJE will design the facade system to act as a guardrail and vehicle barrier system that complies with current code requirements (2015 MBC). WJE will return to the site to verify existing conditions in support of the replacement design, as new attachment methods are anticipated. WJE will produce drawings and details to supplement the construction documents for facade panel repairs included in our initial scope of work.
3. **Facade Selection.** If requested, WJE will assist the City with selection of an architectural facade system to be attached to the structural system we design.

Chester Glazing and Roofing

The following tasks are proposed to supplement our original scope of work:

Glazing Issues

1. **Site Visit.** WJE will perform a visual survey, aided with binocular or telephoto equipment from grade or roof and garage level surfaces to qualitatively categorize the structural sealant condition at each vision unit. Spandrel units are not readily evaluated from a visual survey due to being opaque and will largely be excluded from our survey. Each visible pane will be assessed on a three-level scale: low, intermediate, or normal. In addition, WJE will systematically collect photographs of the current state of adhesion for intermediately bonded panels for monitoring purposes and future reference.

During this visit, WJE will also assess the ability of the existing structure to support permanent roof-level fall arrest tie-off (anchorage) points to facilitate the required curtainwall remediation work, as well as future cleaning and maintenance activities. The anchorage points will not be designed or detailed at this time; however, the viability and potential advantages of installing them will be discussed with the City once more is known about the salient conditions.
2. **Construction Documents.** WJE will prepare additional drawings, details, and outline specifications related to deglazing and reglazing select glass units to be included in the repair documents which are currently being prepared.

Roofing Replacement

1. **Site Visit.** WJE will perform a detailed visual survey of the existing areas of roofing as they relate to the perimeter coping termination and differences in the original construction drawings. Pertinent conditions will be documented to assist with the design of the new roofing system.
2. **Roofing Design.** Based on our observations and experience, WJE will design a new roofing system for the subject areas.
3. **Construction Documents.** WJE will prepare additional drawings, details, and outline specifications related to the new roofing to be included in the repair documents which are currently being prepared.

ADA Compliance

The following tasks are proposed to supplement our original scope of work:

1. **Document Review.** WJE will review the original construction drawings previously provided by the City with respect to ADA compliance items.
2. **Site Visits.** WJE will visit each of the five garages to review and document the as-built conditions with respect to ADA compliance options. One full day for one architect at each garage has been assumed for this task.
3. **ADA Standards Review.** Based on information gathered from the previous tasks, WJE will review the as-built conditions relative to the applicable provisions of the currently adopted 2010 *ADA Standards for Accessible Design* and develop recommendations for modifications to satisfy those provisions.
4. **Report.** WJE will prepare a written report summarizing the findings from our document review, site visits, and review of the ADA standards tasks. Conceptual level recommendations for modifications will be presented in the report for the City’s consideration.

WJE is also available to assist the City with development of construction drawings to perform the agreed upon ADA modifications. However, considering that the scope of modifications is not known at this time, we cannot definitively state the scope of services or fees to complete this task. Based on our previous experience preparing similar documents, we estimate the fees to be in the range of \$30,000 to \$50,000.

TERMS AND CONDITIONS

WJE will perform the *Modified Scope of Services* described above for a fixed fee as outlined in Table 1 below. WJE’s work will be performed in accordance with the terms of our previously executed Agreement dated November 14, 2022. WJE will not perform additional services that exceed the budget prior to obtaining written permission from the City.

Table 1. Fee Estimate

Park Facade Replacement	Fee Estimate
Conceptual Replacement Design, Structural Design, and Construction Documents	\$50,000
Facade Selection (if requested)	\$10,000
Subtotal for Park	\$60,000
Chester Glazing and Roofing	Fee Estimate
Glazing	\$24,500
Roofing	\$17,500
Subtotal for Chester	\$42,000
ADA Compliance	Fee Estimate
Document Review, Site Visits, ADA Standards Review and Report	\$40,000
Expected Range for ADA Construction Documents	\$30,000 to \$50,000
Subtotal for ADA (5 Garages)	\$70,000 to \$90,000
Total Modified Scope of Services	\$172,000 to \$192,000

UPDATED SCHEDULE

Based on our September 30, 2022 proposal and the contract received on November 14, 2022, the schedule of milestones was as follows (prior to issuing this Addendum):

- November 14: Work commences
- January 14: Project team meeting following completion of fieldwork and analysis
- **April 1: WJE issues 90% complete set for "Owner Review"**
- April 7: City/SP+ provides "Owner Review" comments to WJE
- **May 1: WJE issues completed construction documents for bid solicitation**
- May 7: Pre-bid meeting/walkthrough
- May 10: Deadline for technical questions
- May 14: WJE issues Addendum, if necessary
- **May 29: Bidding deadline**

Due to the outlined additional scope of services, we anticipate an additional 3-5 weeks on the current project schedule to perform the Chester Glazing and Roofing fieldwork and to integrate the findings into the current repair drawings. For the Park Facade Replacement, we anticipate an additional 6-8 weeks on the current project schedule which will also be dependent on coordination with the City.

To facilitate the overall project objectives while accommodating extended schedules for individual garages, we propose staggering the garage deliverables as follows. This excludes construction documents related to the ADA related work, which we understand will be addressed separately.

- ***NOW Parking Structure:*** Structural and waterproofing contract documents issued for bid on or around March 17, 2023 with project commencement anticipated in Spring-Summer 2023. This construction scope will be a continuation of the 2021-2022 work and will include concrete and waterproofing related work on the lower levels and stairwells. MEP-related contract documents to be issued at a later date as a Bulletin to the base scope or bid as a separate project scope.
- ***Chester, Pierce, and Peabody Parking Structures:*** Contract documents to be issued for bid on or before June 1, 2023 with project commencement anticipated in Summer-Fall 2023 based on contractor input and work extending into Spring-Summer 2024 as originally anticipated.
- ***Park Street Parking Structure:*** Contract documents to be issued for bid on or around July 1, 2023, pending coordination with the City, with project commencement anticipated in Summer 2024.

CLOSING

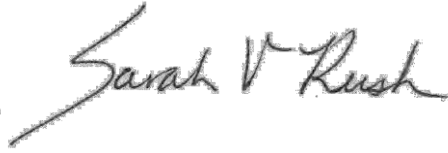
We appreciate the continued opportunity to work with the City of Birmingham and to assist with the care of its public structures. Please feel free to contact Matthew Lewis or Sarah Rush at (248) 593-0900 if you have any questions or comments regarding our recommended scope of work.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Matthew E. Lewis, PE
Project Manager and Senior Associate



Sarah V. Rush, PE
Project Manager and Senior Associate



MEMORANDUM

Parking System

DATE: 10/24/22

TO: Thomas M. Markus, City Manager

FROM: Aaron Ford, Parking Systems Manager

SUBJECT: Repair Design & Construction Document Development

INTRODUCTION:

Structural assessment reports were completed at all five of the City's parking structures by Wiss, Janney, Elstner Associates, Inc. (WJE). As part of those assessments, WJE was asked to prepare a 5-year plan to address all the repairs needed. More "Immediate Repair Recommendations" were approved by the City Commission in September of 2021. Those "Immediate Recommendations" have been completed, except at the North Old Woodward structure, which are still ongoing. WJE is now submitting a proposal to design repairs and develop construction documents for each of the City's five parking structures as part of a long-term (3-5 years) repair plan with construction beginning in 2023.

BACKGROUND:

In 2020 and 2021, WJE performed condition assessments at four of the five subject parking structures for the purpose of developing short, mid, and long-term repair and maintenance strategies, as well as solutions to rehabilitate and extend the useful life of the structures. Following the completion of the condition assessments, the City chose to perform limited repairs at the North Old Woodward, Chester, Park, and Peabody parking structures. WJE designed repairs, developed construction documents, and provided construction period services for the repair projects during fall 2021. The projects at the Chester, Park, and Peabody parking structures have been completed. The project at the NOW structure is ongoing, with completion expected in late fall 2022. WJE also has previous experience, prior to the 2020-2021 assessment program, with the North Old Woodward and Pierce Street parking structures.

At a meeting with WJE on February 3, 2022, staff requested that WJE submit a proposal to design repairs and prepare construction drawings for the anticipated comprehensive repair projects at each parking structure, with the repair work to be performed over the subsequent years. The anticipated repair projects were to include all remaining repair recommendations outlined in WJE's original condition assessment reports, which generally consist of structural repairs, waterproofing

and facade repairs. City staff also requested that WJE include aesthetic and serviceability improvements within the parking structures and stairwells, including painting, and lighting.

WJE will retain a mechanical, electrical (lighting), and plumbing (MEP) sub consultant to assess the parking structures and assist with the assessment, design, and development of construction documents with respect to the MEP elements of the garages. Some of the MEP sub consultant tasks for each garage will include, but are not limited to the review of the original MEP construction drawings, building code review of the MEP systems, cost estimating, LED lighting upgrade design and lighting controls, egress lighting calculation and design, and electric Vehicle (EV) charging station design.

LEGAL REVIEW:

The City's attorney has reviewed and approved the agreement.

FISCAL IMPACT:

Provided in WJE's proposal is the fee schedule for the proposed work. See below:

Table 1. Fee Schedule	
Scope	Fee
<i>Fieldwork, Analysis, Schematic Design, Repair Design and Construction Document Development:</i>	
Peabody Street Parking Structure	\$56,000
Park Street Parking Structure	\$76,000
Chester Street Parking Structure	\$58,000
North Old Woodward Avenue Parking Structure	\$38,000
Pierce Street Parking Structure, including condition assessment phase	\$81,000
WJE Scope Subtotal	\$309,000
<i>MEP Subconsulting:</i>	
Assessment and Reporting	\$6,000 per garage = \$30,000
Scope Development, Repair Design, and Construction Documents	\$35,000 to \$45,000 per garage = \$175,000 to \$225,000
MEP Subconsulting Subtotal	\$205,000 to \$255,000
2023 Bidding Assistance	\$10,000
Total	\$574,000

A 10% (\$57,400) contingency is being included to cover any unexpected costs that may arise as the documents are finalized, bringing the total cost to \$631,400. This cost was anticipated in each structure's capital outlay building account budget for fiscal year 2022-2023. There is sufficient funding in these accounts for this contract.

PUBLIC COMMUNICATIONS:

None

SUMMARY:

WJE, who performed Condition Assessments on all five of the City's parking structures provided three repair recommendations in 2021: Immediate (within 1 year), Near-Term (within 1-2 years), and Long-Term (within 3-5 years). In September 2021, "Immediate Recommendations" were approved by the City Commission for the Park, Peabody, Chester, and North Old Woodward parking structures. These "Immediate Recommendations" were completed except at the North Old Woodward Garage, which will be completed by late fall 2022.

At the request of staff, WJE is submitting a proposal for Repair Design and Construction Document Development for all five parking structures. This proposal is for all remaining repairs. These repairs were part of the original assessment provided by WJE, however, they also include aesthetic and serviceability improvements and includes painting and lighting. Included in their services is project schedule, repair design and development of construction documents, assistance with bidding, and including an MEP sub consultant for addressing all the structures mechanical, electrical (lighting) and plumbing elements.

ATTACHMENTS:

1. City contract for agreement with WJE
2. Insurance Certificates
3. WJE repair design & construction document development proposal
https://drive.google.com/file/d/1qf9k6khEyguIhn6TqAm3YeZQZyKs777F/view?usp=share_link
4. Assessment report repair recommendations for each garage
 - a. Chester
https://drive.google.com/file/d/1ZnG_XnmnOmmTZszpma4TU_xlIYGbwcPj/view?usp=share_link
 - b. North Old Woodward https://drive.google.com/file/d/1nPTIcdksxGR6IubZmEUJm-LUpfyBxiMP/view?usp=share_link
 - c. Park
https://drive.google.com/file/d/14qqYiBSGvi6WuIsOoO_dpt7BNU1gFkwr/view?usp=share_link
 - d. Peabody-https://drive.google.com/file/d/1KWU0rCcr-Qni9JnWeD1IEIH9WT7vaM4n/view?usp=share_link

SUGGESTED COMMISSION ACTION:

Make a motion to adopt the resolution awarding the contract to Wiss, Janney, Elstner Associates, Inc. for the proposed Repair Design & Construction Document Development for Park, Peabody, Pierce, Chester, and North Old Woodward parking Structures in the amount of \$631,400.00; further, to charge the contract to each structure's capital outlay account as costs are incurred. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

AGREEMENT OF REPAIR DESIGN & CONSTRUCTION DOCUMENT DEVELOPMENT

THIS AGREEMENT is entered into this 14 day of November, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **WJE ENGINEERS AND ARCHITECTS**, A Michigan P.C., whose address is 30700 Telegraph Road, Suite 3580, Bingham Farms, MI 48025, (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires hiring a qualified professional firm to furnish repair design and construction documents for the five City owned parking structures known generally as: N. Old Woodward Ave, Park St, Peabody St, Pierce St, and Chester St.; and

WHEREAS, the Contractor has professional qualifications and unique historical knowledge that meet the project requirements and has provided a response and cost proposal to perform the requested repair design and construction document development as descriptive in the scope of work.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for Repair Design and Construction Document Development dated September 30, 2022, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of one (1) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all design and construction documents prepared by the Contractor through such date.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City. The total contract amount is \$574,000 and includes the scope of work as indicated in Table 1. Fee Schedule on page 7 of the Repair Design and Construction Document which is attachment A.

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the

term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: 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 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.

7. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the City 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 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 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 considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its professional efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: 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 City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf 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 City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, to the extent caused by the negligent acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers 4 Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

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 Contractor 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 **Additional Insureds: The City of Birmingham, including all 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: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. 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 City at least (10) days prior to the expiration date.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham 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, or a signed and notarized copy of the Sole Proprietor Form;
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, if applicable;
5. If so requested, Certified Copies of all policies mentioned above will be furnished.

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

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Aaron Ford
(248) 530-1257

Contractor: Matthew E. Lewis, PE
Senior Associate and Project Manager
WJE Engineers and Architects
(Wiss, Janney, Elstner Associates)
30700 Telegraph Road - Suite 3580
Bingham Farms, MI 48025
Phone: 248-593-0900

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor's staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. LEGAL PROCEEDINGS: 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written proposal dated September 30, 2022. In the event of a conflict in any of the terms of this Agreement and the proposal dated September 30, 2022, the terms of this Agreement shall prevail.

21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham 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 City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.


WJE ENGINEERS AND ARCHITECTS

By: MATTHEW LEWIS, P.E. 
Its: SENIOR ASSOCIATE

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

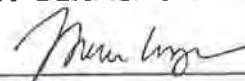
On this 1ST day of NOVEMBER, 2022, before me personally appeared MATTHEW LEWIS, who acknowledged that with authority on behalf of WJE ENGINEERS AND ARCHITECTS to do so he/she signed this Agreement.

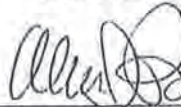



Notary Public
MACOMB County, Michigan
Acting in OAKLAND County, Michigan

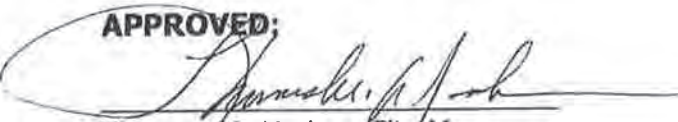
My commission expires: 8/15/2029

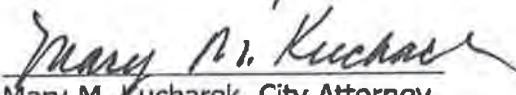
CITY OF BIRMINGHAM:

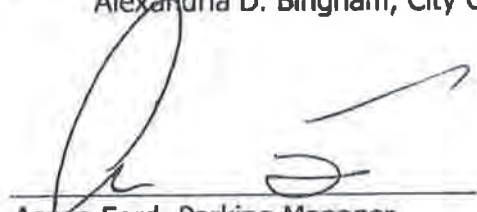
By: 
Therese Longe, Mayor

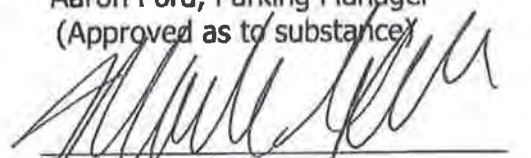
By: 
Alexandria D. Bingham, City Clerk

APPROVED:


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


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


Aaron Ford, Parking Manager
(Approved as to substance)


Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

City of Birmingham Parking Structures

Repair Design & Construction Document Development

North Old Woodward, Pierce Street, Park Street, Peabody Street, and
Chester Street Parking Structures



September 30, 2022

WJE No. 2022.0566

PREPARED FOR:

City of Birmingham
ATTN: City Clerk's Office
151 Martin Street
Birmingham, Michigan 48009

PREPARED BY:

Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel



City of Birmingham Parking Structures

Repair Design & Construction Document Development

North Old Woodward, Pierce Street, Park Street, Peabody Street, and Chester Street Parking Structures

Matthew E. Lewis, P.E.
Project Manager and Senior Associate

Sarah V. Rush, P.E.
Senior Associate

September 30, 2022
WJE No. 2022.0566

PREPARED FOR:

City of Birmingham
ATTN: City Clerk's Office
151 Martin Street
Birmingham, Michigan 48009

PREPARED BY:

Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel



CONTENTS

Introduction 1

Project Background 1

Recent Work 1

Description of Structures 1

Request for Services 1

Scope of Services 2

Kick-off Meeting 2

Fieldwork and Analysis 2

Repair Design and Construction Document Development 3

Construction Document Finalization 4

Bidding Assistance 4

MEP Subconsultant 4

Local Office & Project Contacts 4

Related Project Experience 5

WJE Qualifications 5

Project Staffing 6

Terms and Conditions 6

Schedule 7

Additional Services 8

Closing 8

APPENDIX A. Structure Specific Background and Additional Scope

APPENDIX B. Personnel Qualifications

INTRODUCTION

Wiss, Janney, Elstner, Inc. (WJE) is pleased to submit this proposal to perform professional engineering services for five City of Birmingham (City) parking structures located at the following addresses:

- North Old Woodward (NOW) Garage, located at 333 N Old Woodward Avenue,
- Pierce Street Garage, located at 333 Pierce Street,
- Park Street Garage, located at 333 State Park Street,
- Peabody Garage, located at 222 Peabody Street, and
- Chester Garage, located at 180 Chester Street.

The intent of this project is to design repairs and develop construction documents for each parking structure with the understanding that repair construction will begin in 2023 and continue into subsequent years, as determined by the City.

PROJECT BACKGROUND

Recent Work

In 2020 and 2021, WJE performed condition assessments at four of the five subject parking structures for the purpose of developing short, mid, and long term repair and maintenance strategies, as well as solutions to rehabilitate and extend the useful life of the structures. Following the completion of the condition assessments and delivery of the reports outlining our findings and recommendations, the City elected to perform limited repairs at the NOW, Chester, Park, and Peabody parking structures. As requested, WJE designed repairs, developed construction documents, and provided construction period services for the repair projects during Fall 2021. The projects at the Chester, Park, and Peabody parking structures have been completed. The project at the NOW structure is ongoing, with completion expected in late Fall 2022.

WJE has additional previous experience, prior to the 2020-2021 assessment program, with the North Old Woodward and Pierce Street parking structures. Additional project background information specific to each parking structure can be found in **Appendix A**.

Description of Structures

Descriptions of the individual parking structures are provided in **Appendix A**

Request for Services

On February 3, 2022, Mr. Matthew Lewis and Ms. Sarah Rush, both of WJE, met with representatives of the City to discuss the project objectives. The City requested that WJE submit a proposal to design repairs and prepare construction drawings for the anticipated comprehensive repair projects at each parking structure, with the repair work to be performed over the subsequent years. The anticipated repair projects were to include all repair recommendations outlined in our original condition assessment reports, which generally consist of structural, waterproofing and facade repairs. The City further requested that WJE's repair documents include aesthetic and serviceability improvements within the parking structures and stairwells, including painting work. The City also requested that WJE retain a mechanical, electrical (lighting), and

plumbing (MEP) subconsultant to assess the parking structures and, following City input and approval, develop repair documents for their recommended repairs and improvements.

The City indicated all programming (e.g., signage, wayfinding, gates, etc.) would be excluded from WJE's scope, to be contracted directly by the garage operator, SP+, under separate bid solicitation. We assume wayfinding color selection for each level of the garages will be provided by the City/SP+, which can be incorporated into WJE's painting specification.

We understand the City has estimated the total design and construction cost for the upcoming projects at all five garages to be approximately \$15M to be allocated over the next few years. We understand this estimate was based on the findings and cost estimates outlined in WJE's condition assessment reports, contractor cost estimates for work such as installation of new LED lighting and interior painting efforts, and based on WJE consulting during and subsequent to the February 3 meeting.

The City and WJE discussed multiple options to package and bid the construction documents, including packaging of the bid documents for all five parking structures under one awarded contract (i.e., to one general contractor with the work performed over a number of years) or packaging the bid documents for each individual parking structure as separate contracts with bid solicitations occurring over multiple years. The benefits and disadvantages to either approach and final selection of the preferred package method can be determined during the "Kick-off Meeting" or "Owner Review" phases noted below.

SCOPE OF SERVICES

Based on our understanding of the project objectives, our familiarity with the parking structures, and our extensive experience assessing and developing construction drawings for repair of parking garages, we propose the following general scope of services applicable to all five garages. Please also refer to **Appendix A** for descriptions of services unique to each specific garage.

Kick-off Meeting

WJE will meet with the City to gain input on their priorities for the repair projects and the extent of the repair scopes and bid packaging method in relation to the February 3, 2022 discussion. We will also finalize the proposed design project schedule at this time.

Fieldwork and Analysis

WJE will visit the sites to collect relevant as-built information, to perform additional investigation of select conditions as recommended in our original reports, and as needed to gather the information necessary to develop the repair drawings, details, and the scope of work to address the observed conditions, which may have changed since our previous inspections. At the fifth parking structure, Pierce Street, WJE will conduct a more thorough condition assessment as discussed in **Appendix A**.

WJE will lead a meeting with the City and our MEP subconsultant to summarize and discuss the findings of this project phase and in preparation of moving into repair design and construction document development. WJE will update our Opinion of Cost estimates to facilitate this discussion.

Repair Design and Construction Document Development

Based on the findings from the *Fieldwork and Analysis* task, as well as input from the City, WJE will design the repairs and develop construction documents consisting of project specifications and drawings detailing requirements for completing the work, including all outstanding work items referenced in WJE's *City of Birmingham Parking Garage Structural Assessment Program* reports dated April 30 and May 5, 2021. The specifications will consist both of technical sections describing the repair work items and construction contract provisions, defining unit cost work items, and establishing the general working conditions during construction. Given our experience with similar structures, we anticipate that the drawings will consist of the following:

- Plan and elevation drawings identifying the repair locations and work items, as well as the painting scope and color-coding schemes provided by the City
- Select concrete repair details, such as partial depth concrete horizontal repair, full-depth horizontal, concrete repair, underside concrete repair, curb repair details, formed vertical and overhead repairs, crack repair
- Select details for the repair of post-tensioning tendons for the post-tensioned concrete parking structures, such as end/intermediate anchorage repairs, tendon splice repairs, sheathing repairs
- Required shoring loads and locations, as needed
- Select waterproofing repair details, such as sealant replacement, expansion joint replacement, traffic coating repair, traffic coating installation, elastomeric coating installation, penetrating sealer installation, drain replacement, supplemental drain installation
- Select facade repair details, such as concrete or brick masonry cladding repointing and reconstruction, sealant replacement, masonry shelf angle flashing repairs, curtainwall glazing replacement, curtainwall frame painting, concrete and masonry facade cleaning
- Select stairwell repair details, such as railing and railing post repair, stair nosing replacement, concrete stair repairs, and concrete masonry (block) repairs
- Miscellaneous details specific to each structure, as needed

As a part of this effort, WJE will coordinate with a MEP consultant for support pertaining to mechanical, electrical (lighting), and plumbing repairs and improvements throughout the parking structures. MEP equipment and materials will be visually depicted and specified in the repair documents.

Over the course of the design development, WJE will lead 3 meetings with the City to discuss the scope of work, review repair options and work alternates, review phasing options and owner requirements, and to confirm the bid packaging and solicitation method.

WJE will provide the City with a set of drawings and specifications for review and input when they have been developed to approximately 30 percent and again at 90 percent of the final construction set. WJE will submit an updated engineering opinion of cost estimate as part of the 90 percent "Owner Review" set for the City's consideration and planning purposes.

Construction Document Finalization

WJE will finalize the construction documents incorporating WJE’s internal review comments and input from the City. The construction documents will be used by the City to obtain pricing from qualified contractors to perform the work.

Bidding Assistance

WJE will lead a pre-bid meeting at the project sites to discuss the project scope and conduct a walkthrough with the bidding contractors, SP+, and City representatives. During the bidding period, WJE will address relevant technical or scoping questions that may arise by responding to contractor requests for information and issue formal addenda, if needed. After the bidding period, WJE will review and analyze the provided bids to assist the City with selecting a restoration contractor and work alternates.

MEP Subconsultant

WJE will engage directly with a MEP subconsultant to assist with assessment, design, and development of construction documents with respect to the MEP elements of the garages. The MEP subconsultant tasks for each garage shall include:

- Assessment and Reporting
 - Review of the original MEP construction drawings
 - Field assessment
 - Building code review of the MEP systems
 - Assessment report
 - Cost estimating
 - Attend assessment summary meeting with the City to discuss and select work scope
- Design and Construction Documents
 - Design for modifications, repairs, and improvements selected by the City
 - Attendance at select progress update and schematic design meetings with the City
 - LED lighting upgrade design and lighting controls
 - Egress lighting calculation and design
 - Electric Vehicle (EV) charging station design
 - Development of construction documents

With respect to the *Design and Construction Documents* task, the scope of services required to be provided by the MEP subconsultant is not fully known at this time and will be determined based on the results of the *Assessment and Reporting* task. Thus, the fee estimate provided below is presented as a budget range and will be refined following submission of the MEP assessment reports and final selection of a scope of MEP work by the City.

Exclusions: Work associated with the existing elevators and fire protection systems.

LOCAL OFFICE & PROJECT CONTACTS

The Project Managers and primary points of contact are Mr. Matthew Lewis, P.E. and Mrs. Sarah Rush, P.E., both Senior Associates at WJE’s Detroit location. Their contact information is provided below:



Wiss, Janney, Elstner, Inc.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
(p) 248.593.0900

Matthew E. Lewis, P.E.

(e) mlewis@wje.com
(d) 248.594.0145

Sarah V. Rush, P.E.

(e) srush@wje.com
(d) 248.594.0153

RELATED PROJECT EXPERIENCE

WJE's Detroit office has completed local condition assessments or designed repairs for at least 30 parking structures over the past five years. The table below lists five recent projects completed by local WJE staff that have similarities to and provide beneficial experience for the City of Birmingham parking structures.

Project Name	Client Name & Contact	Description of Services
Primary Street Parking Structure Condition Assessment, Structural Consulting Services, Repair Design	OHM Advisors City of Auburn Hills Kim O'Rear (734) 466-4454	Assessment, material testing, repair design, and construction document development for a 2000s precast prestressed parking structure containing precast plant manufacturer defects.
Henry Ford Hospital Detroit Structural Condition Assessments and Repair Design of Parking Structures	Henry Ford Hospital Detroit Hiep Nguyen (313) 693-5718	Assessment, repair design, and construction document development for waffle slab and flat slab with drop panel parking structures.
Grand Circus Parking Structure Engineering Services	Pullman Construction Pete Wallace (734) 282-3801	WJE partnered on a design-built team to design and implement a large restoration of two below-grade parking structures in downtown Detroit constructed in 1955.
Beaumont Hospital Grosse Pointe Parking Deck Repair Design and Construction Period Services	Beaumont Health System Dave Tremberth (734) 679-6371	Assessment, repair design, and construction document development for a precast prestressed parking structure.
Baltimore Parking Structure Detroit Restoration of Single-Tee Concrete Parking Structure	Patrick Meehan (313) 446-8790	WJE partnered on a design-built team to design and implement a \$5.5 million restoration of a 270,000 square foot post-tensioned parking structure built in 1964.

WJE QUALIFICATIONS

With over 700 professionals operating from offices and laboratories located across the United States and around the world, WJE has the resources to respond to virtually any problem and offers a wide range of technical services and expertise in virtually all aspects of design and construction technology.

Unlike other professional architectural or engineering firms, our interdisciplinary firm, with in-house laboratory facilities, is comprised of recognized experts in the design and construction industry. WJE's staff consists of members and chairs of national technical committees. WJE is the industry leader in concrete technology, having completed numerous research and training projects on concrete deterioration and corrosion protection for the American Concrete Institute (ACI), Post-Tensioning Institute (PTI), Federal Highway Administration (FHWA), National Highway Cooperative Research Project (NHCRP), Concrete Reinforcing Steel Institute (CRSI) and others.

Project Staffing

Our project team consists of engineers with significant experience assessing deterioration, analyzing structural behavior, and designing repairs in parking structures. The project will be managed by Mr. Matthew Lewis and Ms. Sarah Rush. Both are experienced in the investigation of parking structures, as well as many other types of historic and contemporary structures. Their projects involve field investigation, structural analysis, nondestructive testing and instrumentation, structural damage and failure assessment, structural repair design, preparation of construction documents and drawings, and building code investigations. As project managers, they are responsible for client relations, project staffing and budgeting, coordination, and development and quality of project deliverables. Ms. Rush is a board member of the ACI Greater Michigan Chapter and Mr. Lewis' Grand Circus Parking Garage project recently won an Award of Excellence from the International Concrete Repair Institute (ICRI). Both are licensed Professional Engineers in Michigan.

Ms. Tracy Naso and Mr. Peter Tarara will serve as Project Advisors. In their role, they will assist with developing technically sound repair recommendations and serving as quality assurance reviewers for all work product. Ms. Naso and Mr. Tarara have extensive experience in field and analytic assessment of new and historic structures and are both experts in the design, evaluation, and restoration of concrete structures, including facades, balconies, plazas, and parking structures. Ms. Naso is the Unit Manager of one of WJE's two Chicago office units and is a member of ACI and PTI, including chairing and serving on technical committees for PTI related to repair, rehabilitation, and strengthening of post-tensioned structures. Mr. Tarara is an Associate Principal and the Unit Manager of one of WJE's Structures III group located in WJE's headquarters and is a member of ACI committees 362 - Parking Structures, 364 - Rehabilitation, and 546 - Repair of Concrete.

In addition to Mr. Lewis and Ms. Rush, Mr. Justin Barden will act as a project engineer. Mr. Barden is experienced in performing condition assessments and construction period observations on concrete repair projects, including the recent work performed at the City's parking structures. In addition to having extensive experience in reinforced concrete structures, Mr. Barden is a board member of ICRI's Greater Michigan Chapter.

Detailed Personnel Qualifications may be found in **Appendix B**.

TERMS AND CONDITIONS

WJE will perform the Scope of Services described above and in **Appendix A** for the amounts shown in Table 1 below. In the absence of other agreed upon terms, WJE's work will be performed in accordance with the attached *Terms and Conditions for Professional Services*; however, we are amenable to working under terms similar to our previous contracts with the City. These services will be performed on a fixed fee basis. WJE will not perform additional services that exceed the budget prior to obtaining permission from the City.

Table 1. Fee Schedule	
Scope	Fee
<i>Fieldwork, Analysis, Schematic Design, Repair Design and Construction Document Development:</i>	
Peabody Street Parking Structure	\$56,000
Park Street Parking Structure	\$76,000
Chester Street Parking Structure	\$58,000
North Old Woodward Avenue Parking Structure	\$38,000
Pierce Street Parking Structure, including condition assessment phase	\$81,000
WJE Scope Subtotal	\$309,000
<i>MEP Subconsulting:</i>	
Assessment and Reporting	\$6,000 per garage = \$30,000
Scope Development, Repair Design, and Construction Documents	\$35,000 to \$45,000 per garage = \$175,000 to \$225,000
MEP Subconsulting Subtotal	\$205,000 to \$255,000
2023 Bidding Assistance	\$10,000
Total	\$574,000

SCHEDULE

We understand the City intends to commence with competitive bid solicitation for all five parking structures under one construction contract by Summer 2023. WJE proposes the following schedule of milestones pending approval by the City (schedule assumes WJE has authorization to proceed by October 14, 2022):

- October 14: Work commences
- November 1: WJE and MEP subconsultant meet with City and SP+ representatives to confirm work items and to review phasing options and owner requirements (Kick-off Meeting)
- December 14: Project team meeting following completion of fieldwork and analysis
- February 1: WJE issues an approximately 30% complete set for review and discussion
- March 1: WJE issues 90% complete set for "Owner Review"
- March 7: City/SP+ provides "Owner Review" comments to WJE
- April 1: WJE issues completed construction documents for bid solicitation
- April 7: Pre-bid meeting/walkthrough
- April 10: Deadline for technical questions
- April 14: WJE issues Addendum, if necessary
- April 29: Bidding deadline

ADDITIONAL SERVICES

WJE would be pleased to provide additional services at your request and under separate authorization, such as, but not limited to: attendance at meetings beyond those included in our scope of work and to provide construction administration and construction observation services, as described below, during the repairs. Appropriate budgets can be established once the final scope and construction duration is known.

Construction Period Services. These services include reviewing the work during the repairs to:

- provide a degree of quality assurance / quality control relative to the work being performed in general accordance with the intent of the design and contract documents,
- answer contractor questions,
- address unanticipated conditions that are inherent to any restoration project in an existing structure,
- measure work quantities for verification of contractor payment applications,
- provide material submittal reviews,
- and provide construction administration tasks such as review of contractor payment applications, answer formal RFI's, or review change orders.

The level of effort required during the construction period will depend on the duration and phasing of the construction, the relative intensity of the work, the capabilities of the contractor, and any unforeseen problems encountered during the work. WJE can submit a proposal for additional services at your request once the final scope is determined and the bidding contractor is awarded.

CLOSING

WJE has extensive experience in the investigation and repair of distressed and deteriorated concrete parking structures. Our project team that has been selected for this assignment has decades of combined experience with post-tensioned and precast/prestressed concrete structures, as well as intimate knowledge of all five of the subject parking structures. Because of this experience and our extensive hands-on experience in the design and implementation of concrete parking garage repairs, we believe that we are highly qualified to perform the work required.

Thank you for the opportunity to submit this proposal. We look forward to the continued opportunity to work with City of Birmingham and to assist with the care of its public structures. Please feel free to contact Matthew Lewis or Sarah Rush at (248) 593-0900 if you have any questions or comments regarding our recommended scope of work.



APPENDIX A. STRUCTURE SPECIFIC BACKGROUND AND ADDITIONAL SCOPE



NORTH OLD WOODWARD PARKING STRUCTURE

Description of Structure

The North Old Woodward (NOW) Avenue parking structure was constructed in 1966 and has five levels of parking with a centralized ramp system. The structural system on the supported levels consists of a two-way slab system comprised of reinforced concrete flat slabs supported on columns with drop panels. Level 1 is a reinforced concrete slab on ground, and Level 5 is uncovered rooftop parking. The supported slabs are approximately 15 inches thick, including a concrete topping that varies in thickness from three to six inches. The structure is square in plan with approximate dimensions of 200 feet by 200 feet, for a total area of 200,000 square feet of floor space between all levels. The facade at the corner towers is primarily brick masonry cladding with concrete masonry unit (CMU) backup; additionally, precast concrete units with an exposed aggregate finish extends from grade to the top of the corner towers, surrounding the windows and doors. At the time of the initial visual portion of the assessment, the remaining portions of the facade consisted of exposed aggregate precast concrete panels individually attached at each slab level; now, the panels have been removed and a prestressed cable vehicle barrier system is in place.

Project Background

WJE originally visited the site in July 2019 as a part of a previous limited structural assessment project. The City of Birmingham was considering modifications to the property on which the parking structure is located and, as a result, was interested in determining preliminary cost estimates to repair the existing parking structure. During an approximate 8-hour site visit, the assessment included a limited visual inspection of the accessible and exposed portions of the structural components, a limited visual inspection of the facade, and a limited sounding survey of portions of the structural components as summarized in WJE's *NOW Parking Structure Preliminary Assessment* report, dated July 5, 2019.

During the limited July 2019 assessment, WJE observed conditions that we identified as "Immediate Recommendations." Specifically, the recommendations pertained to loose overhead concrete and precast concrete facade panels of immediate concern. We recommended removing loose overhead concrete throughout the parking structure and facade to minimize the potential for concrete pieces to dislodge and impact pedestrians or vehicles. Additionally, we recommended stabilizing, repairing, or replacing the facade panels of immediate concern. Subsequently, WJE was requested to further document the facade panels, develop a temporary stabilization repair design and sketch, and provide a letter report to summarize our observations and to present our recommendations (*NOW Parking Structure Recommendations* dated July 26, 2019). The stabilization repairs were then performed by a contractor at select facade panels.

Following the implementation of the stabilization repairs, an existing facade panel connection, without supplemental stabilization installed, failed, resulting in the facade panel falling onto a drive lane below. It was observed that the existing connection failed due to advanced corrosion within the faced panel, unobservable and concealed when in its original installed position. Because of this, The City of Birmingham proactively elected to remove all existing precast concrete panels that comprise the facade of the parking structure. The facade panels served as the vehicle barrier system for the perimeter of each

above-ground level. Thus, the City of Birmingham requested that WJE design a new vehicle barrier system to be installed in order to maintain the existing level of safety within the garage with the facade panels removed. A steel cable-based barrier system was the method preferred by the City of Birmingham for this application, and the installation of the barrier system was completed in July 2020. As a part of the installation of the new barrier system, concrete repairs were performed at the slab edges along the entire structure perimeter. The new vehicle barrier system was purposely designed to accommodate various options with respect to architectural cladding systems in the future.

In 2020 and 2021, WJE performed condition assessment of the NOW garage, for the purpose of estimating short, mid, and long term mitigation strategies, as well as to develop repair solutions to extend the useful life of the structures. The findings and recommendations for the NOW garage were presented in WJE's *City of Birmingham Parking Garage Structural Assessment Program* report dated May 5, 2021. The City of Birmingham elected to perform limited repairs at the NOW Parking Structure. As requested, WJE designed repairs, developed construction documents, and provided construction period services for the repair projects. The project at NOW is ongoing, with completion expected in late Fall 2022.

SCOPE OF SERVICES

In **addition** to the general scope of services presented in the main body of this document, the following tasks will be performed for the North Old Woodward parking structure:

Fieldwork

WJE will review the condition of the stair treads, risers, handrails, and nosings to develop appropriate repair details and associated construction work scopes within the stair towers.

Repair Design and Construction Document Development

Based on the fieldwork of WJE's stairwell and drain assessment fieldwork, WJE will develop corresponding repair details as needed.

WJE will present multiple options for proprietary architectural cladding systems for the consideration and selection of the City and their design architect. WJE will then design and detail mechanical attachments for the selected architectural cladding system. For the purposes of this proposal, a 40 hour allowance is assumed. Design of the cladding system and its components is a delegated design and the responsibility of others.

WORK ITEMS BASED ON 2020 ASSESSMENT PROGRAM

Please refer to the attached table below regarding the work items and their respective statuses identified during WJE's *City of Birmingham Parking Garage Structural Assessment Program*:

Immediate Recommendations (within 1 year)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost*
Loose concrete removal COMPLETED 2021	2	work day	\$ 1,000	\$ 2,000
Replace damaged/missing drain covers PARTIALLY COMPLETED 2022	24	each	\$ 350	\$ 8,400
Reset displaced and loose stair tower metal cover plates PARTIALLY COMPLETED 2022	10	each	\$ 200	\$ 2,000
Immediate Recommendations Subtotal				\$ 12,400
Near-Term Repair Recommendations (within 1 to 2 years)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost*
Concrete				
Partial-depth topside slab concrete repairs PARTIALLY COMPLETED 2022	5,000	SF	\$ 45	\$ 225,000
Partial-depth underside slab concrete repairs PARTIALLY COMPLETED 2022	4,500	SF	\$ 100	\$ 450,000
Waterproofing and Drainage Improvements				
Rout and seal cracks and joints in slab PARTIALLY COMPLETED 2022	25,000	LF	\$ 6	\$ 150,000
Traffic bearing membrane on Level 5 COMPLETED 2022	41,000	SF	\$ 5	\$ 205,000
Inspect and clean drain lines PARTIALLY COMPLETED 2022	1	each	\$ 15,000	\$ 15,000
Masonry Repairs				
Replace concrete masonry units at stair towers PARTIALLY COMPLETED 2022	50	SF	\$ 20	\$ 1,000
Subtotal				\$ 1,046,000
General Conditions, Overhead and Profit (15%)				\$ 156,900
Project Contingency (15%)				\$ 156,900
Engineering/Testing/Construction Period Services (10%)				\$ 104,600
Near-Term Recommendations Total				\$ 1,464,400
Long-Term Repair Recommendations (within 3 to 5 years)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost*
Concrete				
Partial-depth topside slab concrete repairs PARTIALLY COMPLETED 2022	5,000	SF	\$ 45	\$ 225,000
Partial-depth underside slab concrete repairs PARTIALLY COMPLETED 2022	4,500	SF	\$ 100	\$ 450,000
Concrete column repairs PARTIALLY COMPLETED 2022	150	SF	\$ 110	\$ 16,500
Concrete wall repairs PARTIALLY COMPLETED 2022	60	SF	\$ 100	\$ 6,000
Waterproofing Improvements				
Traffic bearing membrane on Level 2, 3, and 4	123,000	SF	\$ 5	\$ 615,000
Replace sealant at cove seal joints PARTIALLY COMPLETED 2022	1,000	LF	\$ 6	\$ 6,000
Masonry Repairs				
Localized repointing of clay masonry veneer PARTIALLY COMPLETED 2022	100	SF	\$ 20	\$ 2,000
Replacement of clay brick masonry units	60	EA	\$ 15	\$ 900
Steel lintel clean and coat	40	LF	\$ 350	\$ 14,000
Subtotal				\$ 1,335,400
General Conditions, Overhead and Profit (15%)				\$ 200,310
Project Contingency (15%)				\$ 200,310
Engineering/Testing/Construction Period Services (10%)				\$ 133,540
Long-Term Recommendations Total				\$ 1,869,560
Grand Total				\$ 3,346,360

*Prices based on current (2021) dollars and do not include increases for inflation (recommended 3 percent per year)

PIERCE STREET PARKING STRUCTURE

Description of Structure

The parking structure was constructed in 1968 and is a four-story reinforced concrete flat slab structure. Five parking levels (including the slab-on-ground level) are connected via a north-south ramp at the middle of the structure. The nominal 12-1/2 inch elevated floor slabs are supported directly by reinforced concrete columns, with drop panels 10 feet by 11 feet by 4 inches at each column. The typical column spacing is approximately 29 feet in the north-south direction and 34 feet in the east-west direction. The floor slabs cantilever approximately 15 feet at the perimeter of the structure from the columns to an upturned edge beam/guardrail. The slabs also cantilever approximately 15 feet to the two interior expansion joints.

In plan, the structure consists of two joined rectangles with the long dimension of each rectangle in the north-south direction and each floor comprising about 60,000 square feet. The larger rectangle is approximately 130 feet east-west by 325 feet north-south with the smaller rectangle to its west, approximately 70 feet east-west by 180 feet north-south. The larger rectangle is split approximately in half by an east-west expansion joint, and a north-south expansion joint separates the larger and smaller rectangles.

Project Background

At the request of the City of Birmingham, WJE performed a limited structural assessment of the garage in 2018 to assess safety concerns caused by the visible differential deflection at the expansion joints of the supported floors and to provide an assessment of the working condition of the drainage system. The findings from this assessment were presented in our *Slab Differential Deflection Safety Assessment* letter, dated September 28, 2018. Based on this report's findings and recommendations, WJE issued a proposal letter, dated October 11, 2018, with a detailed proposed scope of services as continuation of the initial assessment of the Pierce Street parking garage. These tasks were incorporated into the scope of services for our 2020 *Parking Garage Structural Assessment Program*. The tasks performed and respective statuses are as follows:

- Floor laser survey
 - Completed by TruePoint Laser Scanning, LLC in January 2020
 - Data provided to WJE for review and analysis
- Drainage system clean-out and video inspection
 - Video inspection performed by Plumber's Service Inc. (PSI) in January 2020.
 - Some repair work performed as directed by the City of Birmingham; however, WJE was not involved in this work.
- Structural analyses
 - Completed in 2020 and 2021
 - Analysis will be updated following our upcoming condition assessment (see below)

- Site work
 - To be performed as part of our upcoming condition assessment (see below)
- Materials testing
 - To be performed as part of our upcoming condition assessment (see below)
- Report
 - Will be provided following our upcoming condition assessment (see below)

Throughout the process, the City of Birmingham was verbally updated on our progress with respect to these tasks. Based on the City's positive response to the condition assessments performed at the other four garages, it was decided that a similar assessment should also be performed for the Pierce Street garage and the remaining work items would be incorporated into that project, as represented below.

SCOPE OF SERVICES

In **addition** to the general scope of services presented in the main body of this document, the following tasks will be performed for the Pierce Street parking structure:

Additional Condition Assessment

WJE will perform a field assessment of the parking structure to observe and document the various types of deterioration beyond the previously assessed differential slab deflections. The primary intent of the assessment will be to visually assess accessible portions of the structure in order to determine what types of repairs may be required and the likely extent of those repairs. The assessment will include visual inspection, chain dragging and hammer sounding of select representative structural elements.

For the exterior walls and facade, a binocular survey will be performed from grade. Lastly, the condition of the roofing will be visually assessed. Observed conditions will be digitally documented with Plannotate by use of iPads and with photographs.

Materials Testing

Concrete samples will be tested to estimate the cement-to-aggregate ratio (cement content) and water-to-cement ratio, and to measure the compressive strength. Petrography and compressive strength testing will be completed at WJE's laboratory in Northbrook, Illinois. Estimated cement content and water-to-cement ratios may inform the interpretation of the observed deflections of the floors. Estimates of the concrete compressive strength based on the results of the compression testing will be used to refine the calculations of load carrying capacity of the regions.

Finalize Analysis

WJE will refine our analysis and update the results based on the information gained from the assessment and materials testing tasks.

Condition Assessment Report

Similar to the reports provided for the other four garages, WJE will prepare a written report summarizing our findings and conclusions for Pierce Street, including recommendations for a repair and rehabilitation

program. The report will include a prioritized list of repair recommendations to address structural and other conditions of concern. The report will also provide an engineering level estimate of probable construction costs, to be used for developing a preliminary budget. Repair costs for observed structural and water infiltration distress will be projected based on the visual survey and our experience with past parking structure repair construction.

PARK PARKING STRUCTURE

Description of Structure

The Park Street parking structure was constructed during the mid-1970s and has five levels of parking with a centralized ramp. Level 1 and a portion of the ramp from Level 1 to Level 2 are a reinforced concrete slab on ground, and Level 5 is uncovered rooftop parking. The four-bay, side-by-side structure is rectangular in plan, with approximate overall dimensions of 250 by 225 feet, for a total area of about 270,000 square feet between all levels. The north and south ends of the structure are unsloped, while the remaining bays of the garage are sloped to serve as circulation ramps.

The structure consists of 5-1/2-inch-thick, one-way, post-tensioned (PT) concrete slabs supported by steel beams, girders, and columns. The PT tendons consist of single 7-wire strands in plastic sheathing. The structural tendons run in the north-south direction with the temperature and shrinkage tendons running in the east-west direction. One construction joint exists in each bay. The exterior perimeter columns are steel pipes, and the interior columns, beams, and girders are steel wide flange shapes. Steel tube diagonal bracing members, intended to provide lateral stability in the north-south direction, span between four pairs of columns at the ends of both interior column grid lines. Steel moment frames at the north and south ends of the interior column grid provide lateral stability in the east-west direction.

Steel channels that span between the interior columns run along the lengths of the interior slab edges at an approximate height of two feet above the slab, to act as vehicle barriers between ramps. Intermediate steel wide flange posts that run the full height of the structure are located between interior columns and provide lateral support to the vehicle barriers at their midspans. These intermediate posts are embedded in concrete foundations at their base, and are supported by bolted connections to angles at each of the slab edges above.

The facade consists of corrugated metal panels supported by light gauge steel vertical posts anchored to the top surface of the concrete slabs. Struts along the bottom edges of the panels connect to the steel edge beams below to provide lateral support to the facade panels. Stair towers with concrete masonry (CMU) walls, brick veneer cladding, and steel stairs are present at each of the four garage corners, with expansion joints separating the towers from the remaining structure.

Project Background

In 2020 and 2021, WJE performed a condition assessment of the Park garage for the purpose of estimating short, mid, and long term mitigation strategies, as well as to develop repair solutions to extend the useful life of the structures. The assessment included a visual inspection of the accessible and exposed portions of the structure and facade, a limited sounding survey of portions of the structural components, and isolated inspection openings to review the condition of the post-tensioned tendons.

The findings and recommendations for the Park garage were presented in WJE's *City of Birmingham Parking Garage Structural Assessment Program* report April 30, 2021. The City of Birmingham elected to perform limited repairs at the Park Street Parking Structure, and the 2021-2022 repair project was completed in August 2022.

SCOPE OF SERVICES

In **addition** to the general scope of services presented in the main body of this document, the following tasks will be performed for the Park Street parking structure:

Fieldwork and Analysis

Portions of the existing cladding system have been removed due to vehicle impact damage. The cladding system also serves as the vehicle barrier system at the garage perimeter. WJE will design a new assembly to restore the system and replicate the original system, 20 hours assumed. We plan to repair the system in-kind. We also plan to consider modifying the type and positioning of the existing vehicle curbs/wheel stops to mitigate future vehicle impact damage.

WJE will review the construction documents to help determine the as-built configuration of the existing footings located below the corroded intermediate posts of the interior vehicle barrier system. WJE will analyze the structural system of the garage as a whole to determine the significance of the intermediate post base connections and to develop appropriate repairs, 20 hours assumed.

Repair Design and Construction Document Development

WJE will design and develop structural steel repair details associated with the work items identified in the attached table. This includes the design of new post bases and foundation connections at the corroded intermediate posts. WJE's construction documents will also specify the removal of all abandoned, corroded steel conduit that is embedded in the floor slabs. WJE assumes the City and our MEP subconsultant will assist with the identification of abandoned conduit that may be removed to mitigate further distress to the structural system.

Exclusions: As discussed in our condition assessment report, several deterioration conditions are present related to the exterior vehicle barriers and facade panels. Code upgrades to the perimeter vehicle barrier system are not required if the system is repaired in-kind. Therefore, we understand the City does not wish to replace the perimeter architectural cladding system, and the panels will be repaired in-kind only. Should the City wish to pursue alternative systems for the facade cladding and vehicle barrier system, WJE would be happy to assist upon separate authorization.

WORK ITEMS BASED ON 2020 ASSESSMENT PROGRAM

Please refer to the attached table below regarding the work items and their respective statuses identified during WJE's *City of Birmingham Parking Garage Structural Assessment Program*:

Near-Term Recommendations (within 1 to 2 Years)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost**
Replace construction joint sealant* COMPLETED 2022	900	LF	\$ 6	\$ 5,400
Repair column stiffener and moment connection plates* COMPLETED 2022	24	EA	\$ 1,000	\$ 24,000
Inspect and clean drain lines* COMPLETED 2022	1	LS	\$ 15,000	\$ 15,000
Traffic bearing membrane - complete replacement or new installation	142,000	SF	\$ 4	\$ 568,000
Traffic bearing membrane - add'l top coat only	72,000	SF	\$ 2.50	\$ 180,000
Rout and seal cracks in elevated slabs	1,500	LF	\$ 6	\$ 9,000
Replace expansion joint seals at stair towers	100	LF	\$ 125	\$ 12,500
Localized concrete repairs in slab, partial depth topside	2,500	SF	\$ 45	\$ 112,500
Localized concrete repairs in slab, full depth	11,000	SF	\$ 80	\$ 880,000
P/T slab tendon and anchor repair - allowance, approx. 50 repairs	1	LS	\$ 250,000	\$ 250,000
			Subtotal	\$ 2,056,400
			General Conditions, Overhead and Profit (15%)	\$ 308,460
			Project Contingency (15%)	\$ 308,460
			Engineering/Testing/Construction Period Services (10%)	\$ 205,640
			Near-Term Recommendations Total	\$ 2,878,960
Long-Term Recommendations (within 3-5 Years)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost**
Concrete Structure Repairs				
Localized concrete repairs in slab, partial depth topside	100	SF	\$ 45	\$ 4,500
Localized concrete repairs in slab, full depth	150	SF	\$ 80	\$ 12,000
Structural Steel Repairs				
Repair column base plates and/or anchorages	10	EA	\$ 250	\$ 2,500
Repair exterior pipe column bases	44	EA	\$ 750	\$ 33,000
Repair beam-to-column shear connections	70	EA	\$ 500	\$ 35,000
Repair intermediate vehicle barrier post connections, properly clean and paint	115	EA	\$ 250	\$ 28,750
Replace intermediate vehicle barrier post connections, in-kind	50	EA	\$ 500	\$ 25,000
Repair intermediate vehicle barrier post bases ‡	18	EA	\$ 10,000	\$ 180,000
Replace vehicle barriers, in kind	5	EA	\$ 400	\$ 2,000
Facade Repairs				
Replace facade panels and posts impacted by vehicles	1	LS	\$ 5,000	\$ 5,000
Replace missing anchors at facade base plates	1	LS	\$ 2,500	\$ 2,500
Reattach facade panel tie-backs ‡	1	LS	\$ 200,000	\$ 200,000
Miscellaneous				
Repair stair landings, tread/risers, CMU walls, and brick headers	1	LS	\$ 20,000	\$ 20,000
			Subtotal	\$ 550,250
			General Conditions, Overhead and Profit (15%)	\$ 82,538
			Project Contingency (15%)	\$ 82,538
			Engineering/Testing/Construction Period Services (10%)	\$ 55,025
			Long Term Recommendations Total	\$ 770,350
			Grand Total	\$ 3,649,310
* Highest priority of near-term repair items.				
** Prices based on current (2021) dollars, and do not include increases for inflation (recommended 3% per year).				
‡ Pending further analysis during repair design phase.				



CHESTER PARKING STRUCTURE

Description of Structure

Constructed in 1988, the Chester parking structure features six levels of parking. Tiers A and B are below grade, with Tier B consisting of a reinforced concrete slab on ground, while the Ground Tier (Tier 1) and Tiers 2 through 4 are above grade. The structure is rectangular-shaped, extending 167 feet in the north-south direction and 330 feet in the east-west direction for a total parking area of approximately 282,500 square feet. The central and south bays are sloped to serve as circulation ramps, while the north bay has a minor transverse slope for drainage. The floor plans for Tiers 2, 3, and 4 are set back in increments at the garage perimeter (terraced). Stair towers with elevator shafts project from the building plan on the east corners of the parking structure and are connected to the adjacent sidewalk with pedestrian bridges at grade. A third stair tower is present to the west of the vehicle entrance.

The structure consists of cast-in-place conventionally reinforced concrete columns supporting cast-in-place post-tensioned (PT) concrete beams and slabs. The PT tendons consist of single 7-wire strands in plastic sheathing with additional bonded reinforcement. The one-way structural slab consists of tendons extending in the east-west direction spanning between the PT beams, while the temperature and shrinkage tendons run in the north-west direction. One expansion joint is present on the east end of the garage, while multiple construction joints are present in each bay, which corresponds to locations of intermediate PT anchorages. The PT beam tendons are draped and continuous between aligned bays. A portion of the floor slab near the elevator shafts of each level (approximately 18 feet by 8 feet), consists of a composite reinforced concrete slab with a corrugated steel deck. This slab portion is independent of the adjacent post-tensioned slab and is separated by an expansion joint.

The perimeter walls generally consist of conventionally reinforced concrete supported on the concrete slab, which are clad with brick veneer. Concrete spandrel panels are present at the roof level and recessed areas on the north facade. The stair towers are clad in brick masonry veneer and curtainwall assemblies. The vehicle barrier system at interior column lines consists of post-tensioned cables.

Project Background

In 2020 and 2021, WJE performed a condition assessment of the Chester garage for the purpose of estimating short, mid, and long term mitigation strategies, as well as to develop repair solutions to extend the useful life of the structures. The assessment included a visual inspection of the accessible and exposed portions of the structure and facade, a limited sounding survey of portions of the structural components, and isolated inspection openings to review the condition of the post-tensioned tendons.

The findings and recommendations for the Chester garage were presented in WJE's *City of Birmingham Parking Garage Structural Assessment Program* report dated April 30, 2021), the City of Birmingham elected to perform limited repairs at the Chester Street Parking Structures. As requested, WJE designed repairs, developed construction documents, and provided construction period services for the repair projects. The 2021-2022 repair project at the Peabody Street parking structure was completed in August 2022.

During construction, the City of Birmingham requested that WJE determine the cause(s) of the water infiltration within the southeast elevator pit. WJE determined multiple paths of water infiltration were contributing to the ponded water within the elevator pit due to deficiencies in the curtainwall and glazing system above, deficiencies in the pedestrian bridge waterproofing and expansion joints, and deficiencies in the exterior masonry cladding at the base of the curtainwall. Temporary measures were taken to remediate water within the elevator pit, including the installation of a sump and sump pump within the base of the southeast stairwell and repairs to the masonry and curtainwall at grade. Long-term repairs are anticipated to include installation of permanent drain lines and electrical outlets servicing the sump pump and repairs to the curtainwall and glazing assembly above grade.

SCOPE OF SERVICES

In addition to the general scope of services presented in the main body of this document, the following tasks will be performed for the Chester Street parking structure:

Fieldwork and Analysis

WJE will visually assess the three stair tower roof areas related to locations of masonry deterioration that were not accessible during WJE's original assessment. WJE will develop appropriate roofing, gutter, and downspout repair details as necessary. WJE will retain a qualified roofing contractor to provide ladder access and create roofing inspection openings.

WJE will create an isolated inspection opening at the cracked and outwardly displaced masonry within the southeast stair tower to review the as-built construction and to develop appropriate repair details. WJE will retain a qualified masonry contractor to assist with the creation and temporary protection of this inspection opening.

Repair Design and Construction Document Development

WJE will develop repair details associated with the stair tower roof areas and water management systems, permanent drain lines and electrical outlets servicing the sump pump in the base of the southeast stair tower, deterioration of the structural and waterproofing elements of the pedestrian bridges, and repair of the curtainwall and glazing systems.

WORK ITEMS BASED ON 2020 ASSESSMENT PROGRAM

Please refer to the attached table below regarding the work items and their respective statuses identified during WJE's *City of Birmingham Parking Garage Structural Assessment Program*:

Near-Term Recommendations (within 1 to 2 Years)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost**
Localized concrete repairs in slab, full depth	1,500	SF	\$ 80	\$ 120,000
Localized concrete repairs in slab, partial depth PARTIALLY COMPLETED 2022	500	SF	\$ 45	\$ 22,500
P/T slab tendon repairs - allowance	1	LS	\$ 75,000	\$ 75,000
Replace pre-molded expansion joint seals (Tier A through Tier 3), including expansion joints near stairs* COMPLETED 2022	1,200	LF	\$ 125	\$ 150,000
Replace control joint sealant at intermediate PT anchorages (N-S joints)* COMPLETED 2022	2,000	LF	\$ 6	\$ 12,000
Rout and seal cracks in elevated slab and replace failed sealant at isolated cracks COMPLETED 2022	750	LF	\$ 6	\$ 4,500
Install traffic bearing membrane at control joints, expansion joints, and PT tendon repair areas	36,000	SF	\$ 5	\$ 180,000
Apply concrete slab sealer on elevated levels	195,000	SF	\$ 0.40	\$ 78,000
Install waterproofing and flashing improvements at pedestrian bridges	2	LS	\$ 8,000	\$ 16,000
Replace deteriorated horizontal lines at floor drains and associated components* COMPLETED 2022	150	LF	\$ 90	\$ 13,500
Inspect and clean lines as part of repair effort* COMPLETED 2022	1	LS	\$ 15,000	\$ 15,000
Remove loose brick coping fragments and verify all brick coping units are secure (not loose)* COMPLETED 2021	1	LS	\$ 1,500	\$ 1,500
Repair brick distress within east stair towers (vertical cracking and outward displacement). Coordinate with waterproofing efforts at pedestrian bridges.	2	LS	\$ 24,000	\$ 48,000
			Subtotal	\$ 736,000
			General Conditions, Overhead and Profit (15%)	\$ 110,400
			Project Contingency (15%)	\$ 110,400
			Engineering/Testing/Construction Period Services (10%)	\$ 73,600
			Near-Term Recommendations Total	\$ 1,030,400
Long-Term Recommendations (within 3 to 5 Years)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost**
Structural Repairs				
Localized concrete repairs in slab, full depth	250	SF	\$ 80	\$ 20,000
Localized concrete repairs in slab, partial depth	100	SF	\$ 45	\$ 4,500
Partial depth concrete repair at beams, columns, walls, spandrels	1,000	SF	\$ 90	\$ 90,000
Repair composite steel decking and supporting steel framing elements	1	LS	\$ 7,500	\$ 7,500
Waterproofing Repairs				
Replace winged expansion joints at Tier 4 (roof)	275	LF	\$ 125	\$ 34,375
Install traffic bearing membrane outside elevators at Tier 1 and at column bases at inclined columns (small areas)	700	SF	\$ 8	\$ 5,600
Install traffic bearing membrane at drains (small areas)	350	SF	\$ 8	\$ 2,800
Replace remaining joint sealant on elevated levels, including perimeter cove seal.	5,000	LF	\$ 6	\$ 30,000
Crack repairs at foundation walls and perimeter walls where active water infiltration is present PARTIALLY COMPLETED 2022	150	LF	\$ 35	\$ 5,250
Add drain in region of standing water on northeast end of Tier 1	1	LS	\$ 4,000	\$ 4,000
Facade, Stairwell and Miscellaneous Repairs				
Replace deteriorated brick coping units in-kind ‡	900	LF	\$ 100	\$ 90,000
Repoint deteriorated brick mortar PARTIALLY COMPLETED 2022	900	SF	\$ 50	\$ 45,000
Clean efflorescence (including exterior facade access)	1	LS	\$ 4,000	\$ 4,000
Rout and seal cracks on slab on ground and replace failed joint sealant (Tier B)	1,500	LF	\$ 6	\$ 9,000
			Subtotal	\$ 352,025
			General Conditions, Overhead and Profit (15%)	\$ 52,804
			Project Contingency (15%)	\$ 52,804
			Engineering/Testing/Construction Period Services (10%)	\$ 35,203
			Long Term Recommendations Total	\$ 492,835
			Grand Total	\$ 1,523,235
* Highest priority of near-term repair items.				
**Prices are based on current (2021) dollars.				
‡ See report discussion for alternative repair options.				

PEABODY PARKING STRUCTURE

Description of Structure

The Peabody Street parking structure (Peabody) was constructed during the mid-1980s and has eight levels of parking. A Lower Level is located below grade and consists of a reinforced concrete slab on ground. The garage vehicle entrance is located on Level 1 on the east side of the building. Level 7 and a portion of Level 6 are uncovered rooftop parking. The double-threaded helix structure is rectangular in plan with a truncated corner at the southeast and approximate overall dimensions of 200 feet by 115 feet, for a total area of about 170,000 square feet of floor space between all levels.

The structural system at the supported levels generally consists of a one-way post-tensioned (PT) slab supported by PT beams and conventionally reinforced concrete columns. The PT tendons consist of single 7-wire strands in plastic sheathing with additional bonded mild reinforcement. The structural slab tendons span in the north-south direction with two intermediate anchorage points at construction joints in each bay. Temperature tendons span perpendicular to the structural tendons in the east-west direction. The PT beam tendons are draped and continuous between aligned bays. The conventional mild reinforcement within the PT slab is epoxy coated; plain reinforcing bars are located elsewhere within the concrete structure. Large concrete washes (sloped curbs) are present at the slab edges, which were cast monolithically with the slab.

The exterior wall assembly consists of clay brick masonry veneer with concrete masonry (CMU) back-up. These partial height walls are approximately 3 feet tall and serve as the vehicle barrier system for the garage perimeter. The brick is supported by shelf angles that are anchored to the slab edges, while the reinforced CMU bears on top of the slab. The vehicle barrier system at interior column lines consists of post-tensioned cables. Stair towers with CMU walls, brick veneer, concrete stairs, and storefront window assemblies are present at the northeast and southwest corners of the structure. Expansion joints are present between the deck and stair towers and between the slab on ground and first elevated level. Mechanical and storage spaces are located within the Lower Level, and a vaulted sidewalk plenum space is present at the vehicle entrance.

Project Background

In 2020 and 2021, WJE performed a condition assessment of the Peabody garage for the purpose of estimating short, mid, and long term mitigation strategies, as well as to develop repair solutions to extend the useful life of the structures. The assessment included a visual inspection of the accessible and exposed portions of the structure and facade, a limited sounding survey of portions of the structural components, and isolated inspection openings to review the condition of the post-tensioned tendons. During this assessment, WJE observed conditions at Peabody that we identified as "Immediate Recommendations". Specifically, we recommended further investigation of concrete distress within two Lower Level columns located on the southwest end of the garage within 1 year.

The findings and recommendations for the Peabody garage were presented as part of WJE's *City of Birmingham Parking Garage Structural Assessment Program* report dated April 30, 2021. The City of

Birmingham elected to perform limited repairs at the Peabody Street Parking Structure and included the investigation of the Lower Level Peabody columns as part of the scope of work. As requested, WJE designed repairs, developed construction documents, and provided construction period services for the repair projects.

The investigation of the Lower Level Peabody columns exposed significant concrete cracking, inadequate original reinforcement installation in relation to the construction drawings, and structurally significant distress within the two columns. The capacity of the columns had been significantly reduced and, as such, immediate shoring and repairs were recommended, which were designed and implemented in Spring 2022. Additional investigation efforts at other locations of the garage were also recommended following the exposed conditions, which were completed in Spring 2022, and resulted in the concrete repair of Column 13-E on Level 5.

The 2021-2022 repair project at the Peabody Street parking structure was completed in August 2022.

SCOPE OF SERVICES

In **addition** to the general scope of services presented in the main body of this document, the following tasks will be performed for the Peabody Street parking structure:

Fieldwork and Analysis

WJE will visually assess the condition of the vaulted sidewalk located at the garage entrance, including access to interior mechanical, storage, and office spaces that were not accessible during WJE's original assessment. We assume the City will coordinate WJE access to these regions. WJE will analyze the remaining capacity of the vaulted sidewalk as deemed necessary, 10 hour allowance assumed.

Repair Design and Construction Document Development

WJE will develop repair and replacement details for the vehicle barrier cables located along the interior column lines of the parking structure and develop brick masonry and waterproofing repair details for the interior stairwell walls. WJE will develop concrete and waterproofing repairs for the vaulted sidewalk as needed.

WORK ITEMS BASED ON 2020 ASSESSMENT PROGRAM

Please refer to the attached table below regarding the work items and their respective statuses identified during WJE's *City of Birmingham Parking Garage Structural Assessment Program*:

Immediate Recommendations (within 1 Year)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost**
Investigation and repair of two Lower Level columns ‡ COMPLETED 2022	1	LS	\$ 50,000	\$ 50,000
Immediate Recommendations Total				\$ 50,000
Near-Term Recommendations (within 1 to 2 Years)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost**
Localized concrete repairs in slabs, full depth	300	SF	\$ 80	\$ 24,000
Localized concrete repairs in slabs, partial depth topside PARTIALLY COMPLETED 2022	500	SF	\$ 45	\$ 22,500
P/T slab tendon splice and materials - allowance	1	LS	\$ 50,000	\$ 50,000
Replace construction joint sealant* COMPLETED 2022	1,500	LF	\$ 6	\$ 9,000
Rout and seal cracks in elevated slabs and replace failed sealant at isolated cracks COMPLETED 2022	500	LF	\$ 6	\$ 3,000
Replace expansion joint seals* COMPLETED 2022	150	LF	\$ 125	\$ 18,750
Install traffic bearing membrane at construction joints, occupied areas, and vehicle entrance lanes	25,000	SF	\$ 5	\$ 125,000
Apply concrete sealer at all elevated levels	147,500	SF	\$ 0.40	\$ 59,000
Inspect and clean drain lines* COMPLETED 2022	1	LS	\$ 15,000	\$ 15,000
Subtotal				\$ 326,250
General Conditions, Overhead and Profit (15%)				\$ 48,938
Project Contingency (15%)				\$ 48,938
Engineering/Testing/Construction Period Services (10%)				\$ 32,625
Near-Term Recommendations Total				\$ 456,750
Long-Term Recommendations (within 3 to 5 Years)				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost
Concrete Structure Repairs				
Localized concrete repairs in slabs, full depth	150	SF	\$ 80	\$ 12,000
Localized concrete repairs in slabs, partial depth	100	SF	\$ 45	\$ 4,500
P/T slab tendon splice and materials - allowance	1	LS	\$ 25,000	\$ 25,000
Partial depth concrete repairs at beams, columns, foundation walls, and stairs and isolated crack repairs at beam-column intersections PARTIALLY COMPLETED 2022	1,000	SF	\$ 90	\$ 90,000
Waterproofing Repairs				
Install traffic bearing membrane at drains and concrete repairs	2,500	SF	\$ 8	\$ 20,000
Replace cove sealant at roof level, install cove sealant at other isolated locations	2,500	LF	\$ 6	\$ 15,000
Modify stair tower roof downspouts	1	LS	\$ 2,500	\$ 2,500
Facade, Stair Tower, and Miscellaneous Repairs				
Repair brick masonry cladding - allowance PARTIALLY COMPLETED 2022	1	LS	\$ 250,000	\$ 250,000
Repair stairwell storefront assemblies	1	LS	\$ 50,000	\$ 50,000
Stairwell handrail repairs, clean and paint metal surfaces	1	LS	\$ 150,000	\$ 150,000
Subtotal				\$ 619,000
General Conditions, Overhead and Profit (15%)				\$ 92,850
Project Contingency (15%)				\$ 92,850
Engineering/Testing/Construction Period Services (10%)				\$ 61,900
Long Term Recommendations Total				\$ 866,600
Grand Total				\$ 1,323,350
* Highest priority of near-term repair items.				
** Prices based on current (2021) dollars, and do not include increases for inflation (recommended 3% per year).				
‡ Pending further analysis during repair design phase; includes engineering, shoring, and masonry allowances.				



APPENDIX B. PERSONNEL QUALIFICATIONS

Matthew E. Lewis | Senior Associate



EDUCATION

- Michigan Technological University
 - Bachelor of Science, Civil Engineering, 2002
 - Master of Science, Civil Engineering, 2003

PRACTICE AREAS

- Code Consulting
- Construction Troubleshooting
- Failure/Damage Investigations
- Litigation Consulting
- Fire Damage
- Repair and Rehabilitation Design
- Structural Evaluation

REGISTRATIONS

- Professional Engineer in MI
- Professional Engineer in IN

PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction (AISC)
- American Society of Civil Engineers (ASCE)
- Structural Engineering Institute (SEI)

CONTACT

mlewis@wje.com
248.593.0900
www.wje.com

EXPERIENCE

Since joining WJE in 2003, Matthew Lewis has performed various consulting services with regard to the investigation and assessment of problems with historic and contemporary buildings, parking structures, stadiums, municipal structures and smokestacks, as well as retail, office and residential buildings. His projects involve a wide variety of services including field investigation, structural analysis, nondestructive testing and instrumentation, structural damage and failure assessment, design of structural repairs, preparation of construction documents and drawings, construction observations and building code investigation.

Prior to joining WJE, Mr. Lewis performed research at Michigan Technological University in fatigue analysis and evaluation of large steel overhead sign support structures. The result of his work was a comparative method for structures based on a combination of their economic and performance characteristics. This method was made available to state departments of transportation nationwide for use in the development of a stronger, more economic sign support structure.

REPRESENTATIVE PROJECTS

Parking Structures

- Grand Circus Park – Detroit, MI: Design-build assessment, repair design, construction documents and construction observations for large underground parking garage.
- City of Birmingham – Birmingham, MI: Assessment, repair design, construction documents and construction observations for five parking garages
- Fisher Building – Detroit, MI: Assessment and development of strategic repair approach for historic parking structure

Construction Troubleshooting

- Conner Creek - Detroit, MI: Observation of extensive reinforced concrete repairs in a historic CSO facility
- Palo Verde Water Reclamation Facility - Palo Verde, AZ: Observation of concrete repairs for large water treatment structures at nuclear power plant

- Cobo Conference/Exhibition Center Roof Deck - Detroit, MI: Observation of concrete repairs at helix bridge and roof level parking

Failure/Damage Investigations

- Cadillac Place - Detroit, MI: Causation investigation for partial collapse of historical plaster ceiling
- Joplin Schools - Joplin, MO: Structural assessment of tornado damage at multiple educational facilities
- Mt. Zion Church - Auburn Hills, MI: Structural investigation of an auditorium roof that partially collapse during a storm event
- Comerica AHOC - Auburn Hills, MI: Investigation, repair and in-situ drying of post tensioned tendons for concrete slabs

Litigation Consulting

- Center for Forensic Psychiatry - Ann Arbor, MI: Analysis of construction change order items related to project cost overrun and delay
- Criminal Justice Center - Huntsville, AL: Extensive field inspection and evaluation of construction documents for new correctional facility
- Tractor Supply Company - Fenton, MI: field inspection, evaluation, and structural analysis of tornado damaged commercial building

Fire Damage

- Fifth Third Ballpark - Grand Rapids, MI: Fire damage investigation and repair of a baseball stadium
- Oakland Hills Country Club – Bloomfield, MI: Fire damage assessment and building code review for historic country club building

Structural Evaluation

- Arkansas Public Schools - Little Rock and Morrilton, AR: Field inspection of fire-retardant-treated truss structures
- Major Retail Store Chain - Various Locations Nationwide: Field inspection, structural analysis, repair design and construction documents for large metal-frame buildings
- GM SMCO - Saginaw, MI: Investigation, testing and repair of elevated concrete slab at an engine casting facility

Sarah V. Rush | Senior Associate



EDUCATION

- Michigan Technological University
 - Bachelor of Science, Civil Engineering, 2010
 - Master of Science, Civil Engineering, 2012

PRACTICE AREAS

- Failure/Damage Investigation
- Repair and Rehabilitation
- Structural Analysis
- Fire Damage
- Facade Assessment
- Nondestructive Evaluation
- Water/Air Leakage Assessment
- Roofing and Waterproofing

REGISTRATIONS

- Professional Engineer in MI

PROFESSIONAL AFFILIATIONS

- American Concrete Institute - Greater Michigan Chapter

CONTACT

srush@wje.com
248.593.0900
www.wje.com

EXPERIENCE

Sarah Rush has been involved in numerous projects of various structure types and objectives related to both structural engineering and architecture. Her responsibilities have included field investigation and analysis of existing and damaged structures, development of technical repair and rehabilitation documents, and construction observations. She has performed structural analysis on steel, concrete, masonry, and wood structures. Ms. Rush has assisted with several nondestructive investigations and completed multiple condition assessments. Additionally, she has experience in litigation assistance, code review, and water infiltration investigations.

As a graduate student at Michigan Technological University, Ms. Rush performed finite element modeling and shrinkage testing of polymer and steel fiber reinforced ultra-high performance concrete as a bonded overlay on concrete bridge decks. The result of this work was a comparative method to standard overlay technologies based on economic, performance, constructability, and service life characteristics.

REPRESENTATIVE PROJECTS

Structural Analysis

- Mt. Zion - Clarkston, MI: Structural steel evaluation of a curved, three-dimensional, partial roof collapse
- Aunt Millie's Bakery - Plymouth, MI: Condition assessment of a distressed, elevated concrete slab, including analysis and repair recommendations
- Indoor Athletic Facility - College Station, TX: Assessment and testing of the steel cable bracing systems of two fabric-hoop structures after a partial roof collapse
- Major Retail Store Chain - Various Locations Nationwide: Field inspection, structural analysis, repair recommendations, and design for large metal frame buildings

Fire Damage

- Pontiac Central High School - Pontiac, MI: Structural assessment of fire damage to elevated concrete slab and concrete masonry

- Rue Versailles Apartments - Oak Park, MI: Structural assessment of fire damage to a wood-framed apartment building and preparation of technical repair documents

Facade Assessment

- Grand Park Centre - Detroit, MI: Condition assessment, including terra cotta, limestone, and clay brick masonry elements submitted to owner and City of Detroit to satisfy facade ordinance requirements
- Metropolitan United Methodist Church - Detroit, MI: Condition assessment, technical repair document development, and construction observation services, including sandstone, granite, and brick masonry elements
- C. C. Little Building, University of Michigan - Ann Arbor, MI: Condition assessment, water infiltration testing, technical repair document development, and construction observation services, including clay brick masonry and limestone elements
- Beaumont Hospital - Grosse Pointe, MI: Condition assessment, technical repair document development, and construction observation services, including clay brick masonry walls

Nondestructive Evaluation

- Automotive Manufacturing Facility - Saginaw, MI: Use of impact echo to locate distressed concrete in elevated concrete slab
- Carlyle Place Apartments - Clinton Township, MI: Use of ground penetrating radar to locate voids in concrete slab on ground

Water/Air Leakage Assessment

- Auto-Owners Insurance Headquarters - Lansing, MI: Water infiltration quality insurance testing of unitized curtain wall panel and insulated wall panel joints and tie-ins during recladding construction

Roofing and Waterproofing

- 35th Macomb Centre - Clinton Township, MI: Condition assessment, design, and construction observation services of tearoff and installation of EPDM membrane system



EDUCATION

- University of Kentucky
 - Bachelor of Science, Civil Engineering, 2003
- University of Illinois at Urbana-Champaign
 - Master of Science, Structural Engineering, 2004

PRACTICE AREAS

- Repair and Rehabilitation Design
- Concrete Structures
- Steel Structures
- Parking Structures
- Waterproofing
- Failure/Damage Investigations
- Construction Troubleshooting

REGISTRATIONS

- Professional Engineer in ND and WI
- Structural Engineer in HI, IL, and NE

PROFESSIONAL AFFILIATIONS

- American Concrete Institute (ACI)
- American Society of Civil Engineers (ASCE)
- Post-Tensioning Institute (PTI)
- Structural Engineers Association (SEA)

TECHNICAL COMMITTEES

- PTI CRT-60: Repair, Rehabilitation, and Strengthening Field Personnel Certification
- PTI DC-80: Repair, Rehabilitation, and Strengthening Committee, chair

EXPERIENCE

Tracy Naso specializes in the investigation and repair of structures. Her emphasis is on reinforced concrete systems, including conventional, post-tensioned, prestressed, and antiquated systems. She has extensive experience with a wide variety of structures, including high-rise towers, parking structures, plazas, pools, tunnels, and stadiums. Ms. Naso also investigates failures and collapse due to storms, fire, extreme events, and structural deficiency. She is experienced with available methods of nondestructive testing and sampling to establish properties of existing structures and has developed expertise in the selection of strengthening, repair, and waterproofing methods and materials. Ms. Naso designs repairs for the remediation, strengthening, and protection of new and existing structures, develops construction documents, and provides construction period observation and administration services for the implementation of those designs.

REPRESENTATIVE PROJECTS

Repair and Rehabilitation Design

- Northwestern University Utility Tunnels - Evanston, IL: Condition assessment and restoration program for one-hundred-year-old tunnel system
- Olympia Centre - Chicago, IL: Development of nonlinear inelastic analysis computer model to determine structural behavior and structural repair design to address shear failure of multiple transfer girders in a sixty-four-story reinforced concrete structure
- 400 East Randolph - Chicago, IL: Repair and renovation of reinforced concrete pool and geodesic glass and metal dome structures
- Warehouse Conversion - Chicago, IL: Evaluation of existing historic masonry and concrete structure for reuse for offices and the addition of new floor

Concrete Structures

- International Airport - FL: Condition assessment and repair of elevated concrete guideway for Automated People Mover system
- University of Nebraska, Memorial Stadium - Lincoln: Condition assessment and repair for ongoing stadium rehabilitation work

- North Dakota State University - Fargo: Condition assessment, structural, and waterproofing repair design for utility tunnel system

Parking Structures

- Hospital Parking Garage - Hoffman Estates, IL: Assessment of structural cracking, investigation of failure of structural connectors and sealants, and evaluation of deficient materials in ten-year-old precast/prestressed concrete parking structure
- Baxter Healthcare - Deerfield, IL: Annual assessment and repair of steel-framed parking structures
- Corporate Headquarters - Milwaukee, WI: Condition assessment and repair of post-tensioned concrete parking structure, modification of structure for new exit, and comprehensive review of wayfinding system

Waterproofing

- Commercial Building - Chicago, IL: Investigation and repair of roof waterproofing failure in one-year-old building
- Trustmark Insurance Headquarters - Lake Forest, IL: Plaza restoration and improvements
- Residential High-Rise - Milwaukee, WI: Investigation of structural deterioration and extensive leakage in recently repaired plaza; repair design and litigation support

Failure/Damage Investigations

- Optima Horizons - Evanston, IL: Assessment and strengthening of reinforced concrete floors exhibiting excessive deflection, cracking, and punching shear distress
- Commercial Building - Chicago, IL: Determination of cause of failure of structural connections between precast structural members in three-year-old building
- Grocery Store Roof Collapse - Brookfield, WI: Investigation of collapse and repair of steel truss roof

CONTACT

tnaso@wje.com
312.372.0555
www.wje.com



EDUCATION

- University of Iowa
 - Bachelor of Science, Civil Engineering, 2001
- Illinois Institute of Technology
 - Master of Science, Structural Engineering, 2007

PRACTICE AREAS

- Failure Investigation
- Field Testing
- Repair and Rehabilitation Design
- Reinforced Concrete Structures
- Steel Structures
- Structural Analysis
- Structural Evaluation

REGISTRATIONS

- Professional Engineer in IL
- Structural Engineer in IL

PROFESSIONAL AFFILIATIONS

- American Concrete Institute
- Structural Engineers Association of Illinois

TECHNICAL COMMITTEES

- ACI 362 - Parking Structures
- ACI 364 - Rehabilitation
- ACI 546 - Repair of Concrete

CONTACT

ptarara@wje.com
312.325.0921
www.wje.com

EXPERIENCE

Peter Tarara joined WJE in 2001 and has broad-based experience with structural investigations, evaluations, analyses, and strengthening of existing structures. His analytical work has included the use of computer models to analyze various structures.

Mr. Tarara has been involved with restoration of several historic, modern, and architecturally significant structures. Most of his experience involves restoration of reinforced concrete structures, including facades, balconies, plazas, and parking garages. These projects have been completed through the investigation, development of repair documents, and construction observation stages. Mr. Tarara has worked on several balcony railing repair and replacement projects as well as several precast concrete structures, including investigation of wall panels and double-tee slabs and connections. Several of his projects have included field and laboratory testing.

REPRESENTATIVE PROJECTS

Failure Investigation

- Sixty-Eighth Street Pumping Station - Chicago, IL: Investigation of partial facade collapse of building under repair
- 8216 South Racine - Chicago, IL: Investigation of partial structural collapse of building under construction
- IPC Petsmart Precast Warehouse Building - Ottawa, IL: Investigate wall panel building collapse

Field Testing

- 500 West Monroe - Chicago, IL: Davit socket and arm testing for code compliance
- Chicago Midway Airport Terminal Garage - IL: Failure investigation, field and laboratory testing, and repair of cable barrier restraint system
- Jefferson National Expansion Memorial (Gateway Arch) - St. Louis, MO: Field and laboratory testing of concrete overlay on stairs
- Midway Airport Economy Parking Garage - Chicago, IL: Precast panel corbel investigation, repair, and load testing
- Talcott Resurrection Parking Garage - Chicago, IL: Load testing of column corbels

Repair and Rehabilitation Design

- 1010 Lake Shore Drive Building - Chicago, IL: Concrete balcony repairs, including replacement of balcony railings
- Hemingway House Condominiums - Chicago, IL: Concrete facade and brick masonry repairs
- Malibu Condominium - Chicago, IL: Concrete balcony repairs, including replacement of balcony railings
- Beverly Wilshire Hotel - Beverly Hills, CA: Concrete balcony and railing repairs
- Marquette Building - Chicago, IL: Restoration of facade and cornice
- Promontory Apartments - Chicago, IL: Exterior facade repair on historic Mies Van der Rohe high-rise
- Trump Village Buildings - New York, NY: Concrete eyebrow investigation and repair
- River Plaza - Chicago, IL: Plaza restoration, including slab and waterproofing repairs
- Sandburg Village South Mall - Chicago, IL: Plaza restoration
- Pioneer Court Plaza - Chicago, IL: Granite paving and waterproofing restoration
- Advocate Good Samaritan Hospital Parking Garages - Downers Grove, IL: Precast double-tee flange-to-flange connection repairs

Structural Analysis and Evaluation

- Aloha Stadium - Honolulu, HI: Seismic and wind analysis of existing stadium
- Chatham Tower - Miami Beach, FL: Structural evaluation of wind and gravity loading using finite element analysis
- Four Winds Casino Parking Garage - New Buffalo, MI: Shear collar repair on column caps
- NASA's Vehicle Assembly Building (VAB) - Titusville, FL: Investigation of metal and fiberglass sandwich facade panels
- AMC Theatres - Canada: Investigation and analysis and repair of cracked precast sandwich wall panels



EDUCATION

- University of Michigan
 - Bachelor of Science, Civil Engineering, 2018
 - Master of Science, Civil Engineering, 2019

PRACTICE AREAS

- Concrete Structures
- Wood Structures
- Failure Investigation
- Facade Assessment
- Leakage Investigation

REGISTRATIONS

- Professional Engineer in MI

PROFESSIONAL AFFILIATIONS

- International Concrete Repair Institute (ICRI) - Greater Michigan Chapter

CONTACT

jbarden@wje.com
248.593.0900
www.wje.com

EXPERIENCE

Since joining WJE in 2018, Justin Barden has been involved in many projects related to both structural engineering and the exterior architecture of new and existing buildings. He has been involved in assessments, investigations, structural analyses, structural damage and failure evaluations, and the preparation of construction documents. Mr. Barden has performed multiple structural and water-related investigations, developed repair designs, and conducted quality control construction observations pertaining to the repair of concrete, steel, and wood structures.

REPRESENTATIVE PROJECTS

Concrete Structures

- NOW Parking Structure - Birmingham, MI: Condition assessment of parking structure, development of emergency facade stabilization, design of new cable barrier system and concrete repairs, and construction observation of a two-way reinforced concrete structure
- Henry Ford Health Systems - Detroit, MI: Condition assessment and development of repair and maintenance plan of a two-way reinforced concrete structure
- Beaumont Hospital - Dearborn, MI: Evaluation of prestressed, double-tee beam structure with corrosion-related distress
- General Motors Warren Technical Center - Warren, MI: Assessment, development of repairs, and construction observation of prestressed, double-tee beam parking structures with connection failures
- Westin Hotel - Boston, MA: Design of repairs for a post-tensioned concrete parking structure

Wood Structures

- University of Michigan, Hoover Building - Ann Arbor, MI: Assessment and structural analysis of historic wood trusses
- Detroit Central Farmer's Market - Detroit, MI: Structural analysis and conceptual design of historic timber-framed structure with traditional timber frame joinery
- Beaver United Church - Dayton, OH: Investigation, structural analysis, and development of repair recommendations for historic queen rod timber trusses

- The Salvation Army - Bay City, MI: Investigation, structural analysis, and construction observation of wood bowstring trusses
- Saint Alfred Church - Taylor, MI: Structural analysis and repair design of curved glulam beams
- Taylor Creek Stables - Davison, MI: Assessment and repair design of laterally buckled metal plate connected wood trusses
- Old Dominion Freight Line - Buffalo, NY: Investigation and analysis of historic wood trusses with split ring connections

Failure Investigation

- Lee Middle and High School - Wyoming, MI: Investigation of partial building collapse and development of structural framing demolition documents
- Multiple Schools and Apartment Buildings - Dayton, OH: Failure and damage investigation of tornado-damaged buildings
- Suburban Office Building - Southfield, MI: Investigation of roof and floor collapse

Facade Assessment

- Historic School Buildings - Detroit, MI: Structural and facade assessment of multiple vacant historic school buildings
- Cadillac Place - Detroit, MI: Facade ordinance assessment of limestone cladding
- Royal Oak Middle School - Royal Oak, MI: Assessment of failed masonry cladding and design of stabilization repairs
- Book Depository - Detroit, MI: Facade assessment of vacant historic building and rehabilitation construction observation

Leakage Investigation

- General Motors Warren Technical Center - Warren, MI: Investigation of water leakage of exterior wall insulated metal panels
- Apartment Building - Birmingham, MI: Investigation of water leakage of apartment building terraces and exterior walls clad with brick masonry and fiber cement siding
- Dominican Sisters of Mary Mother of the Eucharist - Ann Arbor, MI: Investigation of water leakage of standing seam metal roofing and single-ply membrane roofing



MEMORANDUM

Planning Division

DATE: March 8th, 2023

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Set a public hearing for a lot combination of 34350 Woodward Avenue and 909-911 Haynes Street, Parcel # 19-36-281-022 and Parcel # 19-36-281-030.

INTRODUCTION:

The owner of 34350 Woodward Avenue and 909-911 Haynes Street is seeking approval for a lot combination of two parcels into one in order to accommodate a new 2-3 story building for the Fred Lavery Porsche Dealership.

BACKGROUND:

The subject properties are located on the northeast corner of the intersection at Haynes Street, Elm Street, and Woodward Avenue. The Fred Lavery Porsche Dealership is located at 34350 Woodward Ave while a two story commercial building is located at 907-911 Haynes Street. The applicant is proposing to demolish the existing buildings, combine the lots, and construct a multi-story auto sales agency capable of accommodating a larger fleet of vehicles on-site.

Auto sales agencies and auto show rooms within the MU-5 and MU-7 Zone require a Special Land Use Permit (SLUP), which the applicant obtained November 8th, 2010 for the 34350 Woodward parcel only.

In November of 2020 and January of 2021, the applicant appeared before City Commission to request a lot combination, however the applicant had yet to complete a formal review process with the Planning Board for expanding use under a SLUP. The applicant was directed to obtain site plan and SLUP review prior to completing the lot combination process.

On December 1st, 2022, ([Agenda](#) – [Minutes](#)) the applicant appeared before the Multi-Modal Transportation Board (MMTB) to review recommendations of the Triangle District Plan's concepts for the intersection of Elm Street, Haynes Street, and Woodward Avenue.

On January 25th, 2023, ([Agenda](#) – [Minutes](#)) the Planning Board reviewed the application for the Final Site Plan and Special Land Use Permit (FSP & SLUP). The Planning Board moved to recommend approval of the FSP & SLUP with obtaining a lot combination as a condition of approval.

The Combination of Land Parcels Ordinance (Chapter 102, Section 102-83) requires that the following standards be met for approval of a lot combination.

- (1) *The Combination will result in lots or parcels of land consistent with the character of the area where the property is located, Chapter 126 of this Code for the zone district in which the property is located, and all applicable master land use plans.*

In regards to character of the area, the property is located within the City's Triangle District. The area is surrounded by a variety of uses and buildings ranging from one story to five stories in height which are mostly surrounded by surface parking.

In regards to zoning, 34350 Woodward is zoned MU-7 in the Triangle Overlay District while 907-911 Haynes Street is zoned MU-5. Both parcels are zoned B-2 in the underlying Zoning District. As previously mentioned, auto sales and auto showrooms are permitted with approval of a Special Land Use Permit in the MU-5 and MU-7 Zones. The subject property's SLUP application in 2010 was for one parcel only at 34350 Woodward and expanding the auto sales and auto showroom use requires a SLUP amendment.

The applicant has appeared before the Planning Board for Preliminary and Final Site Plan review with the new building proposal. The applicant has satisfied all Zoning Ordinance requirements and merited a recommendation of approval from the Planning Board to City Commission.

In regards to applicable Master Plans, the Triangle District Plan recommends that Worth Street be realigned to connect Bowers Street to the proposed Worth Plaza to improve connectivity within the Triangle District. City staff has determined not to pursue the Worth Street extension due to complications, one of which being a lack of control over the property to the north necessary for completing the extension.

The Triangle District Master Plan also recommends that the intersection of Elm Street at Haynes Street and Woodward Avenue be realigned to reduce speeds of vehicles exiting Woodward Ave onto Elm Street, reduce turning conflicts, and enhance pedestrian safety at the crosswalks. The applicant has appeared before the Multi-Modal Transportation Board and Planning Board for review of this intersection. There was general consensus from each board that option C2 of the Triangle District Plan which includes a one way southbound Elm Street with an extended bumpout to prevent turning conflicts from Haynes Street. The implementation of option C2 was recommended by staff as a condition of approval for the applicant's Final Site Plan and SLUP.

Accordingly, the proposed lot combination appears to satisfy this requirement.

- (2) *All residential lots formed as a result of a combination shall be a maximum width of no more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.*

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

- (3) *All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.*

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

- (4) *The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.*

The Triangle District has a variety of buildings types ranging in height and size, many of which are surrounded by large surface parking lots. **Given the existing conditions of the lower Triangle District, the proposed lot combination and building envelope appear to meet this requirement.**

- (5) *Any due or unpaid taxes or special assessments upon the property have been paid in full.*

There are no outstanding taxes due on this property. **The proposal meets this requirement.**

- (6) *The combination will not adversely affect the interest of the public or the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*

a.) *The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*

Based on the attached survey the proposed lot combination and building envelope appear to meet this requirement.

b.) *The effect of the proposed combination upon any floodplain areas, wetlands and other natural features and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbances of such natural features.*

The property is not located in a floodplain or wetlands, nor adjacent to a floodplain or wetlands.

c.) *The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*

The proposed lot combination does not appear to impact the supply of light and air to adjacent properties or the ability of the City to provide essential

services.

LEGAL REVIEW:

The City Attorney has reviewed the request and has no objections as to the form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for lot combinations, notices will be sent out to all property owners and tenants within 300 ft. of the property in advance of the April 3rd, 2023 public hearing at the City Commission.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of April 3rd, 2023 to consider the lot combination of 34350 Woodward Ave and 909-911 Haynes Street, parcel # 19-36-281-022 and parcel # 19-36-281-030.

ATTACHMENTS:

- Letter to the City
- Registered land surveys
- Proof of ownership

SUGGESTED ACTION:

Make a motion adopting a resolution to set a public hearing date of April 3rd, 2023 to consider the lot combination of 34350 Woodward Ave and 909-911 Haynes Street, parcel # 19-36-281-022 and parcel # 19-36-281-030.



Williams Williams Rattner & Plunkett, P.C.
Attorneys and Counselors

380 North Old Woodward Avenue
Suite 300
Birmingham, Michigan 48009

Tel: (248) 642-0333
Fax: (248) 642-0856

www.wwrplaw.com

March 3, 2023

By Email and Hand Delivery

Richard D. Rattner
rdr@wwrplaw.com

City Commission
City of Birmingham
151 S. Martin Street
Birmingham, MI 48009
Attn: Nicholas Dupuis

Re: Combination of Platted Lots Application for Parcel Nos. 19-36-281-030 and 19-36-281-022, property known as 34350 Woodward Avenue and 909-911 Haynes Street, Birmingham, MI (“Application”)

Dear Mr. Dupuis and Members of the City Commission:

We submit this letter in support of the Application filed by Lavery Michigan Dealership No. I, LLC (“Applicant”) for a lot combination of the parcels commonly known as 34350 Woodward Avenue and 909-911 Haynes Street, Birmingham, MI (the “Subject Property”). Please let this letter suffice as the required statement of reason for the requested lot combination, as required by the Combination of Platted Lots Application, paragraph 5.

The Application was submitted as part of a series of applications filed with the Planning Department on behalf of Applicant and its proposed development project at the Subject Property. The purpose of the lot combination is to create a single parcel on the corner of Elm and Haynes Streets and Woodward Avenue, upon which Applicant plans to build a three (3) story retail automobile dealership, with a 130 space parking garage. The Woodward parcel has operated as a Porsche automobile sales dealership for the past thirteen (13) years, and after Applicant’s acquisition of the Haynes parcel in 2014, it has operated as supporting office and parking space for the dealership at various times. The Applicant desires to redesign and combine both parcels in order to make it a seamless part of the Porsche dealership.

On January 25, 2023, the City of Birmingham Planning Board conditionally approved Applicant’s application for a Special Land Use Permit (SLUP) and its site plan to develop this project. One of the conditions to SLUP approval is that “the applicant obtain a lot combination to create a single parcel for 34350 Woodward Ave & 909-911 Haynes Street.” See attached Exhibit 1, Meeting Minutes from January 25, 2023 Planning Board Meeting. Applicant is now required to obtain approval from the City Commission for its SLUP and site plan, which it plans to do at the Commission’s March 13, 2023 meeting. Senior City Planner Brooks Cowan

informed Applicant that the City would like include the lot combination hearing with the SLUP hearing at this meeting.

The following analysis of the relevant portions of the City of Birmingham Code of Ordinances provides further support for the Application.

Ordinance Sec. 102-83 – Lot Combination Standards for approval

(1) The combination will result in lots or parcels of land consistent with the character of the area where the property is located, Chapter 126 of this Code for the zone district in which the property is located, and all applicable master land use plans.

The Subject Property has operated as a Porsche auto sales dealership for the past thirteen (13) years, although the Subject Property currently consists of the sales building and a surface parking lot for automobile storage, as well as a two-story building that Applicant used as office space under a temporary SLUP amendment. A T-Mobile Cell Phone Store is immediately to the northwest (across Elm) and a single-story office building is directly to the north. South across Haynes is the Walgreens drug store, which sits on a large parcel. The proposed development is consistent with the character of the area where the property is located because it will unify the existing two parcels and the incongruous buildings and surface parking thereon into one cohesive structure: a three (3) story retail automobile dealership with a 130-space parking garage.

The Subject Property is in the Triangle District of Birmingham, and the proposed combination will result in a development that comports exactly with the vision of the 2007 Triangle District Urban Design Plan (“2007 Plan”). The 2007 Plan provides the following vision for development in the District: “The Triangle District is a stage for bold and distinctive architecture that creates a unique identity for the neighborhood and City. Building masses are the primary features, replacing the bleak” surface parking lots that currently dominate the landscape. (2007 Plan, p. 1).

The relevant sections of the City of Birmingham Zoning Ordinance Sec. 126-3.05(C), include the following purpose of the Triangle District: “Minimize traffic congestion, inefficient surface parking lots,” which is exactly what this combination and development will do. The proposed combination is consistent with the standards of development in the Triangle District, as evidenced by the conditional approval of the SLUP and site plan.

The lot combination will create a single parcel which will allow Applicant to build a structure with more mass and a parking garage, achieving the two primary goals set forth in the 2007 Triangle District Plan and the Zoning Ordinance. It also will contribute to a continuous

streetscape down this block of Haynes, ridding it of some of the break currently caused by surface parking.

- (2) All residential lots formed as a result of a combination shall be a maximum width of no more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.***

The Subject Property is a commercial lot and therefore this standard of approval is not applicable.

- (3) All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.***

The Subject Property is a commercial lot and therefore this standard of approval is not applicable.

- (4) The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.***

The Applicant desires to develop the Subject Property in a manner already addressed that will allow for a new three (3) story retail automobile dealership, with a 130-space parking garage, on the site of Applicant's currently retail automobile dealership. This is consistent with development within 500 feet of the Subject Property. The proposed development is not inconsistent with the existing rhythm and pattern of development within 500 feet in all directions (such as the large Walgreens building to the south) and is consistent with the 2007 Triangle District Plan, which seeks to promote the development of larger mass buildings with parking structures.

- (5) Any due or unpaid taxes or special assessments upon the property have been paid in full.***

There are no unpaid taxes or special assessments related to the Subject Property.

(6) The combination will not adversely affect the interest of the public or the abutting property owners.

The proposed lot combination combines two parcels that are used in the same manner as proposed by the new development. The combination will have no negative impact on the public or the abutting property owners and will improve traffic flow and parking concerns in the surrounding area (see Ordinance Sec. 102-83(6)(a)). The Subject Property is not located in a floodplain, wetland, or other area with protected natural features, nor will the proposed combination and development impact the public or abutting property owners' supply of light, air, or access to essential public facilities (see Ordinance Sec. 102-83(6)(b-c)).

Conclusion

This Application to combine the two lots to create one unified parcel on the Subject Property is a benefit to the health, safety, and welfare of our community and satisfies the spirit and intent of Ordinance Section 102-83(1) – (6). We respectfully request the lot combination be recommended for approval to the City Commission.

Very truly yours,

WILLIAMS WILLIAMS RATTNER & PLUNKETT, PC

Richard D. Rattner

Richard D. Rattner

**CERTIFICATE OF SURVEY
ORIGINAL PARCEL CONFIGURATION**

LEGAL DESCRIPTION

(Per Survey Oakland)

19-36-281-030

T2N, R10E, SEC 36 BOWERS ADD ELY PART OF LOT 6 BEG AT NE LOT COR, TH WLY 1.35 FT ALG N LOT LINE, TH S 01-00-00 W 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY 118.42 FT ALG E LOT LINE TO BEG, ALSO ALL OF LOTS 7, 8 & 9, ALSO WLY PART OF LOT 10 MEAS 10.14 FT ALG N LOT LINE & 10.58 FT ALG S LOT LINE

LEGAL DESCRIPTION

(Per Survey Oakland)

19-36-281-022

T2N, R10E, SEC 36 BOWERS ADD LOT 3 EXC THAT PART TAKEN FOR HWY, ALL OF LOTS 4 & 5, ALSO LOT 6 EXC ELY PART BEG AT NE LOT COR, TH W 1.35 FT ALG N LOT LINE, TH SLY 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY ALG LOT LINE TO BEG



PEA, Inc.

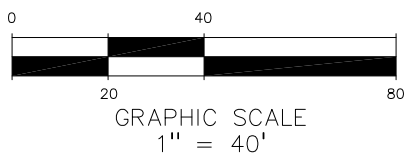
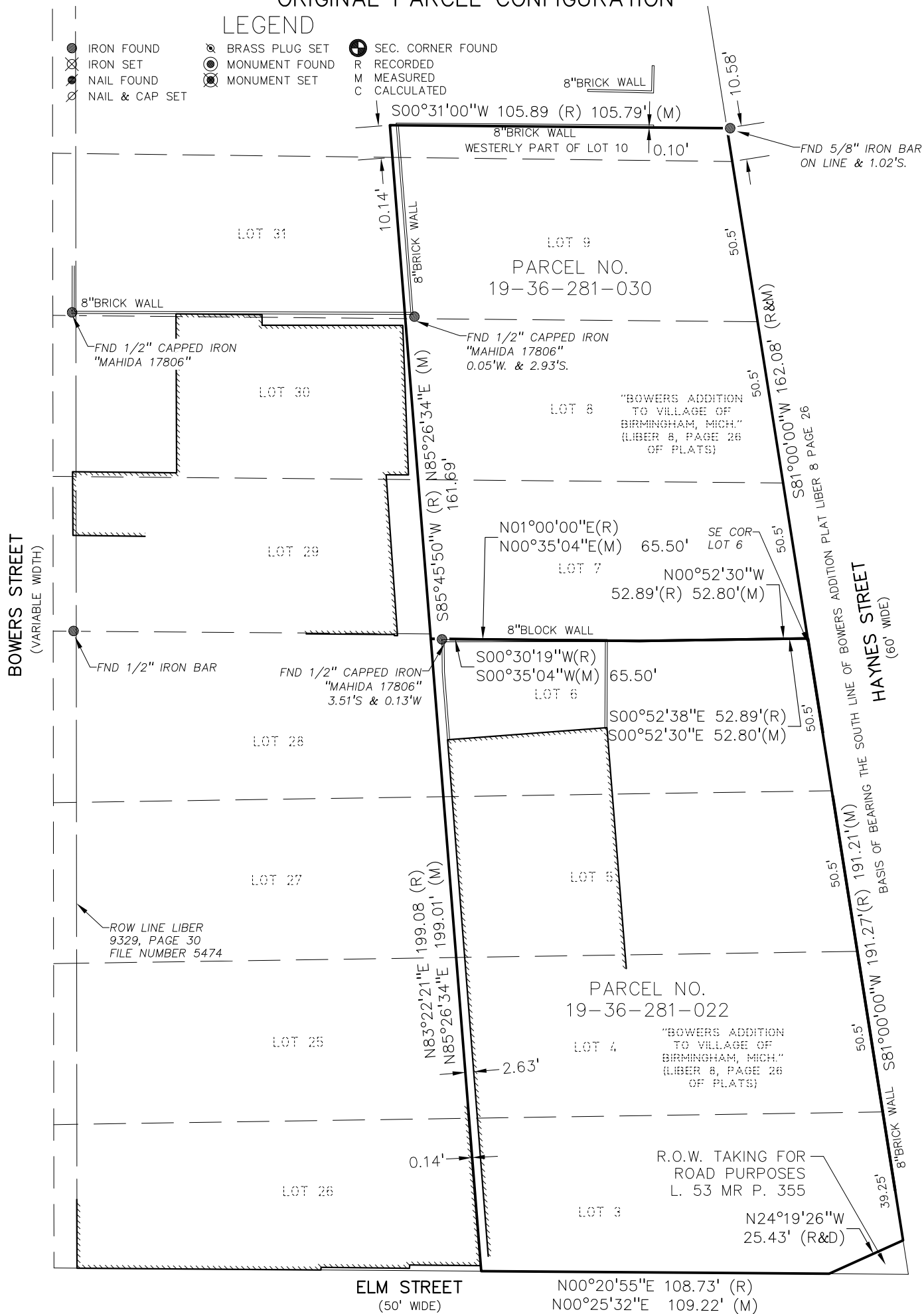
2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: Lavery Michigan Dealership Properties No. 1, LLC 909 HAYNES STREET BIRMINGHAM, MICHIGAN 48009	SCALE: —	JOB No: 2019-344
	DATE: 9/18/19	DWG. No: 1 of 4

CERTIFICATE OF SURVEY ORIGINAL PARCEL CONFIGURATION

LEGEND

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> ● IRON FOUND ⊗ IRON SET ⊙ NAIL FOUND ⊗ NAIL & CAP SET | <ul style="list-style-type: none"> ⊙ BRASS PLUG SET ⊙ MONUMENT FOUND ⊙ MONUMENT SET | <ul style="list-style-type: none"> ⊙ SEC. CORNER FOUND R RECORDED M MEASURED C CALCULATED |
|--|--|---|



CLIENT:
Lavery Michigan Dealership Properties No. 1, LLC
 909 HAYNES STREET
 BIRMINGHAM, MICHIGAN 48009

SCALE: 1" = 40'
 DATE: 9/18/19

JOB No: 2019-344
 DWG. No: 2 of 4

PEA, Inc.

2430 Rochester Ct, Ste 100
 Troy, MI 48083-1872
 t: 248.689.9090
 f: 248.689.1044
 www.peainc.com

S:\PROJECTS\2019\2019-344 LAVERY-BARDHA PARCEL CONSOLIDATION\SURVEY-DEPT\19344BND\DWG\19-344 Parcel consolidation.dwg; RAT

**CERTIFICATE OF SURVEY
PROPOSED PARCEL CONSOLIDATION**

LEGAL DESCRIPTION

(Per PEA Inc.)

Combined Parcel

Land situated in the City of Birmingham, County of Oakland, State of Michigan
Described as follows:

A parcel of land lying in "Bowers Addition" being a part of Section 36, Town 2 North, Range 10 East, including all of lots 3, 4, 5, 6, 7, 8, 9, and the westerly 10.14 feet along the northerly line of Lot 10 and the westerly 10.58 feet along the southerly line of Lot 10, excluding a portion taken for Right-of-Way purposes, as described in Liber 53 Miscellanies Records, Page 355,, more particularly described as;

Commencing at the southwest corner of Lot 3, thence N81°00'00"E, 10.79 feet along the south line of said Lot 3 to the Point of Beginning;
thence N24°19'26"W, 25.43 feet;
thence N00°25'32"E, 109.22 feet along the West Line of said Lot 3 and the East Line of Elm Street;
thence N85°26'34"E, 360.70 feet along the North Line of Lots 3-10 of said Bower's Addition;
thence S00°31'00"W, 105.79 feet;
thence S81°00'00"W, 353.29 feet along the South Line of said Lots 3-10 and the North Line of Haynes Street to the Point of Beginning.
Containing 0.99 Acres more or less.

Basis of bearing the south line of Bowers Addition Plat Liber 8 Page 26

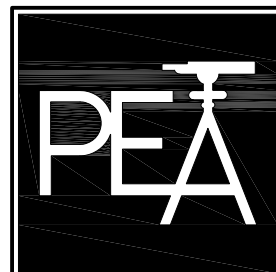
CERTIFICATION

I, Todd D. Shelly, being a Licensed Professional Surveyor, hereby certify, that I have surveyed and mapped the parcel(s) heron described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

DATE

Michigan Professional Surveyor No. 41111

Agent for PEA, Inc.



PEA, Inc.

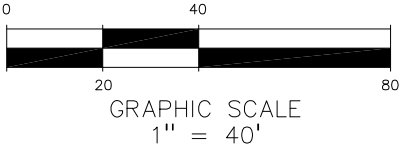
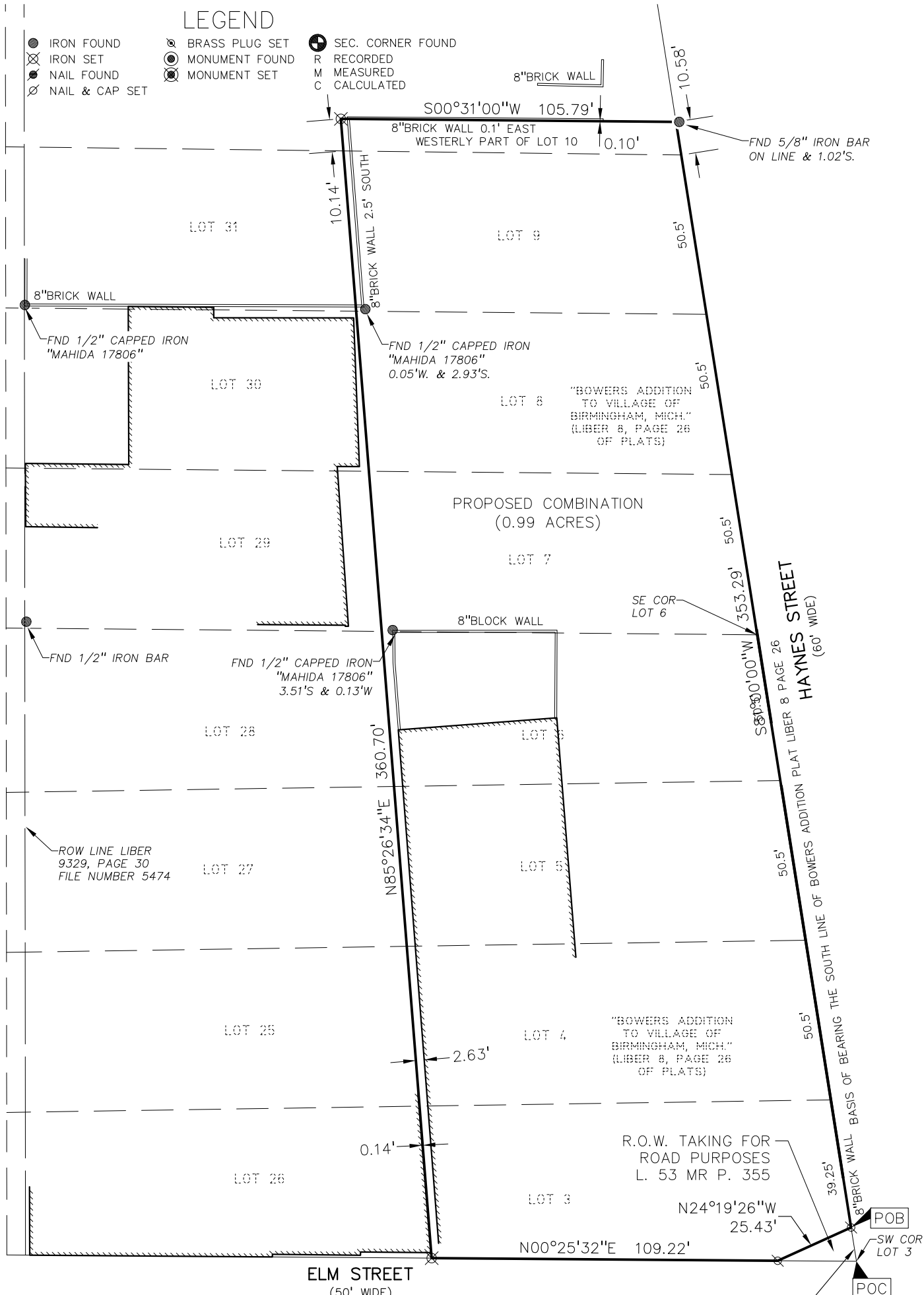
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: Lavery Michigan Dealership Properties No. 1, 909 HAYNES STREET BIRMINGHAM, MICHIGAN 48009	SCALE: - LC	JOB No: 2019-344
	DATE: 9/18/19	DWG. No: 3 of 4

CERTIFICATE OF SURVEY PROPOSED PARCEL CONSOLIDATION

LEGEND

- IRON FOUND
- ⊗ IRON SET
- NAIL FOUND
- ⊗ NAIL & CAP SET
- ⊗ BRASS PLUG SET
- ⊗ MONUMENT FOUND
- ⊗ MONUMENT SET
- SEC. CORNER FOUND
- R RECORDED
- M MEASURED
- C CALCULATED



CLIENT:
Lavery Michigan Dealership Properties No. 1, LLC
 909 HAYNES STREET
 BIRMINGHAM, MICHIGAN 48009

SCALE: 1" = 40'
 DATE: 9/18/19

JOB No: 2019-344
 DWG. No: 4 of 4

PEA, Inc.
 2430 Rochester Ct, Ste 100
 Troy, MI 48083-1872
 t: 248.689.9090
 f: 248.689.1044
 www.peainc.com

S:\PROJECTS\2019\2019-344 LAVERY-BARDHA PARCEL CONSOLIDATION\SURVEY-DEPT\19344BND\DWG\19-344 Parcel consolidation.dwg; RAT

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Birmingham, Oakland County, Michigan, more particularly described as:

Lot 3 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except that part taken for highway; also together with:

All of Lots 4 and 5 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records; also together with

Lot 6 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except the Easterly part, beginning at the Northeast Lot corner; thence West 1.35 feet along the Lot line; thence Southerly 65.50 feet parallel to the East Lot line; thence South 52.89 feet to the Southeast Lot corner; thence Northerly along said Lot line to the beginning.

Sidwell #: 19-36-281-022
Commonly Known As: 835 and 845 Haynes Street

Commonly known as 34350 Woodward Ave.
Birmingham, MI

See Attached letter

Warranty Deed
A-1



July 9, 2012

Ms. Sandy Melki
US Auto Group, Ltd.
34602 Woodward Ave.
Birmingham, Michigan 48009

Ms. Melki:

This letter is to confirm the City of Birmingham did change the address of the property where the Fred Lavery Company / Porsche Dealership are located. The previous address was 835 Haynes Street and the new address is 34350 Woodward Avenue. If you have any questions regarding this matter please contact me at (248) 530-1849 during normal business hours.

Sincerely,

Kenneth P. Cooper
Assistant Building Official

A2
EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 19-36-281-030

Land Situated In the City of Birmingham in the County of Oakland in the State of MI

Town 2 North, Range 10 East, Section 36, BOWERS ADDITION SUBDIVISION, as recorded in Liber 8, Page 26 of Plats, Oakland County Records. Easterly part of Lot 6 beginning at Northeast lot corner, thence Westerly 1.35 feet along North lot line, thence South 01 degrees 00 minutes 00 seconds West 65.50 feet parallel to East lot line, thence Southeasterly 52.89 feet to Southeast lot corner, thence Northerly 118.42 feet along East lot line to beginning, also all of Lots 7, 8 and 9, also Westerly part of Lot 10 measures 10.14 feet along North lot line and 10.58 feet along South lot line.

Client Reference: 907 & 911 Haynes St. , Birmingham, MI 48009

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Birmingham, Oakland County, Michigan, more particularly described as:

Lot 3 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except that part taken for highway; also together with:

All of Lots 4 and 5 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records; also together with

Lot 6 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except the Easterly part, beginning at the Northeast Lot corner; thence West 1.35 feet along the Lot line; thence Southerly 65.50 feet parallel to the East Lot line; thence South 52.89 feet to the Southeast Lot corner; thence Northerly along said Lot line to the beginning.

Sidwell #: 19-36-281-022
Commonly Known As: 835 and 845 Haynes Street

Warranty Deed
A-1

EXHIBIT B

EXCEPTIONS

1. Taxes and assessments for the year 2010 and thereafter which constitute a lien on the Property but are not yet due and payable.
2. Highway Easement recorded in Liber 53, Page 355 of Miscellaneous Records, Oakland County Records, Michigan.

OAKLAND.1941170.1

Warranty Deed
B-1

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 19-36-281-030

Land Situated in the City of Birmingham in the County of Oakland in the State of MI

Town 2 North, Range 10 East, Section 36, BOWERS ADDITION SUBDIVISION, as recorded in Liber 8, Page 26 of Plats, Oakland County Records. Easterly part of Lot 6 beginning at Northeast lot corner, thence Westerly 1.35 feet along North lot line, thence South 01 degrees 00 minutes 00 seconds West 65.50 feet parallel to East lot line, thence Southeasterly 52.89 feet to Southeast lot corner, thence Northerly 118.42 feet along East lot line to beginning, also all of Lots 7, 8 and 9, also Westerly part of Lot 10 measures 10.14 feet along North lot line and 10.58 feet along South lot line.

Client Reference: 907 & 911 Haynes St. , Birmingham, MI 48009

EXHIBIT B

EXCEPTIONS

1. Lease dated June 3, 2010 between Sheriban and Agim Bardha and Spa Mariana, LLC, successor in interest to Corpo Chair Massage, LLC.

OAKLAND COUNTY TREASURER'S CERTIFICATE
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, liens or titles owed to any other entities.

MAY 15 2015

ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

1.00

LIBER 48188 PAGE 142
\$22.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$17,200.00 TRANSFER TX COMBINED
05/18/2015 03:32:24 PM RECEIPT# 56415
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

STATE OF MICHIGAN



REAL ESTATE
TRANSFER TAX

OAKLAND
05/18/2015
56415

\$2,200.00 CO
\$15,000.00 ST
001002777



WARRANTY DEED

THEODORE N. MITCHELL AND KATHY MITCHELL, husband and wife, GREGORY MITCHELL AND ATHINA MITCHELL, husband and wife, AND MARK MITCHELL AND MARTHA MITCHELL, husband and wife (collectively, "Grantor"), whose address is 339 N. Center Street, Northville, Michigan 48167 ("Grantor"), conveys and warrants to Lavery Michigan Dealership Properties a Michigan limited liability company ("Grantee"), whose address is 33583 Woodward Ave. Birmingham the premises situated in the City of Birmingham, Oakland County, Michigan, more specifically described as: **MI 48009

*No. 1, LLC, a Michigan limited liability company

See Exhibit A hereto

for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith, subject only to the exceptions set forth on Exhibit B hereto.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

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

Dated: April 30, 2015

OK-LB

SP
A
Cert

[SIGNATURES BEGIN ON NEXT PAGE]

1508074

Warranty Deed

26

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2015 MAY 13 AM 10:59

GRANTOR:

Theodore N. Mitchell

Theodore N. Mitchell

Kathy Mitchell

Kathy Mitchell, his wife

Gregory Mitchell

Gregory Mitchell

Athina Mitchell

Athina Mitchell, his wife

Mark Mitchell

Mark Mitchell

Martha Mitchell

Martha Mitchell, his wife

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing instrument was acknowledged before me in OAKLAND County, Michigan, this 16th day of June, 2010, by Theodore N. Mitchell and Kathy Mitchell, his wife.

Sandra J. Melki
Print name: Sandra J. Melki

Notary Public

State of Michigan, County of _____

My commission expires _____

Acting in the County of _____



Warranty Deed

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

The foregoing instrument was acknowledged before me in Oakland County, Michigan, this 16th day of June, 2010, by Gregory Mitchell and Athina Mitchell, his wife.

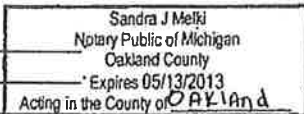
Sandra J Meeki
Print name: Sandra J. Meeki
Notary Public
State of Michigan, County of _____
My commission expires _____
Acting in the County of _____



STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing instrument was acknowledged before me in OAKLAND County, Michigan, this 16th day of June, 2010, by Mark Mitchell and Martha Mitchell, his wife.

Sandra J Meeki
Print name: Sandra J. Meeki
Notary Public
State of Michigan, County of _____
My commission expires _____
Acting in the County of _____



Drafted by and when recorded return to:
Howard N. Luckoff, Esq.
Honigman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226

Send subsequent tax bills to: Grantee

Recording Fee: \$ _____

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

Warranty Deed

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

LIBER 47102 PAGE 586
\$19.00 DEED - COMBINED
\$4.00 REMONUMENTATION

06/06/2014 03:17:34 PM RECEIPT# 53438
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

JUN 06 2014

ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

1.00

001862



COVENANT DEED

Agim Bardha and Sheriban Bardha, husband and wife (collectively, "Grantor"), whose address is 550 Bates, Birmingham, Michigan 48009, hereby sells, conveys, grants and bargains to Lavery Michigan Dealership Properties No. 1, LLC, a Michigan limited liability company ("Grantee"), whose address is 440 Lake Park Drive, Birmingham, Michigan 48009, the premises situated in the City of Birmingham, Oakland County, Michigan, more specifically described as:

See Exhibit A hereto

for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith.

Grantor, for itself, its successors and assigns, covenants, grants, bargains, and agrees to and with Grantee, its successors and assigns, that, subject to the exceptions set forth on Exhibit B hereto, Grantor has not done, committed or knowingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, or shall or may be, charged or encumbered in title, estate or otherwise.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

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

[SIGNATURES ON NEXT PAGE]

OK = LG


RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2014 JUN -6 PM 3:17

REVENUE TO BE AFFIXED
AFTER RECORDING


Covenant Deed
Page 1 of 2

**SIGNATURE PAGE TO COVENANT DEED FROM
SHERIBAN AND AGIM BARDHA TO LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1, LLC**

GRANTOR:



 Sheriban Bardha

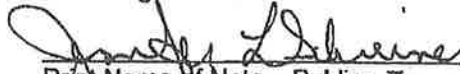


 Agim Bardha

Dated as of June 2, 2014

STATE OF MICHIGAN)
) SS.
 COUNTY OF OAKLAND)

This instrument was acknowledged before me in Oakland County, Michigan, on the 2nd of June, 2014, by Sheriban Bardha and Agim Bardha.



 Print Name of Notary Public: Jennifer L. Schreiner
 Notary Public, State of Michigan, County of Oakland
 My commission expires: 4/11/20
 Acting in the County of Oakland

~~Drafted by and when recorded return to:~~
 Sarah Baumgartner, Esq.
 Honigman Miller Schwartz and Cohn LLP
 660 Woodward Avenue
 2290 First National Building
 Detroit, MI 48226-3506

When Recorded Return to:
 Title Source, Inc. -
 Commercial Team
 662 Woodward Avenue
 Detroit, MI 48226
 TSI#: 58767941

Send subsequent tax bills to: Grantee

Recording Fee: \$ _____

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit



MEMORANDUM

Planning Division

DATE: March 8th, 2023

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 34350 Woodward Ave & 909-911 Haynes Street – Fred Lavery Porsche Dealership – Special Land Use Permit, Final Site Plan & Design Review
(Request to Postpone)

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for a three-story auto sales agency in the MU-5 and MU-7 zones of the Triangle District.

BACKGROUND:

The applicant originally received a Special Land Use Permit in 2010 to operate a Porsche car dealership at 34350 Woodward Ave. The applicant is proposing to demolish the existing building as well as the adjacent site at 909-911 Haynes, combine the lots, and construct a multi-story auto sales agency capable of accommodating a larger fleet of vehicles on-site.

On October 26th, 2022 ([Agenda – Minutes](#)), the applicant appeared before the Planning Board for a Community Impact Study and Preliminary Site Plan review. An item of discussion was the new garage door and curb cut facing the pedestrian crosswalk on Elm Street. Staff recommended that the applicant coordinate with staff and relevant boards on considering a reconfiguration for Elm Street. Upon review the Planning Board moved to accept the CIS with the following conditions:

1. The applicant resolve all issues related to the Transportation Impact Study as requested by the City's traffic consultants;
2. The applicant obtain site plan review and recommendation from the Multi-Modal Transportation Board (MMTB) related to vehicular and pedestrian traffic safety features for the intersection of Haynes Street, Elm Street, and Woodward Ave;
3. The applicant provide the Planning Department with copies of any existing due care plans, plans developed in connection with the construction of the project, information about the existence of any vapors during the process of construction, and plans for remediation of any hazardous vapors identified; and

4. The applicant comply with all requests from City Departments.

The Planning Board also moved to recommend the Preliminary Site Plan with the following conditions:

1. The applicant obtain site plan review and recommendation from the MMTB related to vehicular and pedestrian traffic safety features for the intersection of Haynes Street, Elm Street, and Woodward Ave;
2. The applicant provide sidewalks along Elm Street, Woodward Ave, and Haynes Street that are a minimum of 12 feet wide;
3. The applicant comply with all department requests.

On December 1st, 2022, ([Agenda](#) – [Minutes](#)) the applicant appeared before the Multi-Modal Transportation Board (MMTB) to review recommendations of the Triangle District Plan’s concepts for the intersection of Elm Street, Haynes Street, and Woodward Avenue. The Multi-Modal Transportation Board moved to recommend option C2 which is reducing Elm Street to one-way southbound between Bowers Street and Haynes Street. The MMTB also mentioned that they did not want Elm Street realignment to interfere with the project’s timeline.

On January 25th, 2023, ([Agenda](#) – [Minutes](#)) the Planning Board reviewed the application with discussion regarding the merits of keeping Elm Street two-ways and moving the crosswalk north (C1), versus changing Elm Street to one-way southbound with an enlarged bumpout to prevent vehicles exiting Woodward northbound onto Elm Street (C2). The Planning Board expressed a priority to enhance the safety of Elm Street with converting it to one-way southbound in option C2 and moved to recommend approval to the City Commission the Special Land Use Permit, Final Site Plan and Design Review application for 34350 Woodward Ave & 909-911 Haynes Street – Fred Lavery Porsche - with the following conditions:

1. The applicant must provide details regarding the species of landscaping proposed for the entrance to ensure that no prohibited species are being used;
2. The applicant relocate the crosswalk on Elm to the north to avoid conflict with the service entry to a location approved by Staff;
3. **The Planning Board expresses a high priority on making the intersection of Haynes, Woodward, and Elm safer through a reconfiguration similar to Option C2 as expeditiously as possible by the City Commission;**
4. The applicant provide updated site plans and surveys addressing concerns related to the electrical pole in the sidewalk on the northwest corner of the property;
5. The applicant provide updated lighting information regarding the light fixture specifications and the parking lot circulation area lumen values;
6. The Planning Board approve deviations to the architectural requirements of Section 3.09(D)(1), Section 3.09(B)(2), and Section 3.09(A)(4) to enable the applicant creativity and flexibility in design for a metal exterior, a non-inset front door, and a garage door on the front façade with the condition that the applicant provide a front elevation drawing of the proposed building superimposed on a color drawing or photograph of the entire block showing the relation of the proposed building design to other buildings along the block;
7. The applicant comply with all department requests; and,
8. That the applicant obtain a lot combination to create a single parcel for 34350 Woodward Ave & 909-911 Haynes Street.

The applicant has coordinated with staff on providing all required documents and applications required by the Planning Board in their conditions of approval. The applicant has applied for a lot combination which is scheduled for April 3rd, 2023. **City staff recommends that the City Commission consider requiring the applicant to be responsible for all costs related to the reconfiguration of Elm Street.**

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to the form and content.

FISCAL IMPACT:

The Triangle District Urban Design Plan recommends a reconfiguration of the intersection of Woodward Ave, Haynes Street, and Elm Street adjacent to the subject site. **If the City Commission wishes to have the recommended improvements made to the subject intersection, the City Commission may require that the applicant make such improvements at their own cost as a condition of their SLUP.** If the applicant is not required to provide such changes, then the City of Birmingham would be responsible for any costs related to reconfigurations of Elm Street as recommended by the Triangle District Plan if the City wishes to pursue such enhancements.

PUBLIC COMMUNICATIONS:

As required for a Special Land Use Permit, Final Site Plan and Design Review, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the January 25th, 2023 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices were sent out to advertise the public hearing at the City Commission on March 13th, 2023.

SUMMARY:

The Planning Division requests that the City Commission consider postponing, per the request of the applicant, the Special Land Use Permit, Final Site Plan and Design Review application for 34350 Woodward Ave & 909-911 Haynes Street – Fred Lavery Porsche to have the lot combination and Special Land Use Permit hearing on the same date.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Postponement Request Letter
- Final Site Plans
- Planning Board report
- Triangle District Urban Design Plan – relevant pages

SUGGESTED COMMISSION ACTION:

Make a motion to postpone the public hearing and consideration of the Special Land Use Permit, Final Site Plan and Design Review application for 34350 Woodward Ave and 909-911 Haynes Street – Fred Lavery Porsche – to April 3rd, 2023 per the request of the applicant to provide for a simplified review process with the Special Land Use Permit and lot combination applications being considered at the same meeting.

Fred Lavery Porsche
34350 Woodward Ave & 909-911 Haynes Street
Special Land Use Permit 2023

WHEREAS, A Special Land Use Permit application was filed in November 2022 for approval of a new three-story auto sales agency in the the MU-7 and MU-5 zoning districts;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of Woodward Ave at the northeast corner of Elm Street and Haynes Street;

WHEREAS, The land is zoned MU-7 and MU-5, which permits the operation of an auto sales agency with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on January 25th, 2023 reviewed the application for a Special Land Use Permit , Final Site Plan and Design Review and recommended approval to the City Commission for the construction of a new three-story auto sales agency with the following conditions:

1. The applicant must provide details regarding the species of landscaping proposed for the entrance to ensure that no prohibited species are being used;
2. The applicant relocate the crosswalk on Elm to the north to avoid conflict with the service entry to a location approved by Staff;
3. The Planning Board expresses a high priority on making the intersection of Haynes, Woodward, and Elm safer through a reconfiguration similar to Option C2 as expeditiously as possible by the City Commission;
4. The applicant provide updated site plans and surveys addressing concerns related to the electrical pole in the sidewalk on the northwest corner of the property;
5. The applicant provide updated lighting information regarding the light fixture specifications and the parking lot circulation area lumen values;
6. The Planning Board approve deviations to the architectural requirements of of Section 3.09(D)(1), Section 3.09(B)(2), and Section 3.09(A)(4) to enable the applicant creativity and flexibility in design for a metal exterior, a non-inset front door, and a garage door on the front façade with the condition that the applicant provide a front elevation drawing of the proposed building superimposed on a color drawing or photograph of the entire block showing the relation of the proposed building design to other buildings along the block;
7. The applicant comply with all department requests; and,
8. That the applicant obtain a lot combination to create a single parcel for 34350 Woodward Ave & 909-911 Haynes Street.

WHEREAS, The Birmingham City Commission has reviewed Fred Lavery Porsche’s Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Fred Lavery Porsche's application for a Special Land Use Permit, Final Site Plan and Design Review at 34350 Woodward Ave is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

- a) Fred Lavery Porsche shall abide by all provisions of the Birmingham City Code including any subsequently amended or enacted ordinances; and
- b) Fred Lavery Porsche shall comply with the conditions of approval assigned by the Planning Board and City Commission; and
- c) The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest; and
- d) In order for the development of the new Fred Lavery Porsche to occur, there will need to be a reconfiguration of Elm Street at the intersection of Elm Street, Haynes Street and Woodward Avenue; and
- e) After a traffic study of the area including the intersection of Elm Street, Haynes Street and Woodward Avenue, the reconfiguration of Elm Street shall be developed and designed by Fred Lavery Porsche with approval of all elements of the reconfiguration including, but not limited to design, materials, etc., by the City Engineer;
- f) Fred Lavery Porsche shall be responsible for all costs related to the reconfiguration of Elm Street including, but not limited to designs, traffic studies, materials, labor any and all other necessary costs to the satisfaction of the City Engineer;
- g) Fred Lavery Porsche shall enter into a streetscape agreement with the City Planner and City Engineer that will address all elements including, but not limited to moving the DTE electric pole on the northwest corner of the property, the electric vehicle charging stations, and the Elm Street reconfiguration; and
- h) The applicant shall comply with the conditions of approval assigned by the Planning Board and City Commission.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Fred Lavery Porsche and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Fred Lavery Porsche to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that Fred Lavery Porsche is recommended for the construction of a three-story auto sales agency, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on April 3rd, 2023.

Alexandria Bingham
City Clerk

**CONTRACT FOR A SPECIAL LAND USE PERMIT
FOR 34350 WOODWARD AVE & 909-911 HAYNES STREET
– FRED LAVERY PORSCHE**

This Contract is entered into this ____ day of _____, 2023 by and between **LAVERY MICHIGAN DEALERSHIP PROPERTIES NO. 1 LLC** (Fred Lavery Porsche), whose address is 440 Lake Park, Birmingham, MI 48009 (Licensee), **LAVERY MICHIGAN DEALERSHIP PROPERTIES NO. 1 LLC**, whose address is 440 Lake Park, Birmingham, MI 48009 (Property Owner), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

R E C I T A L S :

WHEREAS, a Special Land Use Permit Application was filed on November 15th, 2022 for approval of a new three story auto sales agency; and,

WHEREAS, the land for which the Special Land Use Permit Agreement is sought is located on the northeast corner of the intersection of Haynes Street, Woodward Ave, and Elm Street; and,

WHEREAS, the land is zoned MU-7 and MU-5 in the Triangle District Overlay which permits the operation of an auto sales agency with a Special Land Use Permit; and,

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, the City of Birmingham Commission is approving this agreement in granting a contract to Lavery Michigan Dealership Properties No. 1 LLC (Fred Lavery Porsche) for the issuance of a Special Land Use Permit for an auto sales agency in accordance with Chapter 126, Article 2, Section 2.27(C)(2)(c).

NOW, THEREFORE, the parties agree as follows:

1. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the auto sales agency may be made unless approved by the City Commission through a Special Land Use Permit Amendment. Modifications include, but are not limited to, name changes, ownership changes, remodeling, etc.

2. Licensee agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

3. Licensee agrees that its failure to follow any of the provisions herein may be grounds for the Birmingham City Commission to revoke the Special Land Use Permit which would prohibit Licensee from operating the auto sales agency. Licensee agrees that in addition to the City of Birmingham's right to seek revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee agrees

that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

4. To the fullest extent permitted by law, Licensee and Property Owner and any entity or person for whom Licensee and the Property Owner is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of an establishment at the Property.

5. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

6. Any disputes arising under this Contract shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee and Property Owner shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

7. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

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

9. The City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

- a) Fred Lavery Porsche shall abide by all provisions of the Birmingham City Code including any subsequently amended or enacted ordinances; and
- b) Fred Lavery Porsche shall comply with the conditions of approval assigned by the Planning Board and City Commission; and
- c) The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest; and

- d) In order for the development of the new Fred Lavery Porsche to occur, there will need to be a reconfiguration of Elm Street at the intersection of Elm Street, Haynes Street and Woodward Avenue; and
- e) After a traffic study of the area including the intersection of Elm Street, Haynes Street and Woodward Avenue, the reconfiguration of Elm Street shall be developed and designed by Fred Lavery Porsche with approval of all elements of the reconfiguration including, but not limited to design, materials, etc., by the City Engineer;
- f) Fred Lavery Porsche shall be responsible for all costs related to the reconfiguration of Elm Street including, but not limited to designs, traffic studies, materials, labor any and all other necessary costs to the satisfaction of the City Engineer;
- g) Fred Lavery Porsche shall enter into a streetscape agreement with the City Planner and City Engineer that will address all elements including, but not limited to moving the DTE electric pole on the northwest corner of the property, the electric vehicle charging stations, and the Elm Street reconfiguration; and
- h) The applicant shall comply with the conditions of approval assigned by the Planning Board and City Commission.

10. Failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

11. Except as herein specifically provided, Fred Lavery Porsche and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Fred Lavery Porsche to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

12. Fred Lavery Porsche is recommended for the operation of an auto sales agency, subject to final inspection.

13. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM, the Property Owner and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

**LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1 LLC (Licensee)**

By: _____

Its: _____

**LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1 LLC**

(Property Owner)

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2023, before me personally appeared _____, who acknowledged that with authority on behalf of **LAVERY MICHIGAN DEALERSHIP PROPERTIES NO. 1 LLC**, Licensee and Property Owner to do so he/she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Nicholas Dupuis, Planning Director
(Approved as to substance)

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

**LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1, LLC
440 LAKE PARK
BIRMINGHAM, MI 48009
248-645-5930**

March 7, 2023

Brooks Cowan
City of Birmingham
151 Martin Street
Birmingham, MI 48009

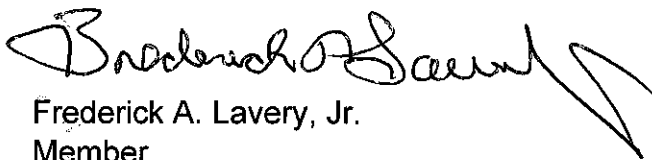
RE: SLUP, Site Plan and Lot Combination Review by City Commission
Fred Lavery Porsche Company

Dear Brooks:

By this letter I am requesting that you postpone the City Commission reviews of our final site plan design review and SLUP from the March 13, 2023 meeting to April 3, 2023. This will allow review of our lot combination request at the meeting on April 3, 2023. I also assume your file is complete with what you need for these reviews.

In addition, I would like to arrange a meeting with you, Nick and the City Attorney so we can negotiate the terms of the Development Agreement you sent me last week.

Sincerely,


Frederick A. Lavery, Jr.
Member

Luckenbach | Ziegelman | Gardner Architects PLLC

Fred Lavery Company - Porsche Woodward DID
 34350 Woodward Ave, Birmingham, MI 48009

Architect's Project Number: 21063

Date: MARCH 13, 2023
 SPECIAL LAND USE PERMIT (SLUP) REVIEW

OWNER REVIEW
 CS | PRELIMINARY SITE PLAN REVIEW
 FINAL SITE PLAN REVIEW
 SLUP REVIEW

ARCHITECTURAL DRAWINGS:

●	A 0.00	TITLE SHEET
●	C 100	SURVEY
●	C 110	SURVEY DIAGRAM -PROPERTIES WITHIN 200 & 500 FEET
●	C 2.1	OPTION C2 OF THE TRIANGLE DISTRICT PLAN - ELM STREET CONCEPT
●	C 3.0	SITE PLAN C3 ELM STREET CROSSWALK MOVED TO NORTH CONCEPT "C3.0"
●	S 3	SITE PLAN S3 ELM - HAYNES - WOODWARD INTERSECTION CONFIGURATION "S3"
●	A 100	ARCHITECTURAL SITE PLAN
●	A/LA 100.1	SITE + LANDSCAPE PLAN
●	A 100.2	SITE PHOTOS BUILDING MATERIAL IMAGES / SPECS
●	A 201	FLOOR PLAN - LEVEL 1
●	A 202	FLOOR PLAN - LEVEL 2
●	A 203	NOT ISSUED THIS SET
●	A 204	FLOOR PLAN - LEVEL 3
●	A 205	ROOF PLAN
●	A 400	BUILDING ELEVATIONS - SOUTH & WEST
●	A 401	BUILDING ELEVATIONS - NORTH & EAST
●	A 402	ELM STREET & HAYNES STREET ENTIRE BLOCK FACADE ELEVATIONS
●	A 400 G	BUILDING ELEVATIONS - SOUTH & WEST FACADE GLASS & OPENINGS CALCULATIONS
●	M 01	MECHANICAL ROOF PLAN
●	L 01	EXTERIOR LIGHTING / PHOTOMETRICS
●	L 011	PHOTOMETRICS PLAN DETAILS: AREAS 1 & 2
●	L 012	PHOTOMETRICS PLAN DETAILS: AREA 3

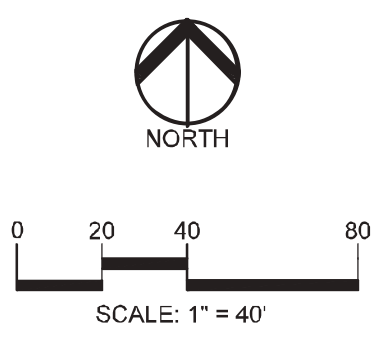
	Fred Lavery Company	Luckenbach Ziegelman Gardner Architects PLLC	Porsche Woodward DID 34350 Woodward Ave, Birmingham, MI 48009	Cover Sheet Sheet Schedule Site Data	Project No. 21063	10/26/2022 CS / PRELIMINARY SITE PLAN REVIEW 1/25/2023 FINAL SITE PLAN REVIEW 3/13/2023 SPECIAL LAND USE PERMIT REVIEW	A 0.00
--	---------------------	--	--	--	-------------------	---	---------------

*SBM 200

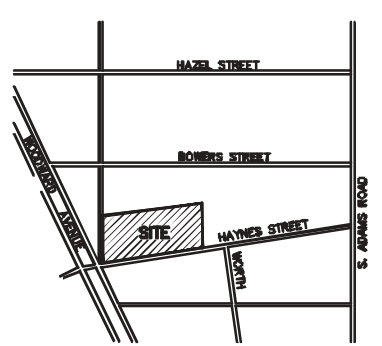


- LEGEND**
- BORN FOUND
 - BORN SET
 - ▲ N/A FOUND
 - ✱ N/A & CAP SET
 - UNBORN FOUND SET
 - RECORDED
 - MEASURED
 - CALCULATED
- UTILITIES**
- ELEC. PHONE OR CABLE TV GUYLINE POLE & GUY WIRE
 - ELEC. UNDERGROUND CABLE TV GUYLINE
 - ELEC. TELEPHONE U.G. CABLE, PRESETAL & MANHOLE
 - ELEC. ELECTRIC U.G. CABLE, MANHOLE, METER & MAIN
 - GAS MAIN VALVE & GAS LINE MARKER
 - WATER MAIN VALVE, DATE VALVE, TAPPING SLEEVE & VALVE
 - SANITARY SEWER, CLEANOUT & MANHOLE
 - STORM SEWER, CLEANOUT & MANHOLE
 - COMBINED SEWER & MANHOLE
 - SQUARE, ROUND & RECT. CATCH BASIN, YARD DRAIN
 - POST INDICATOR VALVE
 - WATER VALVE, BOUYORANT VALVE BOX, SERVICE SHUTOFF
 - METER BOX, TRANSFORMER, BURIED CONTROL VALVE
 - UNIDENTIFIED STRUCTURE
- SPOT ELEVATION**
- 670
- CONTOUR LINE**
- X—X—X—
- FENCE**
- X—X—X—
- GUARD RAIL**
- X—X—X—
- STREET LIGHT**
-
- SEWER**
-
- ROCK**
-
- CONCRETE**
-
- ASPHALT**
-
- GRAVEL SHOULDER**
-

PEA GROUP
 t: 844.813.2949
 www.peagroup.com



CAUTION!
 THIS PLAN AND ALL INFORMATION HEREON IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED AS A BASIS FOR CONSTRUCTION OR ANY OTHER ACTION. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED HEREON.



CLIENT
LAVERY MICHIGAN DEALERSHIP PROPERTIES NO. 1, LLC
 34622 WOODWARD AVENUE
 BIRMINGHAM, MICHIGAN 48209

PROJECT TITLE
PORSCHWOOD WOODWARD
 34350 WOODWARD AVENUE
 48209 BIRMINGHAM, OKLAHOMA COUNTY, MICHIGAN

REVISIONS

10.26.2022	CIS / Preliminary Site Plan Review
11.1.25.2023	Final Site Plan Review

ORIGINAL ISSUE DATE:
 SEPTEMBER 22, 2022

DRAWING TITLE
TOPOGRAPHIC SURVEY

PEA JOB NO.	2019-344
P.M.	JPB
D.N.	GWC
DES.	LKP
DRAWING NUMBER	

C-1.0

LEGAL DESCRIPTION
 (Per Survey Oakland)

19-36-281-030
 T2N, R10E, SEC 36 BOWERS ADD ELY PART OF LOT 6 BEG AT NE LOT COR, TH WLY 1.35 FT ALG N LOT LINE, TH S 01-00-00 W 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY 118.42 FT ALG E LOT LINE TO BEG, ALSO ALL OF LOTS 7, 8 & 9, ALSO WLY PART OF LOT 10 MEAS 10.14 FT ALG N LOT LINE & 10.58 FT ALG S LOT LINE

LEGAL DESCRIPTION
 (Per Survey Oakland)

19-36-281-022
 T2N, R10E, SEC 36 BOWERS ADD LOT 3 EXC THAT PART TAKEN FOR HWY, ALL OF LOTS 4 & 5, ALSO LOT 6 EXC ELY PART BEG AT NE LOT COR, TH W 1.35 FT ALG N LOT LINE, TH SLY 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY ALG LOT LINE TO BEG

S:\PROJECTS\2023\2023-2024\141 LAVERY MICHIGAN DEALERSHIP PROPERTIES\2023-09-24.dwg



PRAXIS3

Fred Lavery Company

Luckenbach
Ziegelman
Gardner
Architects
PLLC

Porsche Woodward DID
34350 Woodward Ave, Birmingham, MI 48009

Site Plan

Project No. 21063

10.26.2022 CIS / Preliminary
Site Plan Review
/1/ 1.25.2023
Final Site Plan Review
/2/ 3.13.2023 SLUP Review

A100

SITE KEY + PHOTOGRAPHS



A GINKGO TREE (Ginkgo biloba - Autumn Gold)
Existing Trees + New Replacement Trees
Note: Male Tree - Non Fruit Bearing



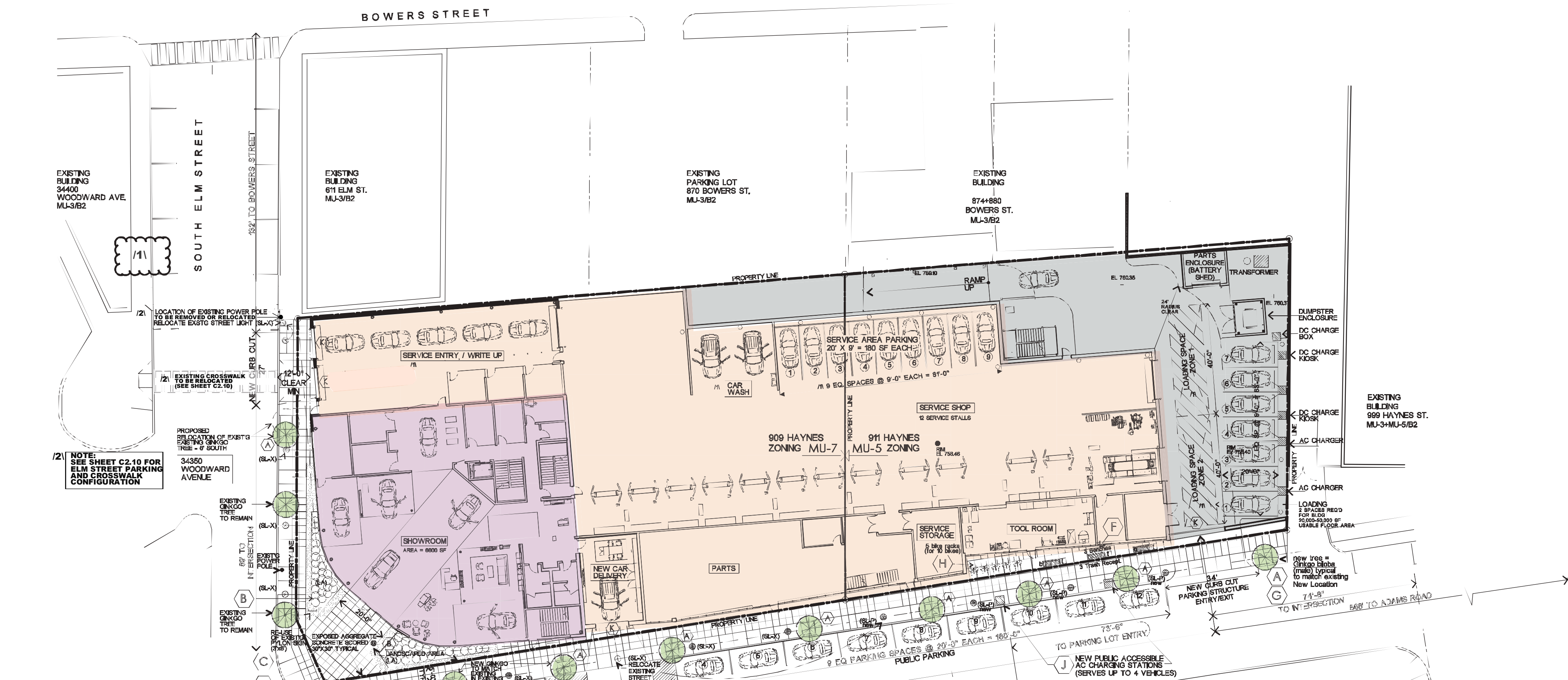
B LANDSCAPED AREA
EXPOSED AGGREGATE CONCRETE. Bedrock of Existing Located on Site
MINI-FIT GRANITE W/CLAMOR STONE
BLUE PLY CROSSING JUMPERS (Landscape Horizontal) Proposed



C PYLON GROUND SIGN
Re-use Existing. Sign Dimensions = W 3'-0" x H 8'-0" x D 1'-0"



D EXPOSED AGGREGATE CONCRETE PAVING
30"x30" Scoring Pattern Typical



SITE, ZONING & BUILDING DATA

EXISTING ZONING = MU-7 & MU-5
TOTAL SITE AREA = 42,875 SQ FT
BUILDING AREAS

"B" (BUSINESS) USE GROUP AREA (Showroom + Office Areas)	
LEVEL 1	6,800 SF
LEVEL 2 - SERVICE WRITE UP OFFICE AREA	1,500
LEVEL 3 - OFFICE AREA	6,000
LEVEL 4 - OFFICE AREA	4,800
TOTAL "B" USE GROUP AREA	19,100 SF
"S-2" (LOW HAZARD STORAGE) USE GROUP AREA (Parking Garage / Service / Storage / Non-Habitable Spaces)	
SERVICE WRITE UP SERVICE PARTS	30,000 SF
SERVICE WRITE UP OFFICE	1,500
LEVEL 1 - PARTS BEZZELINE	2,400
LEVEL 2 - PARTS BEZZELINE	26,000
TOTAL "S-2" USE GROUP AREA	60,000 SF
BUILDING FOOTPRINT AREA	30,000 SF

PARKING REQUIRED
FOR MOTOR VEHICLE SALES AND SERVICE ESTABLISHMENT
- 1 SPACE FOR EACH 200 SF OF FLOOR AREA, OR 1 SPACE PER 1,000 SF OF FLOOR AREA, WHICHEVER IS GREATER.
- 1 SPACE PER 1,000 SF OF FLOOR AREA, OR 1 SPACE PER 1,000 SF OF FLOOR AREA, WHICHEVER IS GREATER.
- 1 SPACE PER 1,000 SF OF FLOOR AREA, OR 1 SPACE PER 1,000 SF OF FLOOR AREA, WHICHEVER IS GREATER.
- 1 SPACE PER 1,000 SF OF FLOOR AREA, OR 1 SPACE PER 1,000 SF OF FLOOR AREA, WHICHEVER IS GREATER.
TOTAL SPACES REQUIRED = 31 SPACES

PARKING PROVIDED
LEVEL 1 - 8 SERVICE AREA SPACES
LEVEL 2 - 81 PARKING STRUCTURE SPACES
LEVEL 3 - 21 PARKING STRUCTURE SPACES
LEVEL 4 - 21 PARKING STRUCTURE SPACES
TOTAL PARKING STRUCTURE SPACES = 121 SPACES
TOTAL PARKING SPACES = 129 SPACES

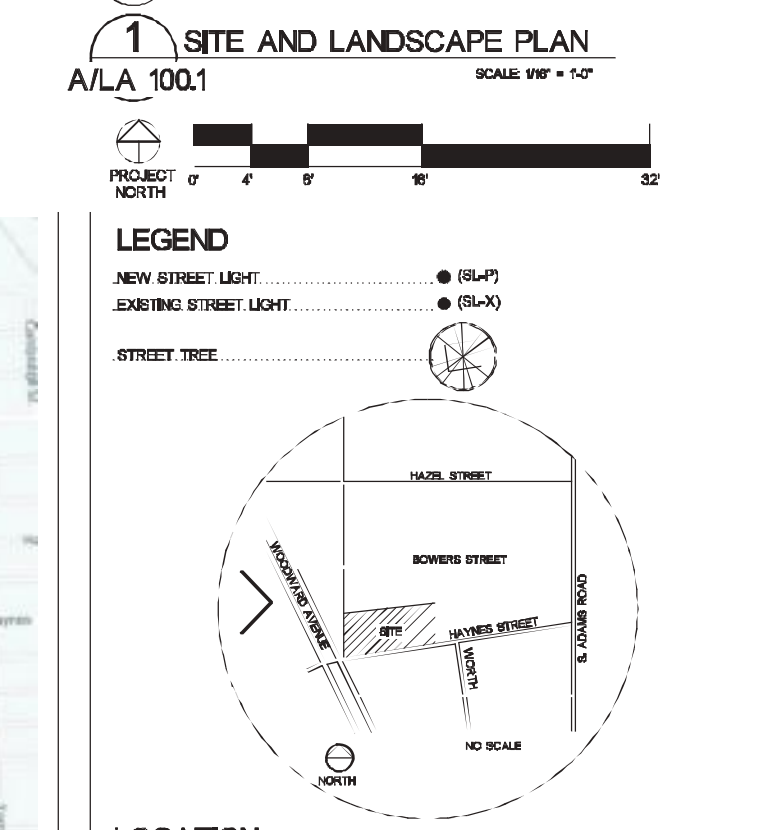
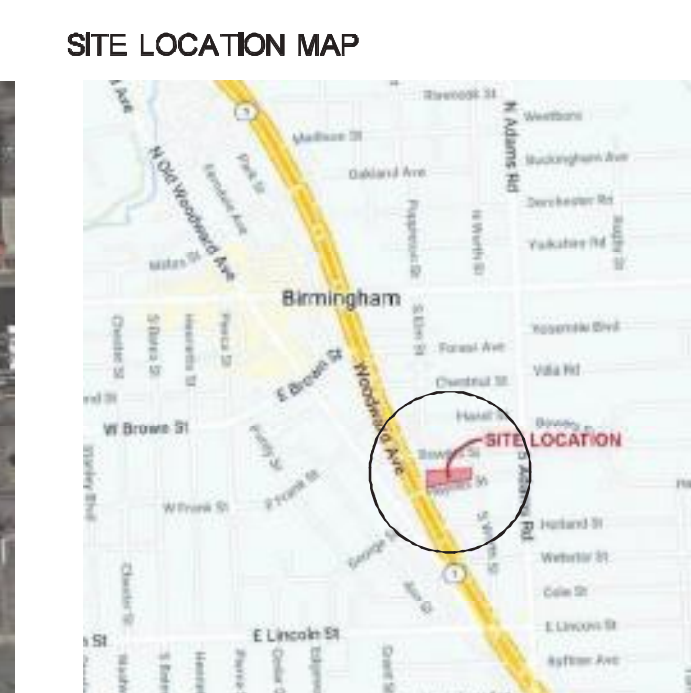
NUMBER OF ACCESSIBLE PARKING SPACES PER ADA - SECTION 4.1.3 TABLE 202.2
- 4 MINIMUM ACCESSIBLE PARKING SPACES
- 1 VAN MINIMUM ACCESSIBLE PARKING SPACE
TOTAL ACCESSIBLE SPACES = 5 SPACES

HAYNES STREET
- 2 SPACES
TOTAL SPACES TOTAL - INCLUDING HAYNES STREET & ACCESSIBLE PARKING = 134 SPACES

BICYCLE RACKS REQUIRED / PROVIDED
1 RACK EVERY 2,000 SF OF BUILDING AREA = 15,200 SF / 2,000 SF PER RACK = 8 RACKS
USE ORIGIN: BIRMINGHAM, ALABAMA
BUILT: 2018
TOTAL BICYCLE RACKS PROVIDED FOR 8 BICYCLES = 8 RACKS
TOTAL BICYCLE RACKS PROVIDED FOR 8 BICYCLES = 8 RACKS

BUILDING HEIGHT 3 STORIES | HEIGHT = 45'-0"

- KEY:**
- 1 GOLLING ALFA ROMEO R1AT
 - 2 TODD'S ROOM
 - 3 T-MOBILE
 - 4 611 ELM ST.
 - 5 FARMLEY'S PAINT & BODY WORK
 - 6 999 HAYNES ST.
 - 7 1008 BOWERS ST.
 - 8 555 S. OLD WOODWARD AVE
 - 9 WALGREENS
 - 10 CITIZENS BANK



E EXISTING & NEW STREETLIGHTS (S-47 & S-24)
Luminaire Street Light Model P190-42-V
To conform with Triangle District Standards



F BENCHES AND TRASH RECEPTACLES
Re-use Existing which conform with Triangle District Standards
(3 benches + 3 receptacles on Haynes Street)



G NEW IRON TREE GRATES Add & Re-use as Necessary
East Jordan Iron Works - East Jordan, Michigan
with Ginkgo Leaf Pattern



H BICYCLE RACKS
RING by Landscapes, Kalamazoo, Michigan
Conforms with Triangle District Standard



J CHARGING STATION (AC)
2 Public Accessible located on Haynes Street



K OVERHEAD DOORS

Fred Lavery Company

Luckenbach
Ziegelman
Gardner
Architects
P.L.L.C.

Porsche Woodward DID
34350 Woodward Ave, Birmingham, MI 48009

Preliminary Site Plan | Landscape Plan | Location Map
Adjacent Properties within 200 feet

Project No. 21063

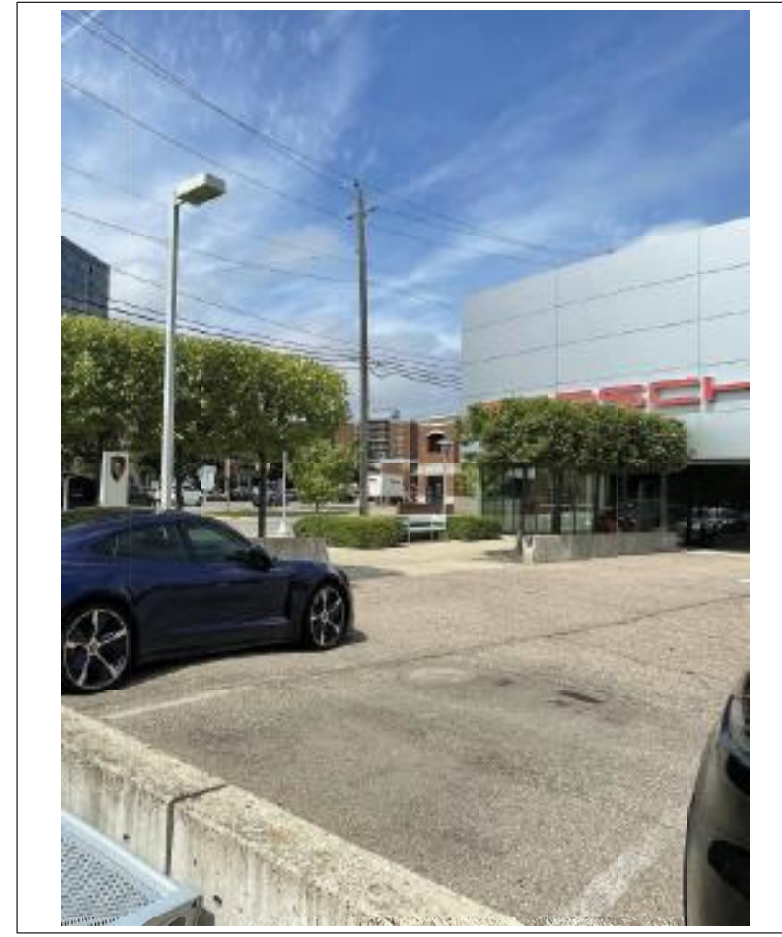
10.26.2022 CIS / Preliminary
Site Plan Review
1/11.1.25.2023
Final Site Plan Review
2/21.SLUP.Review

A/LA 100.1

EXISTING CONDITIONS



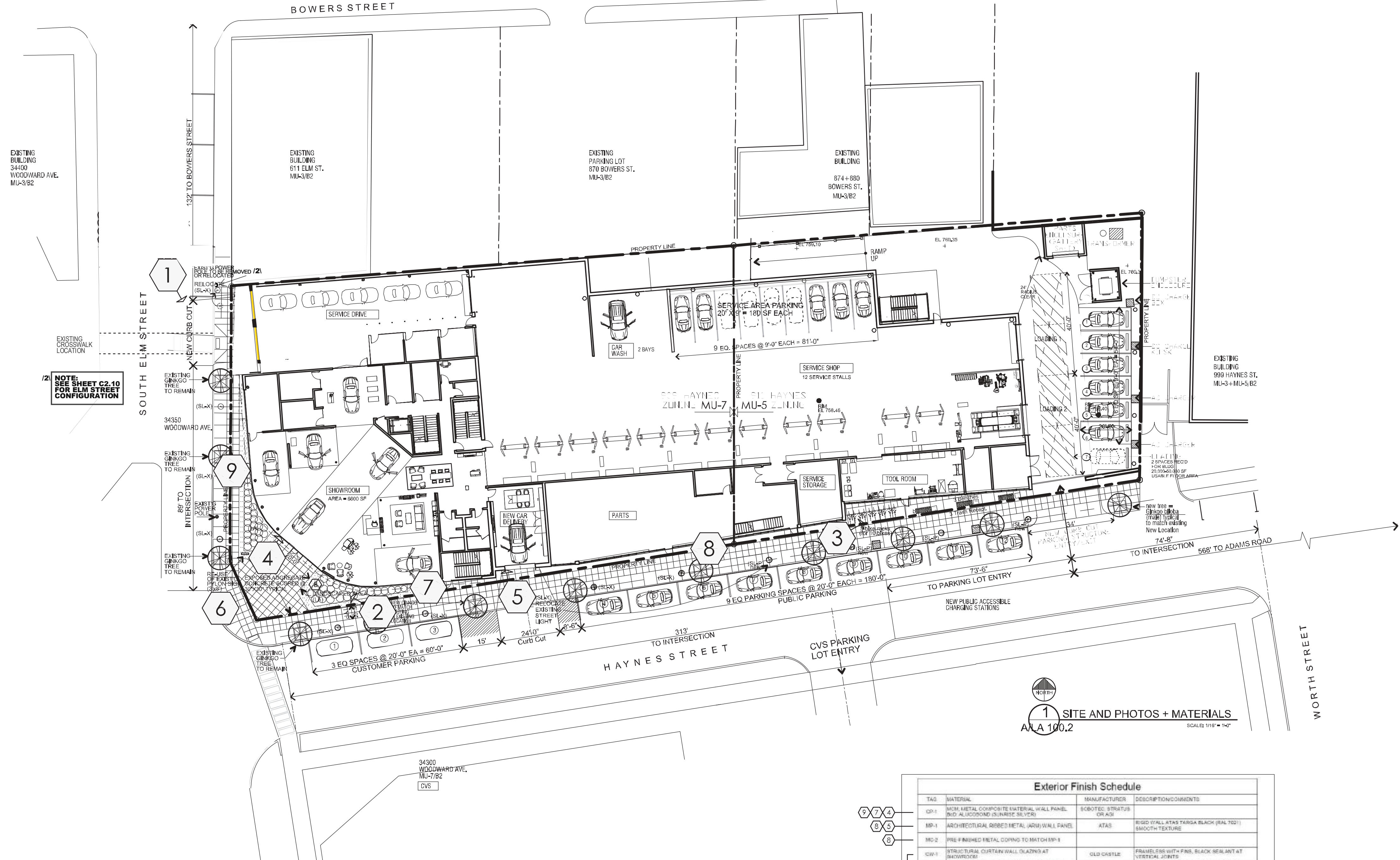
1 S. ELM ST. (NW CORNER) LOOKING SOUTH - EXISTING TO BE REMOVED



2 HAYNES ST. (SW CORNER) LOOKING WEST - EXISTING TO BE REMOVED



3 HAYNES ST. (SOUTH SIDE) LOOKING EAST - EXISTING TO BE REMOVED



1 SITE AND PHOTOS + MATERIALS
ALA 100.2
SCALE 1/8\"/>

TAG	MATERIAL	MANUFACTURER	DESCRIPTION/COMMENTS
CP-1	MCM METAL COMPOSITE EXTERIOR WALL PANEL (NO. ALU/COLORED DIMERIC SILVER)	SCOTEC / STRATUS	CR-AS
MP-1	ARCHITECTURAL RIBBED METAL (ARCH WALL PANEL)	ATAS	RIGID WALL ATAS TARGA BLACK (RAL 7021) SMOOTH TEXTURE
MP-2	PRE-FINISHED METAL COPING TO MATCH MP-1		
CSW-1	STRUCTURAL CURTAIN WALL GLAZING AT SHOWROOM	OLD CASTLE	FRAMED 650 WITH FINE BLACK SEALANT AT VERTICAL JOINTS
CSW-2	IMPACT RESISTANT STRUCTURAL CURTAIN WALL GLAZING AT SHOWROOM	SUBFACT	FRAMELESS, BLACK SEALANT AT VERTICAL JOINTS
CSW-3	STRUCTURAL CURTAIN WALL GLAZING	OLD CASTLE	7-1/2\"/>
SP-1	ALUMINUM STOREFRONT	OLD CASTLE	4-1/2\"/>
SL-1	ALUMINUM FRAMED SKYLIGHT	SUPERFLEX / OLD CASTLE	LOW SLOPE, CLEAR ANODIZED
EP-2	EXTERIOR PAINT/ASTONOMO COATINGS	SHERWIN WILLIAMS	SW 6900 DAVAR, SEMI-GLOSS SHEEN
BP-3	EXTERIOR PAINT		ALL EXPOSED STRUCTURAL STEEL, BRATOR BAL 9007, SEMI-GLOSS SHEEN
DN-1	CONCRETE		SITE HARDSCAPE SIDEWALKS AT SHOWROOM (RAL 7021) BROOM FINISHED
DN-2	INTERIALLY COLORED SEALS/ STAMPED CONCRETE		SITE HARDSCAPE SIDEWALKS AT SHOWROOM (RAL 7021) DARK GREY
DN-3	INTERIALLY COLORED CONCRETE		SITE HARDSCAPE RETAINING WALLS (RAL 7021) DARK GREY
PV-2	CONCRETE PAVERS		MP HARDSCAPE SIDEWALKS AT SHOWROOM (RAL 7021) DARK GREY, TIGHT JOINTS

PROPOSED MATERIALS



4 TYPICAL METAL COMPOSITE WALL PANELING (CP-1)



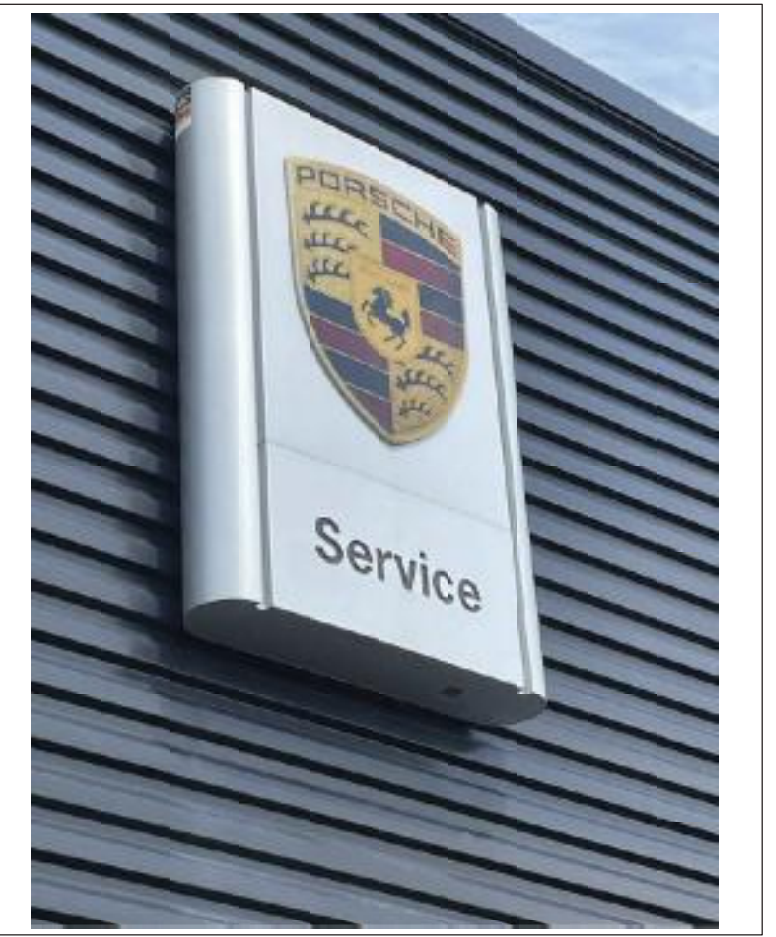
5 TYPICAL RIBBED METAL WALL PANELING (MP-1)



6 EXISTING PYLON GROUND SIGN - To Be Reused



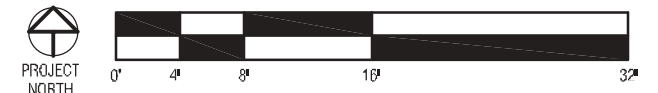
7 TYPICAL PORSCHE WALL SIGNAGE

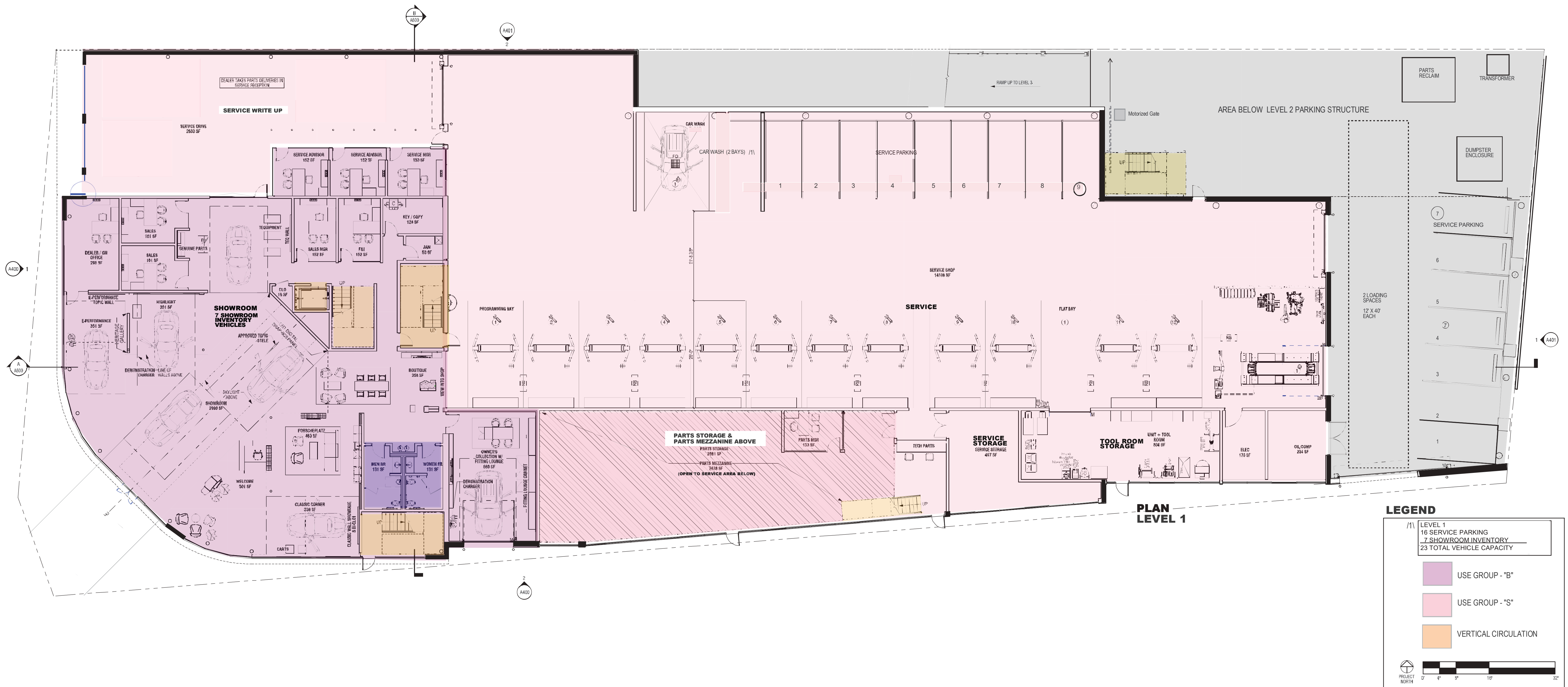


8 TYPICAL PORSCHE SERVICE SIGNAGE



9 TYPICAL WALL SIGNAGE





PRAXIS3

Fred Lavery Company

Luckenbach|
Ziegelman|
Gardner
Architects PLLC

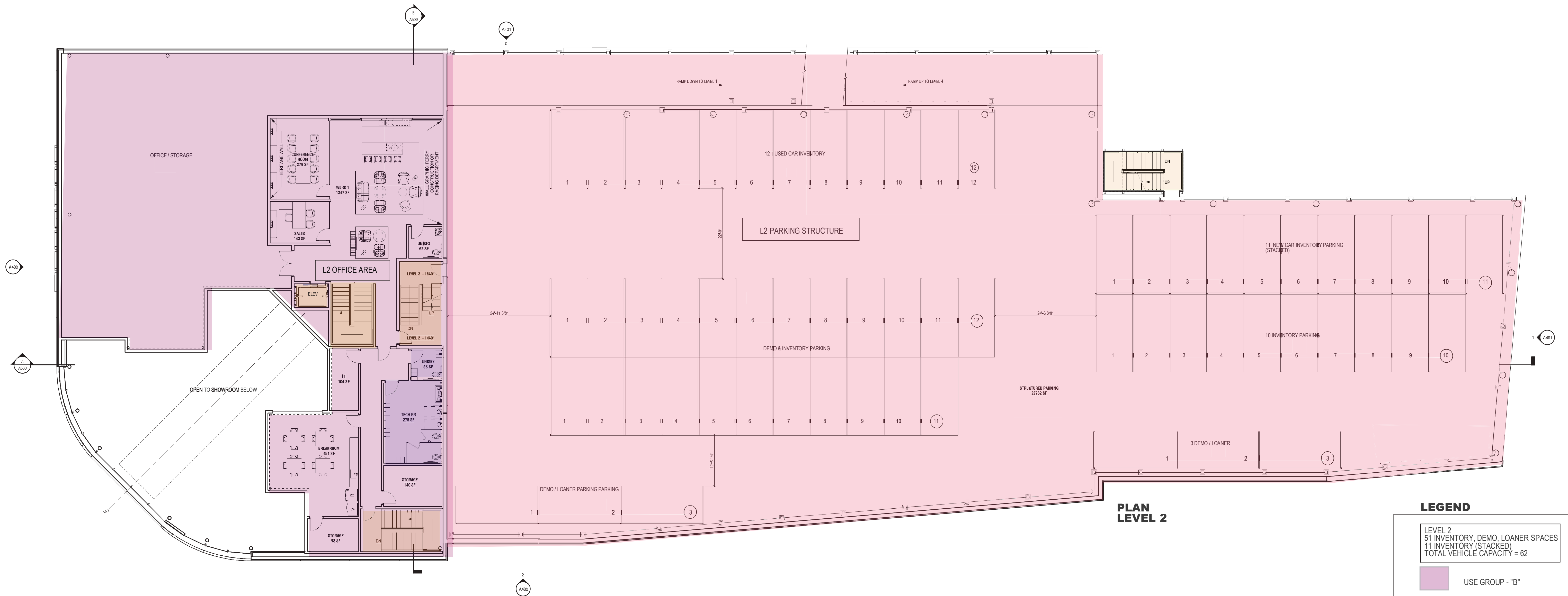
Porsche Woodward DID
34350 Woodward Ave, Birmingham, MI 48009

Floor Plan - Level 1

Project No. 21063

10.26.2022 CIS / Preliminary
Site Plan Review
/1/ 1.25.2023
Final Site Plan Review
/2/ 3.13.2023 SLUP Review

A201



PLAN LEVEL 2

LEGEND

LEVEL 2
 51 INVENTORY, DEMO, LOANER SPACES
 11 INVENTORY (STACKED)
 TOTAL VEHICLE CAPACITY = 62

USE GROUP - "B"

USE GROUP - "S"

VERTICAL CIRCULATION

PROJECT NORTH

PRAXIS3 Fred Lavery Company

Luckenbach
 Ziegelman
 Gardner
 Architects PLLC

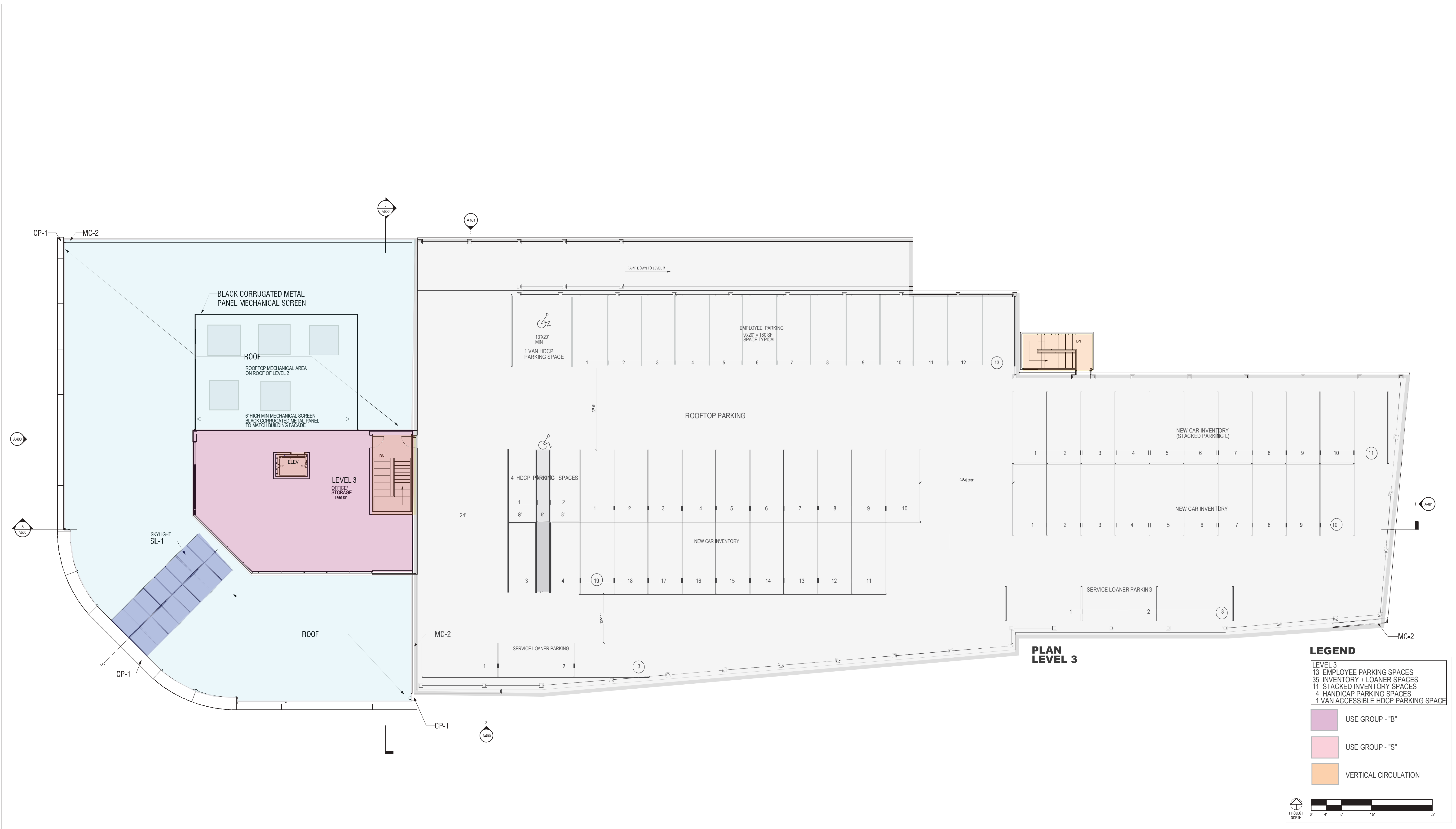
Porsche Woodward DID
 34350 Woodward Ave, Birmingham, MI 48009

Floor Plan - Level 2

Project No. 21063

10.26.2022 CIS / Preliminary
 Site Plan Review
 /1/ 1.25.2023
 Final Site Plan Review
 /2/ 3.13.2023 SLUP Review

A202



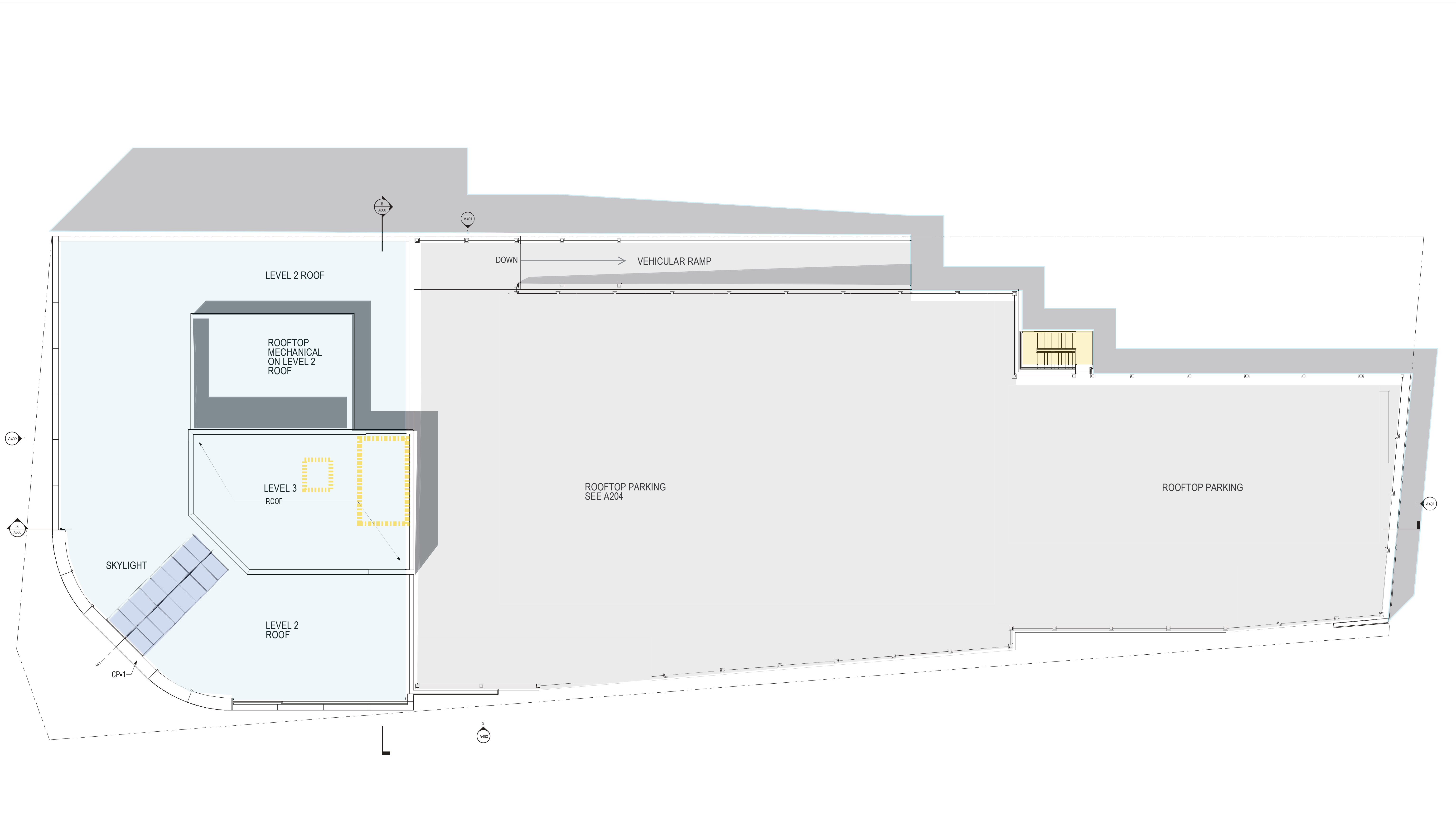
PLAN LEVEL 3

LEGEND

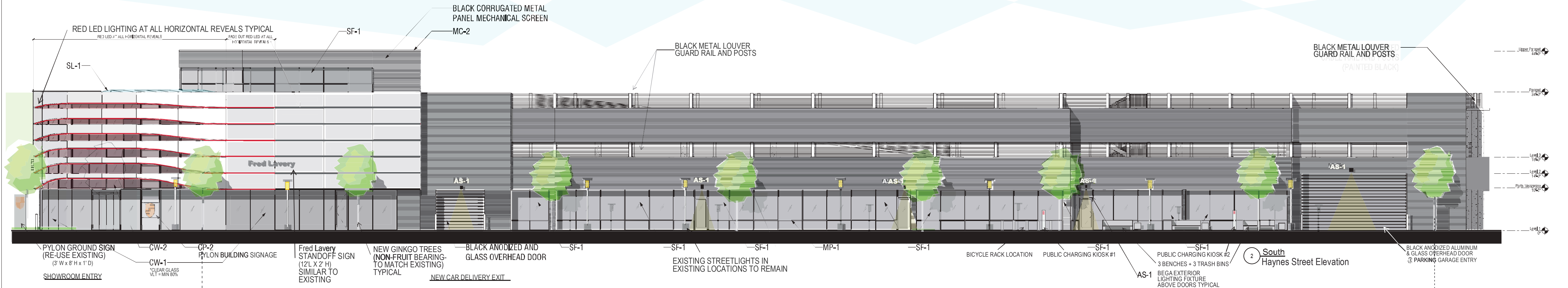
- LEVEL 3
- 13 EMPLOYEE PARKING SPACES
- 38 INVENTORY + LOANER SPACES
- 11 STACKED INVENTORY SPACES
- 4 HANDICAP PARKING SPACES
- 1 VAN ACCESSIBLE HDCP PARKING SPACE

- USE GROUP - "B"
- USE GROUP - "S"
- VERTICAL CIRCULATION

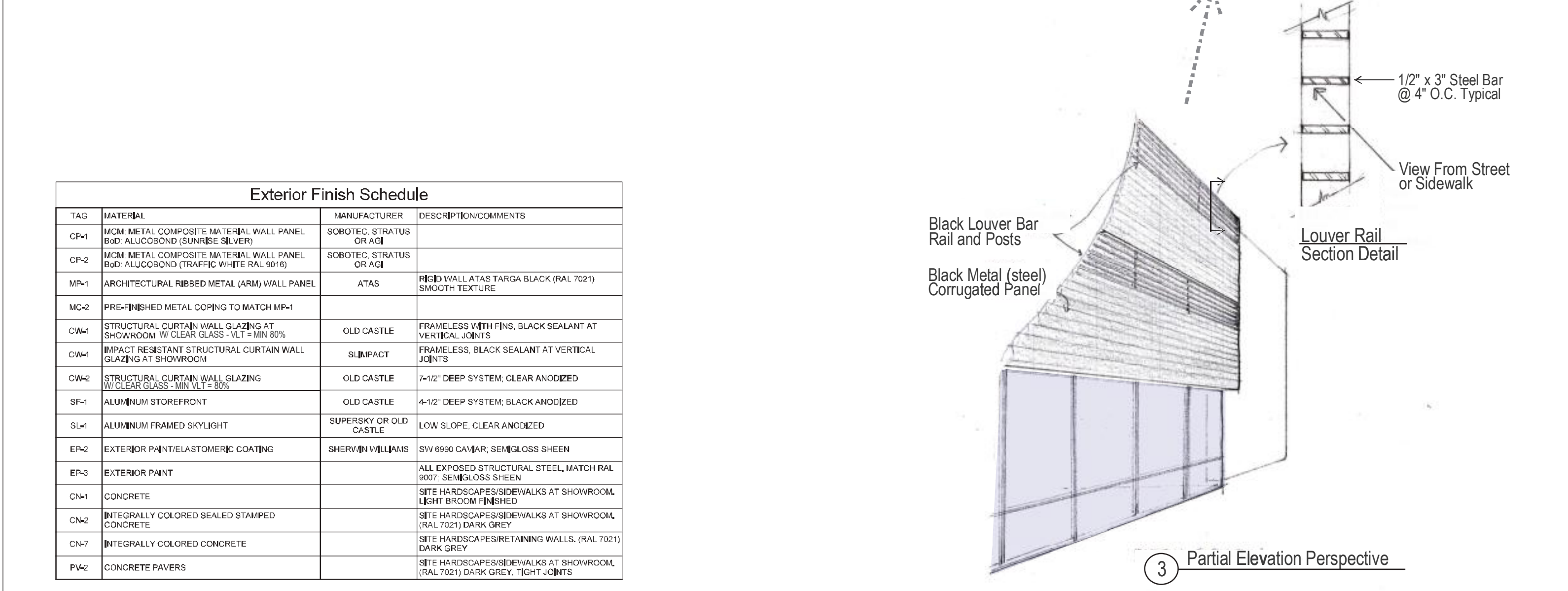
PROJECT NORTH



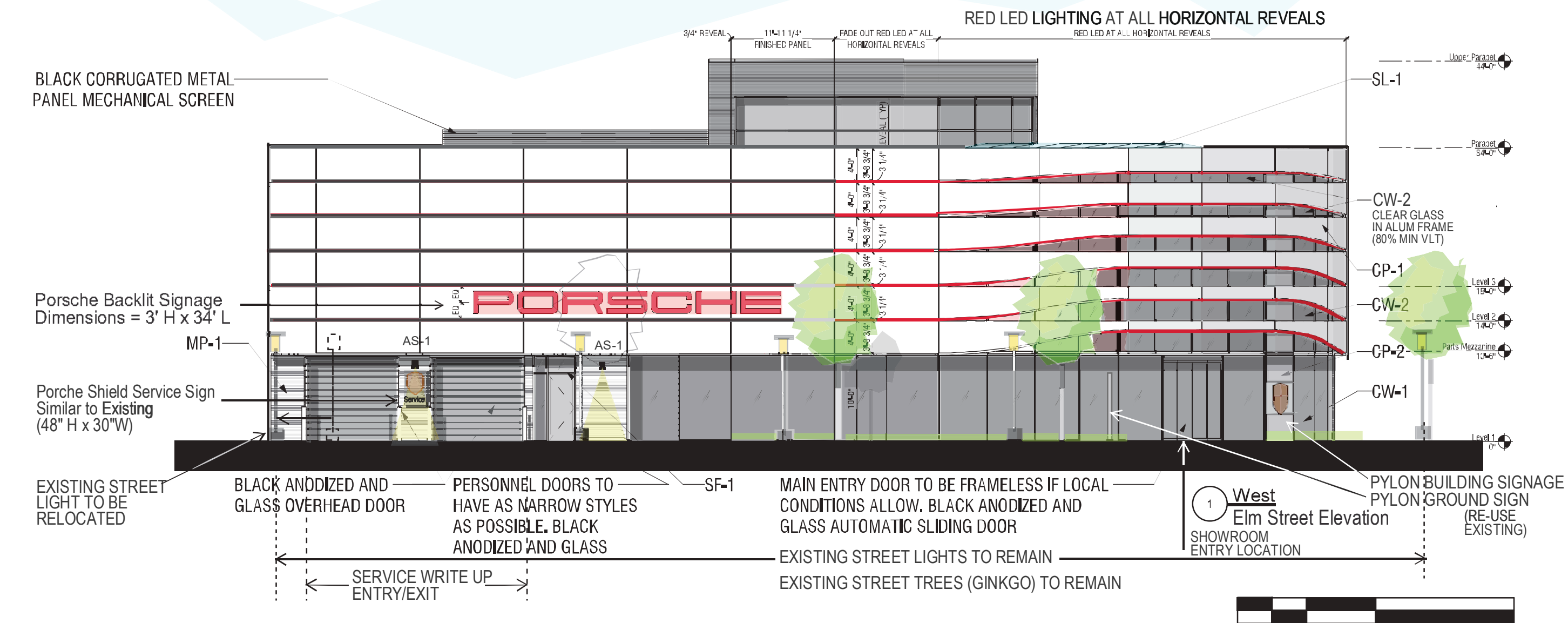
PRAXIS3	Fred Lavery Company	Luckenbach Ziegelman Gardner Architects PLLC	Porsche Woodward DID 34350 Woodward Ave, Birmingham, MI 48009	Roof Plan	Project No. 21063	10.26.2022 CIS / Preliminary Site Plan Review /1/ 1.25.2023 Final Site Plan Review /2/ 3.13.2023 SLUP Review A205
----------------	----------------------------	--	---	------------------	--------------------------	---



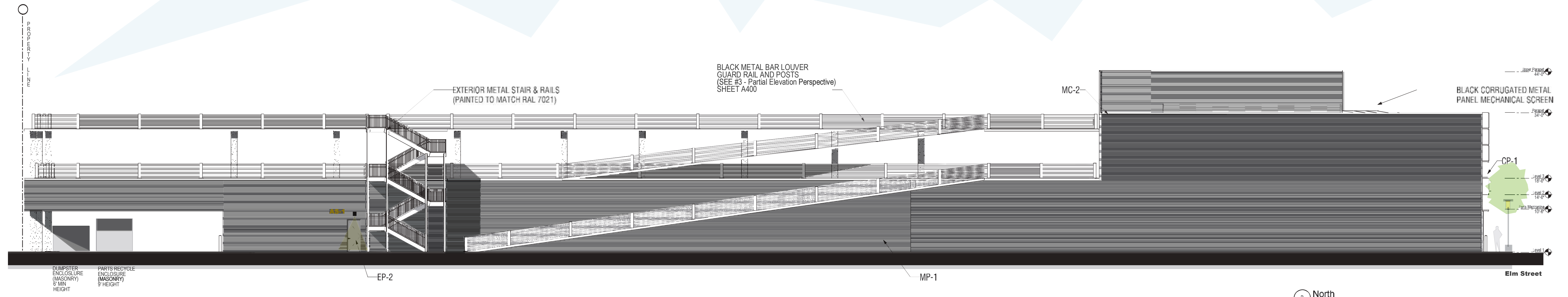
NEW STREET TREES IN EXISTING WELLS (GINKGO - non fruit bearing variety) TO MATCH EXISTING



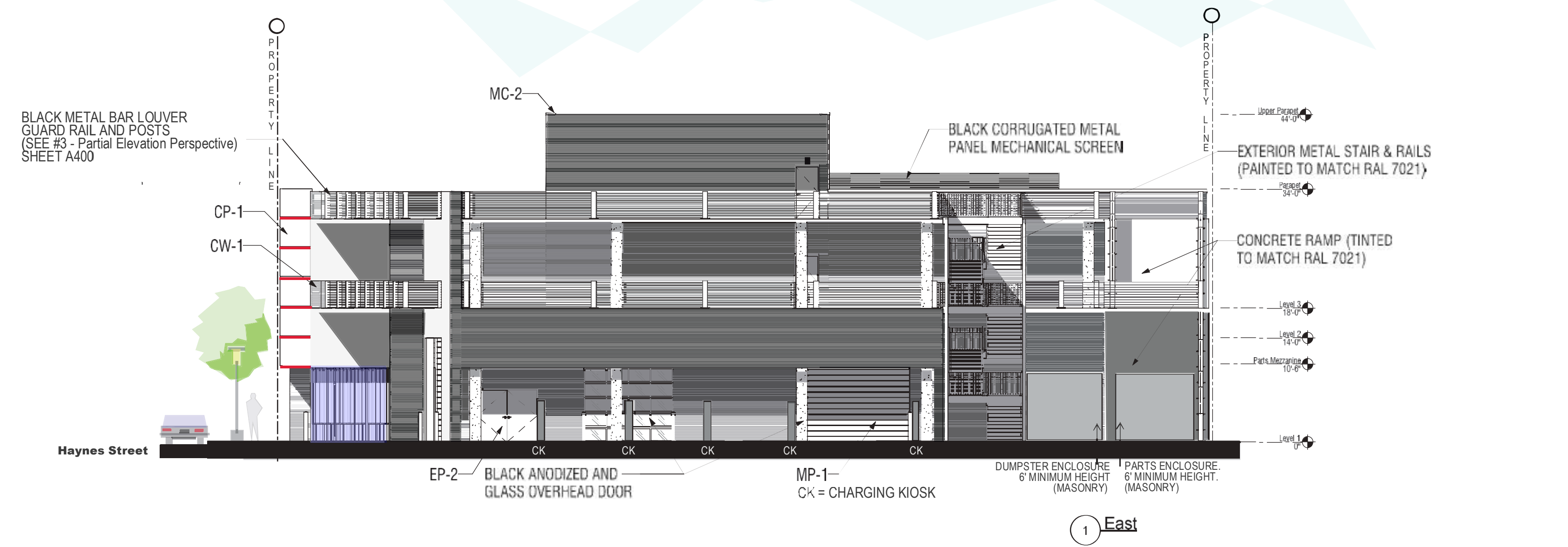
Exterior Finish Schedule			
TAG	MATERIAL	MANUFACTURER	DESCRIPTION/COMMENTS
CP-1	MCM METAL COMPOSITE MATERIAL WALL PANEL (B&O ALUCOBOND (SUNBLE SILVER))	SOBOTEC, STRATUS OR AGE	
CP-2	MCM METAL COMPOSITE MATERIAL WALL PANEL (B&O ALUCOBOND (TRAFFIC WHITE RAL 9016))	SOBOTEC, STRATUS OR AGE	
MP-1	ARCHITECTURAL RIBBED METAL (ARM) WALL PANEL	ATAS	RED WALL ATAS TARGA BLACK (RAL 7021) SMOOTH TEXTURE
MC-2	PRE-FINISHED METAL COATING TO MATCH MP-1		
CW-1	STRUCTURAL CURTAIN WALL GLAZING AT SHOWROOM (W/ CLEAR GLASS - VLT = MIN 80%)	OLD CASTLE	FRAMELESS WITH FINIS, BLACK SEALANT AT VERTICAL JOINTS
CW-1	IMPACT RESISTANT STRUCTURAL CURTAIN WALL GLAZING AT SHOWROOM	SHIMPACT	FRAMELESS, BLACK SEALANT AT VERTICAL JOINTS
CW-2	STRUCTURAL CURTAIN WALL GLAZING (W/ CLEAR GLASS - MIN VLT = 80%)	OLD CASTLE	4-1/2" DEEP SYSTEM, CLEAR ANODIZED
SF-1	ALUMINUM STOREFRONT	OLD CASTLE	4-1/2" DEEP SYSTEM, BLACK ANODIZED
SL-1	ALUMINUM FRAMED SKYLIGHT	SUPERSKY OR OLD CASTLE	LOW SLOPE, CLEAR ANODIZED
EP-2	EXTERIOR PAINT/ELASTOMERIC COATING	SHERWIN WILLIAMS	SVV 6990 CA/MAR, SEMI-GLOSS SHEEN
EP-3	EXTERIOR PAINT		ALL EXPOSED STRUCTURAL STEEL, MATCH RAL 9007, SEMI-GLOSS SHEEN
CN-1	CONCRETE		SITE HARDSCAPES/SIDEWALKS AT SHOWROOM, LIGHT BROWN FINISH
CN-2	INTEGRALLY COLORED SEALED STAMPED CONCRETE		SITE HARDSCAPES/SIDEWALKS AT SHOWROOM, (RAL 7021) DARK GREY
CN-7	INTEGRALLY COLORED CONCRETE		SITE HARDSCAPES/RETAINING WALLS, (RAL 7021) DARK GREY
PA-2	CONCRETE PAVERS		SITE HARDSCAPES/SIDEWALKS AT SHOWROOM, (RAL 7021) DARK GREY, TIGHT JOINTS



Fred Lavery Company Luckenbach Ziegelman Gardner Architects PLLC	Porsche Woodward DID 34350 Woodward Ave, Birmingham, MI 48009	Elevations	Project No. 21063 10.26.2022 CIS/ Preliminary Site Plan Review 09.15.2022 Final Site Plan Review 3.13.2023 SLUP Review	A400
--	---	-------------------	--	-------------

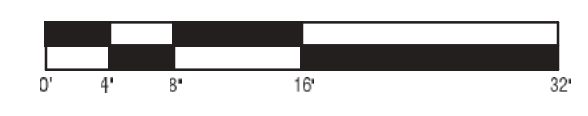


2 North



1 East

Exterior Finish Schedule		
TAG	MATERIAL	MANUFACTURER / DESCRIPTION/COMMENTS
CP-1	MCW METAL COMPOSITE MATERIAL WALL PANEL (B&O ALLUCOBOND) (SUNRISE SILVER)	SCOTTEC, STRATUS OR AGI
CP-2	MCW METAL COMPOSITE WALL PANEL (B&O ALLUCOBOND) (TRAFFIC WHITE RAL 9010)	SCOTTEC, STRATUS OR AGI
WP-1	ARCHITECTURAL RUBBER METAL (DARK) WALL PANEL	ATAS
MC-2	PRE-FINISHED METAL COPING TO MATCH MP-1	ROBO WALL ATAS TARGA BLACK (RAL 7021) SMOOTH TEXTURE
CW-1	STRUCTURAL CURTAIN WALL GLAZING AT SHOWROOM	OLD CASTLE
CW-1	IMPACT RESISTANT STRUCTURAL CURTAIN WALL GLAZING AT SHOWROOM	SLIMPACT
CW-2	STRUCTURAL CURTAIN WALL GLAZING	OLD CASTLE
SF-1	ALUMINUM STOREFRONT	OLD CASTLE
SL-1	ALUMINUM FRAMED SKYLIGHT	SUPERSKY OR OLD CASTLE
EP-2	EXTERIOR PAINT (ELASTOMERIC COATING)	SHERWIN WILLIAMS
EP-3	EXTERIOR PAINT	ALL EXPOSED STRUCTURAL STEEL MATCH RAL 9007, SEMI-GLOSS SHEEN
CN-1	CONCRETE	SITE HARDSCAPES/DEWALKS AT SHOWROOM: LIGHT BROWN FINISH
CN-2	INTEGRALLY COLORED SEALED STAMPED CONCRETE	SITE HARDSCAPES/DEWALKS AT SHOWROOM: (RAL 7021) DARK GREY
CN-3	INTEGRALLY COLORED CONCRETE	SITE HARDSCAPES/DEWALKS AT SHOWROOM: (RAL 7021) DARK GREY
PN-2	CONCRETE PAVERS	SITE HARDSCAPES/DEWALKS AT SHOWROOM: (RAL 7021) DARK GREY, TIGHT JOINTS



Fred Lavery Company	Luckenbach Ziegelman Gardner Architects PLLC	Porsche Woodward DID 34350 Woodward Ave, Birmingham, MI 48009	Elevations	Project No. 21063
10.26.2022 CIS / Preliminary Site Plan Review A401 /1/ 1.25.2023 Final Site Plan Review /2/ 3.13.2023 SLUP Review				



Haynes Street Block



Elm Street Block

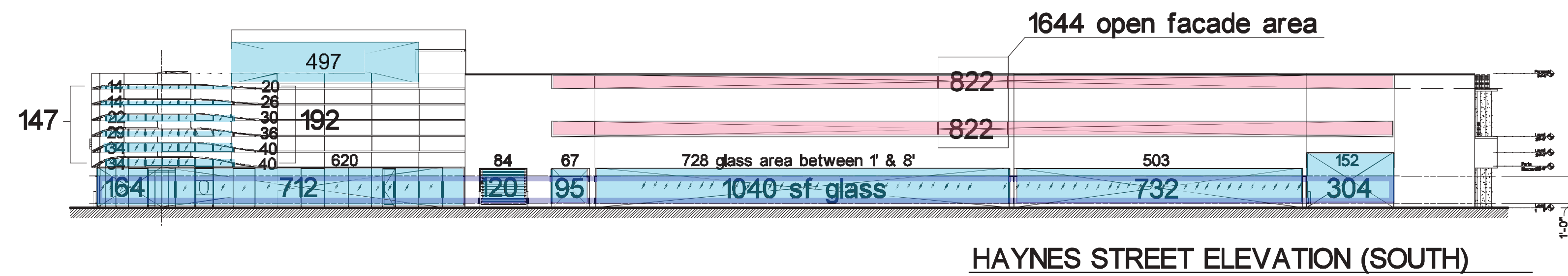
	Fred Lavery Company	Luckenbach Ziegelman Gardner Architects PLLC	Lavery Porsche Woodward 34350 Woodward Ave, Birmingham, MI 48009	Entire Block Facades	Project No. 21063	03.13.2023 SLUP REVIEW	A402
--	---------------------	--	---	----------------------	-------------------	---------------------------	-------------

SOUTH FACADE GLASS AREA = 4,003 SF
 TOTAL SOUTH FACADE AREA = 12,668 SF
 PERCENTAGE GLASS = $4,003 / 12,668 (100) = 31.5\%$

SOUTH FACADE OPEN AREA = 1,644 SF
 TOTAL SOUTH FACADE AREA = 12,668 SF
 PERCENTAGE OPEN AREA = $1,644 / 12,668 (100) = 13\%$

SOUTH FACADE GLASS & OPEN AREA = 5,647 SF
 TOTAL SOUTH FACADE AREA = 12,668 SF
 PERCENTAGE GLASS + OPEN AREA = $5,647 / 12,668 (100) = 44.5\%$

HAYNES STREET ELEVATION
 FACADE OPEN AREA AND GLASS AREA CALCULATIONS



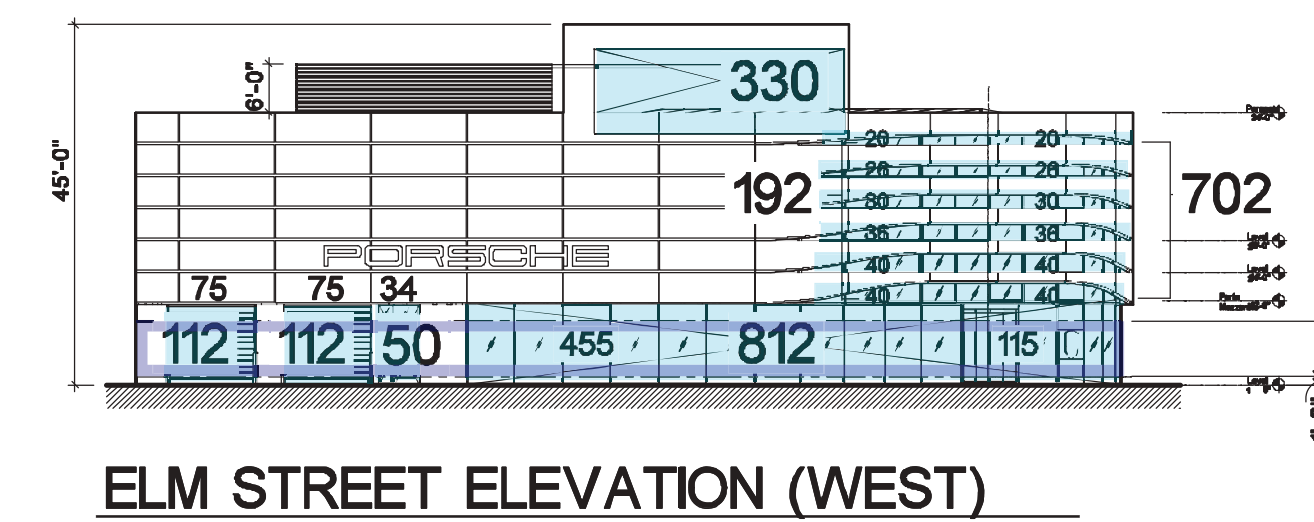
HAYNES STREET ELEVATION (SOUTH)

TOTAL GLASS AREA = 2,154 SF
 TOTAL AREA BETWEEN 1' & 8' = 2,484 SF
 % GLASS BETWEEN 1' & 8' = $2,154 / 2,484 (100)$
 TOTAL PERCENT GLASS = 86.7% (MIN REQ'D = 70%)

HAYNES STREET ELEVATION
 GLASS PERCENTAGE BETWEEN 1' & 8 FEET

WEST FACADE GLASS AREA = 2,310 SF
 TOTAL SOUTH FACADE AREA = 4,740 SF
 PERCENTAGE GLASS AREA = $2,310 / 4,740 (100) = 46.4\%$

ELM STREET ELEVATION
 FACADE GLASS CALCULATIONS

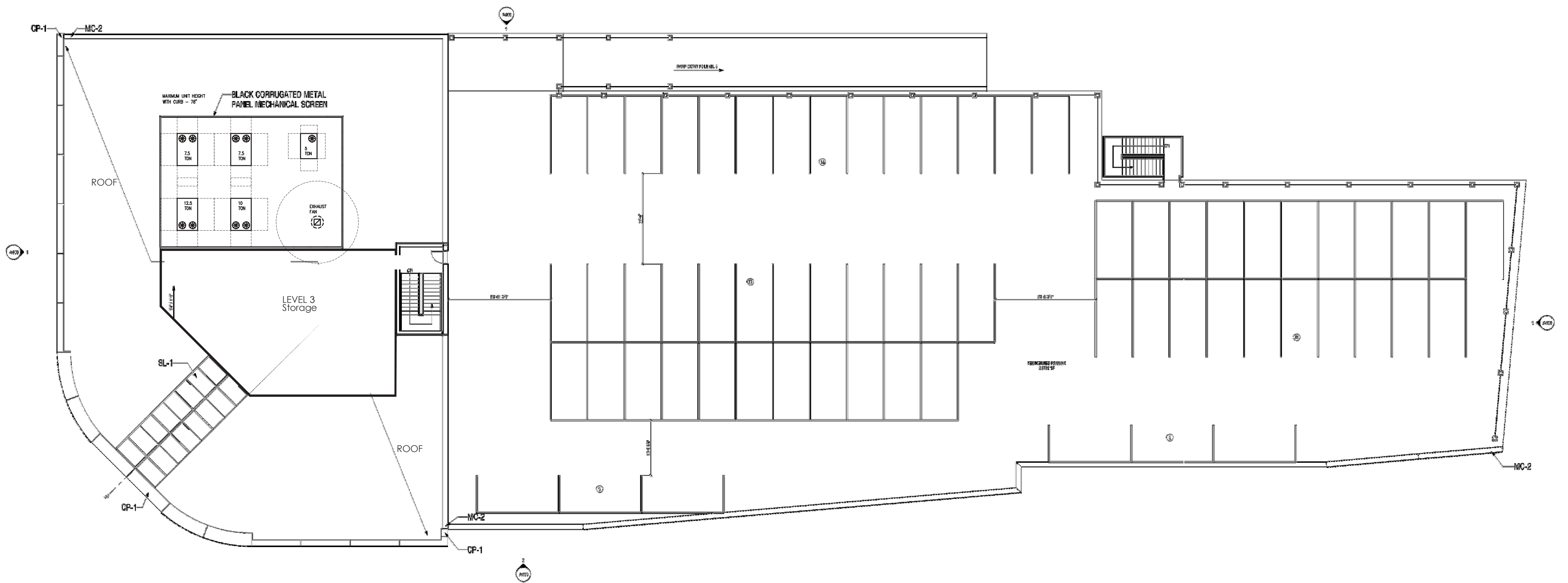


ELM STREET ELEVATION (WEST)

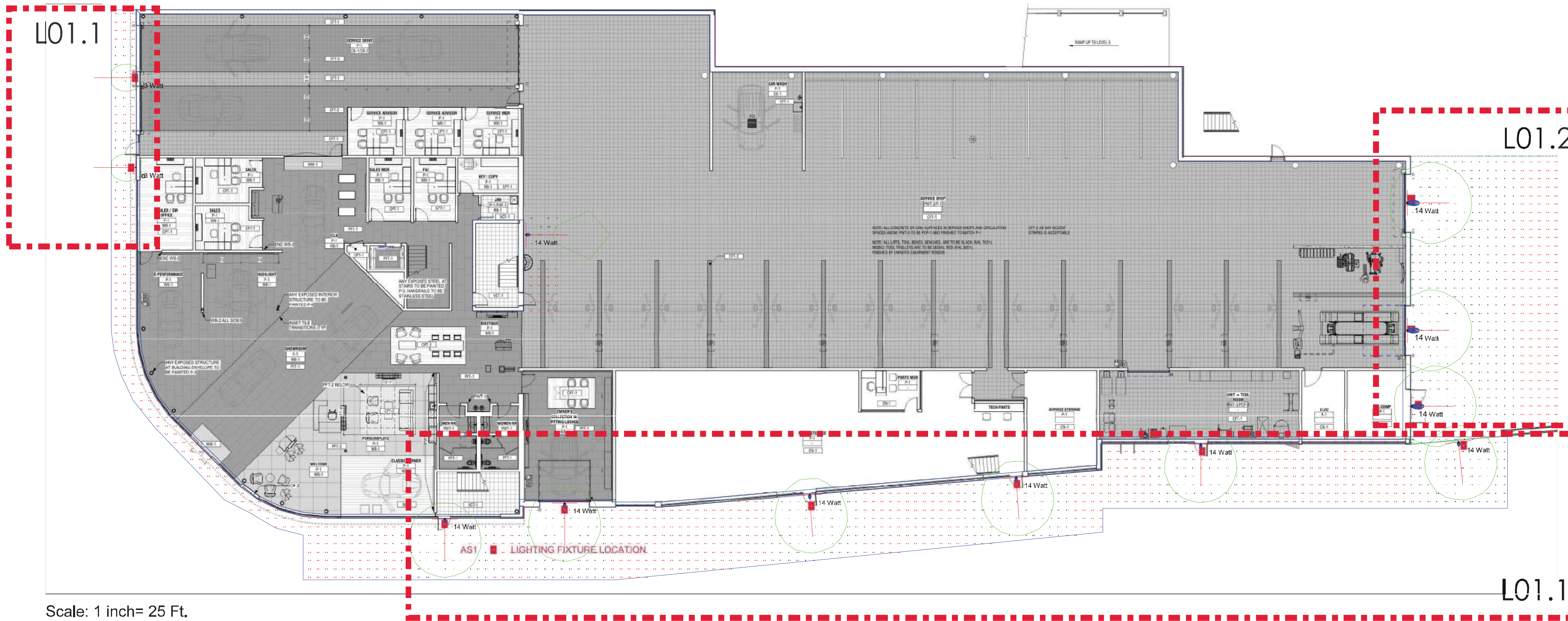
TOTAL GLASS AREA = 754 SF
 TOTAL AREA BETWEEN 1' & 8' = 865 SF
 % GLASS BETWEEN 1' & 8' = $754 / 865 (100)$
 TOTAL PERCENT GLASS = 87.2% (MIN REQ'D = 70%)

ELM STREET ELEVATION
 % GLASS BETWEEN 1' & 8'





PRAXIS3	Fred Lavery Company	Porsche Woodward DID 84850 Woodward Ave, Birmingham, MI 48009	Mechanical Roof Plan	Project No. 21063	10.26.2022 CIS / Preliminary Site Plan Review /1/ 1.25.2023 Final Site Plan Review /2/ 3.13.2023 SLUP Review M01
----------------	----------------------------	---	-----------------------------	--------------------------	--



Scale: 1 inch= 25 Ft.

LIGHTING FIXTURE SCHEDULE				
SYMBOL	TYPE	QTY	WATTS	LUMENS
⊙	14 Watt	7	17	1217
○	3 Watt	2	5	145

CALCULATION SUMMARY						
LABEL	UNITS	AVG	MAX	MIN	MAX/MIN	
Garage Area_Floor	Fc	1.72	42.6	0.0	N.A.	
Sidewalk_Planar	Fc	1.09	11.6	0.0	N.A.	
Upper Garage Entry	Fc	4.71	34.9	0.0	N.A.	

NOTES:

1. STANDARD LIGHT REFLECTANCE VALUES: 80% CEILING, 50% WALLS, 20% FLOORS.
2. TYPICAL CALCULATION PLANE HEIGHTS ARE INDICATED BY FLOOR BEING AT 0'-0" AND WORKPLANE BEING AT 2'-6".
3. LUMINAIRES SHOWN ARE BASIS OF DESIGN.

date

REVISION X

5145 Livernois, Suite 100
Troy, Michigan 48068-3275
T: 248-879-5666 F: 248-879-007
www.PeterBassoAssociates.com
PBA Project #

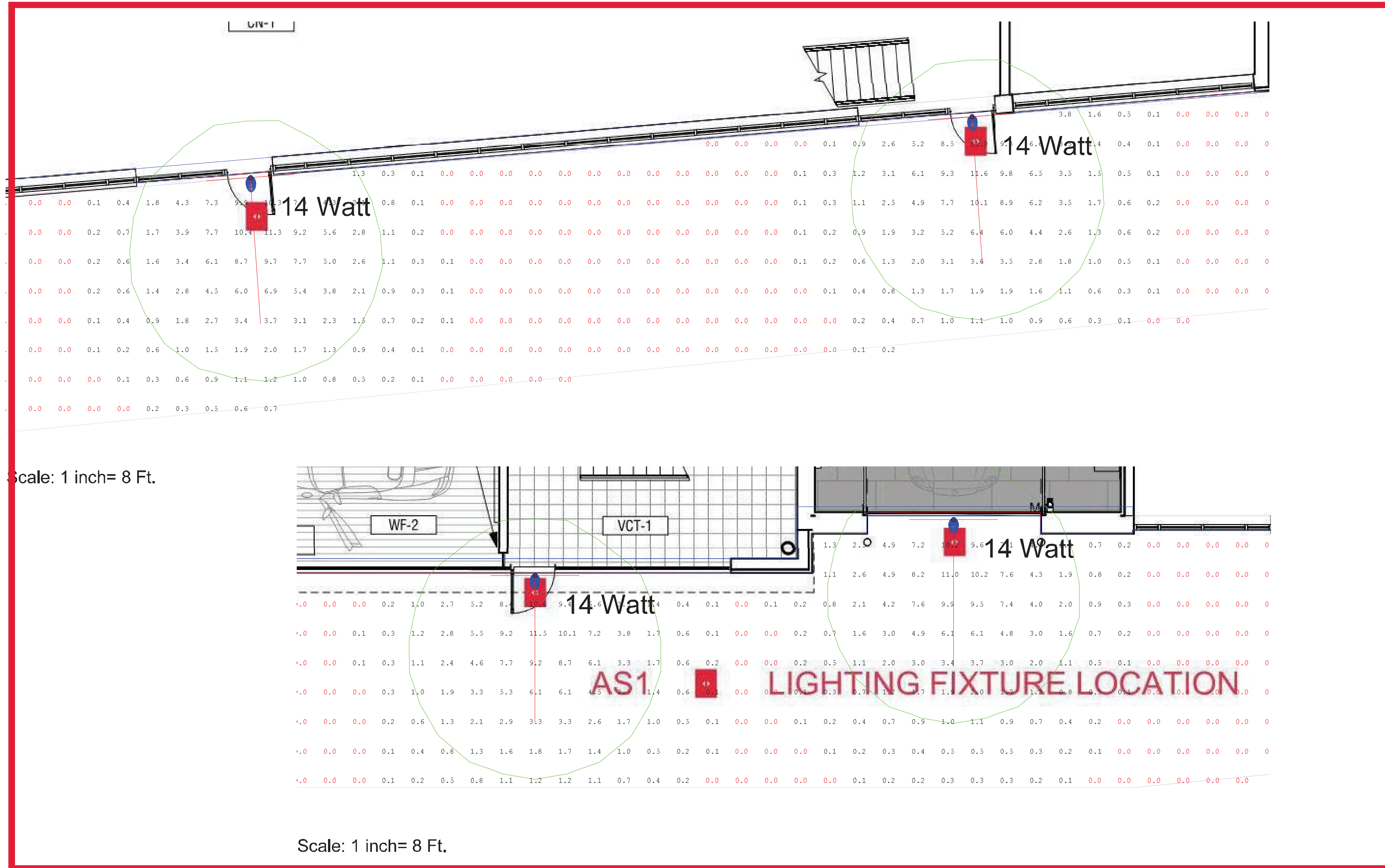
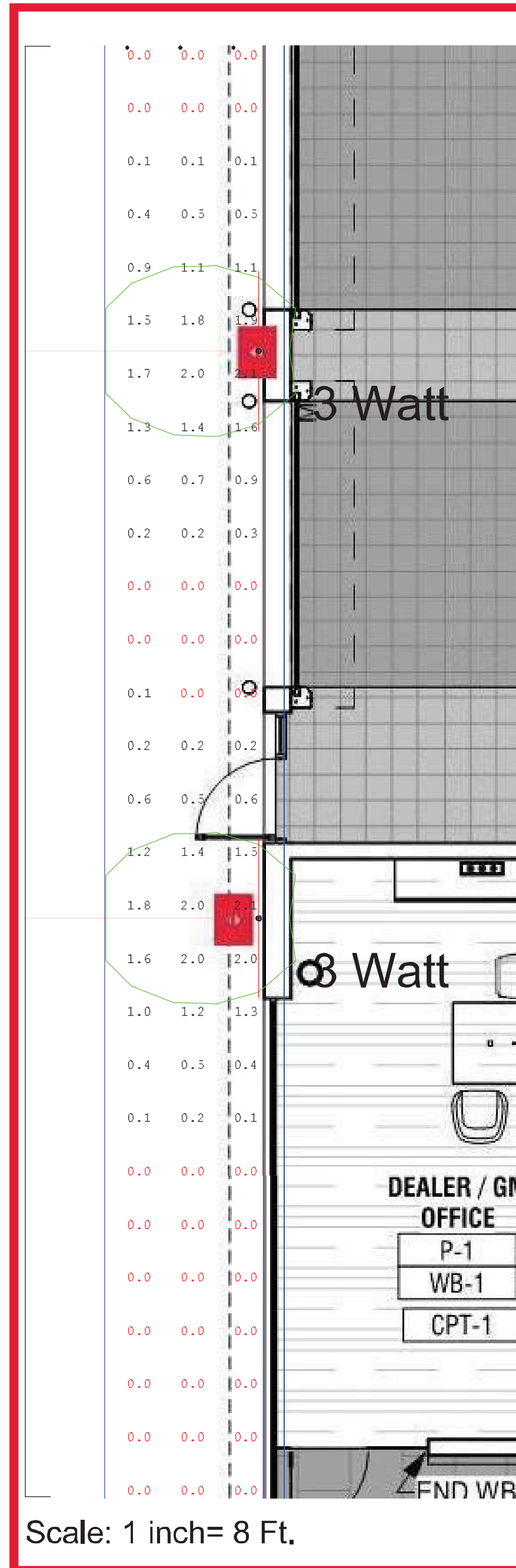
PROJECT TITLE
LAVERY PORSCHE EXTERIOR LIGHTING

SHEET TITLE
EXTERIOR LIGHTING CALCULATIONS

DATE
10.26.2022 CIS / Preliminary Site Plan Review

BY:
AS/KD

SHEET No.
L01



LIGHTING FIXTURE SCHEDULE					
SYMBOL	TYPE	QTY	WATTS	LUMENS	DESCRIPTION / NOTES
⊙	22 Watt	3	26	2023	
⊕	14 Watt	7	17	1217	
⊖	3 Watt	2	5	145	

CALCULATION SUMMARY						
LABEL	UNITS	AVG	MAX	MIN	MAX/MIN	
Garage Area_Floor	Fc	1.72	42.6	0.0	N.A.	
Sidewalk_Planar	Fc	1.09	11.6	0.0	N.A.	
Upper Garage Entry	Fc	4.71	34.9	0.0	N.A.	

NOTES:

1. STANDARD LIGHT REFLECTANCE VALUES: 80% CEILING, 50% WALLS, 20% FLOORS.
2. TYPICAL CALCULATION PLANE HEIGHTS ARE INDICATED BY FLOOR BEING AT 0'-0" AND WORKPLANE BEING AT 2'-6".
3. LUMINAIRES SHOWN ARE BASIS OF DESIGN.

date

REVISION X

5145 Livernois, Suite 100
Troy, Michigan 48068-3275
T: 248-879-5666 F: 248-879-007
www.PeterBassoAssociates.com
PBA Project #

PBA
Peter Basso Associates Inc.
CONSULTING ENGINEERS

PROJECT TITLE
LAVERY PORSCHE EXTERIOR LIGHTING

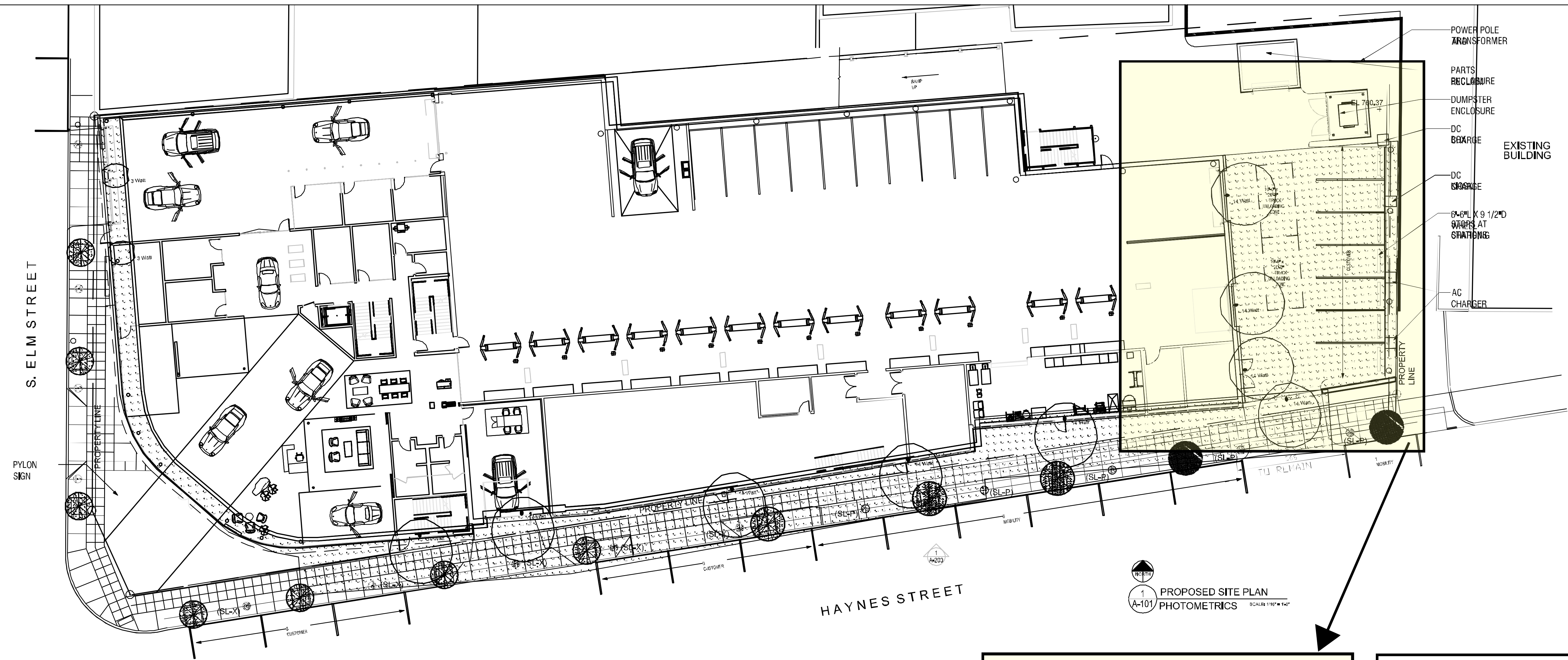
SHEET TITLE
EXTERIOR LIGHTING CALCULATIONS

DATE
2022-08-26

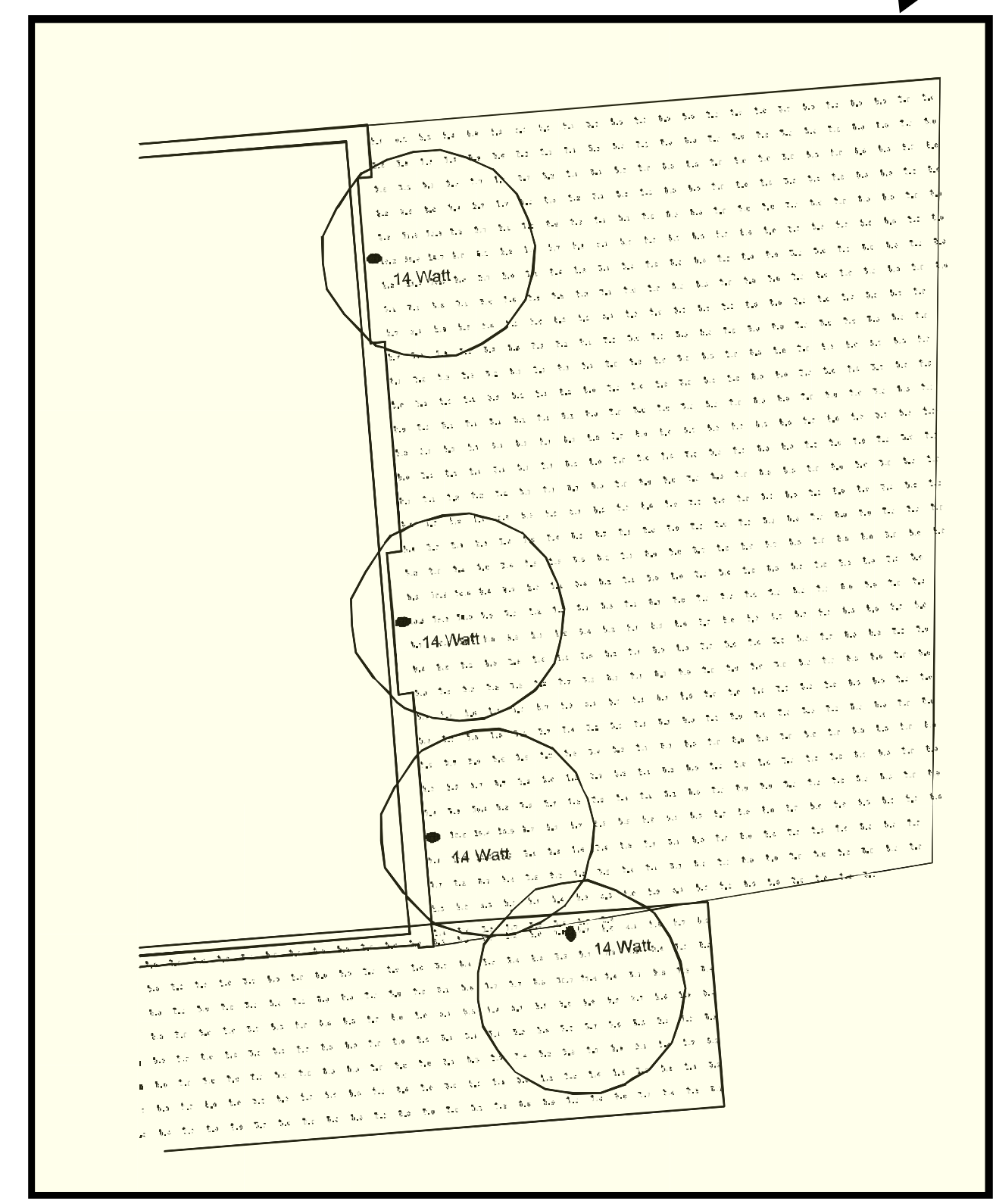
BY:
AS/KD

SHEET No.
L01.1

10.26.2022 CIS / Preliminary Site Plan Review
/11.1.25.2023 Final Site Plan Review
/21.3.13.2023 SLLUP REVIEW



1 PROPOSED SITE PLAN
PHOTOMETRICS
SCALE: 1/8" = 1'-0"



2 PLAN DETAIL - MAIN LEVEL PARKING STRUCTURE CIRCULATION
PHOTOMETRICS - LIGHTING LEVELS
SCALE: 1/8" = 1'-0"

CALCULATION SUMMARY

LABEL	FIXTURE UNITS	AVE	MAX	MIN
Garage Area Floor	14W Fc	2.50	15.4	0.0
Sidewalk Planar	14W Fc	1.09	11.6	0.0

LED wall luminaires - directed light BEGA

BEGA

Application:
LED wall luminaires with directed light distribution designed for general illumination of pathways and building exteriors from various mounting heights.

Materials:
Luminaire housing constructed of die-cast or zinc die-cast, copper-free (up to 4% copper as per ASTM A6350 aluminum alloy).
Clear polycarbonate.
Reflector made of pure anodized aluminum.
Silicone gaskets, mechanically fastened, plasma treated for increased adhesion.
High temperature silicone gaskets.
Mechanically fastened stainless steel fasteners.
NEMA 4X to North American standards, suitable for wall locations.
Protection class IP64.
Height: 2.25m

Technical:
Operating voltage: 100-277VAC
Minimum start temperature: -40°C
LED module voltage: 14.0V
System voltage: 17.0V
Connectivity: D-CO, T-PA, and B-V dimmable
Color rendering index: Ra > 80
Luminaire lifetime: 1,20,000 hours (L70B50)
Lifetime at 25°C: 200,000 hours (L70B50)
Lifetime at 35°C: 200,000 hours (L70B50)

LED color temperature:
□ 3000K - Product number - K3
□ 4000K - Product number - K4
□ 5000K - Product number - K5
□ 6000K - Product number - K6
□ 7000K - Product number - K7
□ 8000K - Product number - K8

Finish:
All BEGA standard finishes are made, textured polycarbonate powder coat with minimum 3 mil thickness.
Available colors: □ Black (BL) □ White (WH) □ P-AL
□ Silver (SP) □ Silver (SL) □ CLS



LED wall luminaire - directed light

Model	LED	Beam	Beam	Beam
0400	400V	45°	7°	45°

BEGA 1120 BEGA Way, Campbell, CA 95008 (925) 551-6000 info@bega.com
Due to rapid technology progress, BEGA reserves the right to change specifications without notice. For more information, please visit www.bega.com
Product ID: 1120

3 PROPOSED EXTERIOR LIGHT FIXTURE
L0.12' PHOTOMETRICS - LIGHTING LEVELS



MEMORANDUM

Planning Division

DATE: January 20th, 2023

TO: Planning Board

FROM: Brooks Cowan, Senior Planner

Approved: Nick Dupuis, Planning Director

SUBJECT: 34350 Woodward & 909-911 Haynes Street - Fred Lavery Porsche – SLUP Amendment and Final Site Plan and Design Review

The applicant is proposing to demolish both buildings at 34350 Woodward Ave and 909-911 Haynes Street and construct a three story auto sales agency spanning across both properties. Both parcels are zoned B-2, General Business. 34350 Woodward is zoned MU-7 in the Triangle Overlay District while 909-911 Haynes Street is zoned MU-5. Auto sales agencies require a Special Land Use Permit (SLUP) to operate in the B2 District as well as the MU-5 and MU-7 Districts. The applicant originally received a Special Land Use Permit in 2010 to operate a Porsche car dealership at 34350 Woodward Ave. Upon approval, the applicant will also be required to apply for a lot combination with the City Commission. The lot combination hearing with City Commission shall be held after the SLUP hearing.

In 2016, the applicant received a temporary SLUP amendment to use the building next door at 909-911 Haynes as an office for the Porsche sales and management team for one year while renovations were made to the Porsche dealership at 34350 Woodward Ave. Conditions of approval were that the applicant could not have cars for sale parked on 909-911 Haynes Street.

In [January 2020](#), the applicant appeared before the Planning Board for Final Site Plan review and SLUP amendment to demolish the building at 909-911 Haynes Street and expand the Porsche dealership's parking lot. After discussions regarding how the Triangle District Overlay requires expanding uses to bring the entire site into conformity, and that the Triangle District Urban Design Plan's Worth Street Extension is recommended to pass through the subject property, the owner withdrew their application.

In January, March, and April of 2021, the applicant appeared before City Commission to apply for a lot combination. It was determined that expanding the use through a lot combination meant that the site would not satisfy the requirements of the Zoning Ordinance, and therefore would not satisfy the requirements for a lot combination. It was recommended that the applicant appear

before the Planning Board and obtain Final Site Plan and SLUP approval before obtaining a lot combination. **City staff recommends that the Planning Board review the City Commission Memos from [January 25th, 2021](#), [March 22nd, 2021](#), and [April 26th, 2021](#) regarding the lot combination of the subject site and recommendations of the Triangle District Urban Design Plan.**

On [October 26th, 2022](#), the applicant appeared before the Planning Board for a Community Impact Study and Preliminary Site Plan Review. Upon review the Planning Board moved to accept the CIS with the following conditions:

1. The applicant resolve all issues related to the Transportation Impact Study as requested by the City's traffic consultants;
2. The applicant obtain site plan review and recommendation from the Multi-Modal Transportation Board (MMTB) related to vehicular and pedestrian traffic safety features for the intersection of Haynes Street, Elm Street, and Woodward Ave;
3. The applicant provide the Planning Department with copies of any existing due care plans, plans developed in connection with the construction of the project, information about the existence of any vapors during the process of construction, and plans for remediation of any hazardous vapors identified; and,
4. The applicant comply with all requests from City Departments.

The Planning Board also moved to recommend the Preliminary Site Plan with the following conditions:

1. The applicant obtain site plan review and recommendation from the MMTB related to vehicular and pedestrian traffic safety features for the intersection of Haynes Street, Elm Street, and Woodward Ave;
2. The applicant provide sidewalks along Elm Street, Woodward Ave, and Haynes Street that are a minimum of 12 feet wide;
3. The applicant comply with all department requests.

On [December 1st, 2022](#), the applicant appeared before the Multi-Modal Transportation Board to review recommendations of the Triangle District Plan's concepts for the intersection of Elm Street, Haynes Street, and Woodward Avenue. The Multi-Modal Transportation Board moved to recommend option C2 which is reducing Elm Street to one-way southbound between Bowers Street and Haynes Street. (Minutes are attached).

The applicant has addressed some of the recommendations of staff regarding Elm Street, while also providing a concept of their preferred Elm Street alignment with the updated Final Site Plan and SLUP review.

1.0 Land Use & Zoning

- 1.1 **Existing Land Use** – The existing land use is commercial with two buildings, one an auto sales agency and the other a two story office-retail use
- 1.2 **Zoning** – The subject site exists within the B2 (General Business), MU-5 (Mixed-Use 5), and MU-7 (Mixed-Use 7) Zoning Districts.
- 1.3 **Summary of Adjacent Land Use & Zoning** – The following chart summarizes existing land use and zoning classifications of the adjacent and/or nearby properties:

	North	South	East	West
Existing Land Use	Commercial/ Office	Commercial/ Office	Commercial/ Office	Commercial
Existing Zoning District	B2 (General Business)	B2 (General Business)	B2 (General Business) & O2 (Office-Commercial)	B2 (General Business)
Overlay Zoning District	MU-3 & MU-5	MU3 & MU-5	N/A	MU-5 & MU-7

2.0 Setback, Bulk, & Height Requirements

The attached zoning compliance summary analysis provides the required and proposed bulk, area, and placement regulations for the proposed project. The applicant appears to satisfy the bulk, area and placement requirements of the Triangle District with particular clarifications noted below.

Article 3, Sections 3.08(C) & 3.08(D) of the Triangle District Overlay requires building facades in the MU-5 and MU-7 Districts to be built within 0-5 feet of the front lot line for a minimum of 75% of the street frontage length which the applicant appears to satisfy. Furthermore, Article 3.08(F) allows frontyard building setback exceptions when additional sidewalk and landscaping enhancements have been provided which is the case for the proposed showroom entrance at the corner of Elm, Woodward Ave, and Haynes.

It is also of note that the Triangle District Overlay does not regulate the size of the third floor. Article 3, Sections 3.08(C) & 3.08(D) for the MU-5 and MU-7 Districts only require three floors as a minimum. The third floor is proposed to be 1,660 square feet. Obtaining a lot combination will bring both parcels into conformity.

3.0 Screening & Landscaping

- 3.1 **Dumpster Screening** – The dumpster is proposed to be located in the northeast corner of the property. The eastern elevation indicates the dumpster will consist of masonry and with a 6’ minimum height, which is also concealed by the Haynes Street Façade.

- 3.2 Parking Lot Screening – Article 4, Section 4.54 (C) of the Zoning Ordinance requires screening to be placed along the front or side of any parking facility that abuts a street, alley, passage or mixed passage. The site plan indicates 7 ground level parking spaces accessible from Haynes Street. The ground level parking spaces are screened by the building’s two-story metal façade along Haynes Street as indicated in the eastern elevation design.

The applicant has provided black metal louvers for the upper level parking facility in order prevent large blank walls from facing Haynes Street. The black metal louvers also provide adequate screening for the upper level parking.

- 3.3 Mechanical Equipment Screening – The site plan indicates rooftop and ground-mounted mechanical units that will require screening. The level 3 floor plan indicates five mechanical rooftop units screened by a black corrugated metal panel screen wall that is 5 feet in height and will match the building façade. The proposed rooftop mechanical units are 39 inches in height and therefore are completely concealed by the screenwall. The ground level transformer on the northeast corner of the building is screened by the building’s façade along Haynes Street.

- 3.4 Landscaping – The applicant is proposing additional landscaping at the entrance of the building on the corner of Haynes, Woodward, and Elm. Article 4, Section 4.20(E) of the Zoning Ordinance does not require the applicant to provide landscaping on-site due to its location in a commercial zoning district. **The applicant must provide details regarding the species of landscaping proposed for the entrance to ensure that no prohibited species are being used.**

Streetscape Elements – The applicant has provided a number of street trees, street lights, and streetscape furnishings. In terms of street trees, Article 4, Section 4.20 (G) requires at least 1 street tree for each 40 linear feet of frontage along a street. The site plan indicates a total of 11 street trees which satisfies the ordinance requirements. A breakdown of the required and proposed street trees is provided below:

Street	Linear Frontage (ft.)	Required	Provided
Haynes	313'	8	8
Elm	89'	2	3
Woodward	25'	N/A	0
Total			11

The site plan indicates a total of 13 street lights which appear to be adequately spaces approximately 40 feet apart. All streetlights proposed are expected to meet the streetscape standards for the Triangle District.

In regards to streetscape furnishings, the applicant has proposed 3 benches, 3 trash receptacles, and 5 bike racks along Haynes Street. All benches, bike racks,

and trash receptacles are expected to meet the streetscape standards of the Triangle District.

To support an all electric fleet, the applicant is also providing two electric car charging kiosks for the public along Haynes Street on the eastern portion of the property.

Section 3, Article 3.12(B) requires sidewalks in the Triangle Overlay District to be a minimum of 12 feet wide. The sidewalk surrounding the building appears to be 12 feet along Haynes and Elm Street.

The northwest corner of the property has a congested sidewalk space transitioning from the subject site to the northern property on Elm Street. There is an electrical pole in the middle of the sidewalk and a city streetlight directly south of it which impedes pedestrian passage.

4.0 Parking, Loading & Circulation

4.1 Parking – Article 4, Section 4.46 of the Zoning Ordinance requires the applicant to provide the following off-street parking for the uses proposed in the site plans submitted:

Proposed Use	Requirements	Area or Units	Spaces
Sales Room	1 per 300 SF	6,800 SF	23
Office	1 per 300 SF	8,460 SF	4
Service Stalls	1 per Stall	12 Stalls	12
Other (Storage)	1 per 550 SF	4,269 SF	8
Total Required	-	-	47
Total Proposed	-	-	155

Article 4, Section 4.46(A) Table A Parking Standards of the Zoning Ordinance requires motor vehicle sales and service establishments to provide 1 space for each 300 square feet of floor area of sales room plus 1 space per each auto service stall, not to be used for new or used car storage.

The first floor sales room is 6,800 square feet, while the cumulative office space on floors one, two, and three is 8,460 square feet. There are 12 service stalls and 4,269 square feet of storage which is classified as "other" for parking. The applicant is required to provide 47 parking spaces on-site for the proposed uses.

The applicant is providing a total of 155 parking spaces that consist of 7 ground level surface parking spaces, 10 interior building service parking spaces on the first floor, 62 parking spaces on the second level parking facility, 64 parking spaces on the third floor, and 12 public on-street parking spaces. City staff did not count showroom spaces as open and accessible. The applicant satisfies the parking requirements.

Article 3, Section 3.08(G)(1)(b) of the Zoning Ordinance permits no more than 60 feet of parking lot frontage for corner lots. Given that all parking spaces are within the building façade, the applicant appears to satisfy this requirement.

Article 3, Section 3.08(G)(4) of the Zoning Ordinance enables the Planning Board to allow a multi-level parking facility above the first floor to occupy the frontage provided that the façade of the parking structure is integrally designed with the architecture of the overall building, utilizes the same building materials, and has wall openings that provide proportions and rhythm that are compatible with building upper story fenestration. The applicant has proposed a series of black metal louvers for the upper level parking facility that appears to be integrally designed with the architecture of the overall building.

4.2 Loading – Based on the habitable commercial space within the proposed development, the applicant is required to provide two off-street loading space with the following minimum dimensions: 40 feet long, 12 feet wide and 14 feet high. Article 4, Section 4.24(C)(4) requires that loading spaces be screened. The loading spaces are located within the interior elevations of the building and are screened by the front façade and garage door.

4.3 Vehicle Circulation & Access – The site plans indicate that the main vehicular access to the site will be from Hanyes Street on the east side of the property. The access drive is 24 feet wide and is regulated by a black anodized aluminum and glass overhead door. Vehicles may enter at the ground level parking lot and take the ramp to the second or third floor parking structure facility. The curb cut along Haynes Street also provides access to the ground level service shop.

Article 3, Section 3.09(A)(4) of the Zoning Ordinance does not allow garage doors on the front façade, however Architectural exemptions are available through the provisions of Article 3, Section 3.11 of the Zoning Ordinance. The Planning Board may wish to discuss the presence of an overhead door regulating access to on-site parking.

In regards to on-site vehicular circulation, the site plans indicate that employee parking will be on a portion of the the third level parking facility. A large portion of the second and third level parking facility will be used for vehicle inventory.

A second curb cut for vehicular ingress and egress is proposed on the northwest corner of the building facing Elm Street. The proposed curb cut will provide access to the interior of the building for the service shop. Access to the service area is also regulated by a black anodized and glass overhead door. A concern of City staff is that the proposed curb cut for vehicular ingress and egress is facing a pedestrian crosswalk connecting across Elm Street and Woodward Ave.

As discussed during the CIS & Preliminary Site Plan Review, the Triangle District Plan calls out the intersection of Elm Street, Bowers Street, and Woodward Ave as

an area unsafe for pedestrians and vehicle, and therefore recommends three different option for restructuring Elm Street.

On December 1st, 2022, the Multi-Modal Transporation Board (MMTB) reviewed the Triangle District Plan's recommendations for Elm Street in relation the applicant's proposed project. Upon discussion of the project and the three different options for Elm Street, the MMTB recommended option C2 which includes a bump out that cuts off Haynes Street from Elm Street and reduces Elm Street to one-way southbound. Option C2 also eliminates the right-turn action from northbound Woodward Ave onto Elm Street. The MMTB provided some commentary on the timeline of the project, however as an advisory board, that is not within their purview.

The applicant has provided two different concepts for updating the vehicular and pedetrian access to the intersection of Haynes Street, Elm Street, and Woodward Ave. One concept is option C2 from the Triangle District Plan as recommended by the MMTB. The other concept incorporates recommendations of option C1 of the Triangle District Plan where Elm Street remains a two-way street. The extended bumpout of option C1 would require northbound cars on Woodward Ave to slow down to complete the right turn onto northbound Elm Street.

It is also of note that City staff discussed the proposal of enhancing the intersection of Haynes Street, Elm Street, and Woodward Ave with MDOT. The representatives were in support of enhancing the intersection and indicated pulling a permit for review should only take 4-6 weeks.

The Planning Division requests that the Planning Board recommend a preference for the Triangle District Plan's recommendations for Elm Street in relation to the proposed project and provide direction for the applicant regarding options C1 or C2 with Elm Street being a one way or two way street.

- 4.4 Pedestrian Circulation & Access – The main pedestrian access to the building is at the corner of Elm Street, Woodward Ave, and Haynes Street which leads into the Porsche showroom. There are four additional pedestrian entrances to the site facing Haynes Street, and one facing Elm Street.

The updated site plan maintains a 12 foot sidewalk surrounding the entire frontage of the property. A concern of City staff is that there is an electrical pole in the sidewalk to the right of the proposed garage facing Elm Street. The Engineering Department comments from Preliminary Site Plan included requiring the applicant to move the electrical pole in the middle of the sidewalk. This concern has not been addressed in the updated site plans. **Therefore the applicant must provide updated site plans and surveys addressing concerns related to the electrical pole in the sidewalk on the northwest corner of the property.**

As previously mentioned, a concern of City staff is that there is a pedestrian crosswalk in the Elm Street location where the applicant is proposing a curb cut for a garage to the service area. Options C1 & C2 of the Triangle District Plan attempt to address issues of the vehicular speeds and pedestrian crossings at this intersection. The Planning Division recommends that the Planning Board discuss their preference of options for Elm Street in order to enhance the pedestrian safety of crossing Elm Street near Woodward Ave.

5.0 Lighting

The applicant is proposing twelve exterior light fixtures. Eight lights are proposed to face the street frontage of Elm and Haynes Street, two exterior lights will face the eastern parking lot, and one exterior light is proposed in the exterior. The exterior light fixtures pictured on the elevations labeled AS-1 appear to be cut-off fixtures and are labeled as Bega exterior lighting fixtures, however the plans do not appear to provide a detailed specification sheet regarding the type of light fixture. Information such as the watts and lumens have been provided though. **The applicant must provide staff specifications of the exterior lights to verify they are cut off fixtures.**

The applicant has also provided a detailed photometric plan of the site. The lumens do not exceed 1.5 foot candles at any property line. **City staff request that the applicant update the photometric plan to provide a table showing the range of lumen values for the parking circulation area on the east side of the building to verify the lighting requirements for parking lot circulation areas have been met.**

6.0 Departmental Reports

1. **Engineering Division** – Comments from the Engineering Division will be provided by the Planning Board meeting of January 25th, 2023.
2. **Department of Public Services** – Comments from DPS will be provided by the Planning Board meeting of January 25th, 2023.
3. **Fire Department** – Please see the attached Fire Department comments.
4. **Police Department** – The Police Department have no concerns and think either option for Elm Street is better than what currently exists.
5. **Building Division** – Please see the attached Building Department comments.
6. **Parking Manager** – The Parking Manager has no concerns at this time.

7.0 Design Review

The proposed building has frontage along Elm Street and Haynes Street where the first floor façade predominantly consists of glazing. The showroom entrance has a metallic design above that appears to be modeled after the Porsche 911 rear window louvers. The curved architectural reveals will be illuminated by red lighting. The Western elevation has a large "PORSCHE" sign in red with silver metal composite spanning most of the façade above the first floor glazing.

The southern elevation has a long stretch of glazing for the first floor parts and storage rooms facing Haynes Street. Levels two and three consist of ribbed metal with metal louvers where the multi-level parking facility is. As previously mentioned, Article 3, Section 3.08(G)(4) of the Zoning Ordinance enables the Planning Board to allow a multi-level parking facility above the first floor to occupy the frontage provided that the façade of the parking structure is integrally designed with the architecture of the overall building, utilizes the same building materials, and has wall openings that provide proportions and rhythm that are compatible with with building upper story fenestration.

A portion of the first floor on the eastern elevation is exposed where the parking and charging kiosks are located. Behind the parking spaces are glass overhead doors for service station entry and access to the upper level parking facility. Levels two and three are exposed parking facility space with metal louvers and guard rail posts.

The northern elevation consists of architectural ribbed metal metal louvers and guard rail posts for the multi-level parking facility. There are no windows facing north along the 0' lot line.

In regards to ground floor glazing, the first floor of the Haynes Street elevation has a glazing percentage of 86.7% and the first floor of of Elm street has a glazing percentage of 87.2%. Both street facing elevations satisfy the glazing requirement of 70% minimum between 1-8 feet from ground level. The applicant must provide staff with glass specification sheets to verify that the glazing meets the requirements of 66% visual light transmittance and reflectivity of 15% or less.

In regards to Article 3, Section 3.09 *Commercial/Mixed Use Architectural Requirements* of the Triangle District Overlay, there are a few issues with the proposed design. Article 3, Section 3.09(D)(1) requires that all walls exposed to public view or parking area shall be constructed of not less than 60% brick, stone, or glass. The proposed building does not satisfy the building material requirements of the Triangle District Overlay given that the exterior is predominantly metal.

Article 3, Section 3.09(B)(2) requires the front entranceway to be inset 3 feet from the front building wall. The curving front entranceway of the Porsche dealership does not appear to satisfy this requirement though.

It is also of note that the applicant is proposing two overhead doors on their front façade, one facing Elm Street and another facing Haynes Street. The garage doors consist of black

anodized aluminum and glass. However, Article 3, Section 3.09(A)(4) states that garage doors shall not be permitted on a front façade.

Article 3, Section 3.11 of the Triangle District Overlay requirements enables the Planning Board to approve deviations to the architectural requirements of Section 3.09 in order to allow for creativity and flexibility in design with the following standards:

The Planning Board may approve deviations to the architectural requirements of Section 3.09 and Section 3.10 in order to allow for creativity and flexibility in design. A front elevation drawing of the proposed building shall be provided superimposed on a color drawing or photograph of the entire block showing the relation of the proposed building design to other buildings along the block, which shall be utilized to evaluate the proposed building design based upon all of the following criteria:

- A. Demonstrates innovation in architectural design, provided the building design shall be in keeping with the desired character of the Triangle Overlay District, as articulated in the Triangle District Urban Design Plan.
- B. The building is oriented towards the front sidewalk with a functioning entrance and enhances the continuity of the pedestrian oriented environment. A modification shall not result in an increased dominance of vehicular parking or garage doors along the front of the building.
- C. The roof design shall not be out of character with other buildings along the block and shall be within the minimum and maximum height requirements of the district.
- D. The exterior finish materials shall be of equal or better quality and durability as those permitted herein, with the intent to allow for new technologies in building material while maintaining the desired character of the Triangle Overlay District.
- E. Ground floor windows shall be provided along the front sidewalk to maintain the pedestrian orientation of the streetscape and upper story windows shall not be incompatible with the rhythm and proportions of windows on other buildings along the block.

The Planning Division recommends that the Planning Board approve deviations to the architectural requirements of Section 3.09(D)(1), Section 3.09(B)(2), and Section 3.09(A)(4) to enable the applicant creativity and flexibility in design for a metal exterior, a non-inset front door, and a garage door on the front façade with the condition that the applicant provide a front elevation drawing of the proposed building superimposed on a color drawing or photograph of the entire block showing the relation of the proposed building design to other buildings along the block.

Signage

The Elm Street elevation has a red Porsche backlit sign 102 SF in dimension. The curved entryway at the corner of Elm and Haynes Street has two pylon ground signs that are both 24 SF in dimension. The Haynes Street elevation has a sign reading "Fred Lavery" 24 SF in dimension. The total signage square footage is 174 SF, which is less than the nearly 500 feet of total street frontage of the property.

8.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photometric Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

In addition, Article 7, Section 7.36 requires applications for a Special Land Use Permit to meet the following criteria:

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.

- (2) The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

10.0 Recommendation

Based on a review of the site plans submitted, the requirements outlined in Article 7, Section 7.27 of the Zoning Ordinance, and the SLUP requirements of Article 7, Section 7.36, the Planning Division recommends that the Planning Board recommend **APPROVAL** of the SLUP and Final Site Plan for 34350 Woodward Ave & 909-911 Haynes Street with the following conditions:

1. The applicant must provide details regarding the species of landscaping proposed for the entrance to ensure that no prohibited species are being used;
2. The applicant provide option (C1 or C2) as indicated in the submitted proposals of the Triangle District Plan's recommendations for Elm Street to be included in the site plan and proposed survey before the public hearing with City Commission;
3. the applicant provide updated site plans and surveys addressing concerns related to the electrical pole in the sidewalk on the northwest corner of the property;
4. The applicant provide updating lighting information regarding the light fixture specifications and the parking lot circulation area lumen values;
5. The Planning Board approve deviations to the architectural requirements of of Section 3.09(D)(1), Section 3.09(B)(2), and Section 3.09(A)(4) to enable the applicant creativity and flexibility in design for a metal exterior, a non-inset front door, and a garage door on the front façade with the condition that the applicant provide a front elevation drawing of the proposed building superimposed on a color drawing or photograph of the entire block showing the relation of the proposed building design to other buildings along the block; and
6. The applicant comply with all department requests.

11.0 Sample Motion Language

Motion to recommend **APPROVAL** to the City Commission of the Special Land Use Permit for 34350 Woodward Ave & 909-911 Haynes Street with the following conditions:

1. The applicant must provide details regarding the species of landscaping proposed for the entrance to ensure that no prohibited species are being used;
2. The applicant provide option (C1 or C2) as indicated in the submitted proposals of the Triangle District Plan’s recommendations for Elm Street to be included in the site plan and proposed survey before the public hearing with City Commission;
3. the applicant provide updated site plans and surveys addressing concerns related to the electrical pole in the sidewalk on the northwest corner of the property;
4. The applicant provide updating lighting information regarding the light fixture specifications and the parking lot circulation area lumen values;
5. The Planning Board approve deviations to the architectural requirements of of Section 3.09(D)(1), Section 3.09(B)(2), and Section 3.09(A)(4) to enable the applicant creativity and flexibility in design for a metal exterior, a non-inset front door, and a garage door on the front façade with the condition that the applicant provide a front elevation drawing of the proposed building superimposed on a color drawing or photograph of the entire block showing the relation of the proposed building design to other buildings along the block; and
6. The applicant comply with all department requests.

OR

Motion to **POSTPONE** the Special Land Use Permit for 34350 Woodward Ave & 909-911 Haynes Street pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend **DENIAL** to the City Commission of the Special Land Use Permit for 34350 Woodward Ave & 909-911 Haynes for the following reasons:

1. _____
2. _____
3. _____

Motion to recommend **APPROVAL** to the City Commission of the Final Site Plan and Design Review for 34350 Woodward Ave & 909-911 Haynes Street with the following conditions:

7. The applicant must provide details regarding the species of landscaping proposed for the entrance to ensure that no prohibited species are being used;
8. The applicant provide option (C1 or C2) as indicated in the submitted proposals of the Triangle District Plan's recommendations for Elm Street to be included in the site plan and proposed survey before the public hearing with City Commission;
9. the applicant provide updated site plans and surveys addressing concerns related to the electrical pole in the sidewalk on the northwest corner of the property;
10. The applicant provide updating lighting information regarding the light fixture specifications and the parking lot circulation area lumen values;
11. The Planning Board approve deviations to the architectural requirements of of Section 3.09(D)(1), Section 3.09(B)(2), and Section 3.09(A)(4) to enable the applicant creativity and flexibility in design for a metal exterior, a non-inset front door, and a garage door on the front façade with the condition that the applicant provide a front elevation drawing of the proposed building superimposed on a color drawing or photograph of the entire block showing the relation of the proposed building design to other buildings along the block; and
12. The applicant comply with all department requests.

OR

Motion to **POSTPONE** the Final Site Plan and Design Review for 34350 Woodward Ave & 909-911 Haynes Street pending receipt of the following:

4. _____
5. _____
6. _____

OR

Motion to recommend **DENIAL** to the City Commission of the Final Site Plan and Design Review for 34350 Woodward Ave & 909-911 Haynes for the following reasons:

4. _____
5. _____
6. _____

**Zoning Compliance Summary Sheet
SLUP and Final Site Plan Review
34350 Woodward Ave & 909-911 Haynes**

Existing Site: 1 story auto sales agency & 2 story commercial building

Zoning: B2 (General Business) & MU-5/MU-7 (Triangle District Overlay)

Land Use: Retail/Office/ Auto Sales Agency

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Commercial/ Office	Commercial/ Retail	Commercial/ Office	Commercial
Existing Zoning District	B2 (General Business)	B2 (General Business)	B2 (General Business) & O2 (Office- Commercial)	B2 (General Business)
Overlay Zoning District	MU3	MU-7 & MU-5	MU-5	MU3

Land Area: Existing: 42,875 SF
Proposed: 42,875 SF

Dwelling Units: Existing: 0 units
Proposed: 0 units

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: N/A
Proposed: N/A

Max. Total Floor Area: Required: N/A
Proposed: N/A

Min. Open Space: Required: N/A
Proposed: N/A

Max. Lot Coverage: Required: N/A

	Proposed:	N/A
Front Setback:	Required:	0-5 ft. for a minimum of 75% of the street frontage length
	Proposed:	Within 0-5 feet of the front lot line for greater than 75% of the street frontage length.
Side Setbacks	Required:	0 ft. with walls facing side lot line w/ no windows 10 ft. for walls with windows
	Proposed:	0 ft.
Rear Setback:	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	66 ft., 5 stories (MU-5) 90 ft., 7 stories (MU-7)
	Proposed:	45 ft., 3 stories
Min. Bldg. Height:	Permitted:	34 ft., 3 stories (MU-5) 34 ft., 3 stories (MU-7)
	Proposed:	45 ft., 3 stories
Floor-Floor Height:	Required:	14 ft. minimum (1 st story)
	Proposed:	14 ft
Front Entry:	Required:	On frontage line
	Proposed:	On frontage line
Absence of Bldg. Façade:	Required:	N/A
	Proposed:	N/A
Opening Width:	Required:	N/A
	Proposed:	N/A
Parking:	Required:	35 off-street spaces
	Proposed:	47 off-street spaces available to workers and patrons 160 total on-site: accessible + inventory
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	180 sq. ft.
Parking in Frontage:	Required:	N/A
	Proposed:	N/A
Loading Area:	Required:	2 off-street loading space 40 ft. x 12 ft. x 14 ft.

Screening:

Proposed: 2 off-street loading space
40 ft. x 12 ft. x 14 ft.

Parking: Required: 6 ft. masonry screen wall
Proposed: Screened by building facade

Loading: Required: Screened from view
Proposed: Interior loading area screened by building

Rooftop Mechanical: Required: Screened from view
Proposed: 5 ft. screen wall

Elect. Transformer: Required: Obscured from public view
Proposed: Screened by building facade

Dumpster: Required: Masonry screen wall with wood gates
Proposed: Screened by building facade and masonry screen wall



CITY OF BIRMINGHAM FIRE DEPARTMENT

572 SOUTH ADAMS • BIRMINGHAM, MICHIGAN 48009 • 248.530.1900 FAX 248.530.1950

January 19th, 2023

RE: Final Site Plan Review Comments
34350 Woodward, Fred Lavery

- Follow International Fire Code 2015 for submitted plans.
- Sec. 54-32. - Emergency Power Shutdown Device
All commercial and residential structures/buildings constructed or having major renovations performed after the implementation of this ordinance shall provide a KNOX-VAULT 4500 Series Power Shutdown device, and installed as approved by the Fire Marshal, located on the exterior of the building. All required power shut down devices shall be installed and maintained at the building owner's expense. All required power shut down devices shall be installed by a qualified, licensed electrician.
- Knox Pad Locks required on construction fencing access gates
- Follow Chapter 33 of IFC 2015 edition "Fire Safety During Construction and Demolition"
- A Knox Box will be required
- Sprinkler System and Alarm Plans-Submit plans to AHJ for review and approval .
- CO Gas detection system and ventilation for parking garages as needed.
- FDC – facing the street within 100 feet of a Fire Hydrant.
- Construction phase of the project install a standpipe system with access to all floors
- Bi-Directional amplifier may be required. First responder radio signal strength will be assessed toward the end of the construction phase.
- All life safety requirements listed in International Fire Code and NFPA documents and standards shall be followed and enforced.

CITY OF BIRMINGHAM
Community Development – Building Department
151 Martin Street, Birmingham, MI 48009

January 19, 2023

RE: Final Site Plan Review Comments
34350 Woodward, Fred Lavery

As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

Applicable Building Codes:

- **2015 Michigan Building Code.** Applies to all buildings other than those regulated by the *Michigan Residential Code*.
- **2015 Michigan Mechanical Code.** (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- **2018 Michigan Plumbing Code.** (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- **2017 National Electrical Code along with the Michigan Part 8 Rules.** (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)

Review Comments: (These comments remain from our initial review)

1. Exterior doors shall not open or project into the public right of way (Building Code Section 3202.2)
2. The proposed building is setback 0-feet from the north and east property lines. These walls will need to have a fire resistive rating in accordance with Table 601 of the MBC. Table 705.8 of the Building Code will not permit the proposed openings on the first floor and all parking levels.
3. The rooftop parking level will require access to two remote exit stairways (Building Code Section 406.5.7).

CITY OF BIRMINGHAM
Community Development – Building Department
151 Martin Street, Birmingham, MI 48009

4. The N/E exit stair will need to be enclosed with fire barriers in accordance with Chapter 10 of the Building Code and comply with item 3 above.
5. The office/storage area on level 3 has access to only 1 exit stair. Access to two exits is required in accordance with Section 1006 of the Building Code.
6. The exit stairs on level 2 in the office area are not remotely separated as required by Section 1007.1.1 of the Building Code.



Inset of Worth Realignment

Circulation Recommendations

Circulation

To supplement the streetscape and walkability improvements, there are a number of roadway improvements recommended through the Triangle District. Some will enhance traffic operations and safety, while others are intended to make the district more walkable.

Maple Road (A). Maple Road between Woodward and Adams should be converted from two lanes in each direction to an imbalanced roadway configuration, for example with two westbound lanes, one eastbound lane and a center turn lane, as depicted in A1. This configuration would improve access into the Triangle along Elm Street and to the businesses along Maple without widening. Additionally, intersection improvements should be made at Elm and Maple to better emphasize this entrance to the Triangle District.

Hazel Street (B). The segment of Hazel between Woodward and Elm could be closed to minimize the number of access points along Woodward Avenue and minimize cut-through traffic in the residential neighborhood. The new space could be used as open space or could be conferred to a property owner or developer in a beneficial exchange.

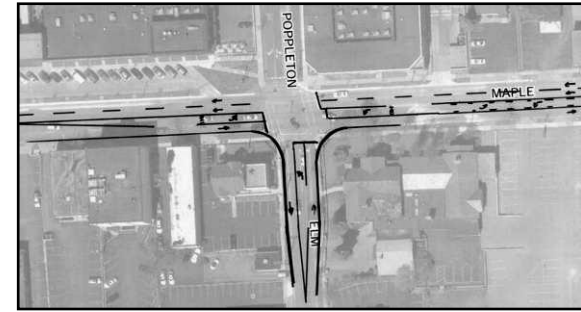
Woodward/Elm (C). There are a number of options for the short block of Elm Street between Bowers and Woodward Avenue (C). Because of the slight angle from Woodward Avenue, traffic on Woodward Avenue tends to enter Elm at high speeds. In addition, the intersection with Bowers has limited sight distance because of building placements and a narrow right-of-way. The intersection of Elm at Woodward should be reconfigured to require traffic entering the District at Elm to make a right turning movement rather than merely veering right (C1). This would slow traffic and improve safety for pedestrians and motorists. Additionally, this portion of Elm south of Bowers could be converted to southbound traffic only with the former northbound lanes converted to angled street parking (C2). Alternatively, this segment could be vacated altogether and used as open space or developable land for an adjacent parcel (C3).

Woodward/Worth (D). The intersection of Worth Street at Woodward Avenue shares many of the same problems as Bowers discussed above. It is recommended that this intersection be reconfigured to form a right angle, greatly slowing traffic and creating the opportunity in the vacated right-of-way for a small greenspace with public art, landscaping, and wayfinding signs.

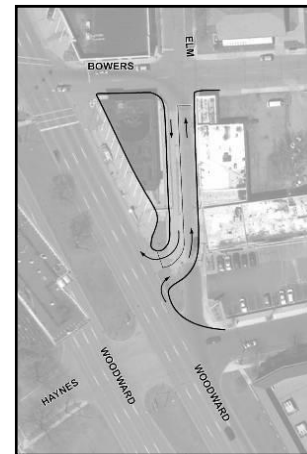
Worth Street (E). Currently Worth Street ends at Haynes Street. This prevents circulation between the Triangle District's northern and southern halves. Worth should be realigned parallel to Woodward Avenue and extended to Bowers. This will improve north/south interior connectivity within the Triangle District and better link the north and south halves of the District, which will help support redevelopment of this area. This road reconfiguration will also allow the creation of Worth Plaza in the heart of the Triangle District. The alignment of Worth Street will be through the rear of the Boarder's parking lot and buildings currently located between Bowers and Haynes. Therefore Worth Street realignment will need to be done in conjunction with the development of a parking structure and redevelopment of the properties on the north side of Haynes. The specific alignment shown on this plan is conceptual and could be varied, provided the ultimate alignment created Worth Plaza.

Bowers Street (F). Bowers Street should also be emphasized as an east/west connector corridor that connects the residential areas east of Adams to the Triangle District and Downtown.

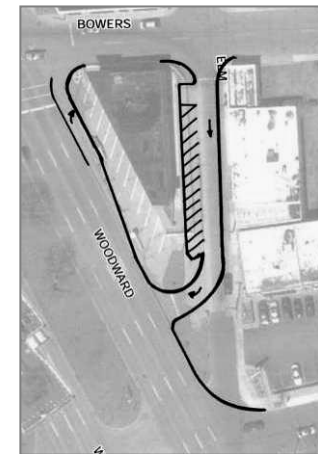
Additional traffic modeling and detailed geometric designs will need to be evaluated further by the City's traffic engineer prior to implementing these recommendations.



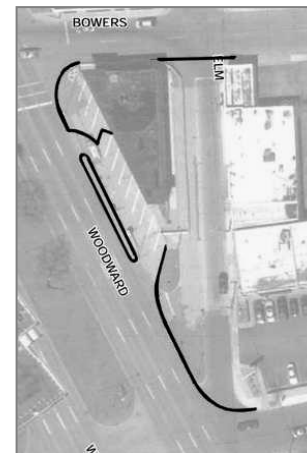
Maple Road (A1)



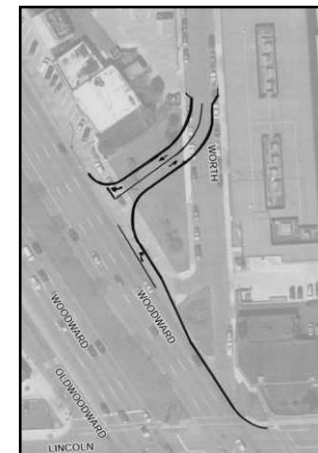
Woodward/Elm (C1)



Woodward/Elm (C2)



Woodward/Elm (C3)



Woodward/Worth (D1)



MEMORANDUM

Engineering Department

DATE: March 13, 2023

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Lincoln Hills Golf Course – Hole #1 Tee-Box and Cart Path Improvements Contract #2-23 (G) Contract Award

INTRODUCTION:

Bids for the Lincoln Hills Golf Course – Hole #1 Tee-Box and Cart Path Improvements were open on March 9, 2023. Two (2) bids were received for consideration, and the Engineering Department is recommending awarding this contract to Jacklyn Contracting, LLC.

BACKGROUND:

At the [November 28, 2022](#) City Commission Meeting, this project was presented and the City Commission adopted a resolution for the Engineering Department to proceed with the final design of Lincoln Hills Golf Course – Hole #1 Tee-Box and Cart Path Improvements.

The Engineering Department opened and read bids on March 9, 2023. Two (2) bids were received, as listed in the attached summary. The Engineering Department recommends awarding this contract to Jacklyn Contracting, LLC. Their proposal lists several similar projects that they have successfully completed. Our Engineering Consultant, Nowak & Fraus Engineers, contacted their references and they did not mention any concerns.

As is required for all of the City's construction projects, Jacklyn Contracting, LLC has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds, and insurance required by the contract following the award by the City Commission.

LEGAL REVIEW:

The City's standard contract language was used for this bidding document which the City Attorney had reviewed and approved. No legal issues exist based on the documentation.

FISCAL IMPACT:

A budget amendment is required in the following fund for this project:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Recreation & Culture – Public Improvements	584.1-753.001-981.0100	\$898,469.00	\$44,923.45	\$943,392.45

PUBLIC COMMUNICATIONS:

Public communication will not be necessary for the design phase of the project. Neighboring property owners will be contacted during construction.

SUMMARY:

The Engineering Department recommends that Lincoln Hills Golf Course – Hole #1 Tee-Box and Cart Path Improvements Contract #2-23 (G), be awarded to Jacklyn Contracting, LLC.

ATTACHMENTS:

- Project Area Map (one page)
- Bid Summary (2 pages)
- Proposal and Bid Bond (10 pages)
- Plans (12 pages)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the construction project budget and award Lincoln Hills Golf Course – Hole #1 Tee-Box and Cart Path Improvements Contract #2-23 (G) to Jacklyn Contracting, LLC in the amount of \$898,469.00, with a total not to exceed amount of \$943,392.45. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City after the review of Jacklyn Contracting, LLC’s insurance and bonds, contingent upon execution of the agreement and meeting all insurance and bonding requirements. Funding for this project has been budgeted in the following account:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Recreation & Culture – Public Improvements	584.1-753.001-981.0100	\$898,469.00	\$44,923.45	\$943,392.45

To approve the appropriation and amendment of the fiscal year 2022/2023 budget as follows:

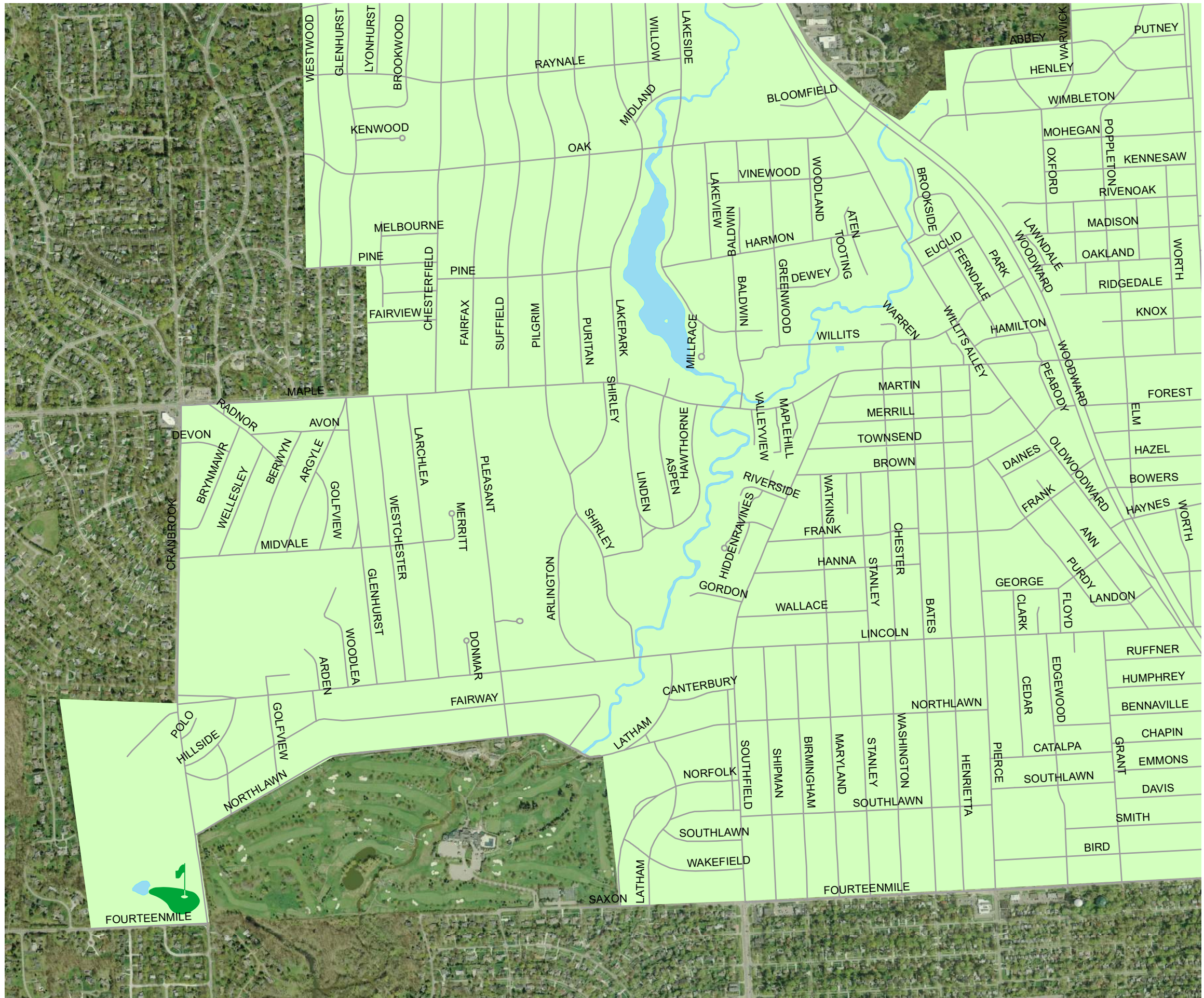
Recreation & Culture:

Revenues:

584.1-000.000-400.0000	Draw from Fund Balance	<u>\$943,400.00</u>
Total Revenue		<u>\$943,400.00</u>

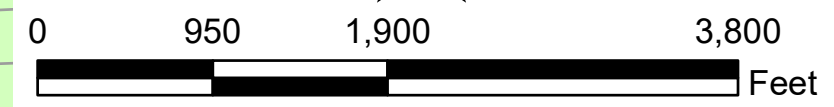
Expenditures:

584.1-753.001-981.0100	Public Improvement	<u>\$943,400.00</u>
Total Expenses		<u>\$943,400.00</u>



2023 Capital Improvements

Legend



1 inch = 1,042 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham

City of Birmingham
Lincoln Hills Golf Course Hole #1 Tee-Box & Cart Path Improvements
Contract # 2-23 (G)
Bid Summary

NO.	ITEM DESCRIPTION	Units	Qty	JACKLYN CONTRACTING LLC		VETTESE BROTHERS ENTERPRISE CORP.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT

DEMOLITION & EARTHWORK PAY ITEMS

1	Remove Ex. Asphalt Pavement Full Depth (sawcutting included)	SY	805	\$10.00	\$8,050.00	\$31.62	\$25,454.10 *
2	Remove Ex. Timber Retaining Walls	LS	1	\$10,000.00	\$10,000.00	\$18,300.00	\$18,300.00
3	Remove Ex. Tree	LS	1	\$3,000.00	\$3,000.00	\$11,500.00	\$11,500.00
4	Remove Ex. Staircase	LS	1	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00
5	Tree Protection Fencing	LF	420	\$5.00	\$2,100.00	\$30.00	\$12,600.00
6	Strip and Stockpile Topsoil	LS	1	\$8,000.00	\$8,000.00	\$32,000.00	\$32,000.00
7	Earthwork Balancing & Embankment	LS	1	\$190,000.00	\$190,000.00	\$42,000.00	\$42,000.00
8	Irrigation Allowance	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	SUBTOTAL DEMOLITION & EARTHWORK PAY ITEMS				\$228,150.00		\$155,354.10 *

RETAINING WALL PAY ITEMS

9	Engineered Block Retaining Wall	FSF	2,400	\$185.00	\$444,000.00	\$205.00	\$492,000.00
10	Safety Fencing at Retaining Wall B	LF	165	\$100.00	\$16,500.00	\$150.00	\$24,750.00
	SUBTOTAL RETAINING WALL PAY ITEMS				\$460,500.00		\$516,750.00

PAVING PAY ITEMS

11	Aggregate Base, MDOT 21AA Limestone, 6"	SY	1100	\$24.00	\$26,400.00	\$56.81	\$62,491.00 *
12	Bituminous Mixture No. 5E1 (1.5" Top Course)	TON	78	\$275.00	\$21,450.00 *	\$650.00	\$50,700.00
13	Bituminous Mixture No. 5E1 (2" Top Course)	TON	110	\$230.00	\$25,300.00	\$600.00	\$66,000.00
14	Concrete Sidewalk, 4"	SF	35	\$100.00	\$3,500.00	\$20.00	\$700.00
15	Install Bench (Materials provided by City)	LS	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
	SUBTOTAL PAVING PAY ITEMS				\$79,650.00		\$181,391.00 *

SOIL EROSION AND LAWN RESTORATION PAY ITEMS

16	Silt Fabric Fencing, 24" Height	LF	1,000	\$3.00	\$3,000.00	\$5.00	\$5,000.00
17	Silt Fabric Fencing 36" Height	LF	295	\$4.00	\$1,180.00	\$5.50	\$1,622.50

18	Temporary Staging Area Within Construction Limits	SY	270	\$20.00	\$5,400.00	\$45.00	\$12,150.00 *
19	Temporary Staging Area Within Parking Lot	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
20	Mulch Blankets, Two Installations	SY	5,565	\$1.60	\$8,904.00	\$4.00	\$22,260.00
21	Place Topsoil	SY	5,565	\$3.00	\$16,695.00 *	\$20.00	\$111,300.00
22	Lawn Restoration (Outside Tee-Box Areas)	SY	4,880	\$3.00	\$14,640.00	\$4.50	\$21,960.00
23	Lawn Restoration (Within Tee-Box Areas)	SY	685	\$10.00	\$6,850.00	\$10.50	\$7,192.50
	SUBTOTAL SOIL EROSION AND LAWN RESTORATION PAY ITEMS				\$61,669.00		\$183,985.00 *

GENERAL PAY ITEMS

24	Mobilization (Max. 5% of Bid)	LS	1	\$30,000.00	\$30,000.00	\$51,302.75	\$51,302.75
25	Install New 2" Conduit and Replace Pump House Electrical Service	LF	150	\$40.00	\$6,000.00	\$60.00	\$9,000.00
26	Inspector Crew Days	DAYS	50	\$32,500.00	\$32,500.00	\$39,000.00	\$39,000.00
	SUBTOTAL GENERAL PAY ITEMS				\$68,500.00		\$99,302.75

TOTAL

\$ 898,469.00

\$1,136,782.85 *

* Corrected By Engineer

**Lincoln Hills Golf Course
Hole #1 Tee-Box and Cart Path Improvements**

CONTRACT # 2-23(G)



**CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT**

Contractor's Name: JACKLYN CONTRACTING, LLC Copy #

PROPOSAL

LINCOLN HILLS GOLF COURSE – HOLE #1 TEE-BOX AND CART PATH IMPROVEMENTS

CONTRACT #2-23(G)

TO THE CITY OF BIRMINGHAM, MICHIGAN:

The undersigned, being familiarized with the local conditions affecting the cost of the work and the Contract Documents including all those sections listed in the Index, hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for the **Lincoln Hills Golf Course – Hole #1 Tee-Box and Cart Path Improvements, Contract #2-23(G)** in conformance with the requirements shown or implied in the above contract documents all of which are hereby made a part of this contract at the following unit prices as here stated and further defined in the specifications.

Bidder has examined copies of all Contract Documents and of following addenda:

<u>Date</u>	<u>Addendum Number</u>

Bidder must write out in words the unit price of each item on the line provided under each pay item.

DEMOLITION & EARTHWORK PAY ITEMS					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
1.	Remove Ex. Asphalt Pavement Full Depth (sawcutting included) @ _____	805	SY	10	8050
2.	Remove Ex. Timber Retaining Walls @ _____	1	LS	10K	10,000
3.	Remove Ex. Tree & Stumps @ _____	1	LS	3K	3000
4.	Remove Ex. Staircase @ _____	1	LS	2K	2000

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
5.	Tree Protection Fencing @ _____	420	LF	5	2100
6.	Strip and Stockpile Topsoil @ _____	1	LS	8k	8000
7.	Earthwork Balancing & Embankment @ _____	1	LS	190k	190,000
8.	Irrigation Allowance @ _____	1	LS	\$5,000	\$5,000
SUBTOTAL DEMOLITION & EARTHWORK PAY ITEMS				\$	<u>229,150</u>

RETAINING WALL PAY ITEMS					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
9.	Engineered Block Retaining Wall @ _____	2,400	FSF	185	444,000
10.	Safety Fencing at Retaining Wall B @ _____	165	LF	100	16,500
SUBTOTAL RETAINING WALL PAY ITEMS				\$	<u>460,500</u>

PAVING PAY ITEMS					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
11.	Aggregate Base, MDOT 21AA Limestone, 6" @ _____	1,100	SY	24	26,400

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
12.	Bituminous Mixture No. 5E1 (1.5" Top Course) @ _____	78	TON	275	21,450
13.	Bituminous Mixture No. 4E1 (2.0" Leveling Course) @ _____	110	TON	230	25,300
14.	Concrete Sidewalk, 4"	35	SF	100	3,500
15.	Install Bench (Materials provided by City) @ _____	1	LS	3K	3,000
SUBTOTAL PAVING PAY ITEMS				\$	<u>79,650</u>

SOIL EROSION AND LAWN RESTORATION PAY ITEMS					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
16.	Silt Fabric Fencing, 24" Height @ _____	1,000	LF	3	3,000
17.	Silt Fabric Fencing, 36" Height @ _____	295	LF	4	1,180
18.	Temporary Staging Area within Construction Limits @ _____	270	SY	20	5,400
19.	Temporary Staging Area within Parking Lot @ _____	1	LS	5K	5,000

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
20.	Mulch Blankets @ _____	5,565	SY	1.60	8,904
21.	Place Topsoil @ _____	5,565	SY	3	16,69
22.	Lawn Restoration (Outside Tee-Box Areas) @ _____	4,880	SY	3	14,640
23.	Lawn Restoration (Within Tee-Box Areas) @ _____	685	SY	10	6,850
SUBTOTAL SOIL EROSION AND LAWN RESTORATION PAY ITEMS				\$ <u>61,669</u>	

GENERAL PAY ITEMS					
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
24.	Mobilization (Max. 5% of Bid) @ _____	1	LS	30k	30,000
25.	Install New 2" Conduit and Replace Pump House Electrical Service @ _____	150	LF	40	6,000
26.	Inspector Crew Days @ _____	50	Days	\$650.00	32,500
SUBTOTAL GENERAL PAY ITEMS				\$ <u>68,500</u>	

TOTAL BID:	\$ <u>898,469</u>
-------------------	-------------------

TOTAL BID (WRITE OUT IN WORDS):

eight hundred ninety eight thousand four hundred and sixty
nine dollars

Accompanying this proposal is a certified check, bid bond or bank draft in the amount of five (5) percent of the total bid, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

In submitting this bid, it is understood that the right is reserved by the City of Birmingham, Michigan to reject any or all bids.

The undersigned hereby agrees to execute a contract with the City of Birmingham, Michigan according to the forms attached hereto and furnish the required bonds, all within twenty-one (21) days after the award of the contract; and will fully complete all work as stated under TIME OF COMPLETION and LIQUIDATED DAMAGES in Supplemental Instructions to Bidders.

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name JACKLYN CONTRACTING, LLC
Street Address POB 149
City Dryden County Lapeer
State/Zip Code MT 48428
Telephone 5866349207 Fax —
Date 3/4/23
Signed by [Signature]
Print Name: SCOTT JACKLYN
Title: Pres.

If a corporation, give state in which incorporated: _____

Witnessed: Corinne Jacklyn

Print Name: Corinne Jacklyn

Name of Superintendent JUSTIN JACKLYN

Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name MIKE GAGNON Address 303E. 3RD ST., ROCHESTER

Firm FRANK REWOLD & SONS Telephone 2486180220

Name TOM MALISZEWSKI III Address 20210 CONNER, DETROIT

Firm WCI CONTRACTORS Telephone 3133682100

Name TODD SMITH Address 38525 WOODWARDS, Bloomfield Hills

Firm EDWARDS ROSE Telephone 5867095224

Give below the last five (5) projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: CAMP ECHO GROVE - SALVATION ARMY LEONARD
Date Started 4/22 Finished 4/23
Name FRANK REWOLD Address _____
Firm FRANK REWOLD Telephone _____

Project #2: Name of Project: MADISON HgTS FIRE STATION # 2
Date Started 10/22 Finished 4/23
Name 1 Address _____
Firm FRANK REWOLD Telephone _____

Project #3: Name of Project: SCOTT'S TOYOTA WATERFORD
Date Started 8/22 Finished 4/23
Name MIKE BAGNON Address 303
Firm FRANK REWOLD Telephone 2486180220

Project #4: Name of Project: ART & JAMES CLARKSTON
Date Started 7/22 Finished 8/22
Name GREG HELLYBUCK Address _____
Firm PLUMBTECH Telephone 5862465410

Project #5: Name of Project: INNOVATION HILLS PARK - ROCHESTER
Date Started 5/22 Finished 9/22
Name TOM M III Address _____
Firm WCI CONTRACTORS Telephone 3133682100

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

**AIA Document A310
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we
Jacklyn Contracting LLC

P O Box 149 Dryden, MI 48428 (Here insert full name and address or legal title of contractor)
as Principal, hereinafter called the Principal, and Selective Insurance Company of America

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Birmingham

151 Martin St. Birmingham, MI 48009 (Here insert full name and address or legal title of owner)
as Obligee, hereinafter called the Obligee, in the sum of

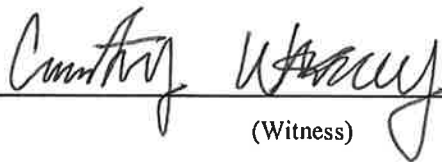
5 % Percent of the Total Bid (\$ **5 % Percent**)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Lincoln Hills Golf Course

(Here insert full name and address and description of project)

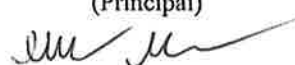
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good
and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall
pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for
which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null
and void, otherwise to remain in full force and effect.

Signed and Sealed this **9th** day of **March** **2023**



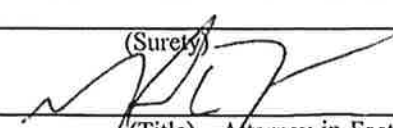
(Witness)

Jacklyn Contracting LLC

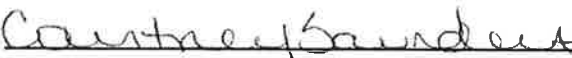
(Principal) (Seal)


(Title)

SELECTIVE INSURANCE COMPANY OF AMERICA

(Surety) (Seal)


(Title) Attorney-in-Fact
Michael G. Zervos



(Witness)

"Printed in cooperation with the American Institute of Architects (AIA) by the Selective Insurance Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition."

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:


The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Michael G. Zervos

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$1,000,000.00

Signed this 9th day of March, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

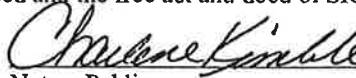


CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 9th day of March, 2023 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 8/2/28


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

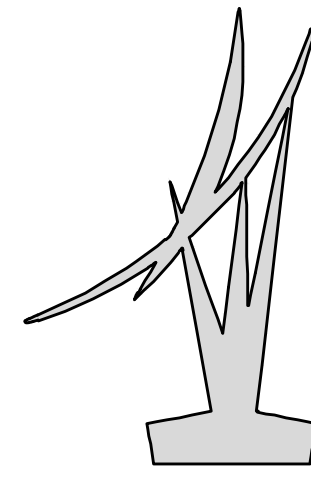
Signed this 9th day of March, 2023.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.





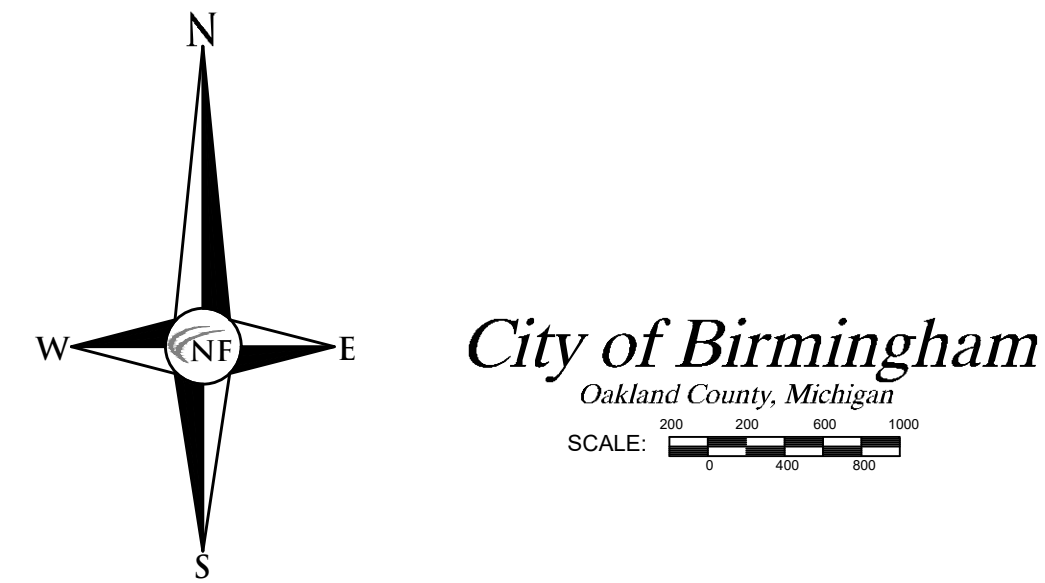
BIRMINGHAM

A WALKABLE CITY

ENGINEERING DEPARTMENT LINCOLN HILLS GOLF COURSE HOLE #1 TEE-BOX & CART PATH IMPROVEMENTS CONTRACT #2-23(G)

SHEET INDEX

- COVER SHEET
- C01 TOPOGRAPHIC SURVEY
- C02 DEMOLITION PLAN
- C03 SOIL BORING LOGS
- C04 PAVING AND UTILITY PLAN
- C05 RETAINING WALL PROFILE PLAN
- C06 CART PATH PROFILE PLAN
- C07 SOIL EROSION CONTROL AND LAWN RESTORATION PLAN
- C08 RETAINING WALL DETAILS & GENERAL PROJECT NOTES
- C09 PHASING & TEMPORARY STAGING AREA WITHIN PARKING LOT PLAN
- Q1 QUANTITIES
- OCWRC - SOIL EROSION & SEDIMENTATION CONTROL DETAILS



UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



Know what's below
Call before you dig.

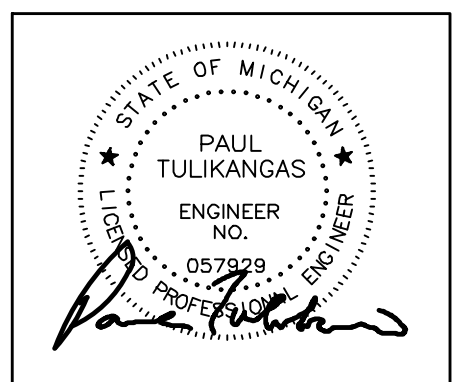
BENCHMARK NOTE

BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.

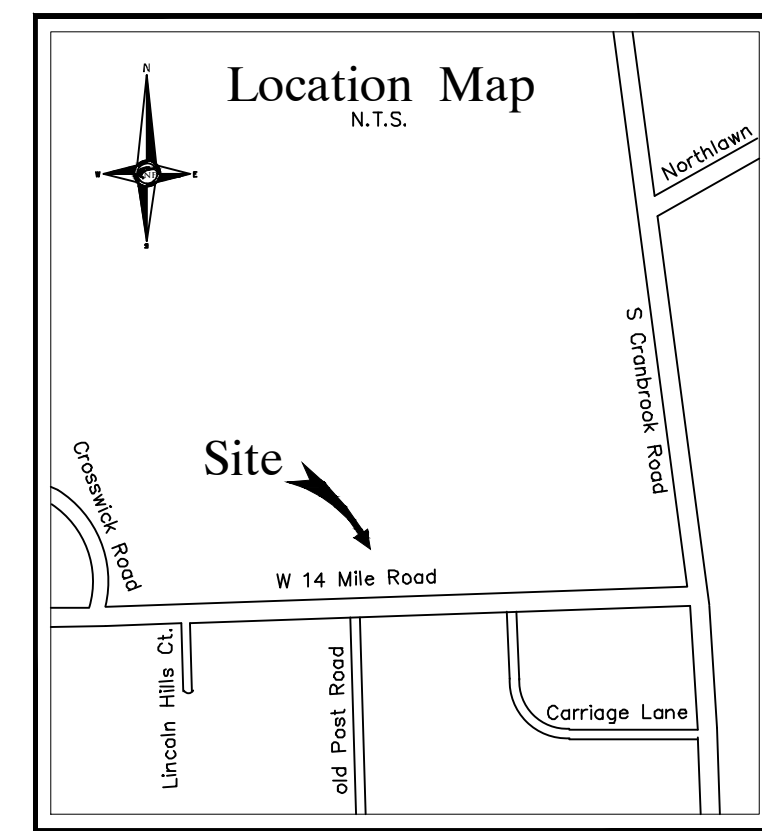
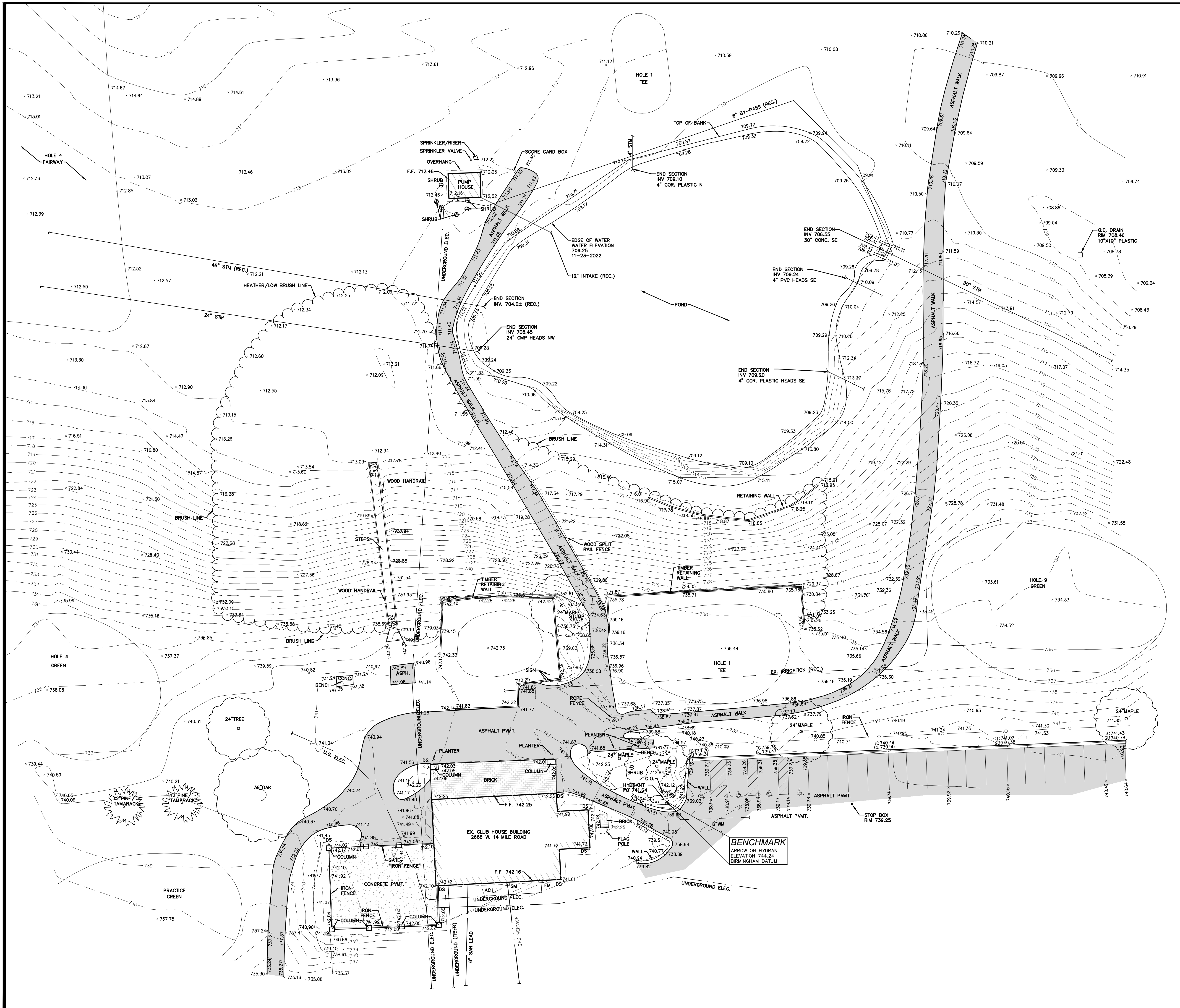
PROJECT AREA

LINCOLN HILLS GOLF COURSE
 HOLE #1 TEE-BOX & CART PATH IMPROVEMENTS
 CONTRACT #2-23(G)

N & F JOB #N342



FEBRUARY 16, 2023 RE-BID



NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 WWW.NOWAKFRAUS.COM

SEAL

PROJECT
 Lincoln Hills Golf Course
 Hole #1 Tee-Box & Cart
 Path Improvements
 Contract #2-23(G)

CLIENT

Engineering Department
 151 Martin Street
 Birmingham, MI 48012

PROJECT LOCATION
 Part of the Southeast 1/4
 of Section 34
 T.2N, R.10E
 City of Birmingham,
 Oakland County, Michigan

SHEET
 Topographic Survey



MISS DIG / UTILITY DISCLAIMER NOTE
 A MISS DIG TICKET NUMBER 202212100463, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY, DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON 01-17-23. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISHED PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.

TOPOGRAPHIC SURVEY NOTES
 ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.
 UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.
 THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.
 UNDERGROUND IRRIGATION LINES NOT SHOWN BUT ASSUMED TO EXIST WITHIN PROJECT LIMITS.

LEGEND

	MANHOLE		EXISTING SANITARY SEWER
	HYDRANT		EXISTING SAN. CLEAN OUT
	MANHOLE		EXISTING WATER MAIN
	MANHOLE		EXISTING STORM SEWER
	MANHOLE		EX. R.Y. CATCH BASIN
	UTILITY POLE		EXISTING BURIED CABLES
	ARROW ON HYDRANT		OVERHEAD LINES
	GUY WIRE		LIGHT POLE
	SIGN		EXISTING GAS MAIN

DATE ISSUED/REVISED
 12-02-22 ISSUED
 01-17-23 UPDATED TOPO
 01-27-23 UPDATED TOPO

DRAWN BY:
 M. Hani

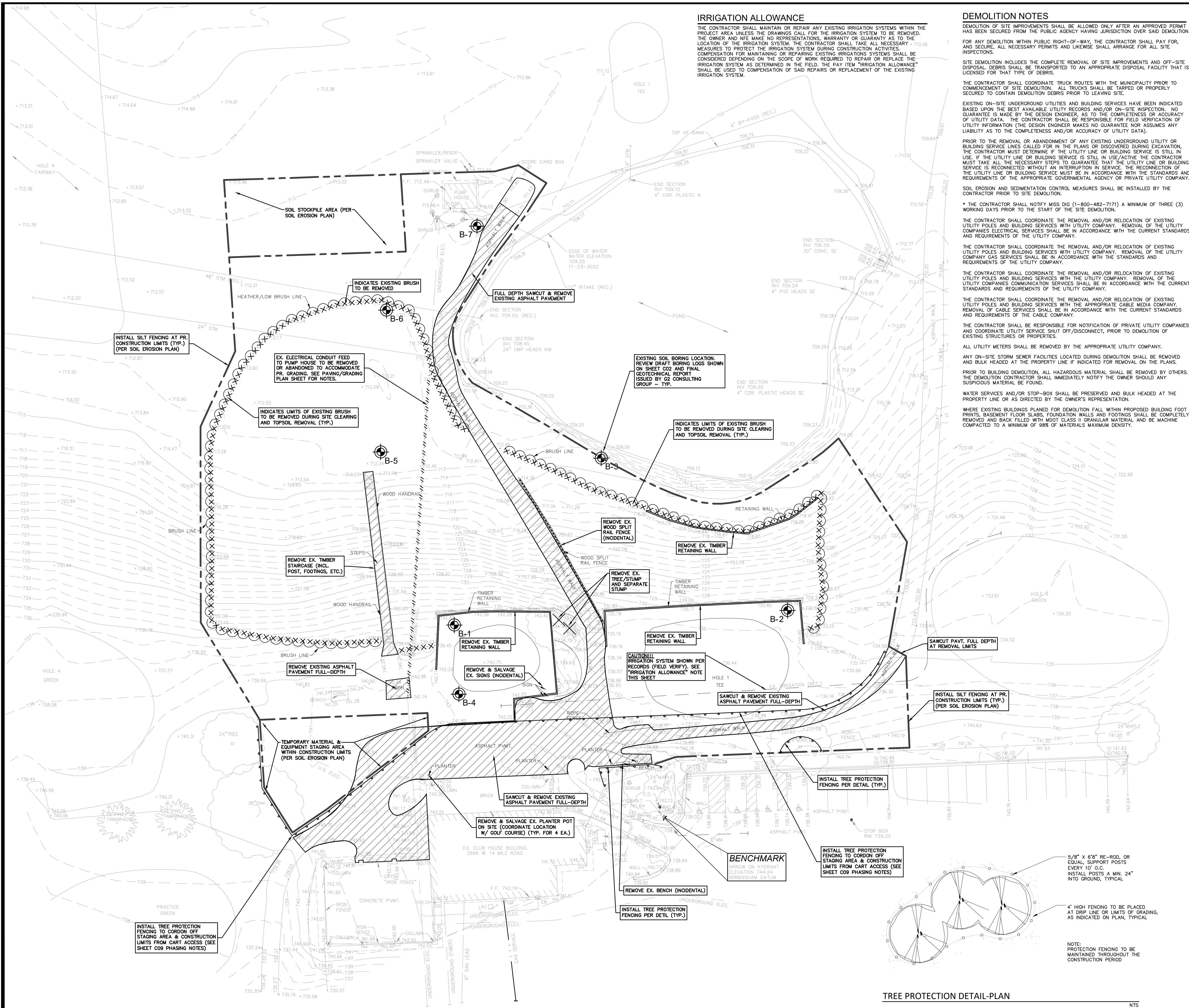
DESIGNED BY:

APPROVED BY:

DATE:
 12-02-2022

SCALE: 1" = 20'

NFE JOB NO. SHEET NO.
 N342 C01



IRRIGATION ALLOWANCE

THE CONTRACTOR SHALL MAINTAIN OR REPAIR ANY EXISTING IRRIGATION SYSTEMS WITHIN THE PROJECT AREA UNLESS THE DRAWINGS CALL FOR THE IRRIGATION SYSTEM TO BE REMOVED. THE OWNER AND NFE MAKE NO REPRESENTATIONS, WARRANTY OR GUARANTEE AS TO THE LOCATION OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE IRRIGATION SYSTEM DURING CONSTRUCTION ACTIVITIES. COMPENSATION FOR MAINTAINING OR REPAIRING EXISTING IRRIGATION SYSTEMS SHALL BE CONSIDERED DEPENDING ON THE SCOPE OF WORK REQUIRED TO REPAIR OR REPLACE THE IRRIGATION SYSTEM AS DETERMINED IN THE FIELD. THE PAY ITEM "IRRIGATION ALLOWANCE" SHALL BE USED TO COMPENSATION OF SAID REPAIRS OR REPLACEMENT OF THE EXISTING IRRIGATION SYSTEM.

DEMOLITION NOTES

DEMOLITION OF SITE IMPROVEMENTS SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE PUBLIC AGENCY HAVING JURISDICTION OVER SAID DEMOLITION. FOR ANY DEMOLITION WITHIN PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR, AND SECURE, ALL NECESSARY PERMITS AND LICENSES PRIOR TO LEAVING SITE. SITE DEMOLITION INCLUDES THE COMPLETE REMOVAL OF SITE IMPROVEMENTS AND OFF-SITE DISPOSAL. DEBRIS SHALL BE TRANSPORTED TO AN APPROPRIATE DISPOSAL FACILITY THAT IS LICENSED FOR THAT TYPE OF DEBRIS. THE CONTRACTOR SHALL COORDINATE TRUCK ROUTES WITH THE MUNICIPALITY PRIOR TO COMMENCEMENT OF SITE DEMOLITION. ALL TRUCKS SHALL BE TARPED OR PROPERLY SECURED TO CONTAIN DEMOLITION DEBRIS PRIOR TO LEAVING SITE. EXISTING ON-SITE UNDERGROUND UTILITIES AND BUILDING SERVICES HAVE BEEN INDICATED BASED UPON THE BEST AVAILABLE UTILITY RECORDS AND/OR ON-SITE INSPECTION. NO GUARANTEE IS MADE BY THE DESIGN ENGINEER, AS TO THE COMPLETENESS OR ACCURACY OF UTILITY DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF UTILITY INFORMATION (THE DESIGN ENGINEER MAKES NO GUARANTEE NOR ASSUMES ANY LIABILITY AS TO THE COMPLETENESS AND/OR ACCURACY OF UTILITY DATA). PRIOR TO THE REMOVAL OR ABANDONMENT OF ANY EXISTING UNDERGROUND UTILITY OR BUILDING SERVICE LINES CALLED FOR IN THE PLANS OR DISCOVERED DURING EXCAVATION, THE CONTRACTOR MUST DETERMINE IF THE UTILITY LINE OR BUILDING SERVICE IS STILL IN USE. IF THE UTILITY LINE OR BUILDING SERVICE IS STILL IN USE/ACTIVE THE CONTRACTOR MUST TAKE ALL THE NECESSARY STEPS TO GUARANTEE THAT THE UTILITY LINE OR BUILDING SERVICE IS RECONNECTED WITHOUT AN INTERRUPTION IN SERVICE. THE RECONNECTION OF THE UTILITY LINE OR BUILDING SERVICE MUST BE IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE APPROPRIATE GOVERNMENTAL AGENCY OR PRIVATE UTILITY COMPANY. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO THE START OF THE SITE DEMOLITION. * THE CONTRACTOR SHALL NOTIFY MISS DIO (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF THE SITE DEMOLITION. THE CONTRACTOR SHALL COORDINATE THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES AND BUILDING SERVICES WITH UTILITY COMPANY. REMOVAL OF THE UTILITY COMPANIES ELECTRICAL SERVICES SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND REQUIREMENTS OF THE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES AND BUILDING SERVICES WITH THE UTILITY COMPANY. REMOVAL OF THE UTILITY COMPANIES COMMUNICATION SERVICES SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND REQUIREMENTS OF THE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES AND BUILDING SERVICES WITH THE APPROPRIATE CABLE MEDIA COMPANY. REMOVAL OF CABLE SERVICES SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND REQUIREMENTS OF THE CABLE COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF PRIVATE UTILITY COMPANIES AND COORDINATE UTILITY SERVICE SHUT OFF/DISCONNECT, PRIOR TO DEMOLITION OF EXISTING STRUCTURES OR PROPERTIES. ALL UTILITY METERS SHALL BE REMOVED BY THE APPROPRIATE UTILITY COMPANY. ANY ON-SITE STORM SEWER FACILITIES LOCATED DURING DEMOLITION SHALL BE REMOVED AND BULK HEADED AT THE PROPERTY LINE IF INDICATED FOR REMOVAL ON THE PLANS. PRIOR TO BUILDING DEMOLITION, ALL HAZARDOUS MATERIAL SHALL BE REMOVED BY OTHERS. THE DEMOLITION CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD ANY SUSPICIOUS MATERIAL BE FOUND. WATER SERVICES AND/OR STOP-BOX SHALL BE PRESERVED AND BULK HEADED AT THE PROPERTY LINE OR AS DIRECTED BY THE OWNER'S REPRESENTATION. WHERE EXISTING BUILDINGS PLANNED FOR DEMOLITION FALL WITHIN PROPOSED BUILDING FOOT PRINTS, BASEMENT FLOOR SLABS, FOUNDATION WALLS AND FOOTINGS SHALL BE COMPLETELY REMOVED AND BACK FILLED WITH MDOT CLASS II GRANULAR MATERIAL AND BE MACHINE COMPACTED TO A MINIMUM OF 98% OF MATERIALS MAXIMUM DENSITY.



NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 WWW.NOWAKFRAUS.COM

SEAL

Paul Tulikang

PROJECT
 Lincoln Hills Golf Course
 Hole #1 Tee-Box & Cart
 Path Improvements
 Contract #2-23(G)

CLIENT

Engineering Department
 151 Martin Street
 Birmingham, MI 48012

PROJECT LOCATION
 Part of the Southeast 1/4
 of Section 34
 T.2N, R.10E
 City of Birmingham,
 Oakland County, Michigan

SHEET
 Demolition Plan

DATE ISSUED/REVISED
 01-04-23 RETAINING WALL COORDINATION
 01-12-23 BIDS
 01-27-23 ADDENDUM 1
 02-16-23 RE-BID

DRAWN BY:
 J. Lawrey
 DESIGNED BY:
 P. Tulikang
 APPROVED BY:
 P. Tulikang

DATE:
 12-01-2022
 SCALE: 1" = 20'
 20 10 0 10 20 30
 NFE JOB NO. SHEET NO.
 N342 C02

GENERAL TREE PROTECTION NOTES

- APPROVED TREE PROTECTION SHALL BE ERRECTED PRIOR TO THE START OF CONSTRUCTION ACTIVITIES, AND SHALL REMAIN IN PLACE UNTIL THE IN PLACE UNTIL CONSTRUCTION IS COMPLETE.
- ALL UNDERSTORY VEGETATION WITHIN THE LIMITS OF PROTECTIVE FENCING SHALL BE PRESERVED.
- NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE DRIP LINE OF ANY TREE DESIGNATED TO REMAIN, INCLUDING BUT NOT LIMITED TO, PLACING SOLVENTS, BUILDING MATERIALS, CONSTRUCTION EQUIPMENT, OR SOIL DEPOSITS WITHIN THE DRIP LINE.
- WHERE GROUPINGS OF TREES ARE TO REMAIN, TREE FENCING SHALL BE PLACED AT THE LIMITS OF GRADING LINE.
- DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY DEVICE OR WIRE TO ANY TREE, SCHEDULED TO REMAIN.
- TREES LOCATED ON ADJACENT PROPERTIES THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITIES MUST BE PROTECTED. ROOT ZONES OF PROTECTED TREES SHOULD BE SURROUNDED WITH RIGIDLY STAKED FENCING.
- THE PARKING OF IDLE AND RUNNING EQUIPMENT SHALL BE PROHIBITED UNDER THE DRIP LINE OF PROTECTED TREES.
- THE STRIPPING OF TOPSOIL FROM AROUND PROTECTED TREES SHALL BE PROHIBITED.
- ALL TREES TO BE REMOVED SHALL BE CUT AWAY FROM TREES TO REMAIN.
- THE GRUBBING OF UNDERSTORY VEGETATION WITHIN CONSTRUCTION AREAS SHOULD BE CLEARED BY CUTTING VEGETATION AT THE GROUND WITH A CHAIN SAW OR MANUALLY WITH A HYDRO-AXE. THE CONTRACTOR IS RESPONSIBLE FOR THE REPLACEMENT PER ORNAMENTAL GUIDELINES, FOR THE DAMAGE OR REMOVAL OF ANY TREE DESIGNATED TO REMAIN.
- TREES TO BE REMOVED SHALL BE FIELD VERIFIED, EVALUATED AND FLAGGED FOR REMOVAL, BY THE LANDSCAPE ARCHITECT OR FORESTER, ONLY AS DIRECTED BY THE OWNER OR OWNERS REPRESENTATIVE.

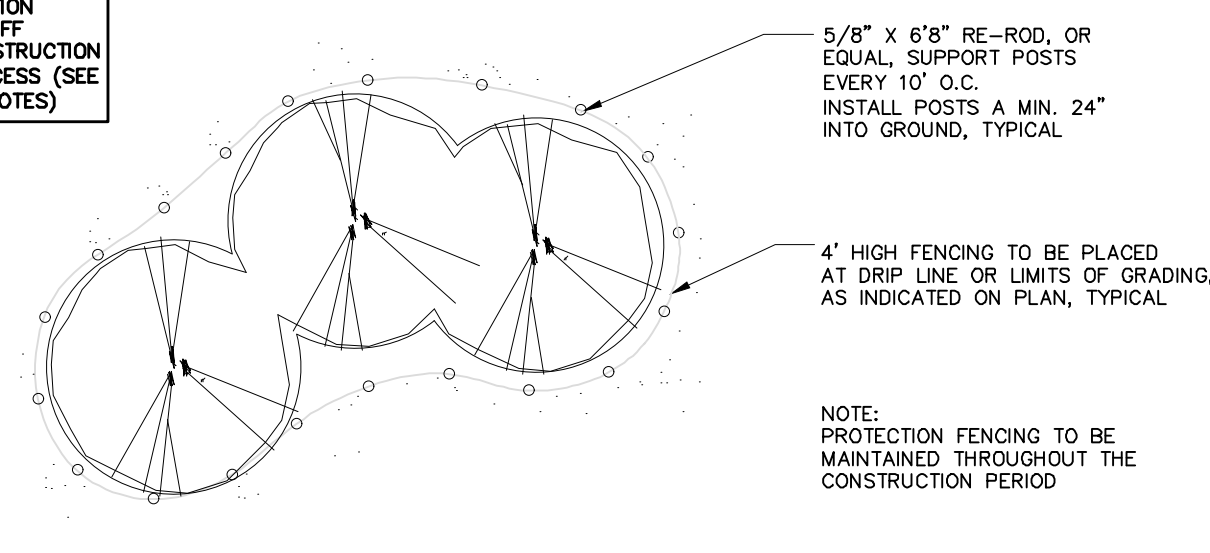
TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.
 UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS OR EXACTNESS OF LOCATION.
 THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER

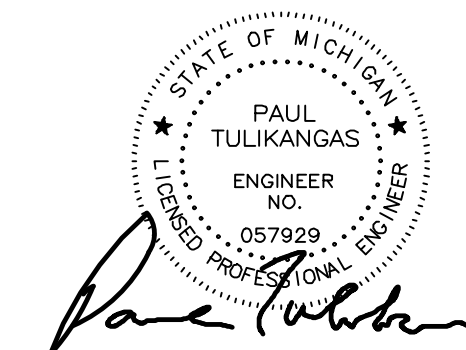
LEGEND

	EXISTING SANITARY SEWER
	EXISTING SAN. CLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EX. R. Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN
	INDICATES TREE PROTECTION FENCING
	INDICATES PROPOSED BRUSH REMOVAL LIMITS
	EXISTING UTILITY TO BE ABANDONED
	INDICATES EXISTING TREE TO BE REMOVED
	INDICATES AREAS OF PAVEMENT, BUILDINGS, ETC. TO BE REMOVED

TREE PROTECTION DETAIL-PLAN



SEAL



PROJECT
Lincoln Hills Golf Course
Hole #1 Tee-Box & Cart
Path Improvements
Contract #2-23(G)

CLIENT



Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the Southeast 1/4
of Section 34
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Soil Boring Logs



Know what's Below
Call before you dig.

DATE ISSUED/REVISED
01-04-23 RETAINING WALL COORDINATION
01-17-23 BIDS
01-27-23 ADDENDUM 1
02-16-23 RE-BID

DRAWN BY:
J. Lawrey

DESIGNED BY:
P. Tulikangas

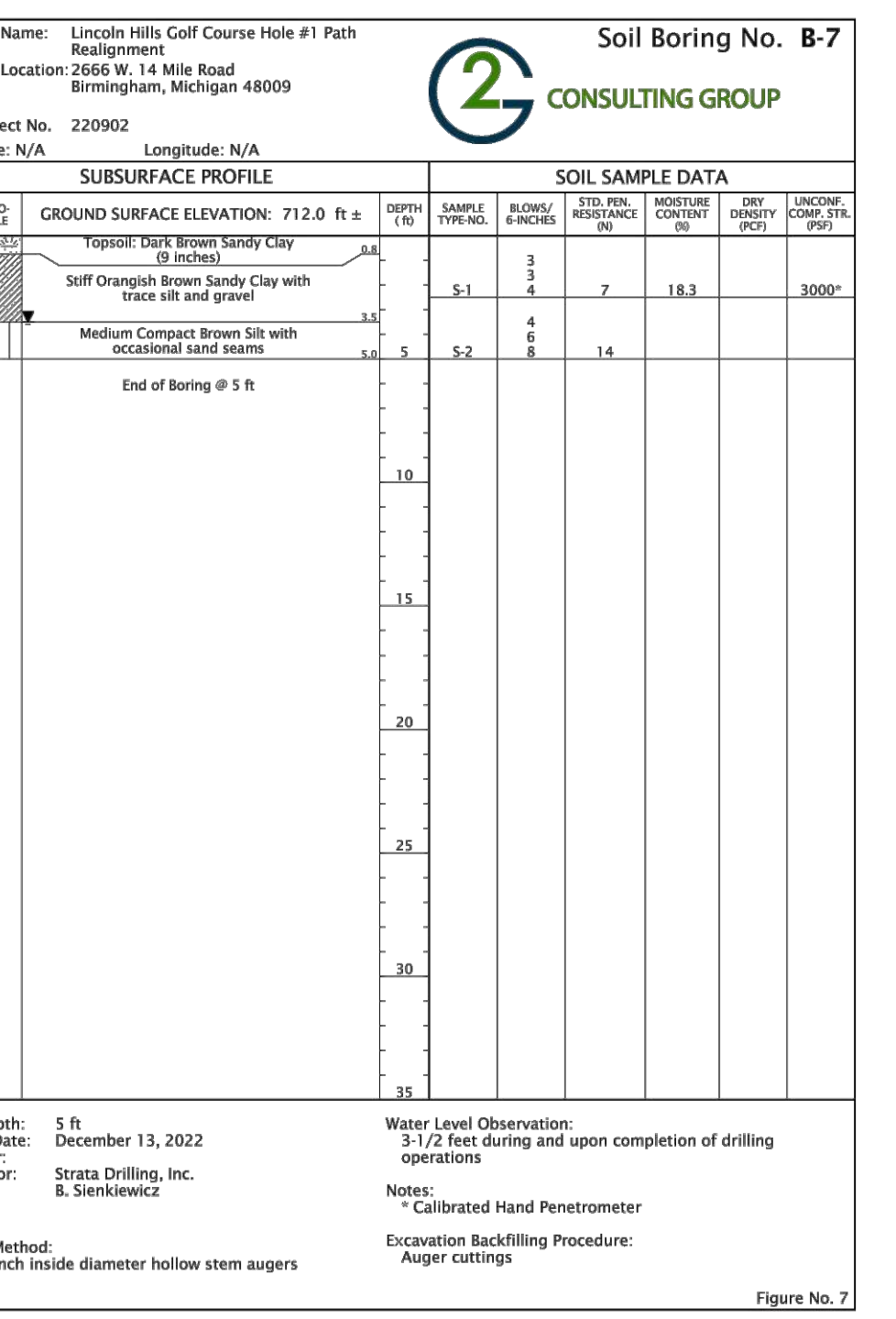
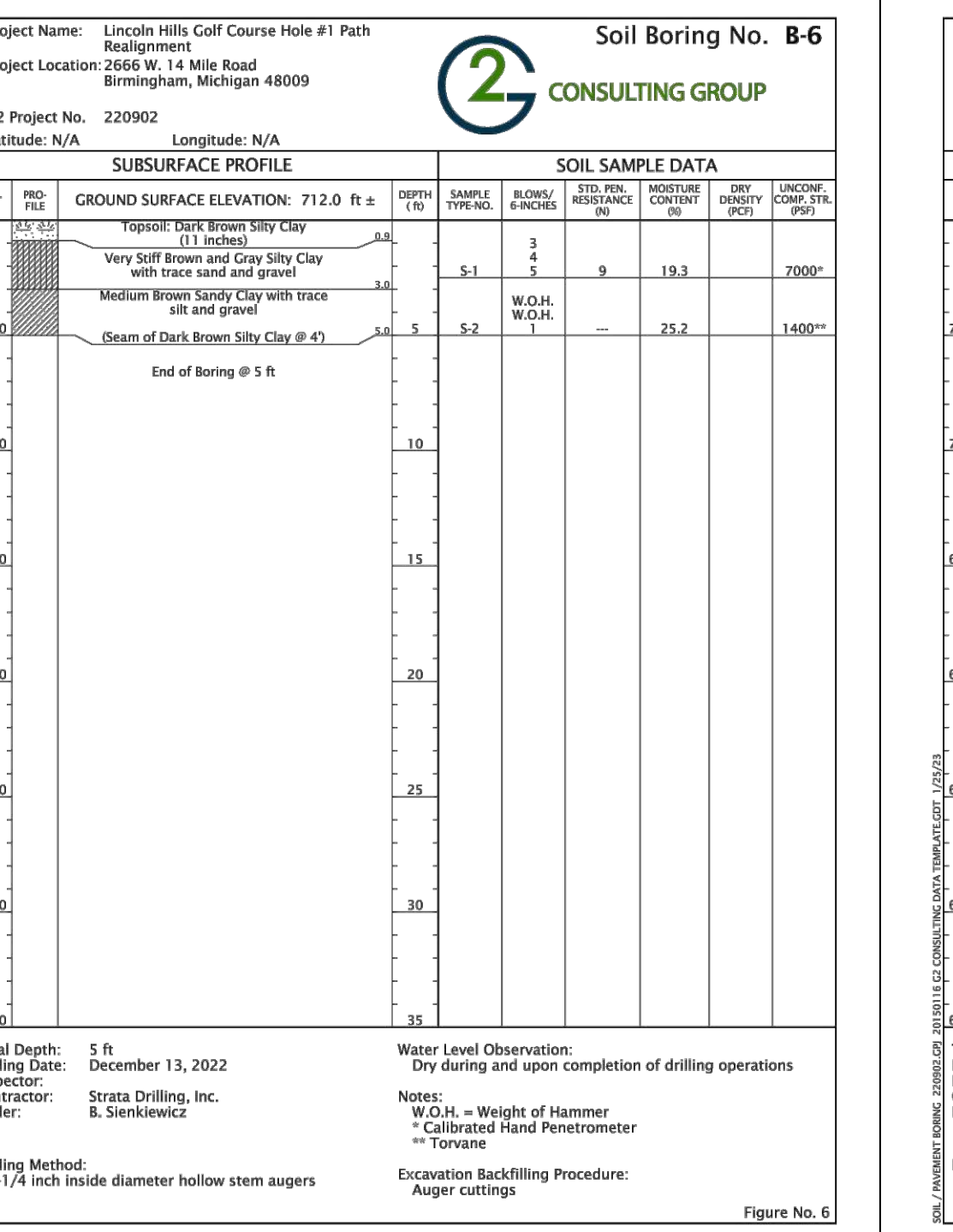
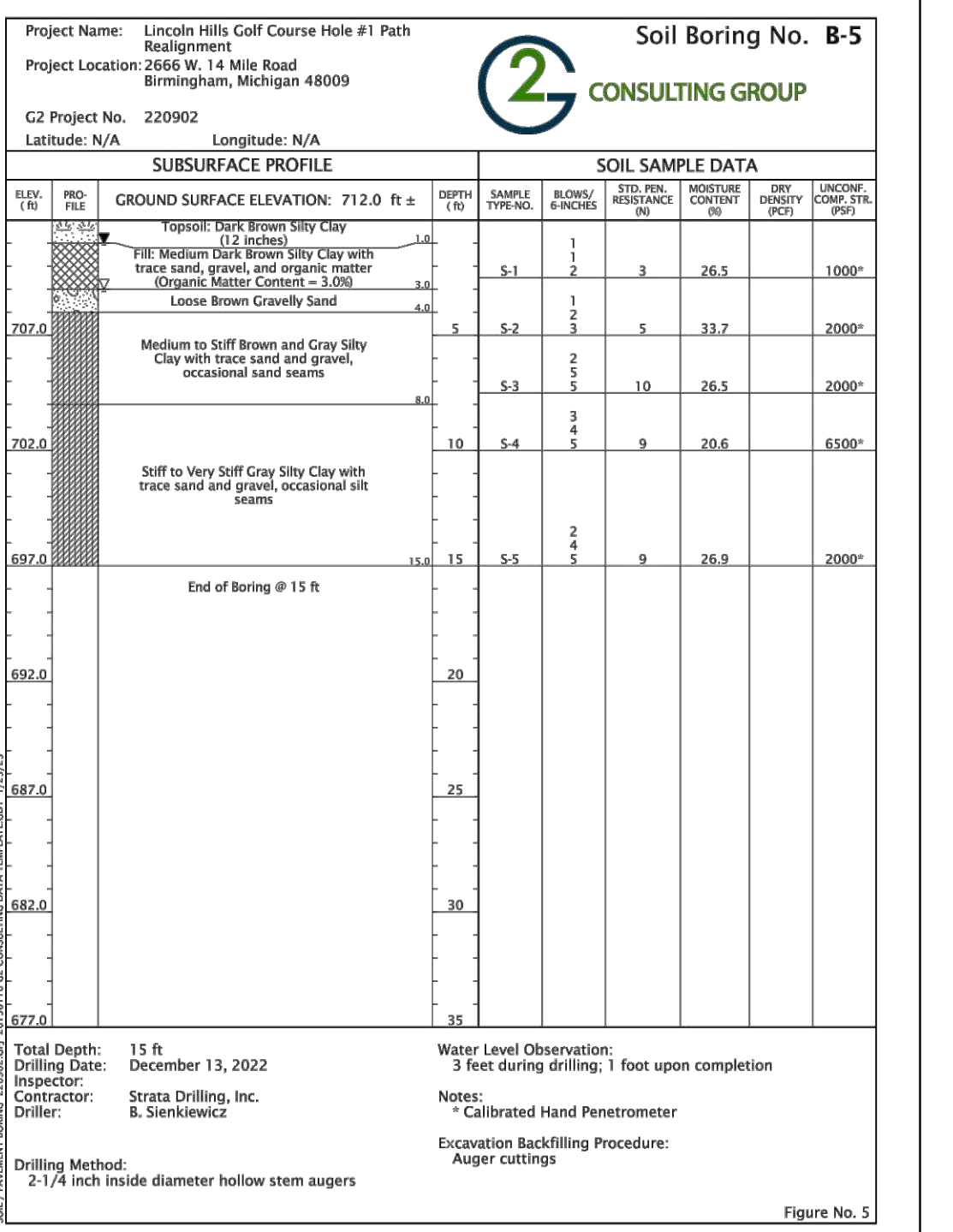
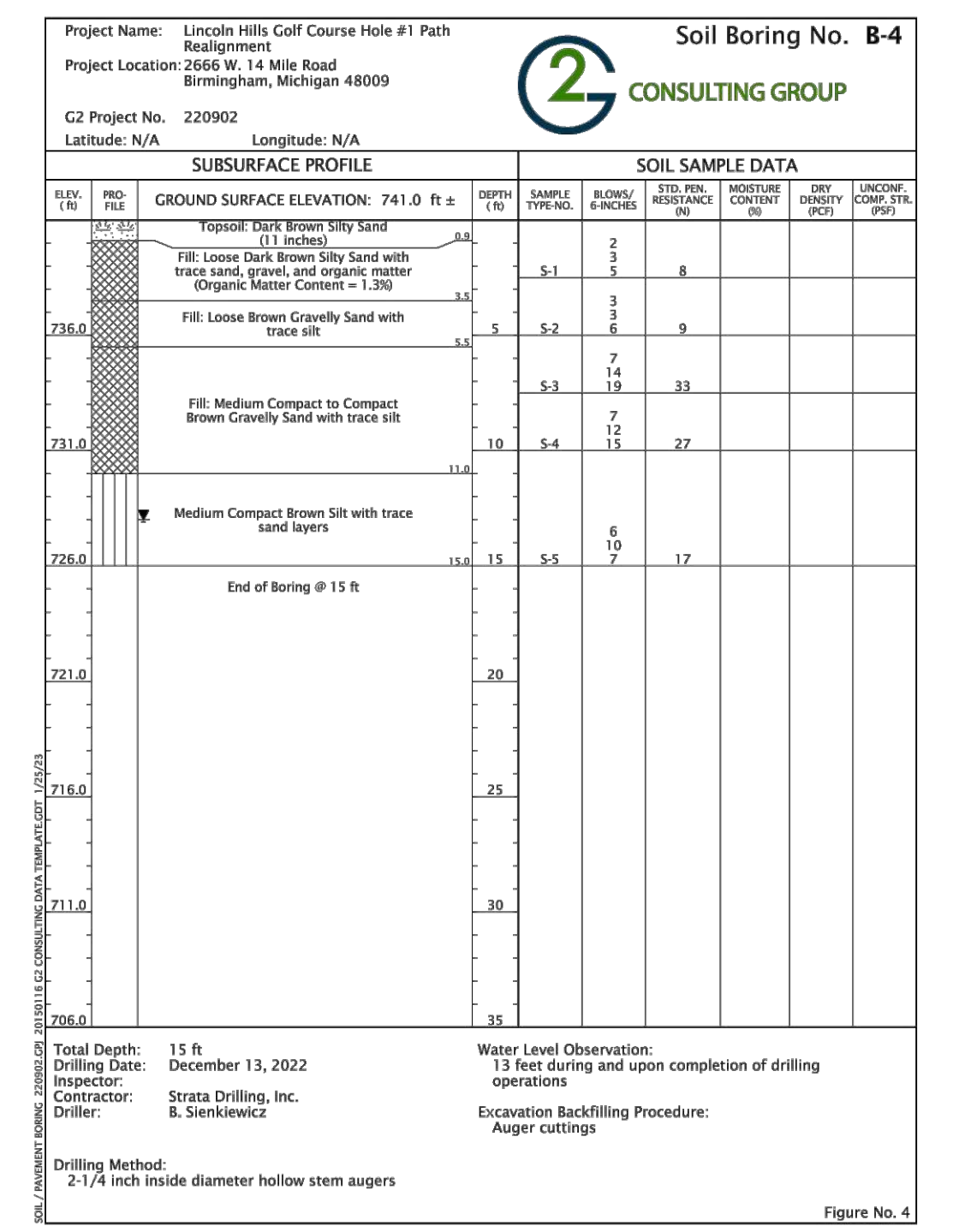
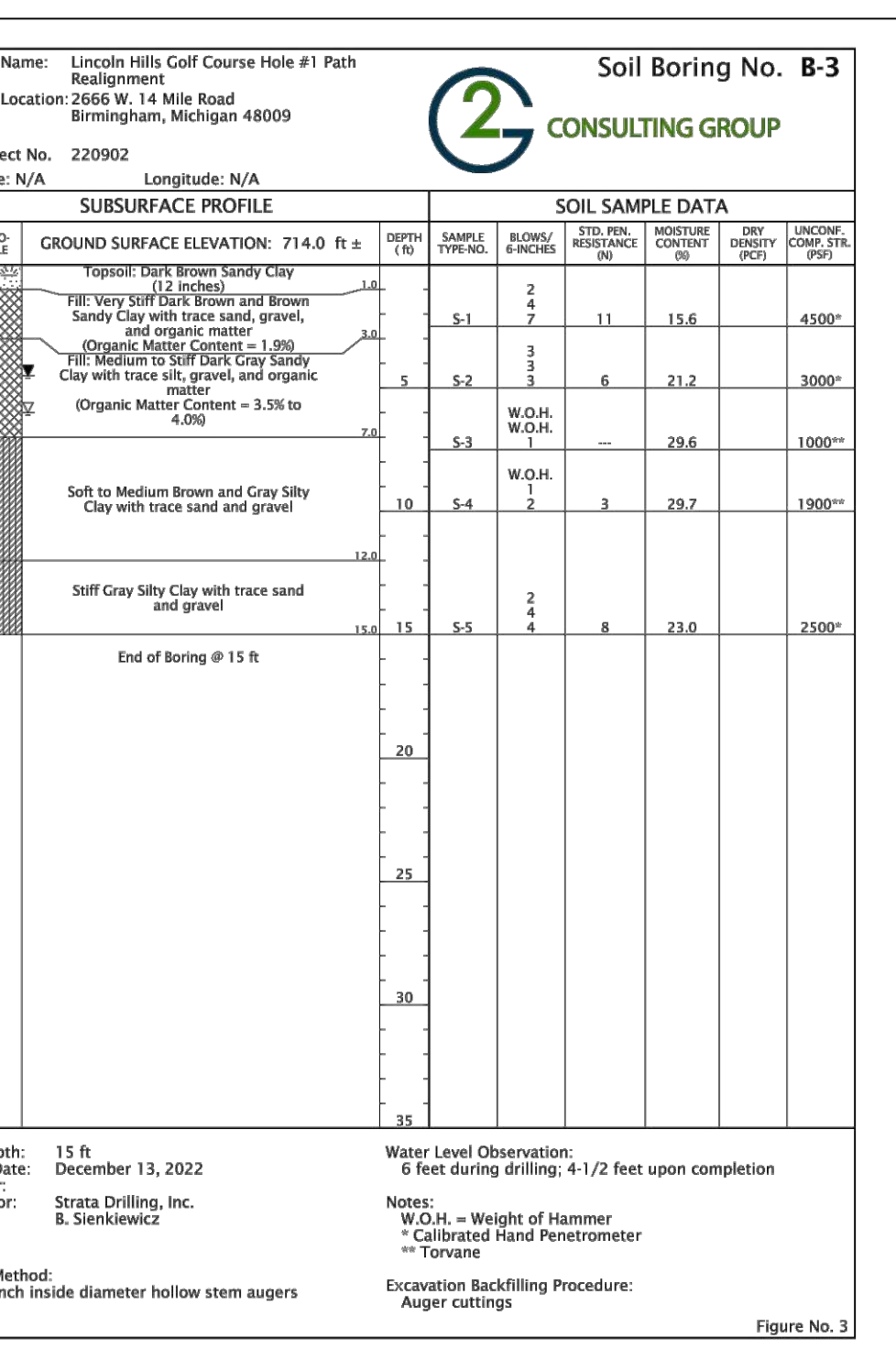
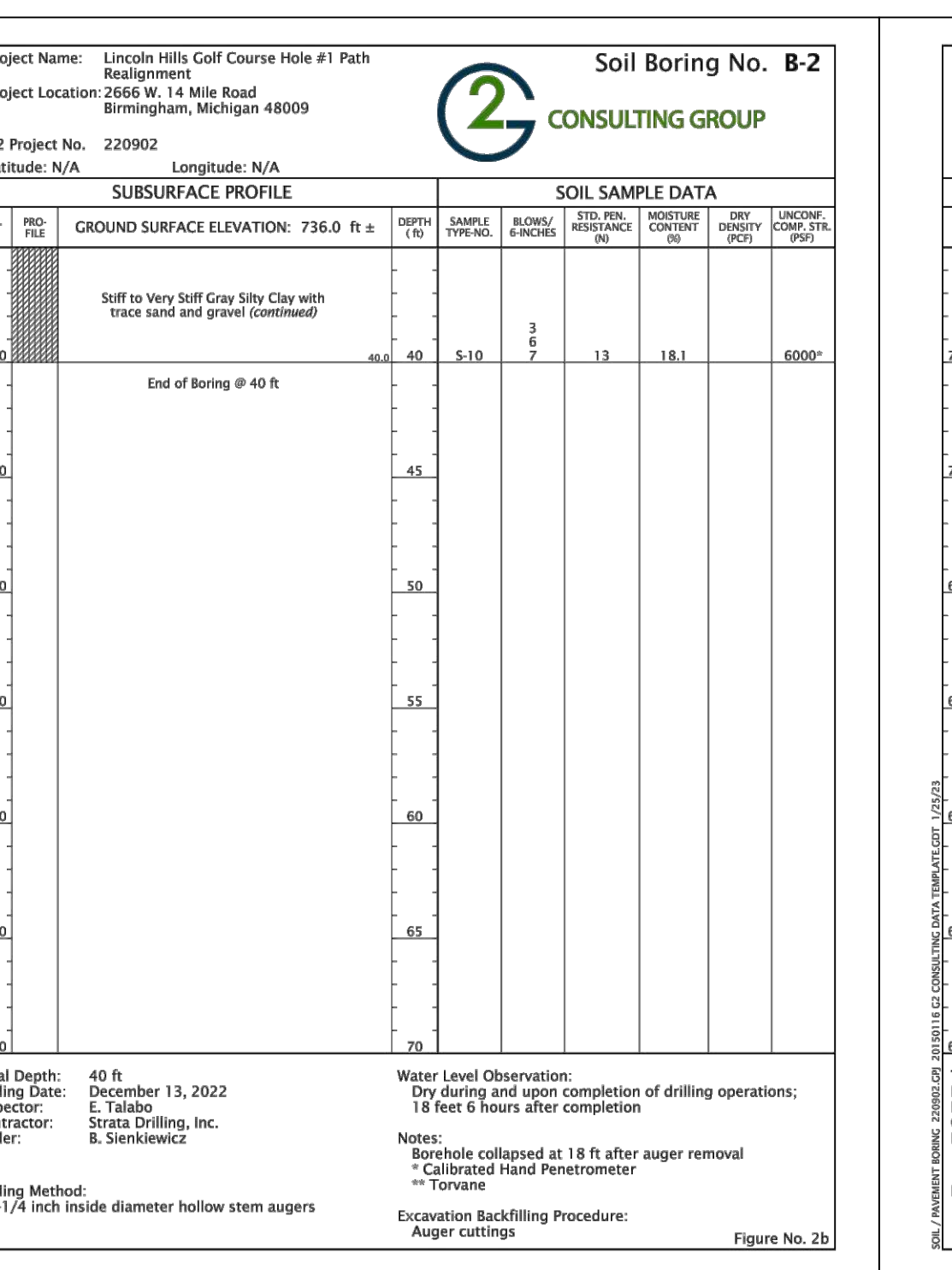
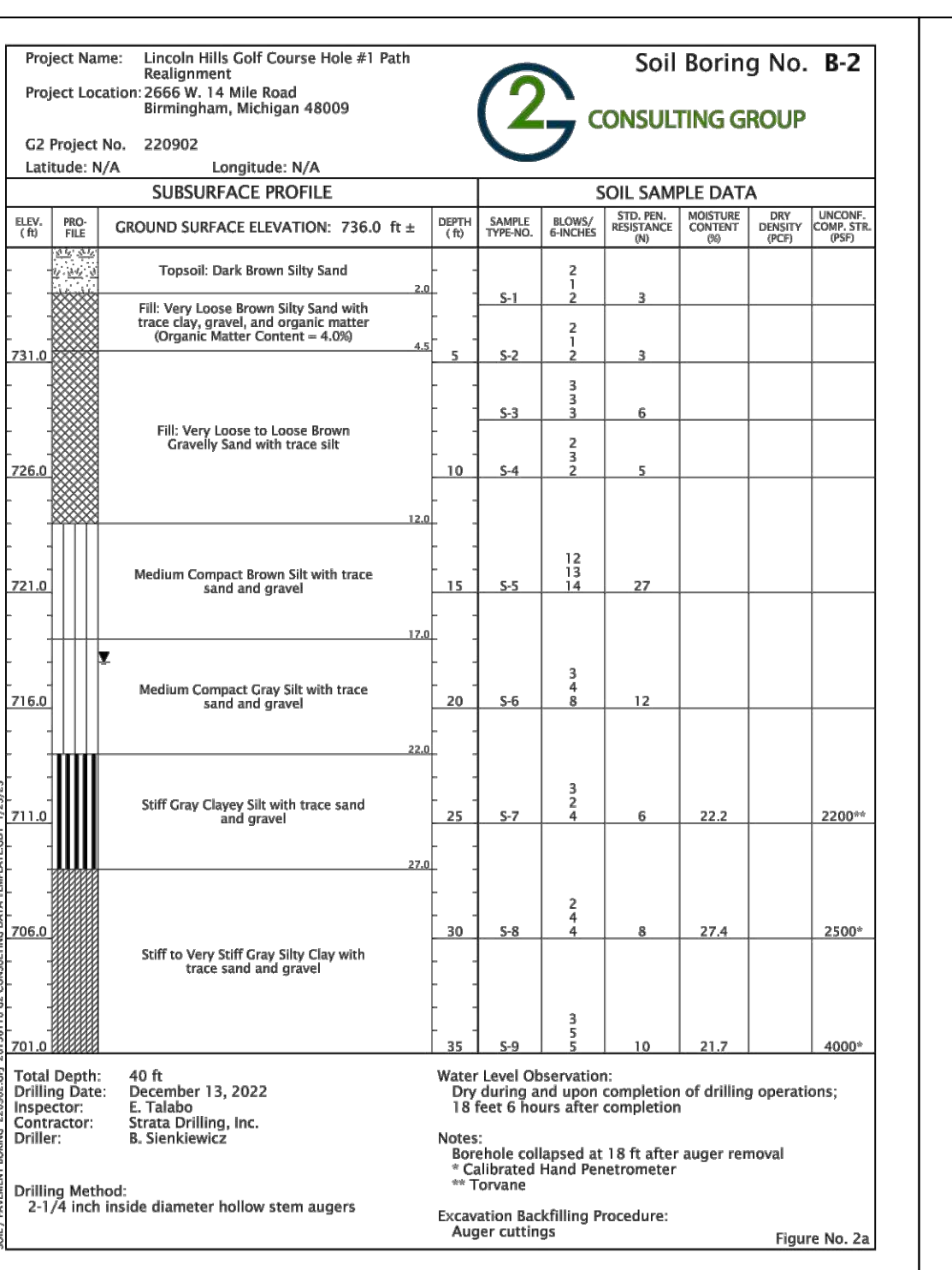
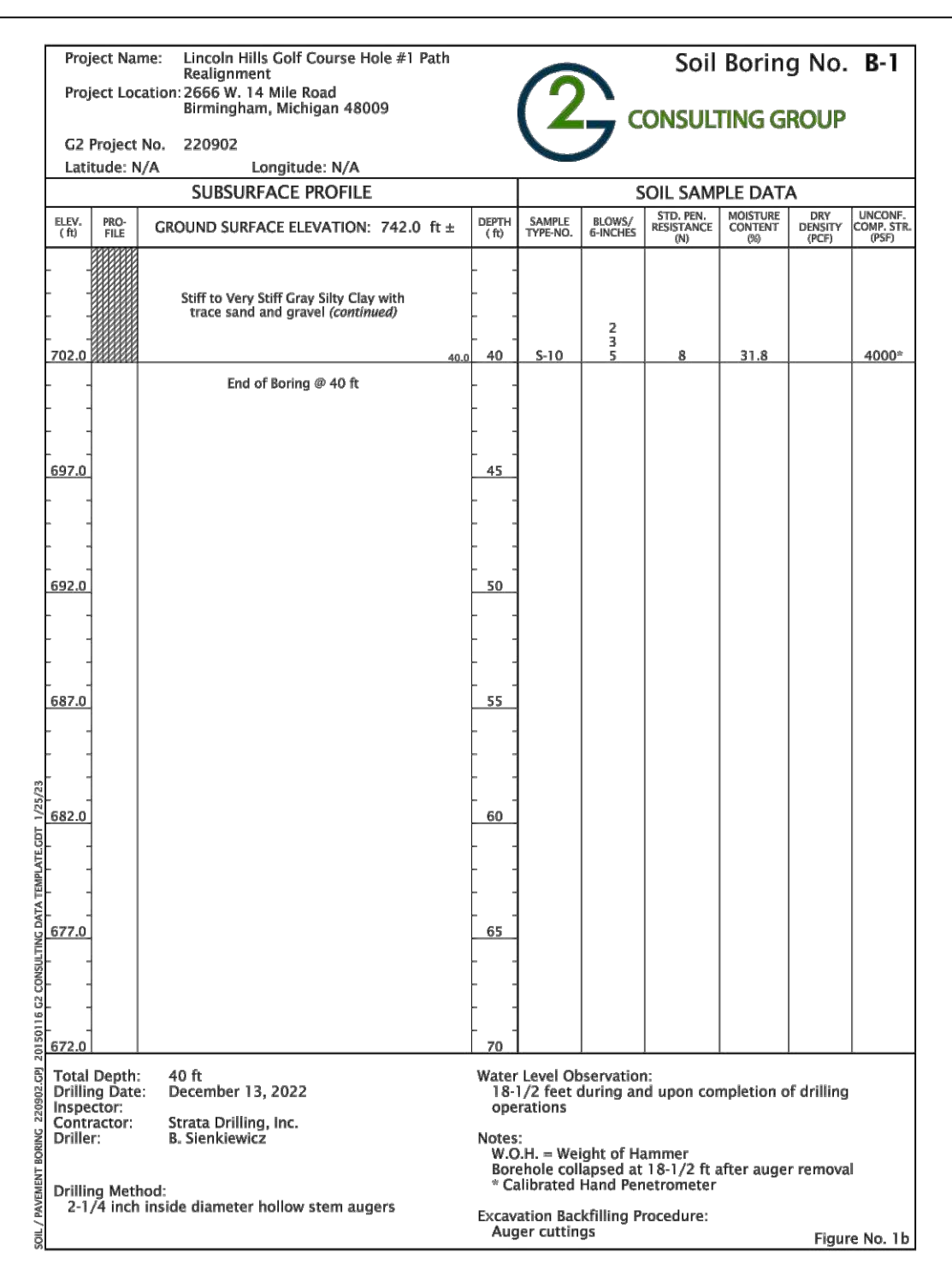
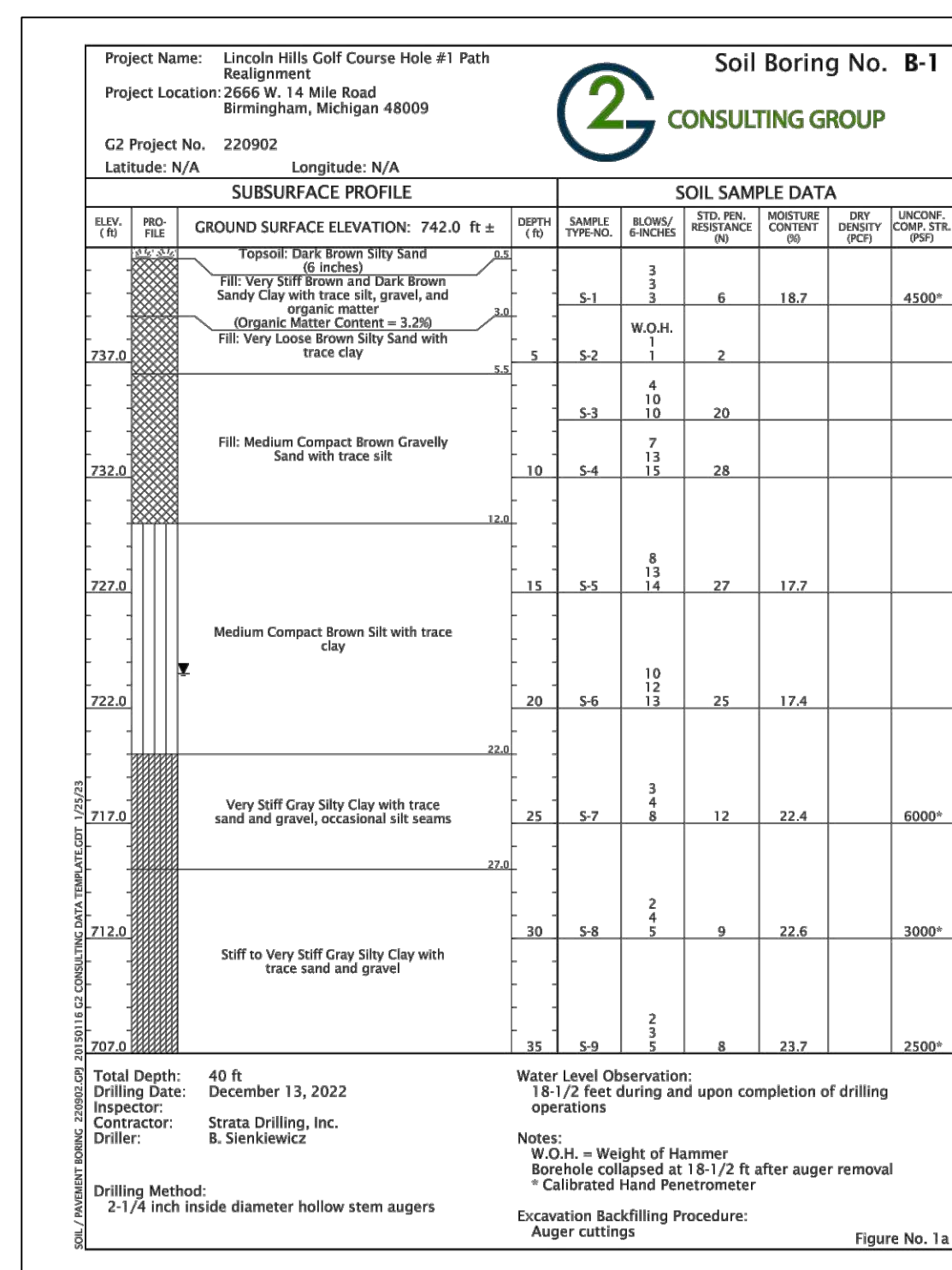
APPROVED BY:
P. Tulikangas

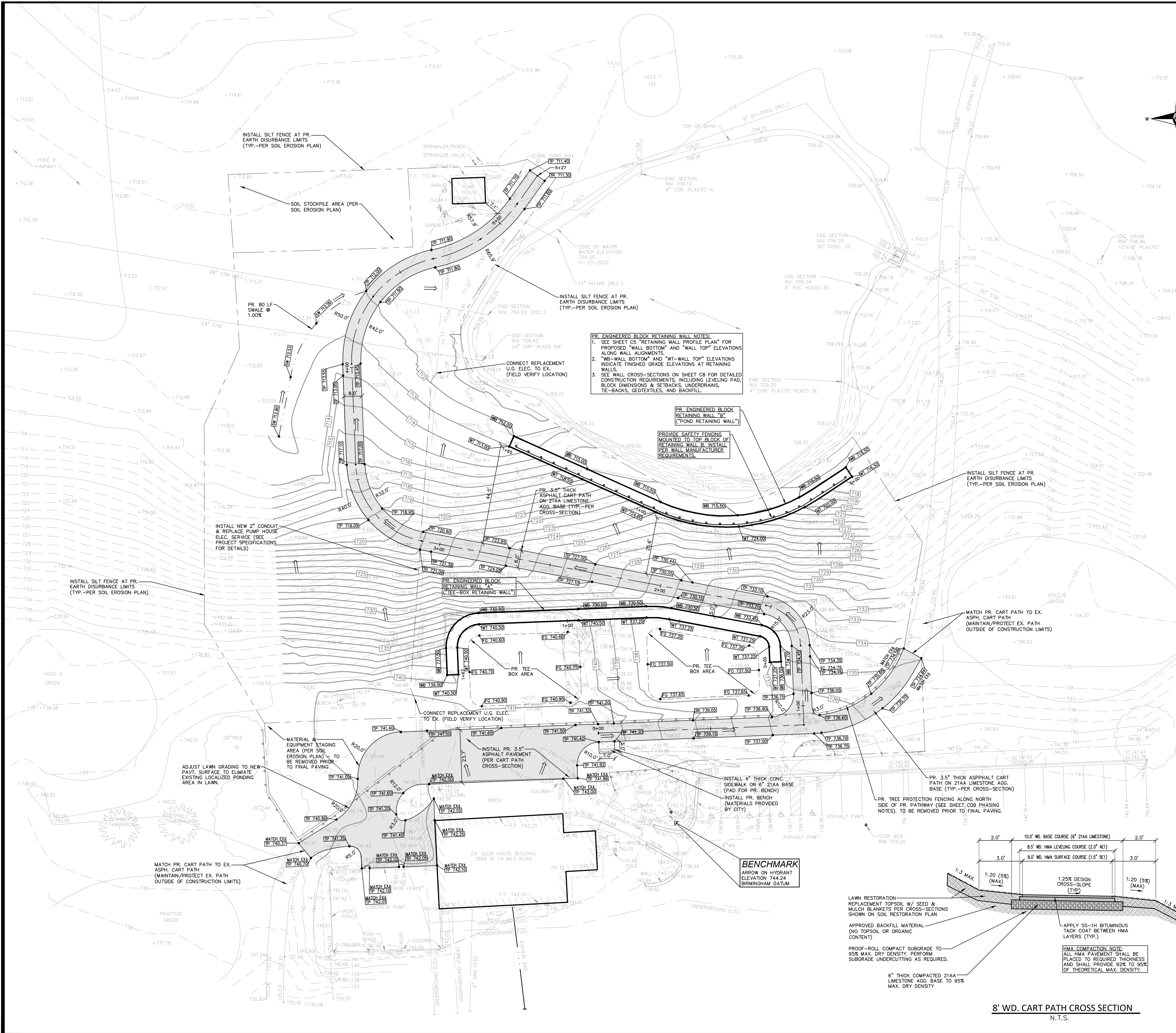
DATE:
12-01-2022

SCALE: 1" = 20'

20 10 0 10 20 30

NFE JOB NO. SHEET NO.
N342 C03





GENERAL PAVING NOTES

PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE: SHALL MEET APPLICABLE REQUIREMENTS OF M.D.O.T. MIXTURE 3500, INCLUDING USE OF PORTLAND CEMENT TYPE 1A (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, 6AA COARSE AGGREGATE, AND MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.

ASPHALT: LEVELING COURSE - MDOT BITUMINOUS MIXTURE HMA 4E1, 20A; SURFACE COURSE - MDOT BITUMINOUS MIXTURE HMA 5E1, 20A; ASPHALT CEMENT PERFORMANCE GRADE 64-22, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.

PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.

ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC. SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.

ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-514.

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.

ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.

ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.

CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.

FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.

EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.

EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.

SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.

FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.

PR. ENGINEERED BLOCK RETAINING WALL NOTES:
 1. SEE SHEET CS "RETAINING WALL PROFILE PLAN" FOR PROPOSED "WALL BOTTOM" AND "WALL TOP" ELEVATIONS ALONG WALL ALIGNMENTS.
 2. "WB-WALL BOTTOM" AND "WT-WALL TOP" ELEVATIONS INDICATE FINISHED GRADE ELEVATIONS AT RETAINING WALLS.
 3. SEE WALL CROSS-SECTIONS ON SHEET CS FOR DETAILED CONSTRUCTION REQUIREMENTS, INCLUDING LEVELING PAD, BLOCK DIMENSIONS & SETBACKS, UNDERDRAINS, TIE-BACKS, GEOTEXTILES, AND BACKFILL.

PR. ENGINEERED BLOCK RETAINING WALL "B" ("POND RETAINING WALL")

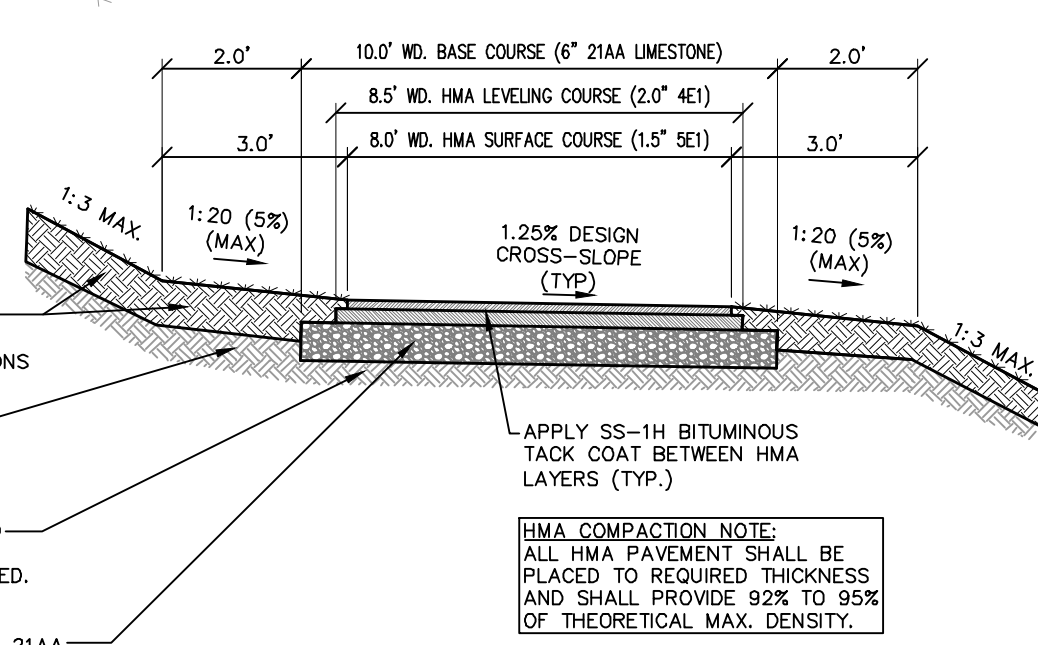
GROUND SAFETY FENCING MOUNTED TO TOP BLOCK OF RETAINING WALL "B" INSTALL PER WALL MANUFACTURER REQUIREMENTS.

PAVING LEGEND

[Symbol]	PROPOSED ASPHALT CART PATH PAVT.
[Symbol]	INDICATES PROPOSED SURFACE DRAINAGE

LEGEND

[Symbol]	MANHOLE	[Symbol]	EXISTING SANITARY SEWER
[Symbol]	HYDRANT	[Symbol]	SAN. CLEAN OUT
[Symbol]	MANHOLE CATCH BASIN	[Symbol]	EXISTING WATERMAIN
[Symbol]	UTILITY POLE	[Symbol]	EXISTING STORM SEWER
[Symbol]	GUY POLE	[Symbol]	EX. R. Y. CATCH BASIN
[Symbol]	GUY WIRE	[Symbol]	EXISTING BURIED CABLES
[Symbol]	OVERHEAD LINES	[Symbol]	LIGHT POLE
[Symbol]	SIGN	[Symbol]	EXISTING GAS MAIN
[Symbol]	EXISTING GAS MAIN	[Symbol]	PR. SANITARY SEWER
[Symbol]	PR. SANITARY SEWER	[Symbol]	PR. WATER MAIN
[Symbol]	PR. WATER MAIN	[Symbol]	PR. STORM SEWER
[Symbol]	PR. STORM SEWER	[Symbol]	PR. R. Y. CATCH BASIN
[Symbol]	PR. R. Y. CATCH BASIN	[Symbol]	PROPOSED LIGHT POLE
[Symbol]	PROPOSED LIGHT POLE	[Symbol]	PR. TOP OF CURB ELEVATION
[Symbol]	PR. TOP OF CURB ELEVATION	[Symbol]	PR. GUTTER ELEVATION
[Symbol]	PR. GUTTER ELEVATION	[Symbol]	PR. TOP OF WALK ELEVATION
[Symbol]	PR. TOP OF WALK ELEVATION	[Symbol]	PR. TOP OF PVMT. ELEVATION
[Symbol]	PR. TOP OF PVMT. ELEVATION	[Symbol]	FINISH GRADE ELEVATION



LAWN RESTORATION: REPLACEMENT TOPSOIL W/ SEED & MULCH BLANKETS PER CROSS-SECTIONS SHOWN ON SOIL RESTORATION PLAN

APPROVED BACKFILL MATERIAL: (NO TOPSOIL OR ORGANIC CONTENT)

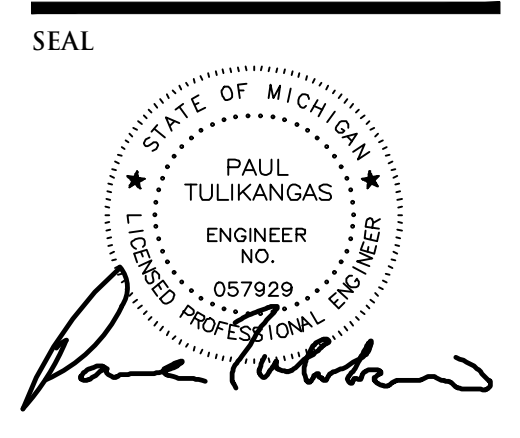
PROOF-ROLL COMPACT SUBGRADE TO 95% MAX. DRY DENSITY. PERFORM SUBGRADE UNDERCUTTING AS REQUIRED.

HMA COMPACTION NOTE: ALL HMA PAVEMENT SHALL BE PLACED TO REQUIRED THICKNESS AND SHALL PROVIDE 92% TO 95% OF THEORETICAL MAX. DENSITY.

8' WD. CART PATH CROSS SECTION
N.T.S.

NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 WWW.NOWAKFRAUS.COM



PROJECT
 Lincoln Hills Golf Course
 Hole #1 Tee-Box & Cart
 Path Improvements
 Contract #2-23(G)



Engineering Department
 151 Martin Street
 Birmingham, MI 48012

PROJECT LOCATION
 Part of the Southeast 1/4
 of Section 34
 T.2N , R.10E
 City of Birmingham,
 Oakland County, Michigan

SHEET
 Paving & Grading Plan



DATE	ISSUED/REVISED
01-04-23	RETAINING WALL CONSTRUCTION
01-17-23	BIDS
01-27-23	ADDENDUM 1
02-16-23	RE-BID

DRAWN BY:
J. Lawrey

DESIGNED BY:
P. Tulikang

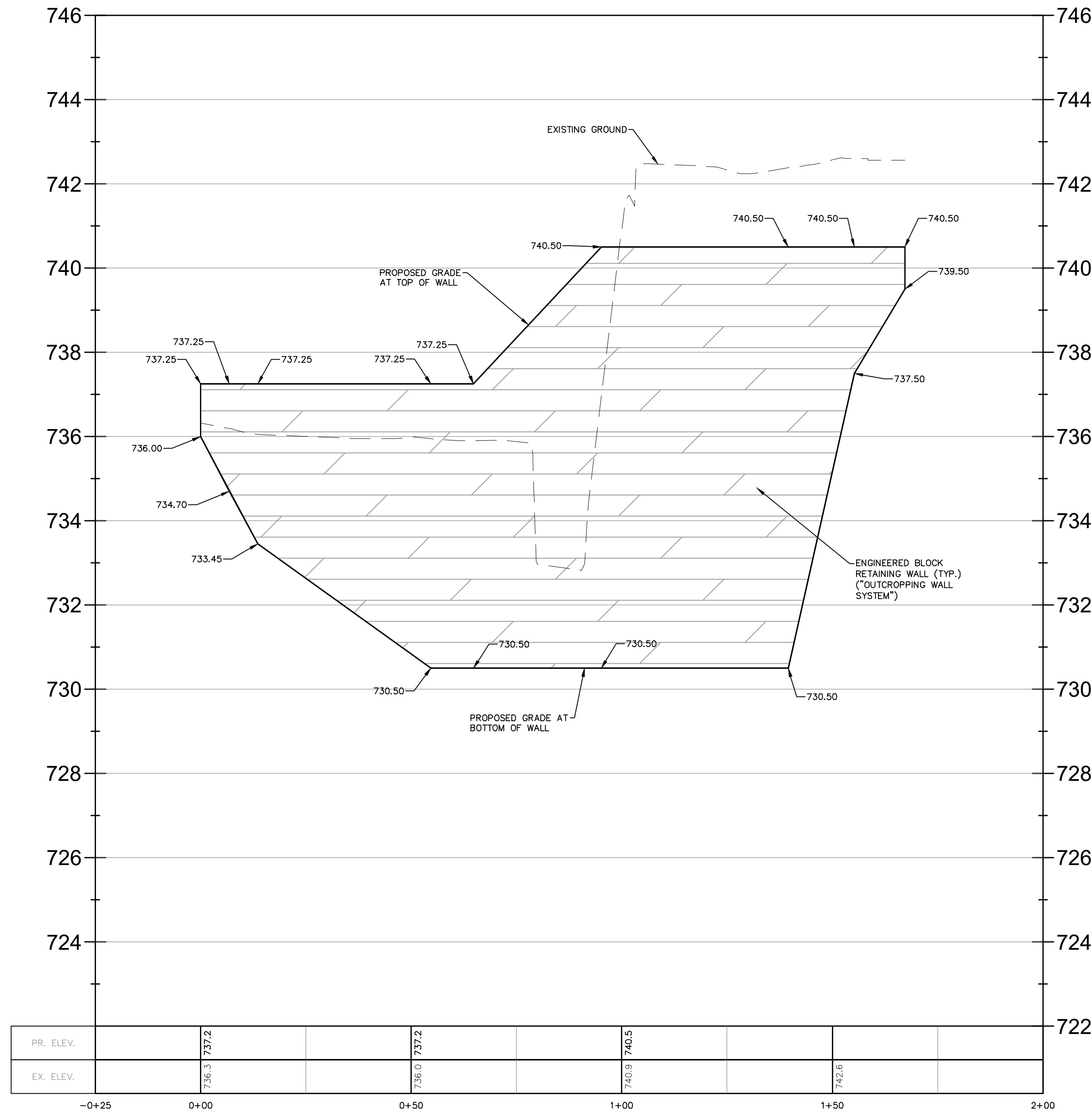
APPROVED BY:
P. Tulikang

DATE:
12-01-2022

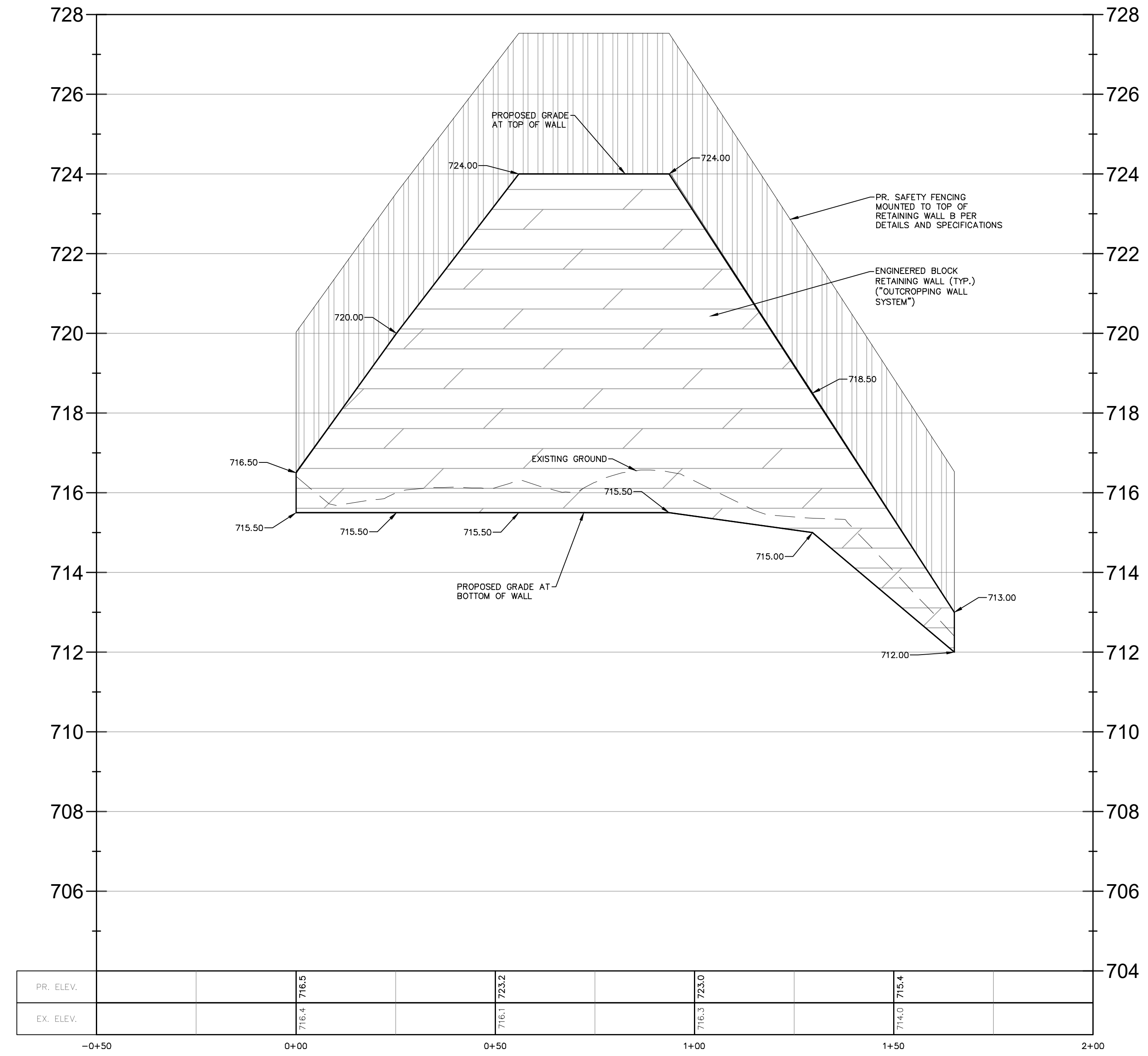
SCALE: 1" = 20'

NFE JOB NO. SHEET NO.
N342 C04

Retaining Wall A ("Tee Box Retaining Wall")

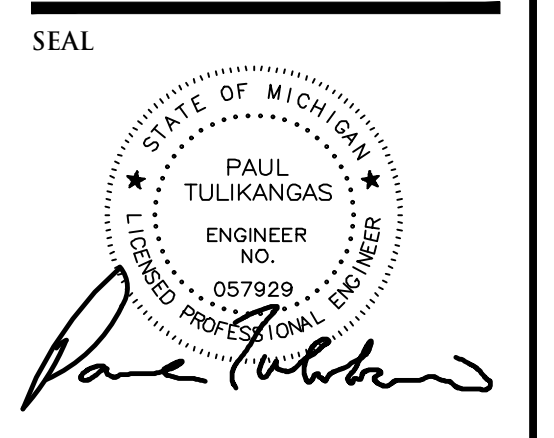


Retaining Wall B ("Pond Retaining Wall")



ENGINEERED BLOCK RETAINING WALL NOTES:

- ENGINEERED BLOCK WALL MATERIAL SHALL BE "OUTCROPPING WALL SYSTEM" MANUFACTURED BY HIGH FORMAT OUTDOOR HARDSCAPES IN CHARLEVOIX, MICHIGAN. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- WALL PROFILES SHOWN HEREIN ARE SHOWN SCHEMATICALLY FOR OVERALL SITE GRADING PURPOSES.
- REFER TO WALL CROSS-SECTIONS PROVIDED BY G2 CONSULTING GROUP AND APPLICABLE MANUFACTURER REQUIREMENTS FOR ALL ITEMS NEEDED TO INSTALL THE WALL, INCLUDING BUT NOT LIMITED TO: WALL BLOCK SIZES AND SETBACKS, LEVELING PAD AND BURY DEPTHS, BACKFILL MATERIALS, UNDERDRAINS, TIEBACKS, AND GEOTEXTILES.
- CONTRACTOR SHALL VERIFY COLOR CHOICE AND PROVIDE DETAILED SHOP DRAWINGS FOR REVIEW & APPROVAL PRIOR TO ORDERING MATERIALS.



PROJECT
Lincoln Hills Golf Course
Hole #1 Tee-Box & Cart
Path Improvements
Contract #2-23(G)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southeast 1/4
of Section 34
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Retaining Wall Profile
Plan



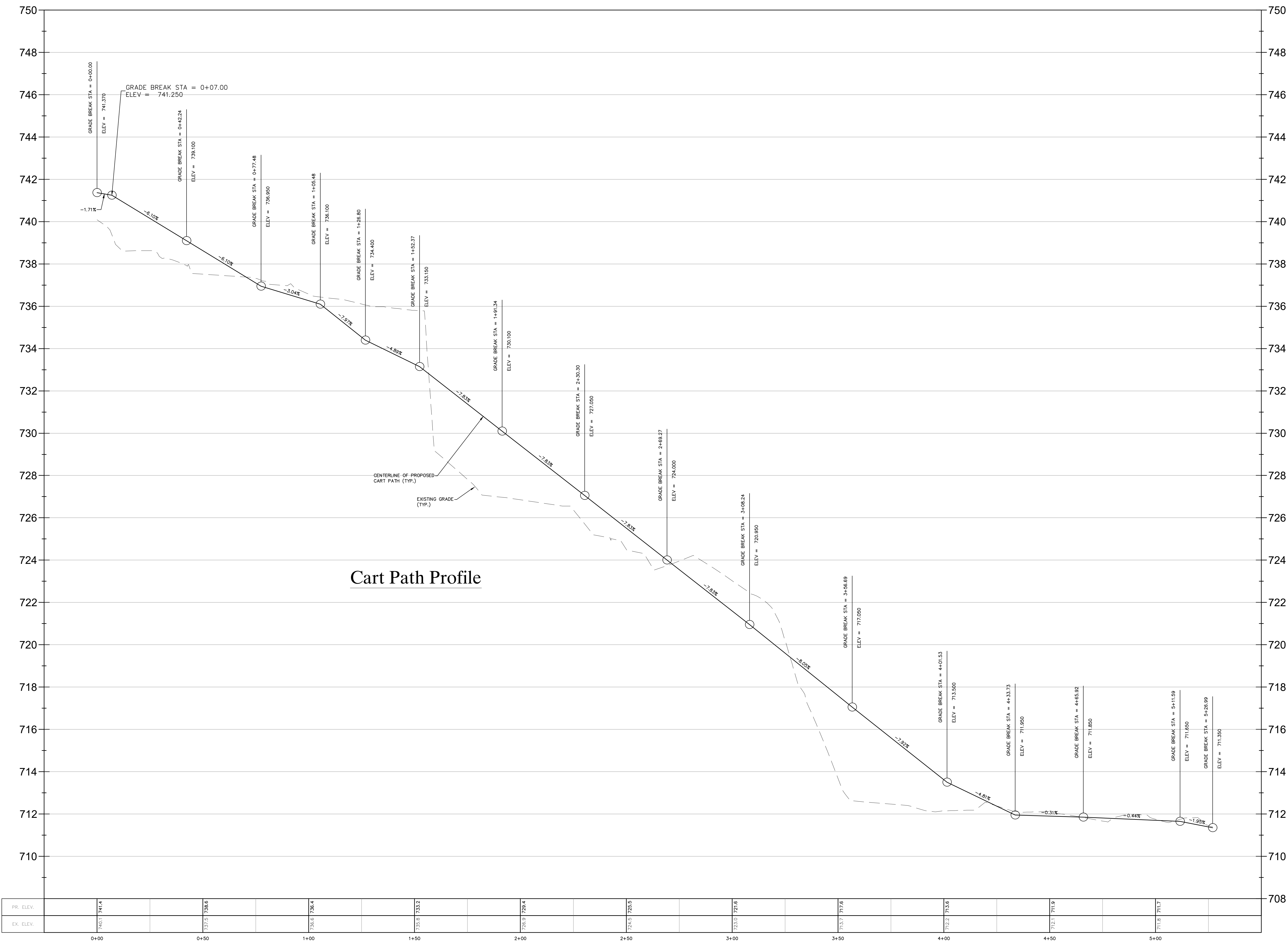
DATE	ISSUED/REVISED
01-04-23	RETAINING WALL COORDINATION
01-12-23	BIDS
01-27-23	ADDENDUM 1
02-16-23	RE-BID

DRAWN BY:
J. Lawrey
DESIGNED BY:
P. Tulikang
APPROVED BY:
P. Tulikang

DATE:
12-01-2022

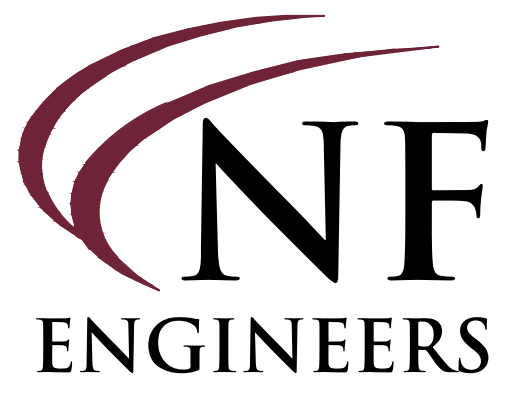
SCALE: 1" = 20' / 1" = 2'

NFE JOB NO. SHEET NO.
N342 C05



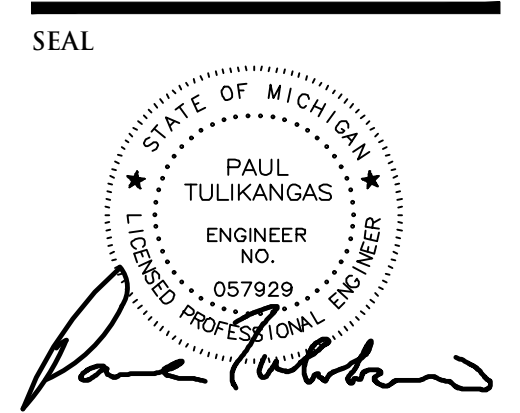
Cart Path Profile

PR. ELEV.	EX. ELEV.	STATION
741.4	740.1	0+00
738.6	737.5	0+42.24
736.9	735.6	0+77.48
736.1	735.4	1+05.48
734.4	733.2	1+28.80
733.1	732.2	1+52.37
730.0	728.5	1+91.34
727.0	725.5	2+30.30
724.0	723.0	2+68.27
720.9	721.6	3+08.24
717.0	713.7	3+46.89
713.5	712.2	4+01.53
711.9	711.8	4+33.73
711.8	711.7	4+65.92
711.5	711.7	5+11.59
711.3	711.7	5+28.99



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM



PROJECT
Lincoln Hills Golf Course
Hole #1 Tee-Box & Cart
Path Improvements
Contract #2-23(G)

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southeast 1/4
of Section 34
T.2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Cart Path Profile Plan



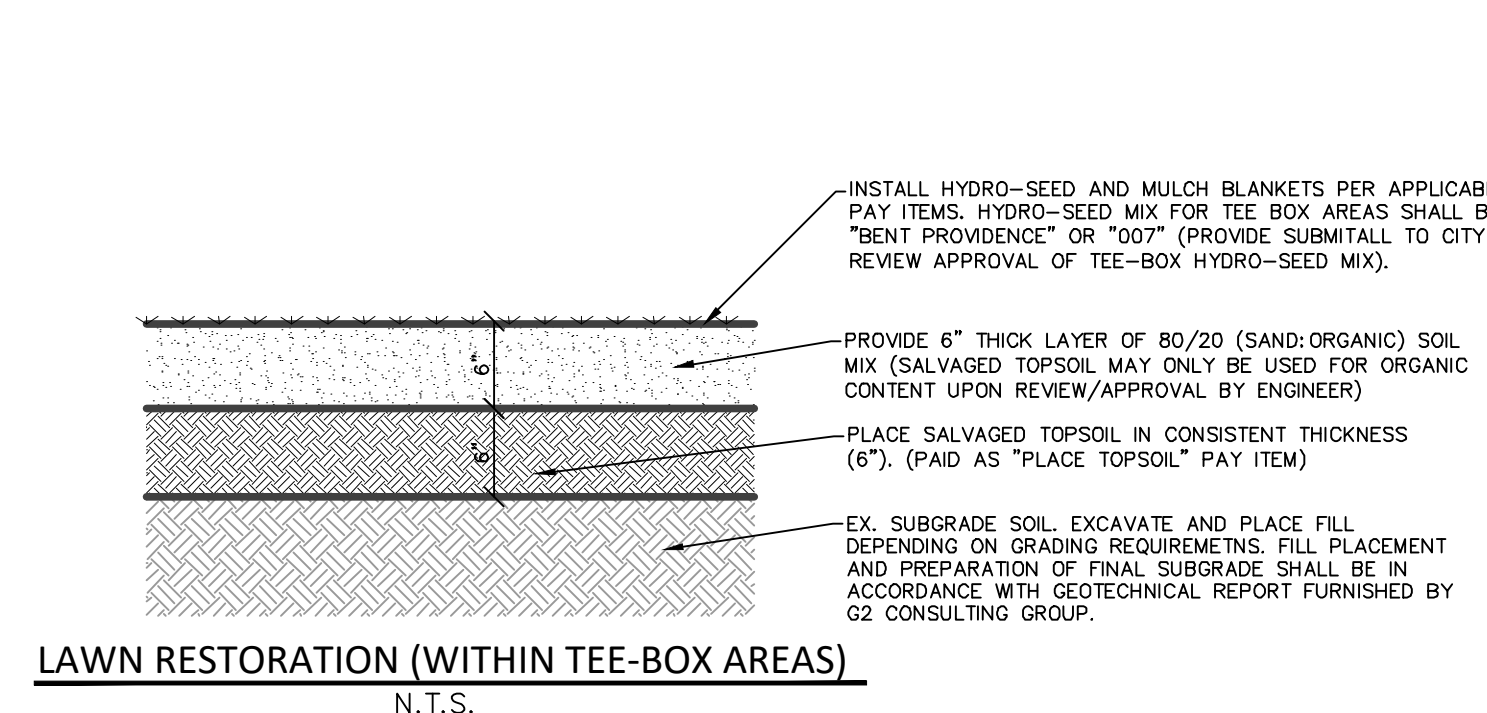
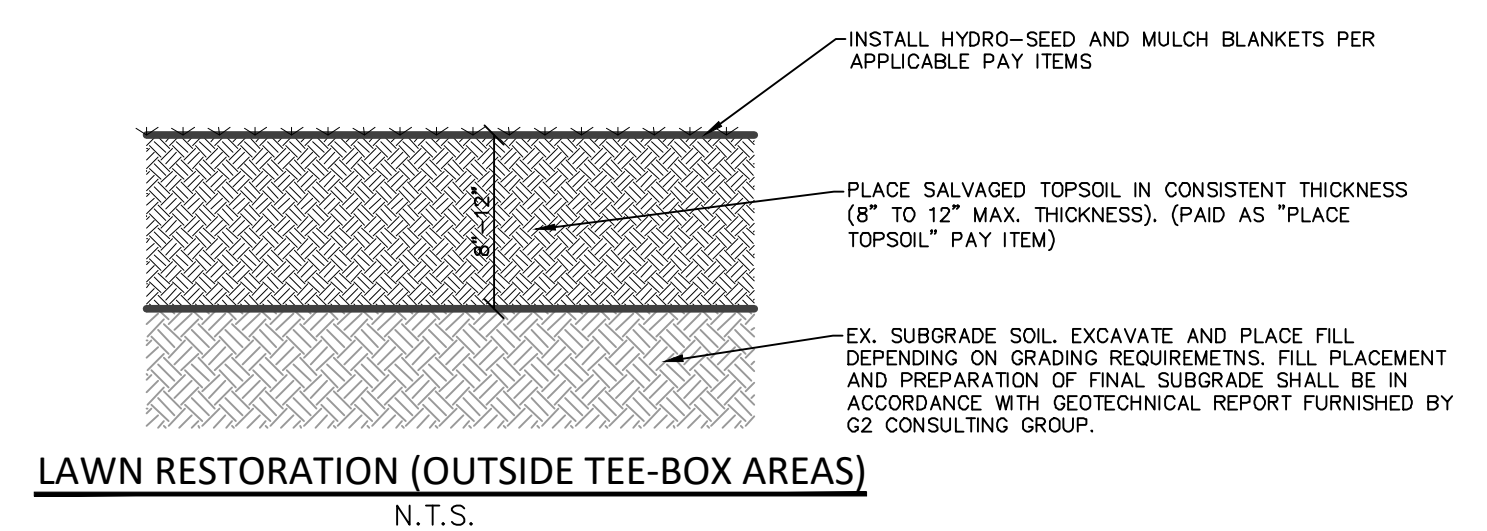
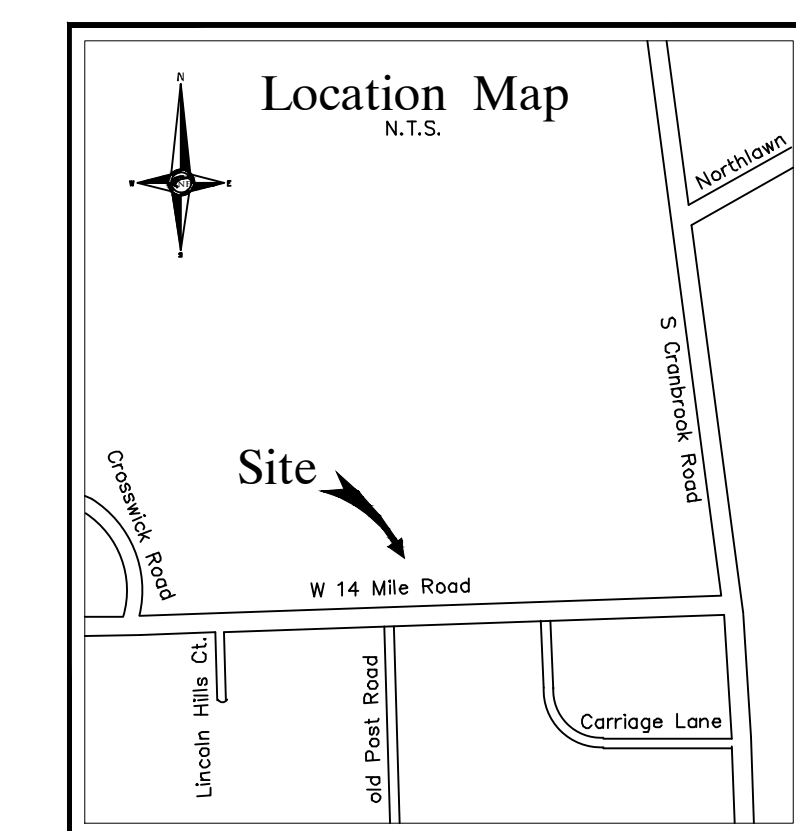
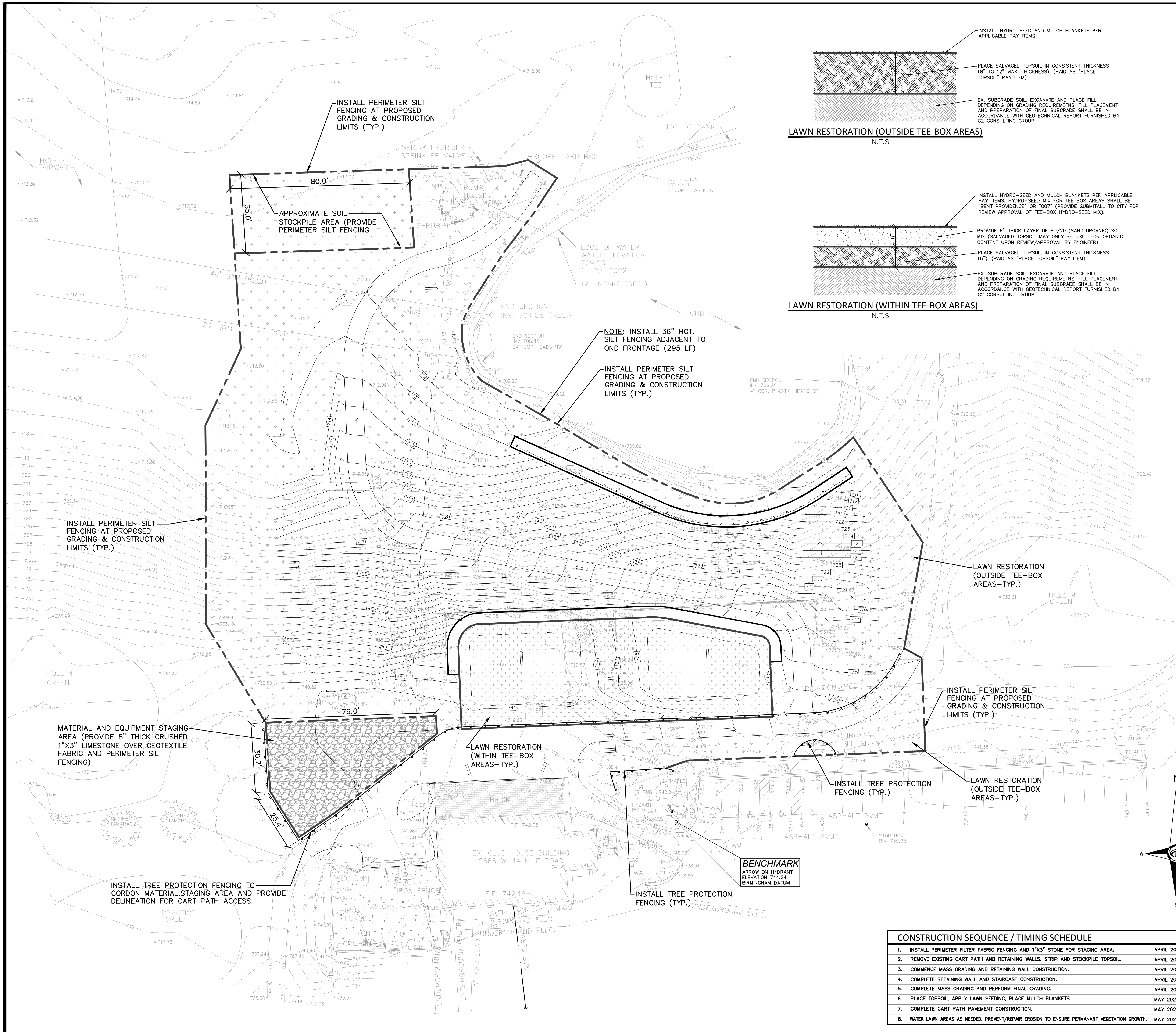
DATE	ISSUED/REVISED
01-04-23	RETAINING WALL COORDINATION
01-17-23	BIDS
01-27-23	ADDENDUM 1
02-16-23	RE-BID

DRAWN BY:
J. Lawrey
DESIGNED BY:
P. Tulikang
APPROVED BY:
P. Tulikang

DATE:
12-01-2022

SCALE: 1" = 20' / 1" = 2'

NFE JOB NO. SHEET NO.
N342 C06



SOIL EROSION CONTROL
 CUTTING, FILLING AND GRADING SHALL BE MINIMIZED AND THE NATURAL TOPOGRAPHY OF THE SITE SHALL BE PRESERVED TO THE MAXIMUM POSSIBLE EXTENT, EXCEPT WHERE SPECIFIC FINDINGS DEMONSTRATE THAT MAJOR ALTERATIONS WILL STILL MEET THE PURPOSES AND REQUIREMENTS OF THIS ORDINANCE.

DEVELOPMENT SHALL BE STAGED TO KEEP THE EXPOSED AREAS OF SOIL AS SMALL AS PRACTICABLE.
 SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED BETWEEN THE DISTURBED AREA AND ANY WATERCOURSES, INCLUDING RIVERS, STREAMS, CREEKS, LAKES, PONDS AND OTHER WATERCOURSES; WETLANDS; OR ROADWAYS ON OR NEAR THE SITE.

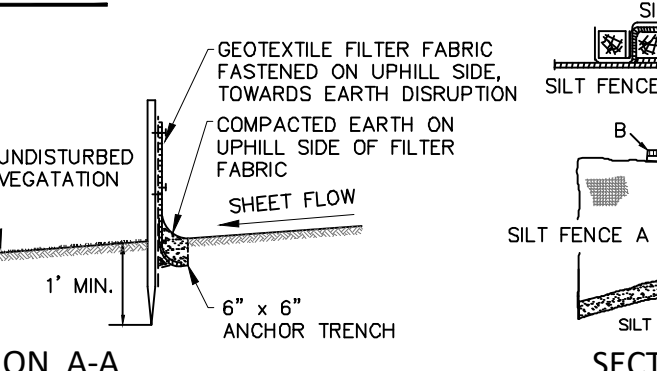
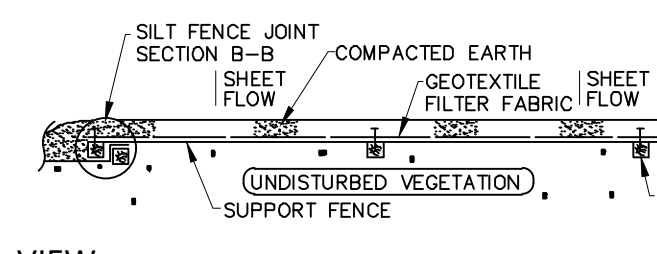
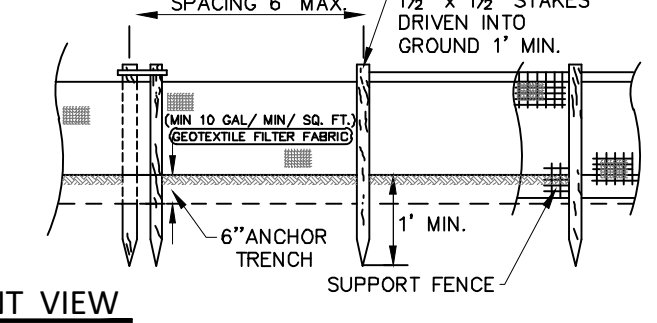
TEMPORARY AND PERMANENT SOIL EROSION CONTROL MEASURES DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR AWAY FROM THE SITE SHALL BE DESIGNED TO LIMIT THE WATER FLOW TO A NON-EROSIVE VELOCITY.
 TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AFTER PERMANENT SOIL EROSION CONTROL MEASURES HAVE BEEN IMPLEMENTED. ALL SITES SHALL BE STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES.

IF LAKES, PONDS, CREEKS, STREAMS, OR WETLANDS ARE LOCATED ON OR NEAR THE SITE, EROSION CONTROL MEASURES WHICH DIVERT RUNOFF AND TRAP SEDIMENT MUST BE PROVIDED AT STRATEGIC LOCATIONS. STRAW BALE BERM MAY BE USED AS TEMPORARY STORMWATER DIVERSION STRUCTURES, BUT WILL NOT BE CONSIDERED SUFFICIENT FOR TRAPPING SEDIMENT. THE USE OF SEDIMENT BASINS, FILTER FABRIC, VEGETATED BUFFER STRIPS, AND ROCK FILTERS IN LIEU OF STRAW BALE BERMS SHALL BE STRONGLY ENCOURAGED. OTHER MEASURES MAY BE REQUIRED IF REASONABLY DETERMINED TO BE NECESSARY TO PROTECT A WATERCOURSE OR WETLAND.

WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHEN SIGNIFICANT EARTH CHANGE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED.
 PERMANENT EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 15 (FIFTEEN) CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED.

VEGETATED BUFFER STRIPS SHALL BE CREATED OR RETAINED ALONG THE EDGES OF ALL LAKES, PONDS, CREEKS, STREAMS, OTHER WATERCOURSES, OR WETLANDS.
 EROSION AND SEDIMENTATION CONTROL MEASURES SHALL RECEIVE REGULAR MAINTENANCE TO ASSURE PROPER FUNCTIONING.

ALL GRADING PLANS AND SPECIFICATIONS, INCLUDING EXTENSIONS OF PREVIOUSLY APPROVED PLANS, SHALL INCLUDE PROVISIONS FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH, BUT NOT LIMITED TO, THE STANDARDS CONTAINED IN THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL", PUBLISHED BY THE OAKLAND SOIL CONSERVATION DISTRICT.



NOTES
 REFER TO THE WRC SOIL EROSION AND SEDIMENTATION CONTROL DETAIL SHEET FOR ALL ADDITIONAL NOTES & DETAILS (TYP.)
 A DISTANCE OF 0 FEET TO THE NEAREST BODY OF WATER (ON SITE POND).
 THE TOTAL AREA OF EARTH DISRUPTION IS 1.45 ACRES.
 THE SOIL EROSION CONTROLS WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY THE CONTACTOR
 A SOIL EROSION PERMIT IS REQUIRED FROM THE CITY OF BIRMINGHAM.

SOIL DATA
 THIS SITE CONSISTS OF MAP UNIT SYMBOL No. 68 SOILS ("COHOCTAH-FOX ASSOCIATION").
 BASED ON DATA PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE.

LEGEND

	INDICATES INSTALLATION OF SILT FABRIC FENCE (ALLOWABLE LIMITS OF EARTH DISTURBANCE & CONSTRUCTION).
	TOPSOIL PLACEMENT AND LAWN RESTORATION (WITHIN TEE-BOX AREAS)
	TOPSOIL PLACEMENT AND LAWN RESTORATION (OUTSIDE TEE-BOX AREAS)
	INSTALL TEMPORARY STAGING AREA (8" THICK 1"x3" CRUSHED LIMESTONE OVER GEOTEXTILE)

CONSTRUCTION SEQUENCE / TIMING SCHEDULE

1. INSTALL PERIMETER FILTER FABRIC FENCING AND 1"x3" STONE FOR STAGING AREA.	APRIL 2023
2. REMOVE EXISTING CART PATH AND RETAINING WALLS. STRIP AND STOCKPILE TOPSOIL.	APRIL 2023
3. COMMENCE MASS GRADING AND RETAINING WALL CONSTRUCTION.	APRIL 2023
4. COMPLETE RETAINING WALL AND STAIRCASE CONSTRUCTION.	APRIL 2023
5. COMPLETE MASS GRADING AND PERFORM FINAL GRADING.	APRIL 2023
6. PLACE TOPSOIL, APPLY LAWN SEEDING, PLACE MULCH BLANKETS.	MAY 2023
7. COMPLETE CART PATH PAVEMENT CONSTRUCTION.	MAY 2023
8. WATER LAWN AREAS AS NEEDED, PREVENT/REPAIR EROSION TO ENSURE PERMANENT VEGETATION GROWTH.	MAY 2023

NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 WWW.NOWAKFRAUS.COM

PAUL TULKANGAS
 ENGINEER
 NO. 057929
 STATE OF MICHIGAN
 (Professional Seal)

PROJECT
 Lincoln Hills Golf Course
 Hole #1 Tee-Box & Cart
 Path Improvements
 Contract #2-23(G)

CLIENT
 BIRMINGHAM
 A WALKABLE CITY
 Engineering Department
 151 Martin Street
 Birmingham, MI 48012

PROJECT LOCATION
 Part of the Southeast 1/4
 of Section 34
 T.2N, R.10E
 City of Birmingham,
 Oakland County, Michigan

SHEET
 Soil Erosion Control &
 Lawn Restoration Plan

811
 Know what's Below
 Call before you dig.

DATE	ISSUED/REVISED
01-04-23	RETAINING WALL COORDINATION
01-12-23	BIDS
01-27-23	ADDENDUM 1
02-16-23	RE-BID

DRAWN BY:
 J. Lawrey

DESIGNED BY:
 P. Tulkangas

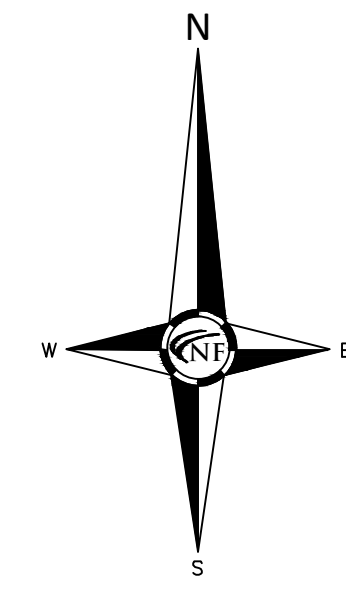
APPROVED BY:
 P. Tulkangas

DATE:
 12-01-2022

SCALE: 1" = 20'

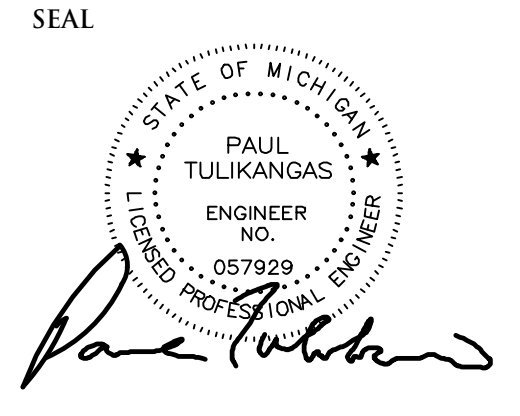
NFE JOB NO.: N342

SHEET NO.: C07



NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 WWW.NOWAKFRAUS.COM



PROJECT
 Lincoln Hills Golf Course
 Hole #1 Tee-Box & Cart
 Path Improvements
 Contract #2-23(G)

CLIENT

 Birmingham
 A WALKABLE CITY

Engineering Department
 151 Martin Street
 Birmingham, MI 48012

PROJECT LOCATION
 Part of the Southeast 1/4
 of Section 34
 T.2N, R.10E
 City of Birmingham,
 Oakland County, Michigan

SHEET
 Phasing and Temporary
 Staging Area within
 Parking Lot Plan



DATE	ISSUED/REVISED
01-04-23	RETAINING WALL COORDINATION
01-17-23	BIDS
01-27-23	ADDENDUM 1
02-16-23	RE-BID

DRAWN BY:
 J. Lawrey
 DESIGNED BY:
 P. Tulikangas
 APPROVED BY:
 P. Tulikangas

DATE:
 12-01-2022
 SCALE: 1" = 20'
 NFE JOB NO. N342 SHEET NO. C09

PHASING/STAGING LEGEND

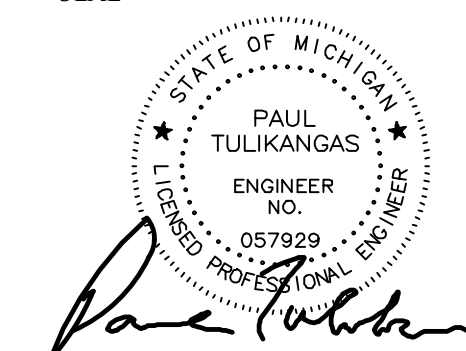
	TEMPORARY CHAIN LINK CONSTRUCTION FENCING
	TREE PROTECTION FENCING
	APPROXIMATE PHASE 1 PAVING AREA LIMITS
	APPROXIMATE PHASE 2 PAVING AREA LIMITS
	TEMPORARY AGGREGATE RAMP/ACCESS ROAD (8" 21AA OR 1"x3" LIMESTONE OVER GEOTEXTILE FABRIC)

LEGEND

	MANHOLE		EXISTING SANITARY SEWER
	HYDRANT		SAN. CLEAN OUT
	GATE VALVE		EXISTING WATERMAIN
	MANHOLE CATCH BASIN		EX. R. Y. CATCH BASIN
	UTILITY POLE		EXISTING BURIED CABLES
	GUY POLE		OVERHEAD LINES
	GUY WIRE		LIGHT POLE
	SIGN		EXISTING GAS MAIN
	C.O.		PR. SANITARY SEWER
	HYDRANT		PR. WATER MAIN
	INLET		PR. STORM SEWER
	C.B.		PR. R. Y. CATCH BASIN
	MANHOLE		PROPOSED LIGHT POLE

NO.	ITEM DESCRIPTION	PAY UNIT	TOTAL QUANTITY
DEMOLITION & EARTHWORK PAY ITEMS			
1	Remove Ex. Asphalt Pavement Full Depth (sawcutting included)	SY	805
2	Remove Ex. Timber Retaining Walls	LS	1
3	Remove Ex. Tree & Stumps	LS	1
4	Remove Ex. Staircase	LS	1
5	Tree Protection Fencing	LF	420
6	Strip and Stockpile Topsoil	LS	1
7	Earthwork Balancing & Embankment	LS	1
8	Irrigation Allowance	LS	1
SUBTOTAL DEMOLITION & EARTHWORK PAY ITEMS			
RETAINING WALL PAY ITEMS			
9	Engineered Block Retaining Wall	FSF	2,400
10	Safety Fencing at Retaining Wall B	LF	165
SUBTOTAL RETAINING WALL PAY ITEMS			
PAVING PAY ITEMS			
11	Aggregate Base, MDOT 21AA Limestone, 6"	SY	1,100
12	Bituminous Mixture No. 5E1 (1.5" Top Course)	TON	78
13	Bituminous Mixture No. 4E1 (2.0" Leveling Course)	TON	110
14	Concrete Sidewalk, 4"	SF	35
15	Install Bench (Materials provided by City)	LS	1
SUBTOTAL PAVING PAY ITEMS			
SOIL EROSION AND LAWN RESTORATION PAY ITEMS			
16	Silt Fabric Fencing, 24" Height	LF	1,000
17	Silt Fabric Fencing, 36" Height	LF	295
18	Temporary Staging Area within Construction Limits	SY	270
19	Temporary Staging Area within Parking Lot	LS	1
20	Mulch Blankets	SY	5,565
21	Place Topsoil	SY	5,565
22	Lawn Restoration (Outside Tee-Box Areas)	SY	4,880
23	Lawn Restoration (Within Tee-Box Areas)	SY	685
SUBTOTAL SOIL EROSION AND LAWN RESTORATION PAY ITEMS			
GENERAL PAY ITEMS			
24	Mobilization (Max. 5% of Bid)	LS	1
25	Install New 2" Conduit and Replace Pump House Electrical Service	LF	150
26	Inspector Crew Days	DAYS	-
SUBTOTAL GENERAL PAY ITEMS			

SEAL



PROJECT
 Lincoln Hills Golf Course
 Hole #1 Tee-Box & Cart
 Path Improvements
 Contract #2-23(G)

CLIENT



Engineering Department
 151 Martin Street
 Birmingham, MI 48012

PROJECT LOCATION

Part of the Southeast 1/4
 of Section 34
 T.2N, R.10E
 City of Birmingham,
 Oakland County, Michigan

SHEET

Quantities



Know what's below
 Call before you dig.

DATE ISSUED/REVISED
 01-04-23 RETAINING WALL COORDINATION
 01-17-23 BIDS
 01-27-23 ADDENDUM 1
 02-16-23 RE-BID

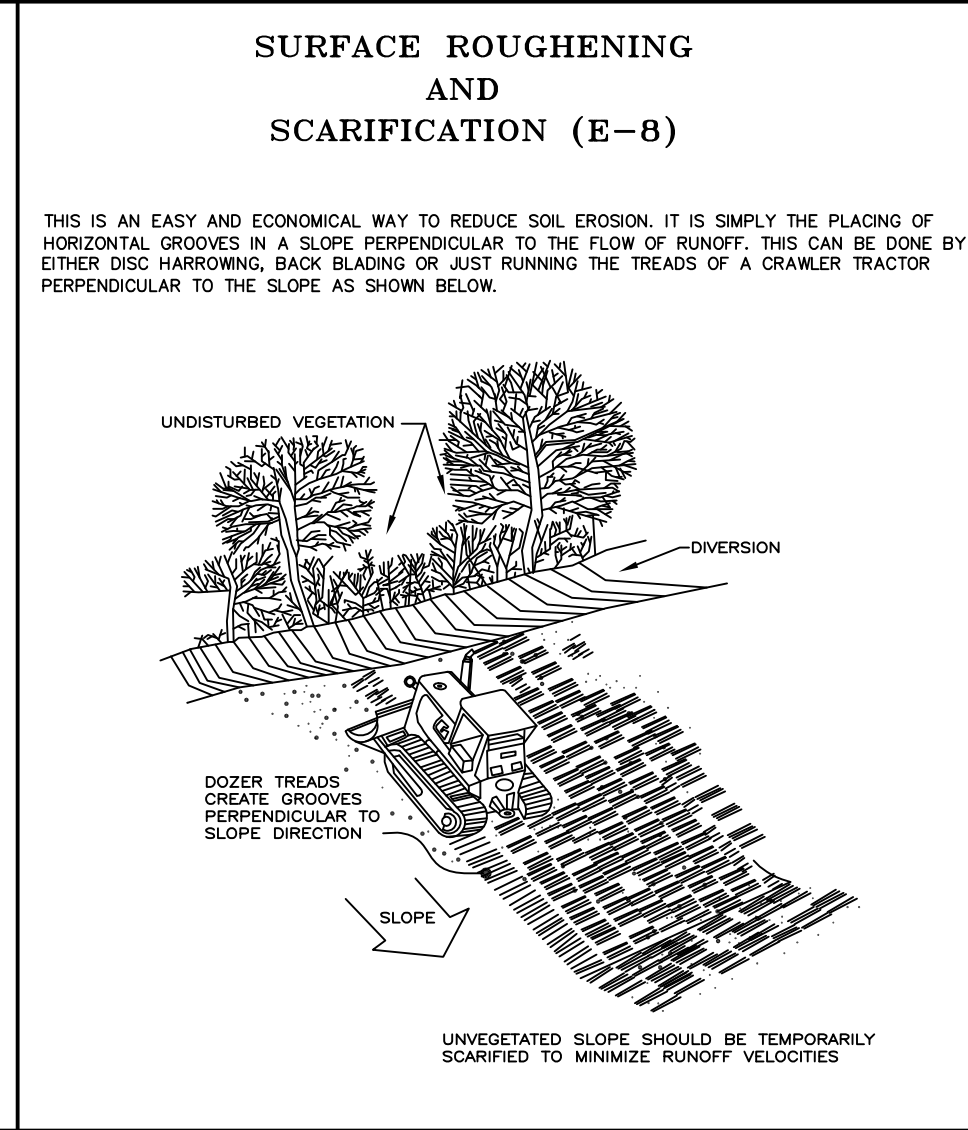
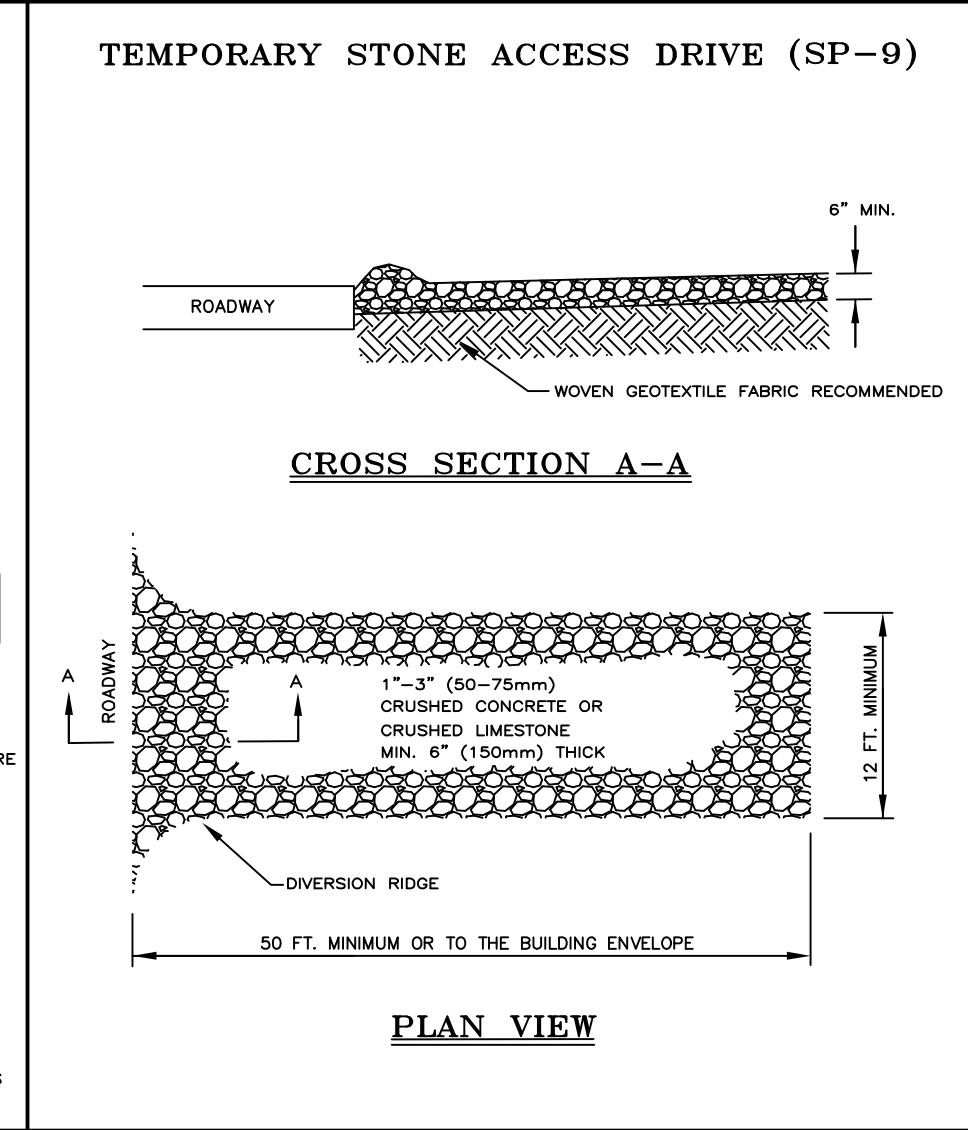
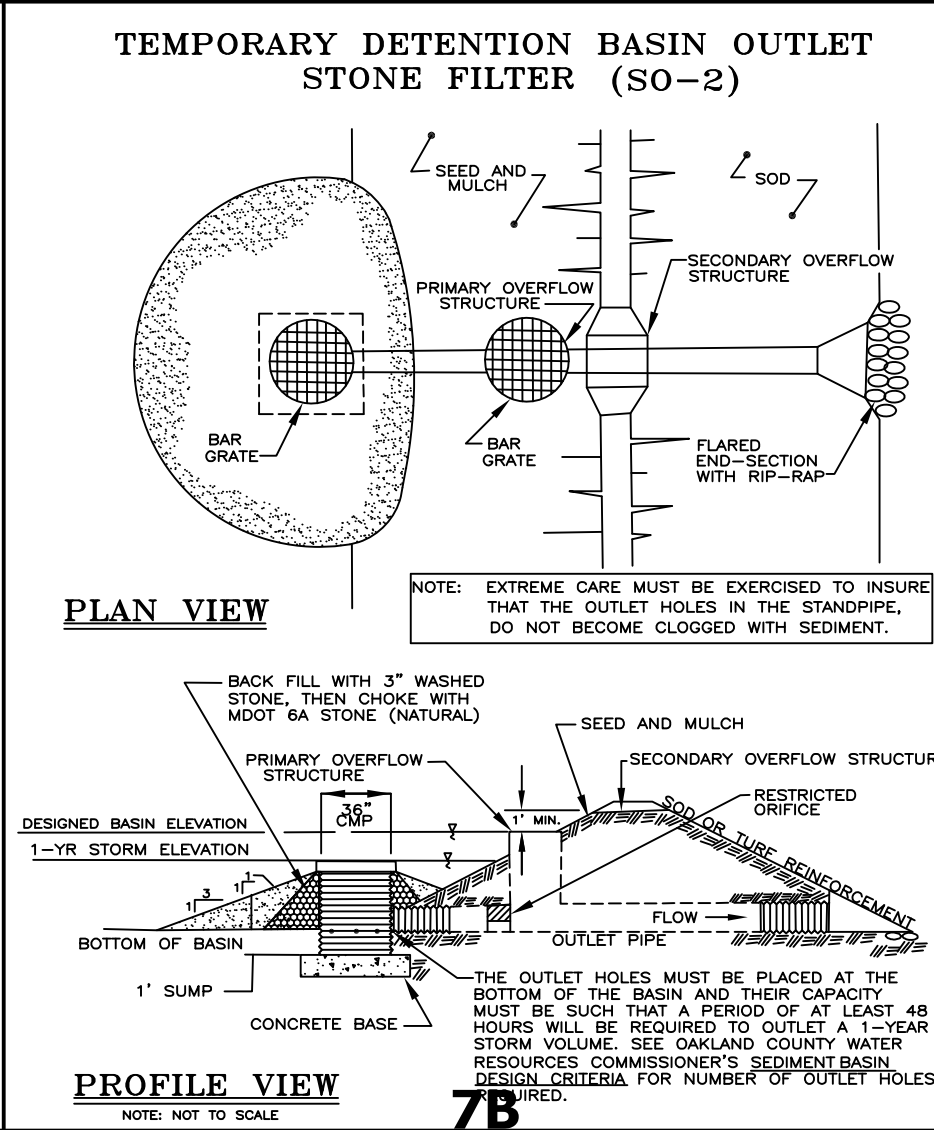
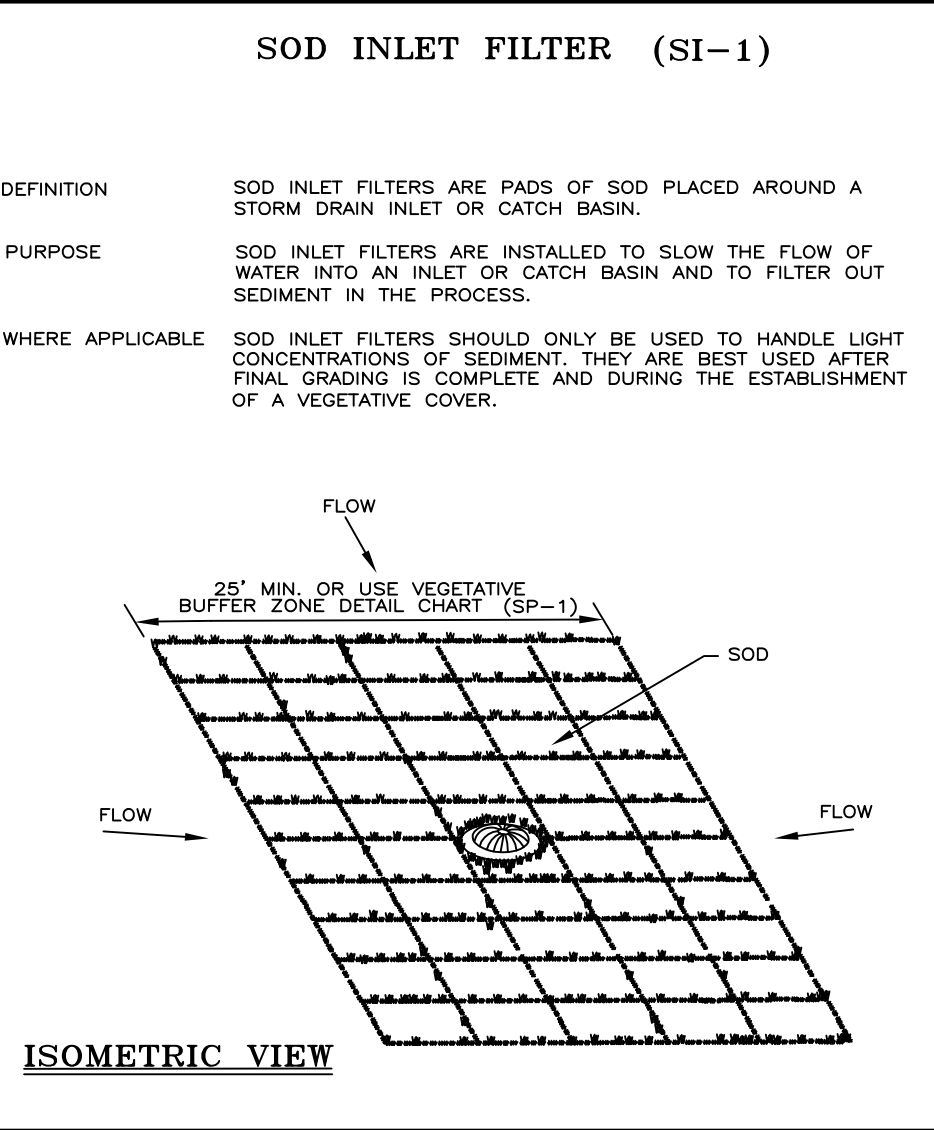
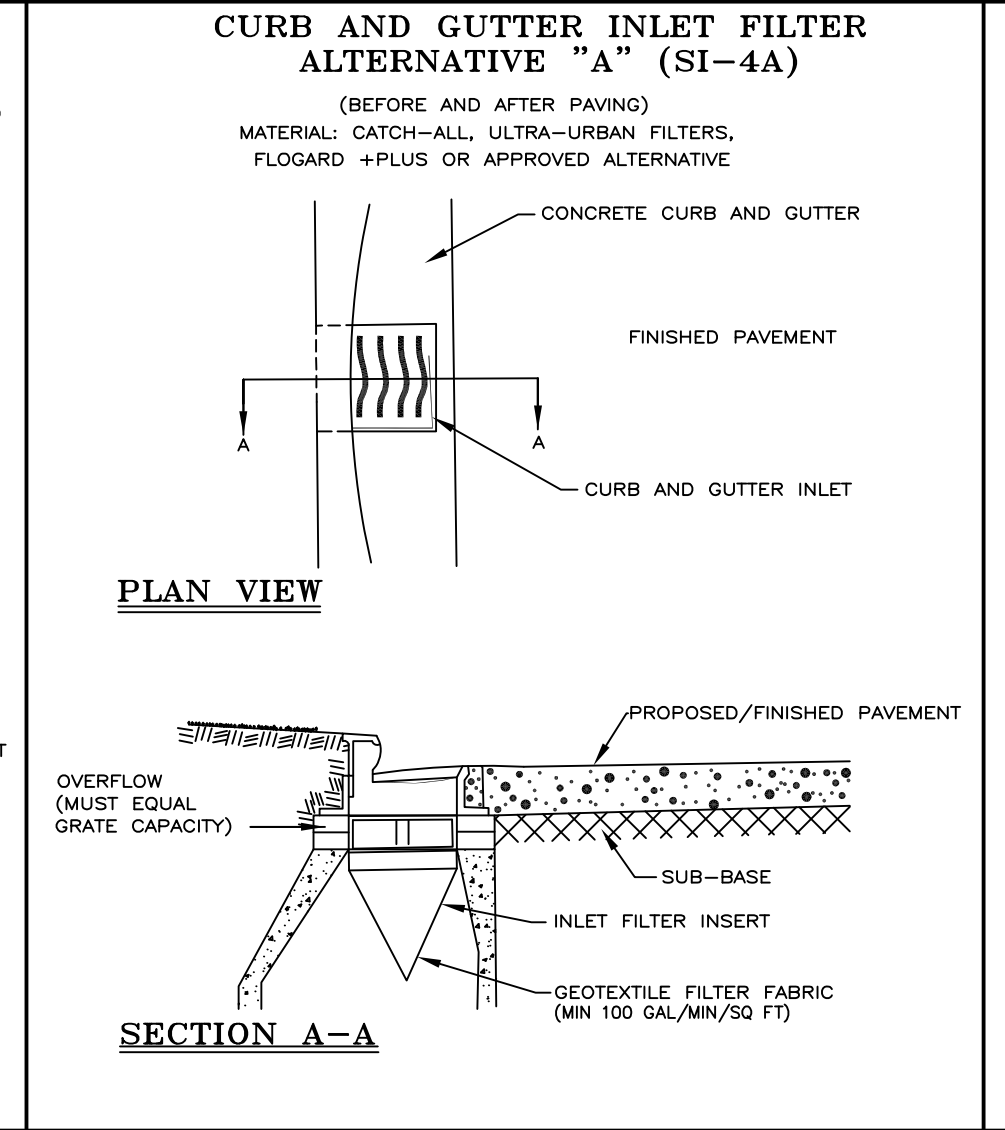
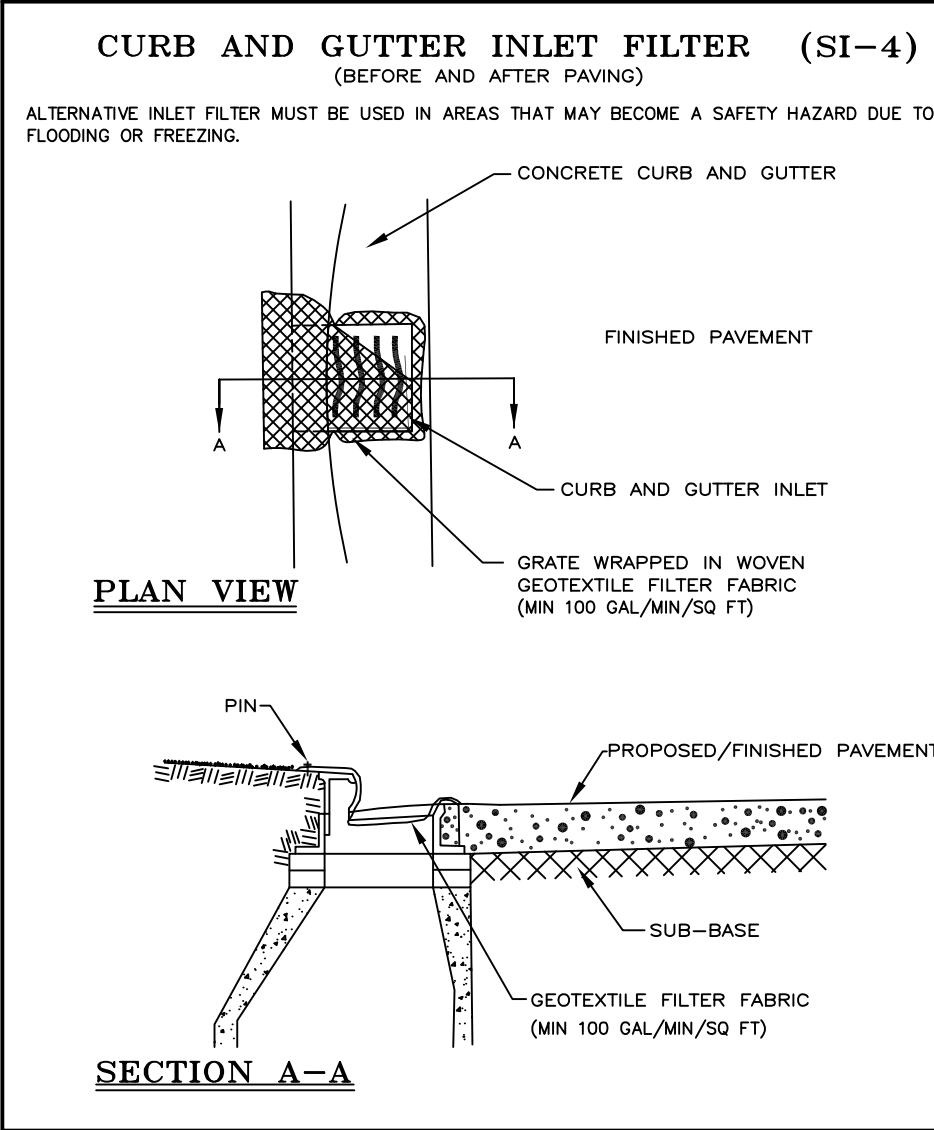
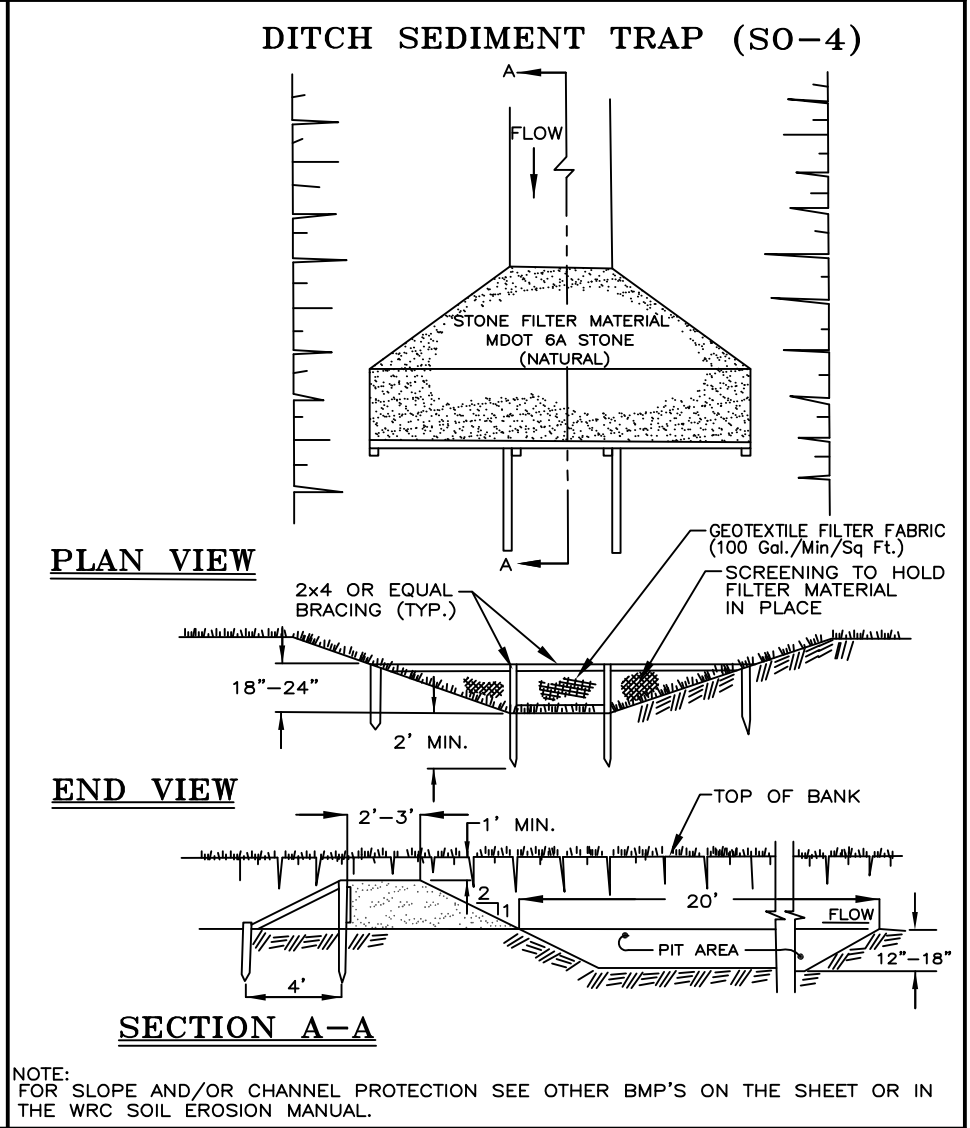
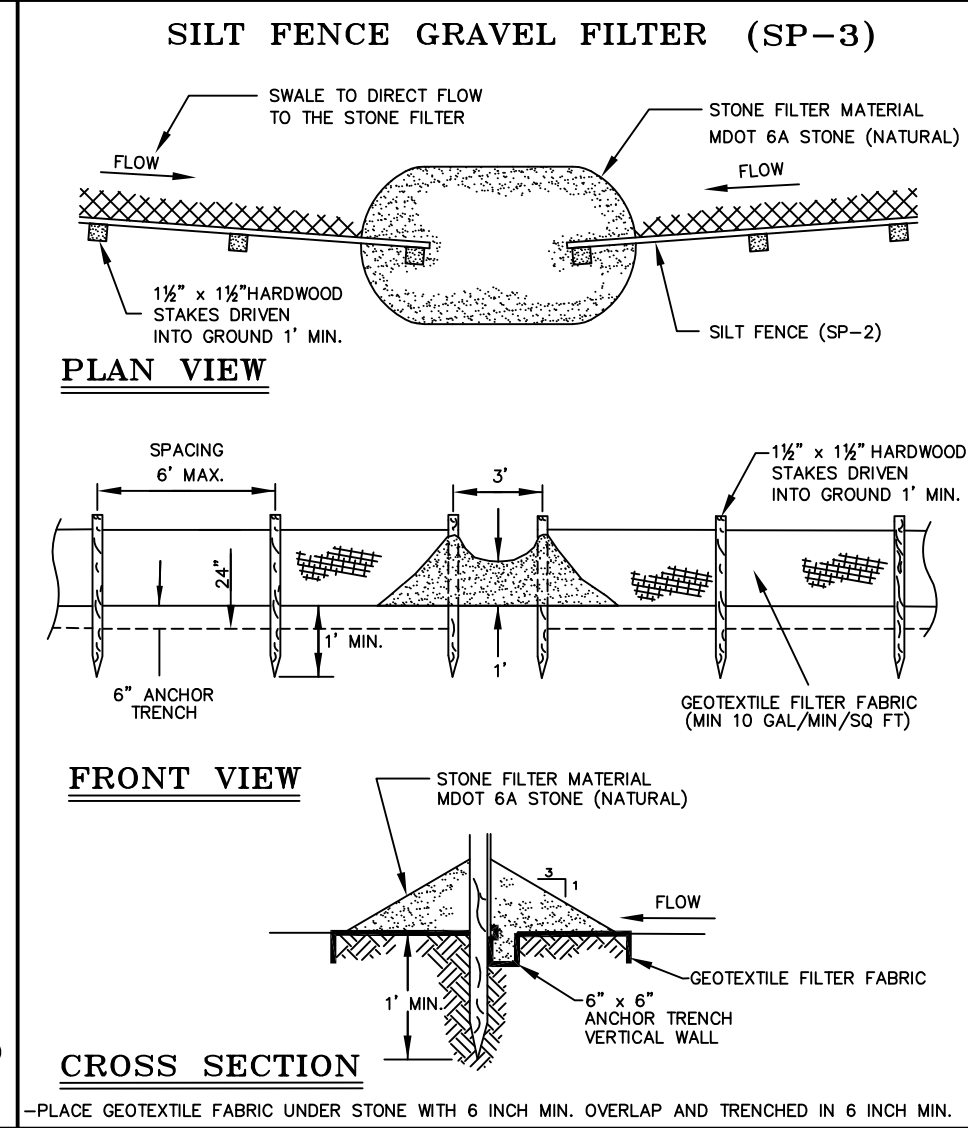
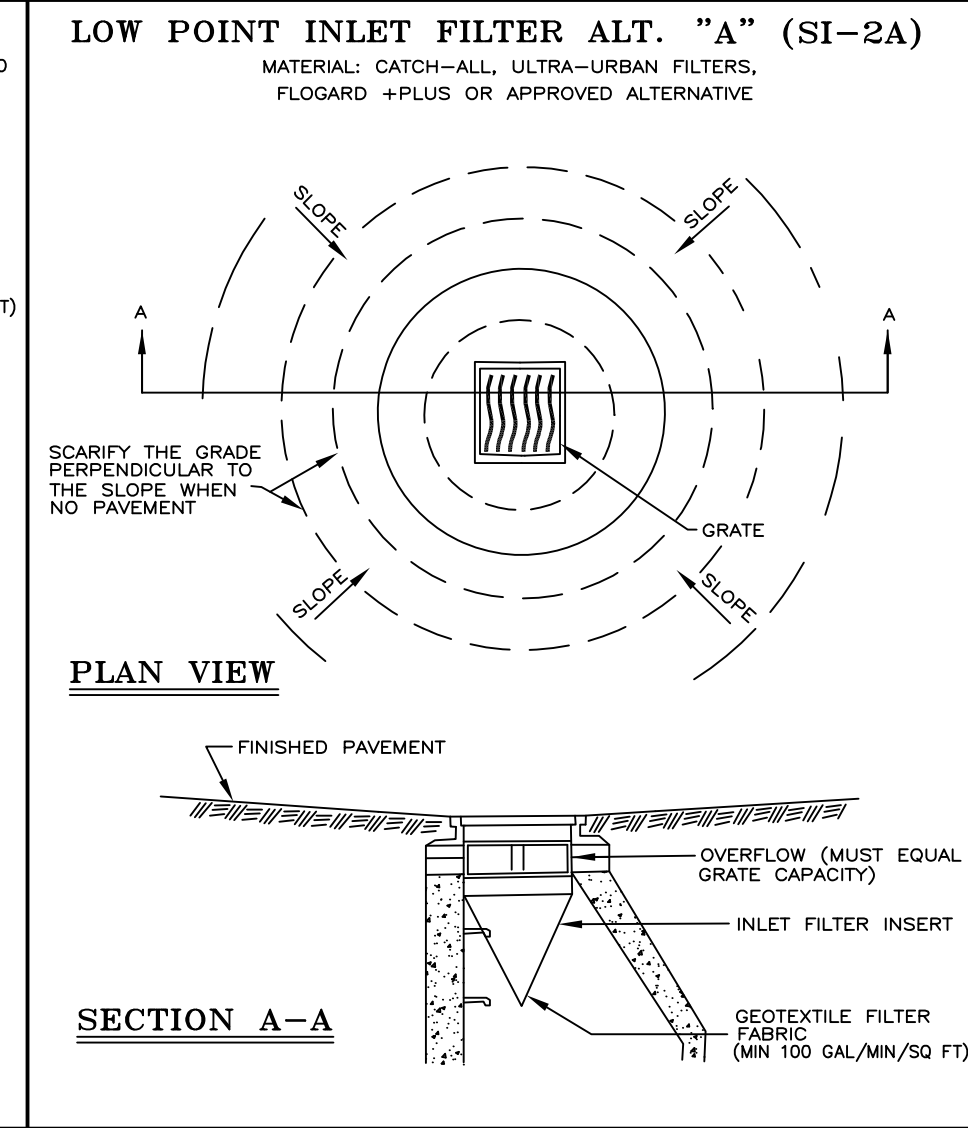
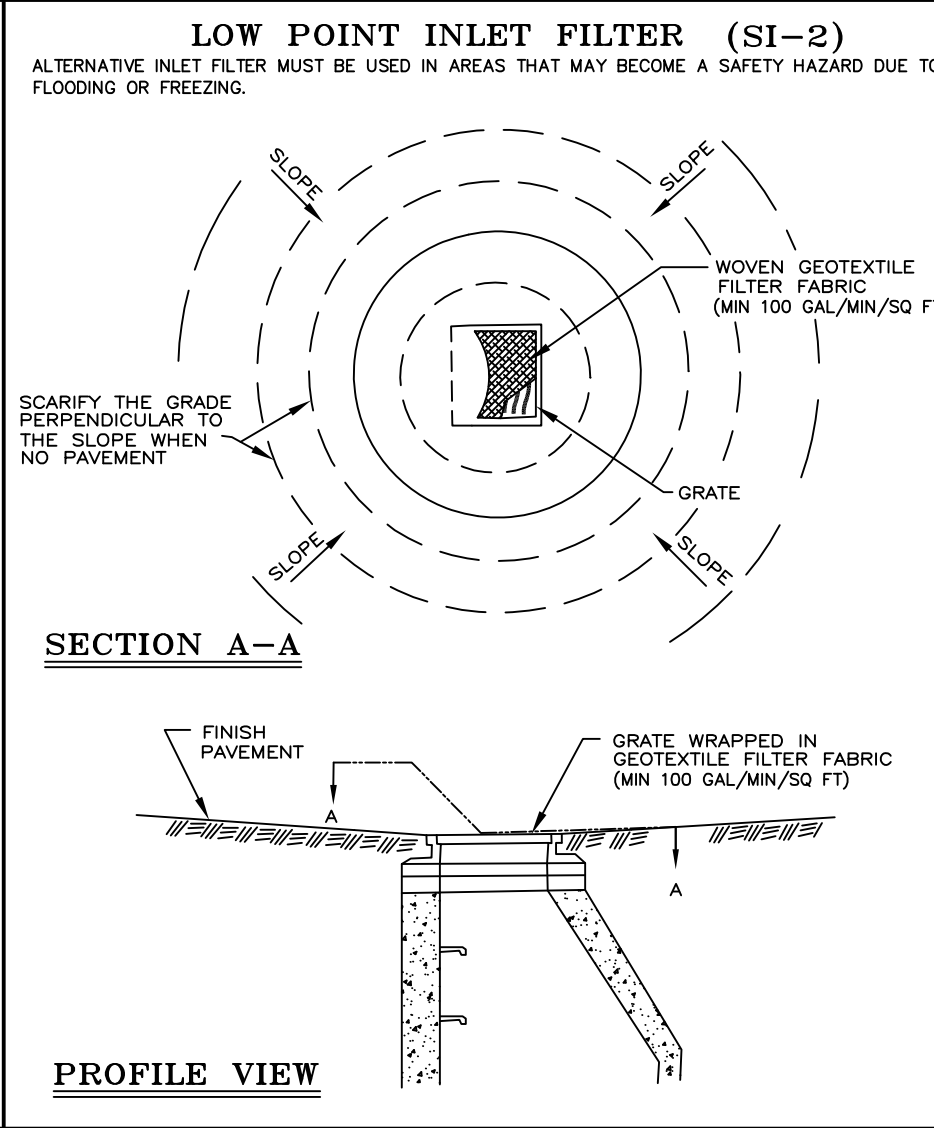
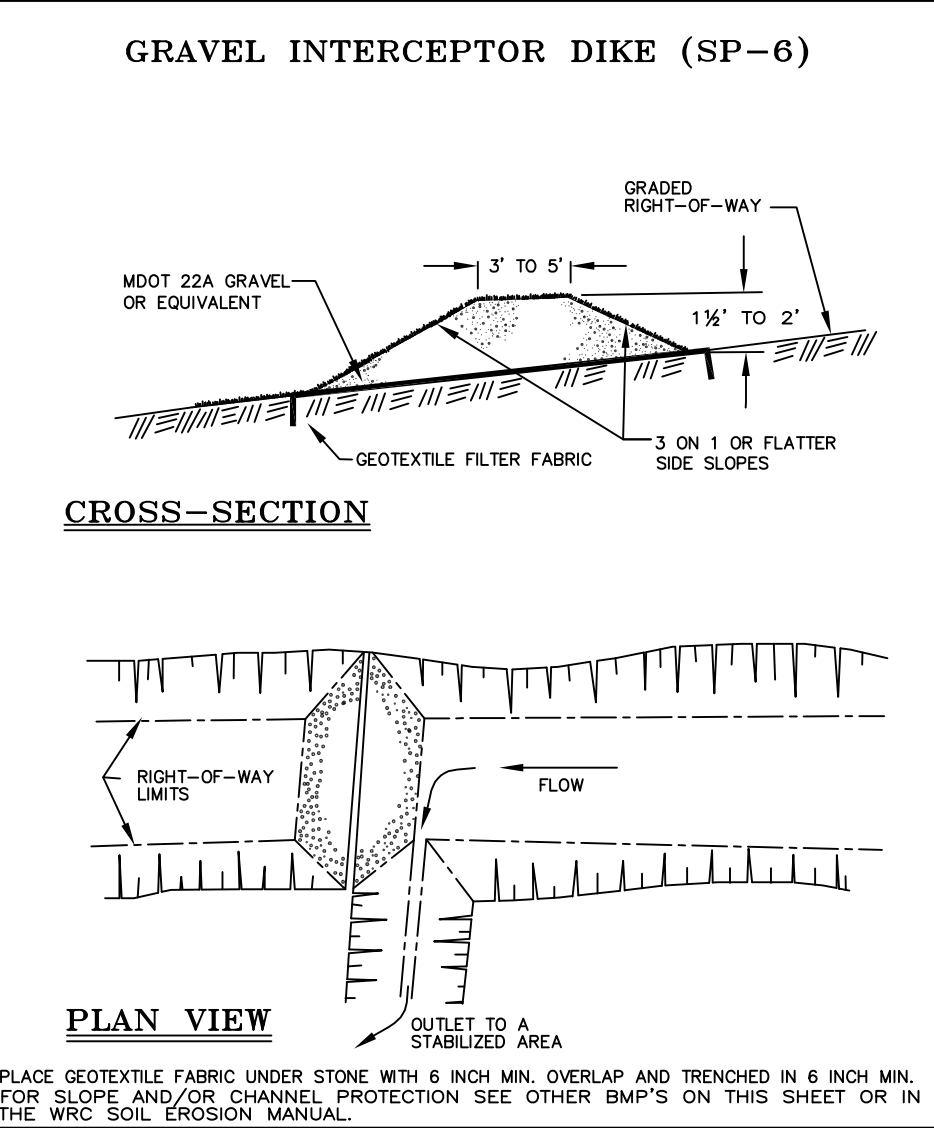
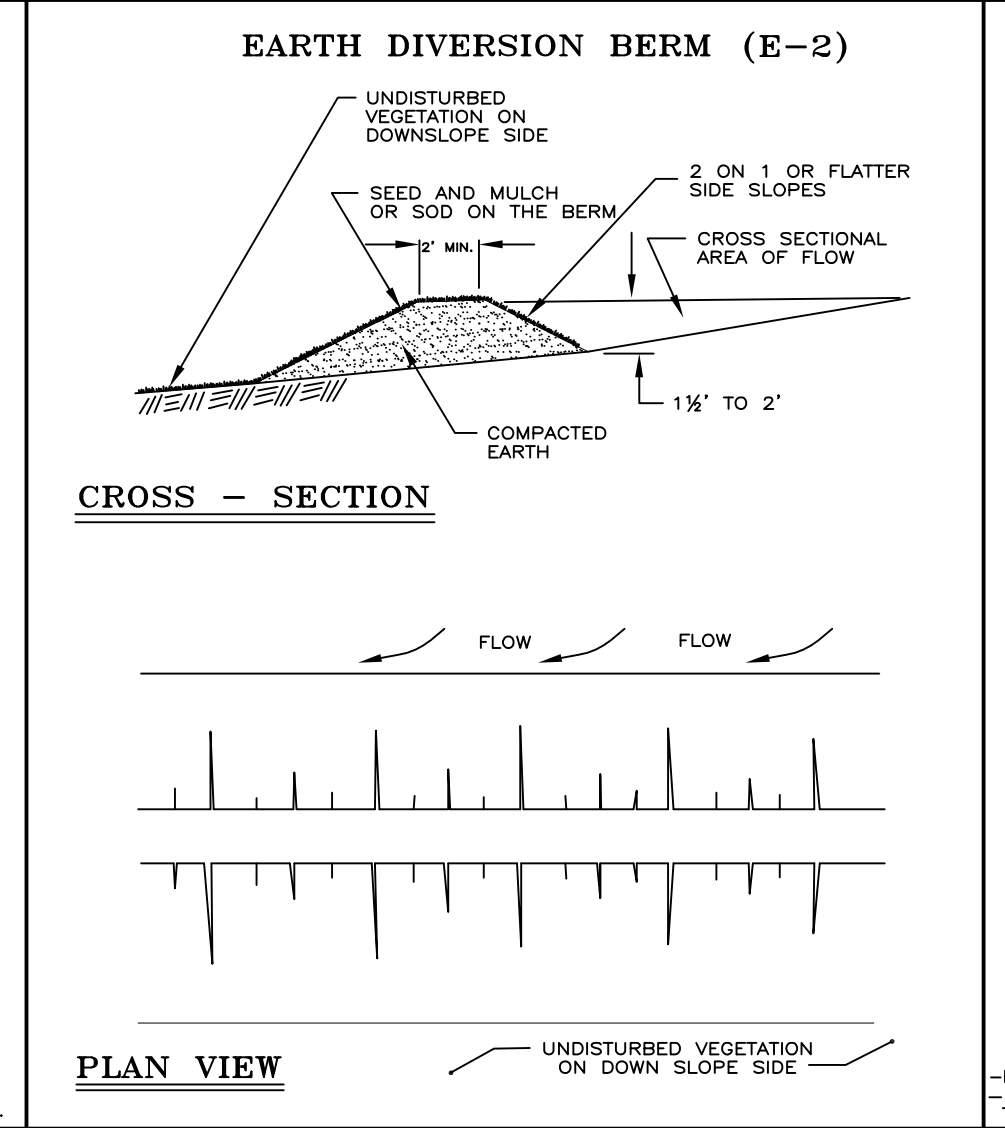
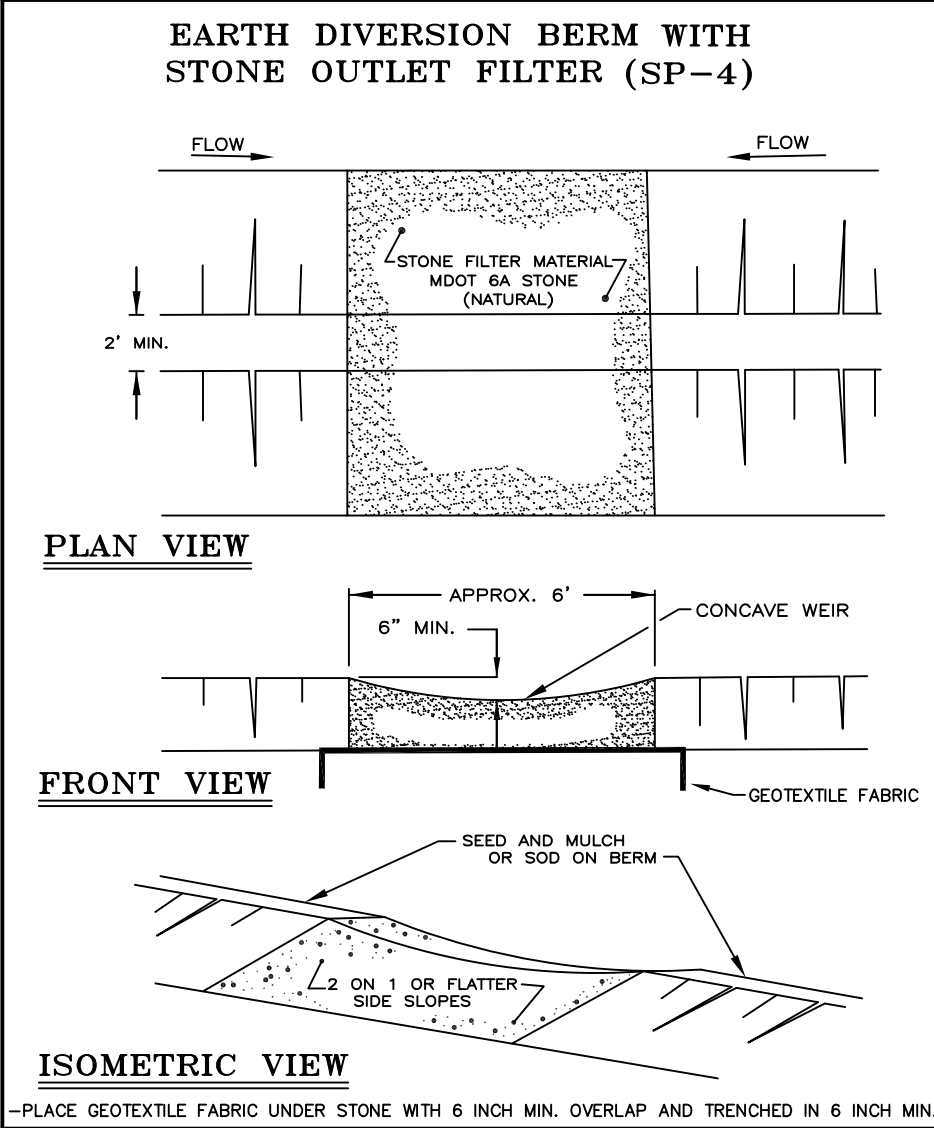
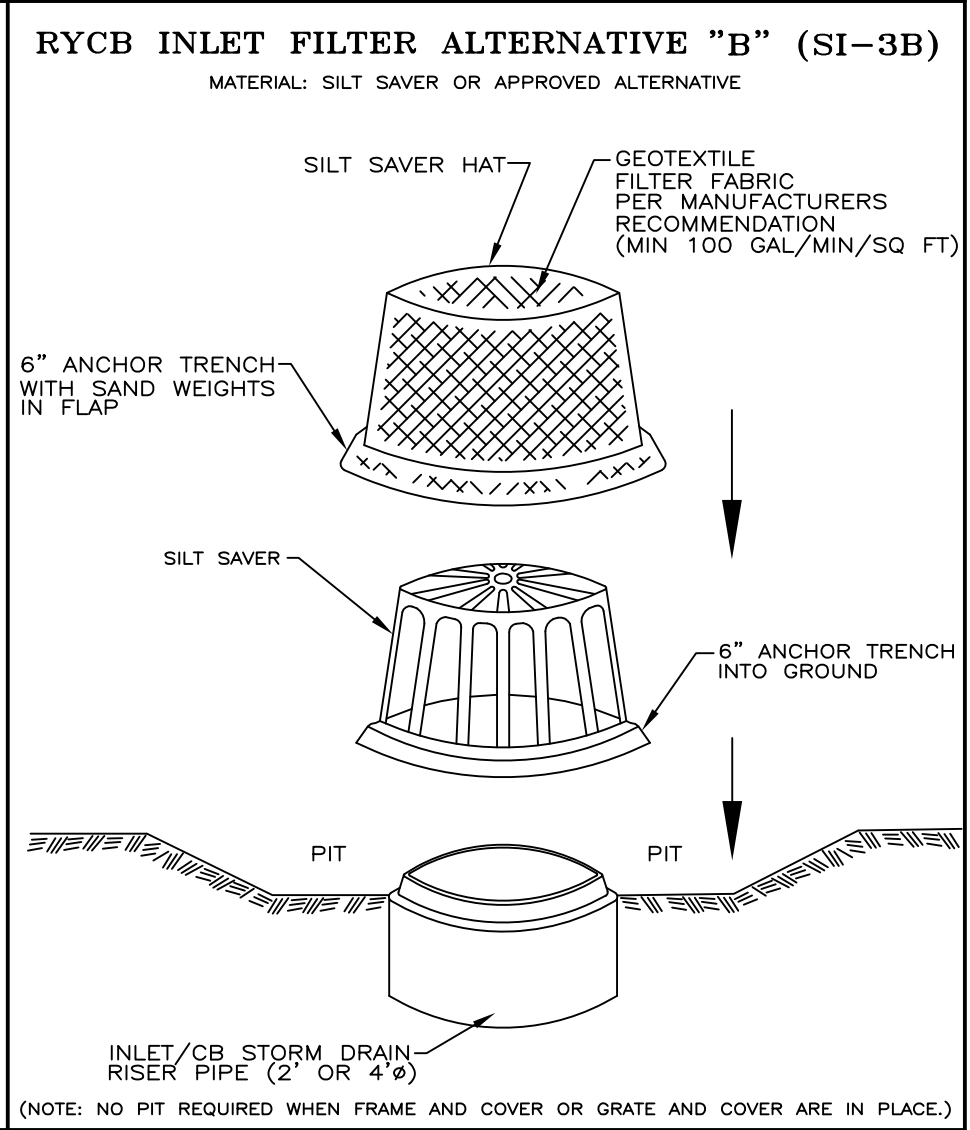
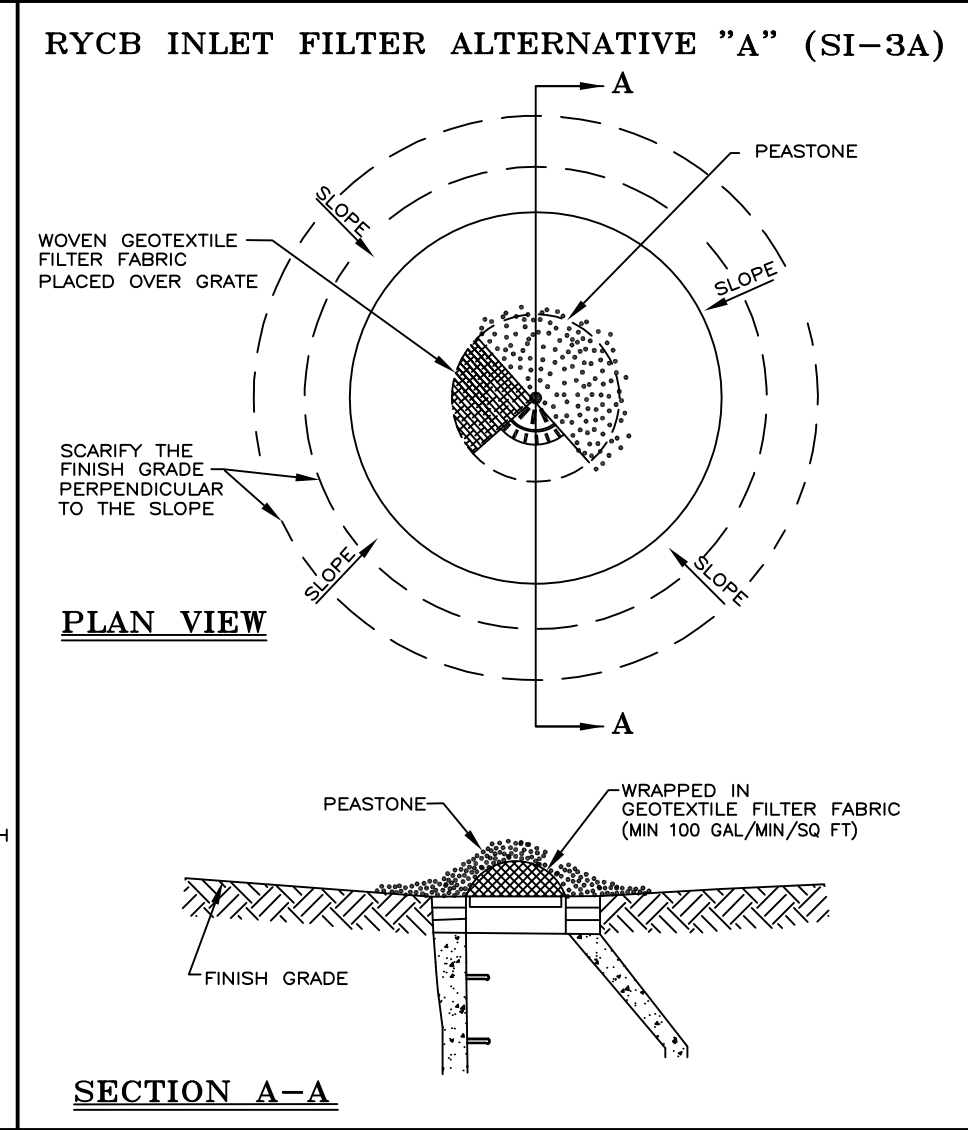
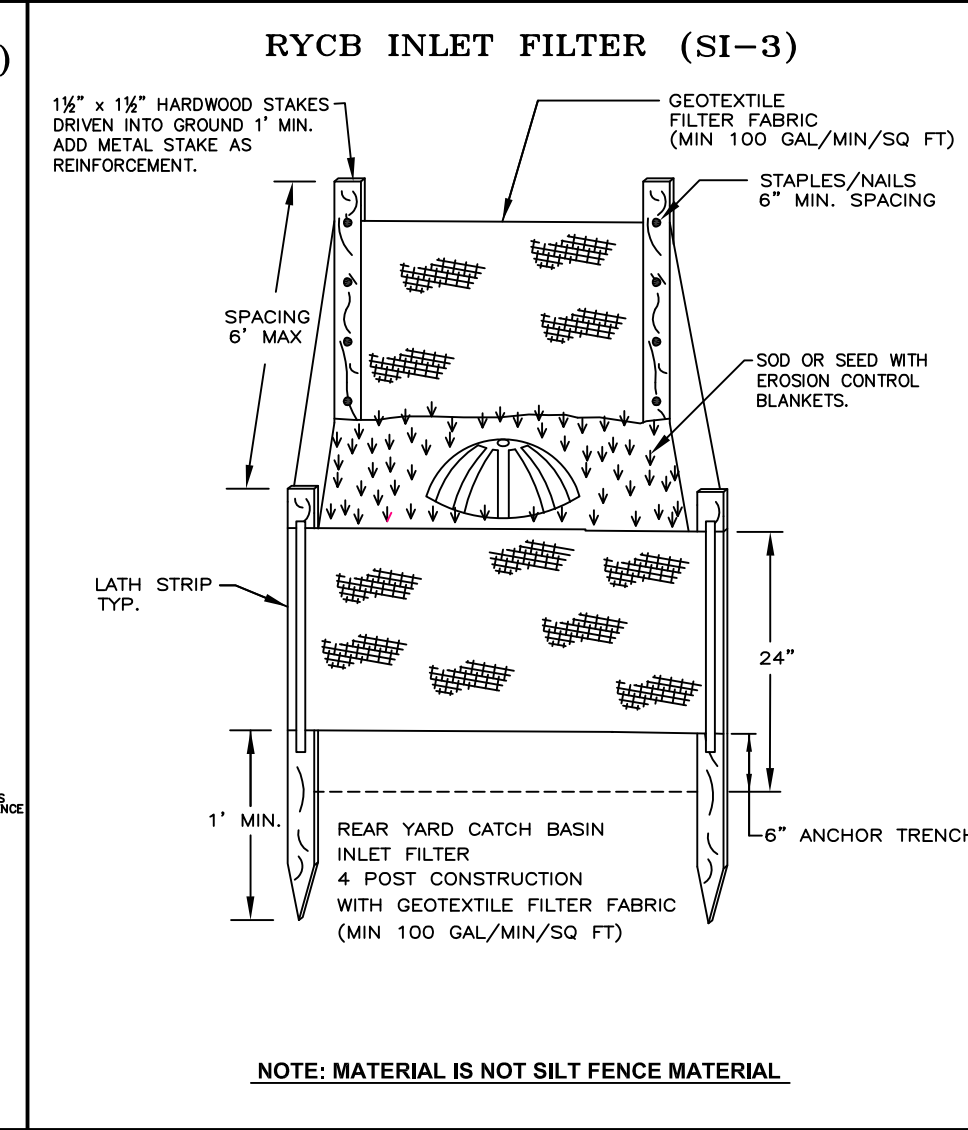
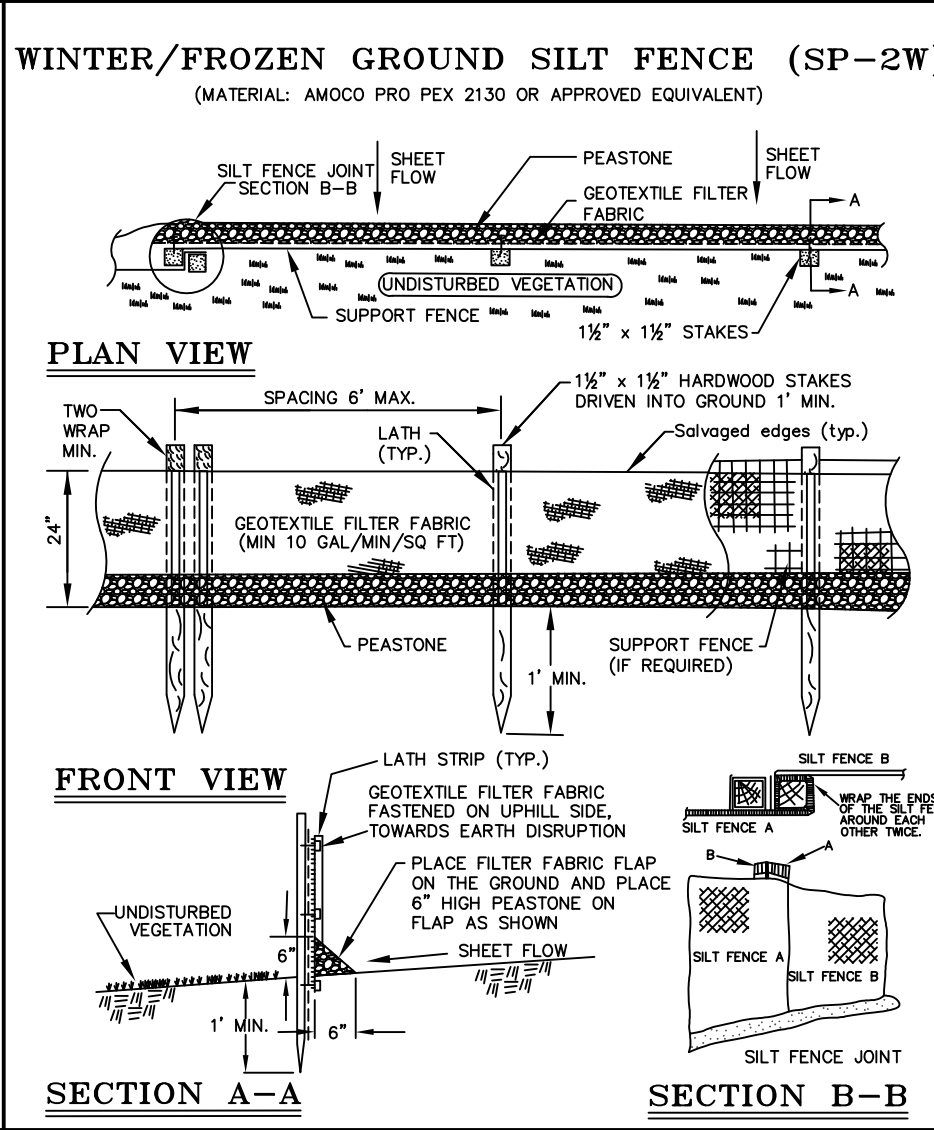
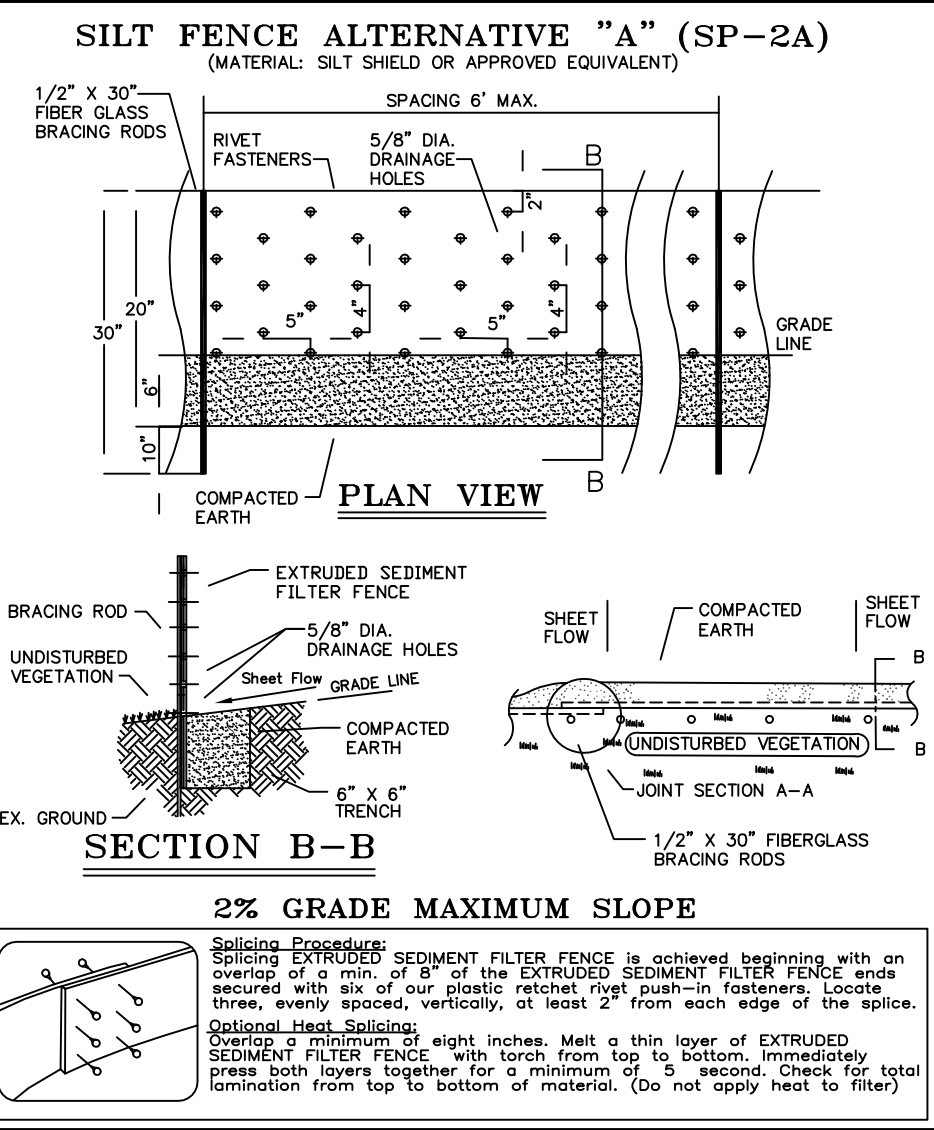
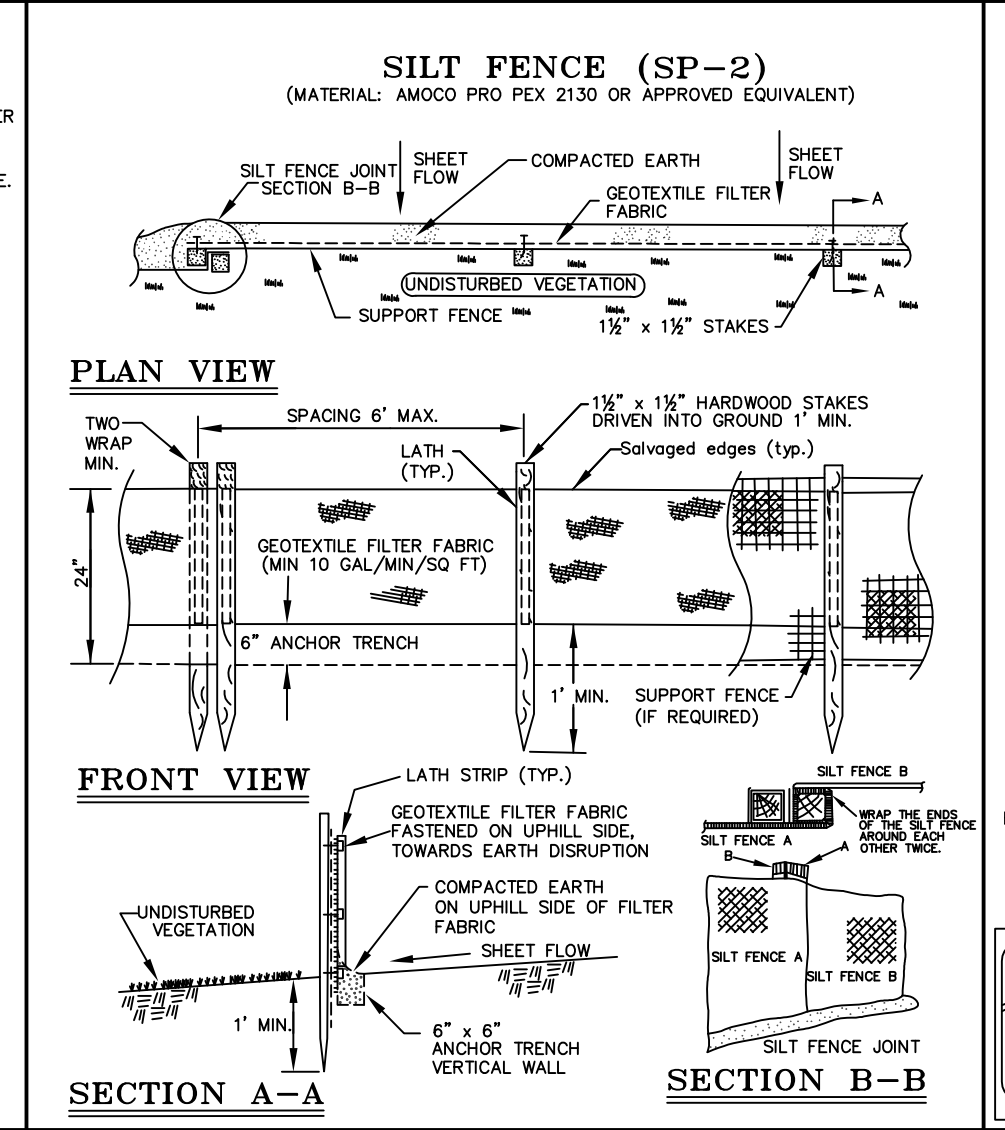
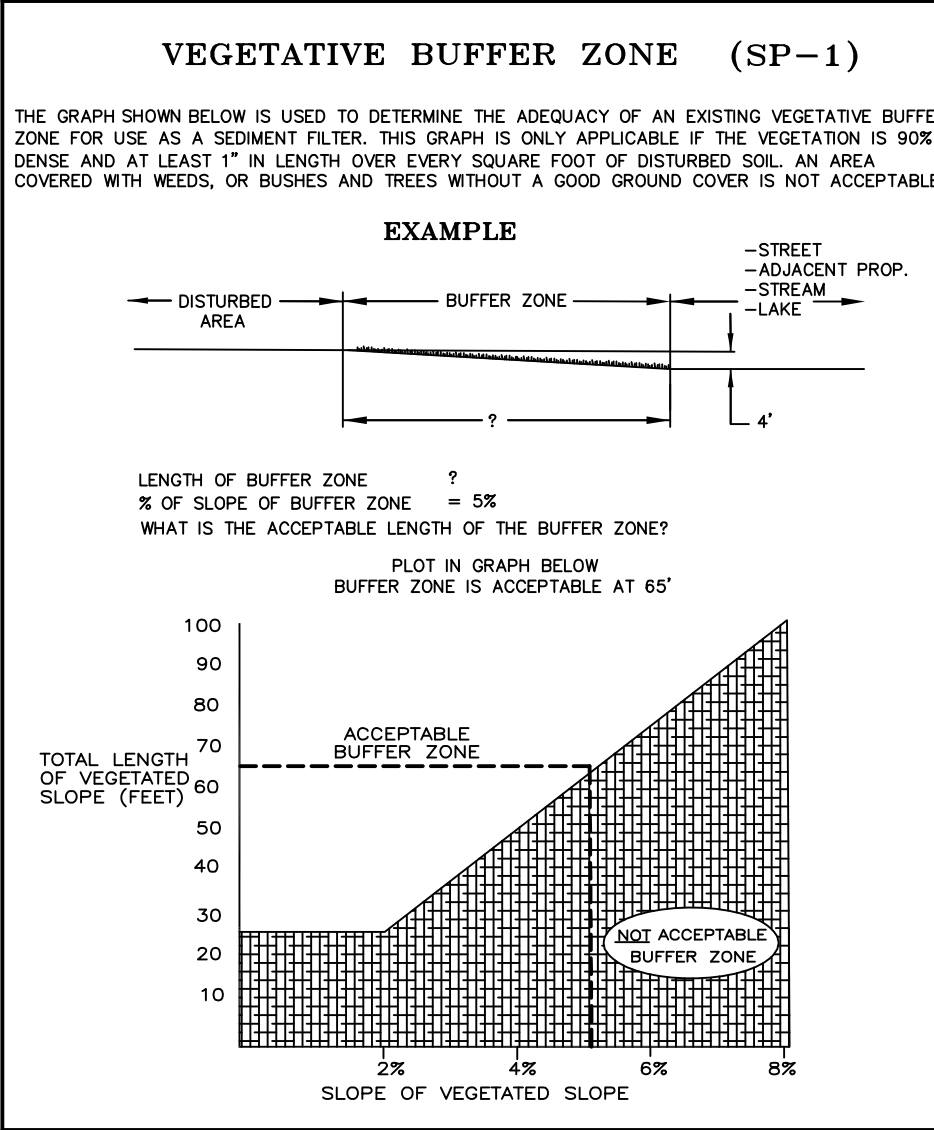
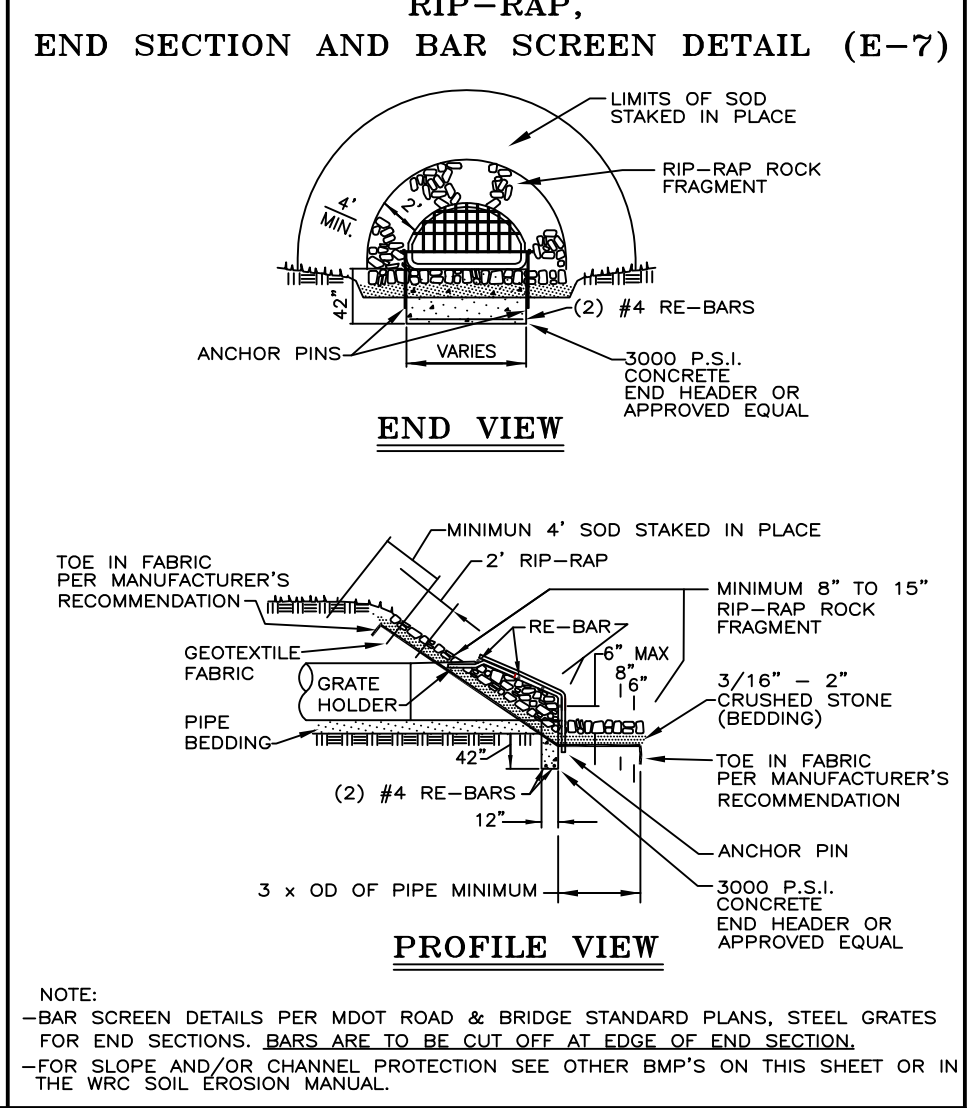
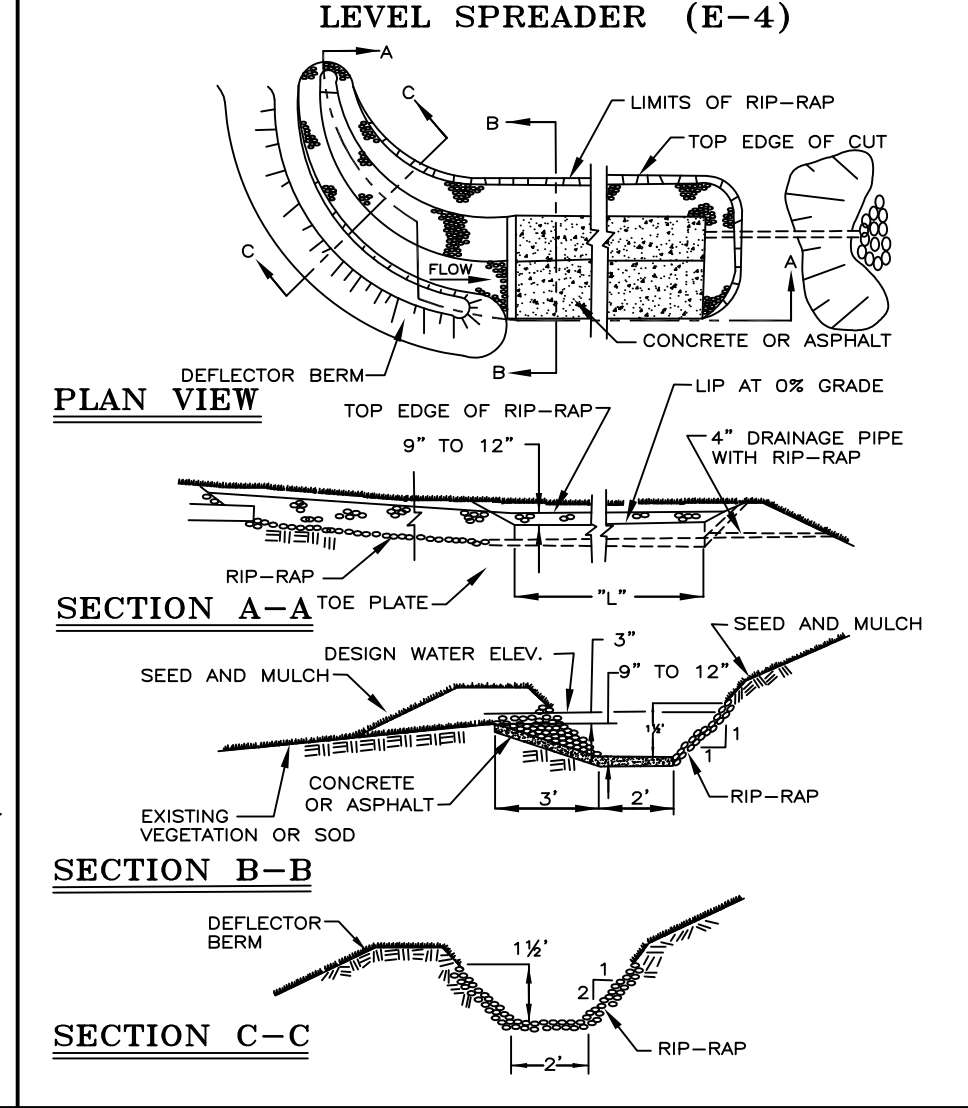
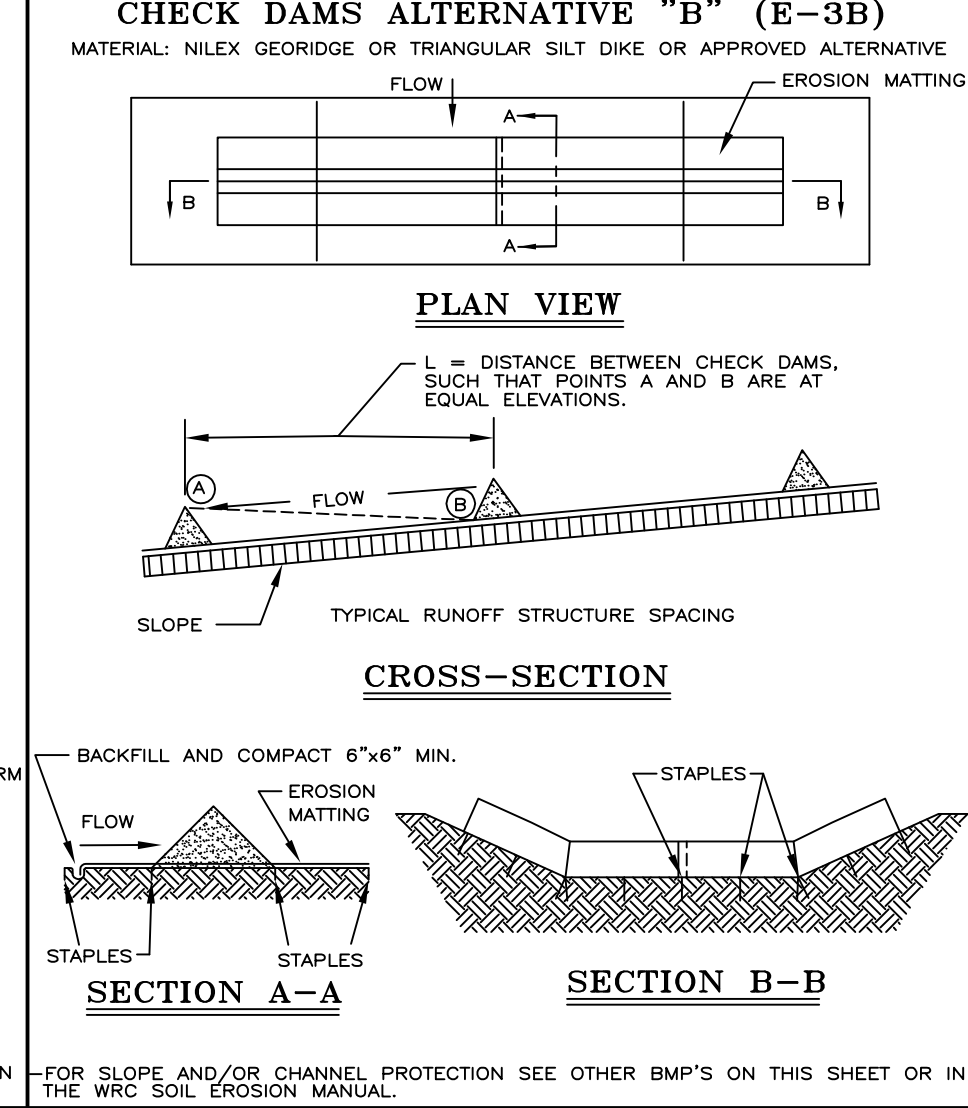
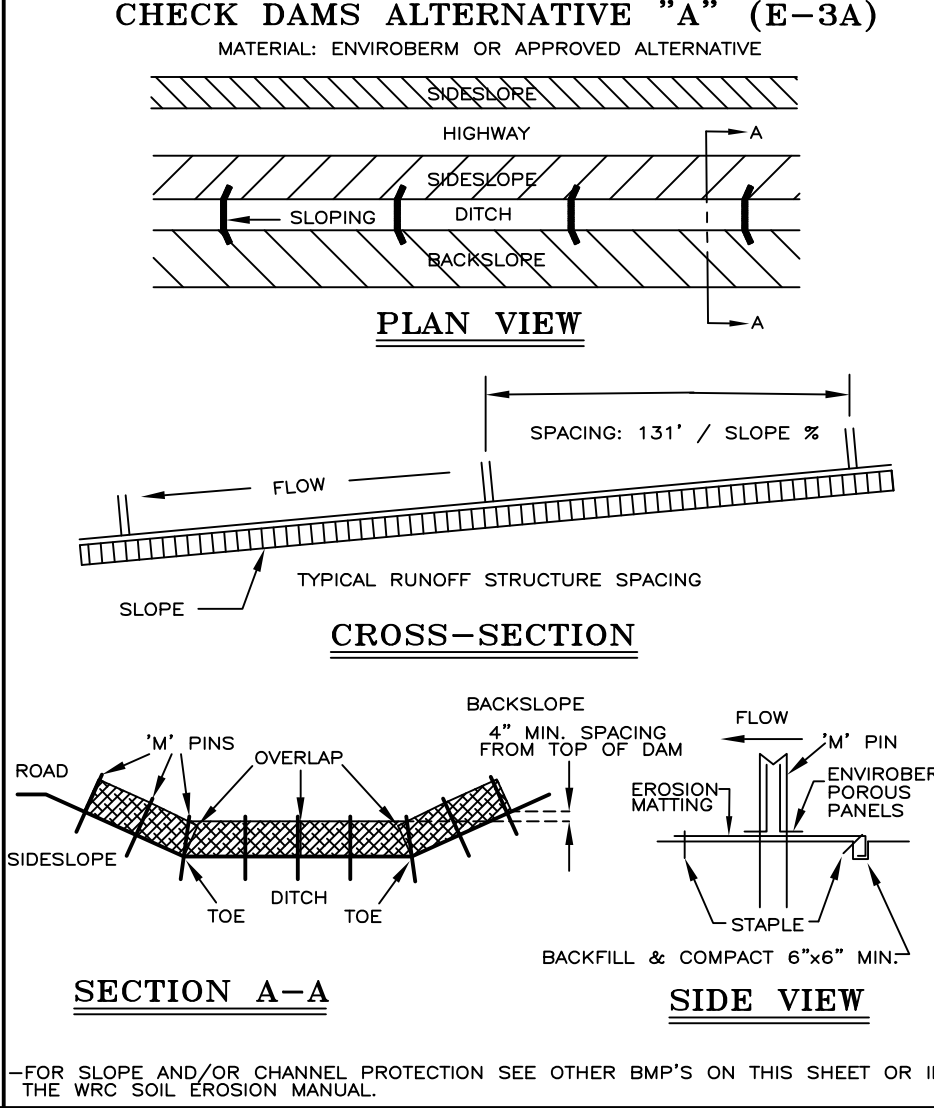
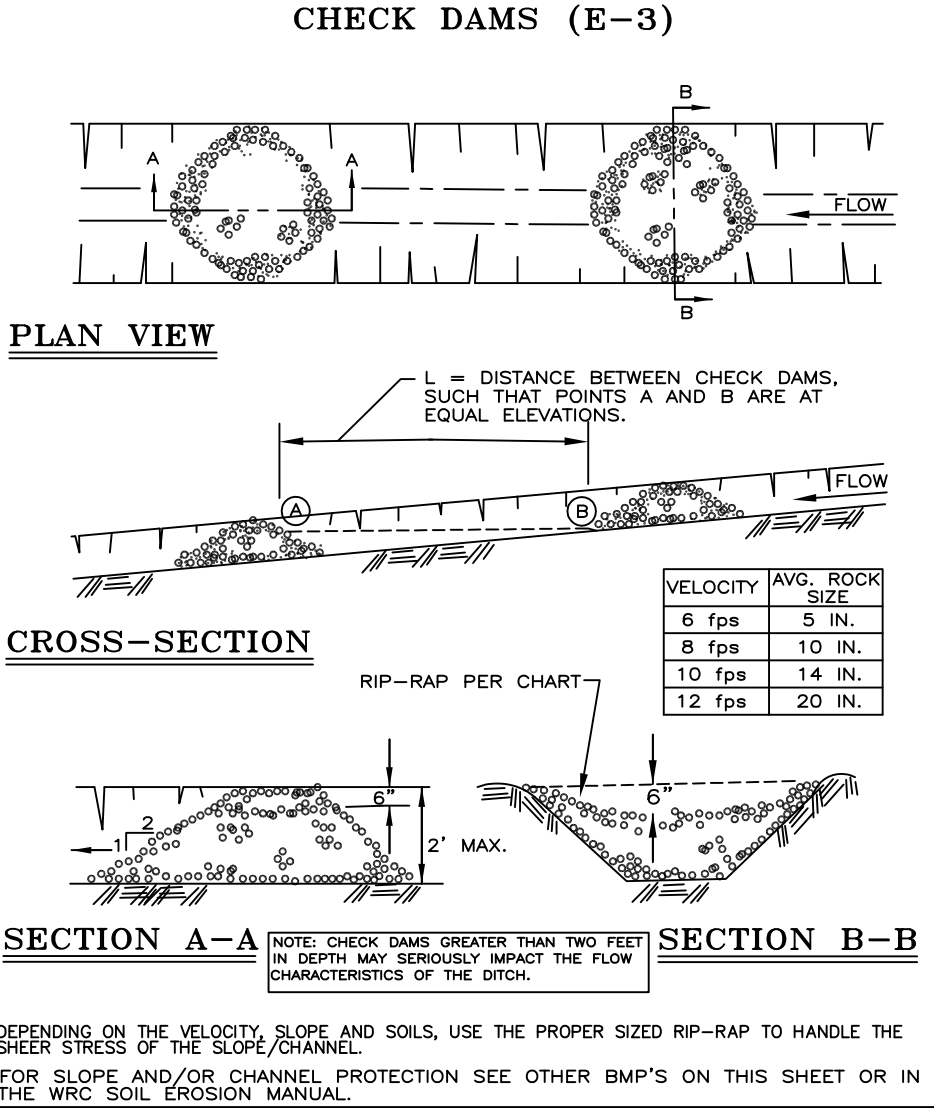
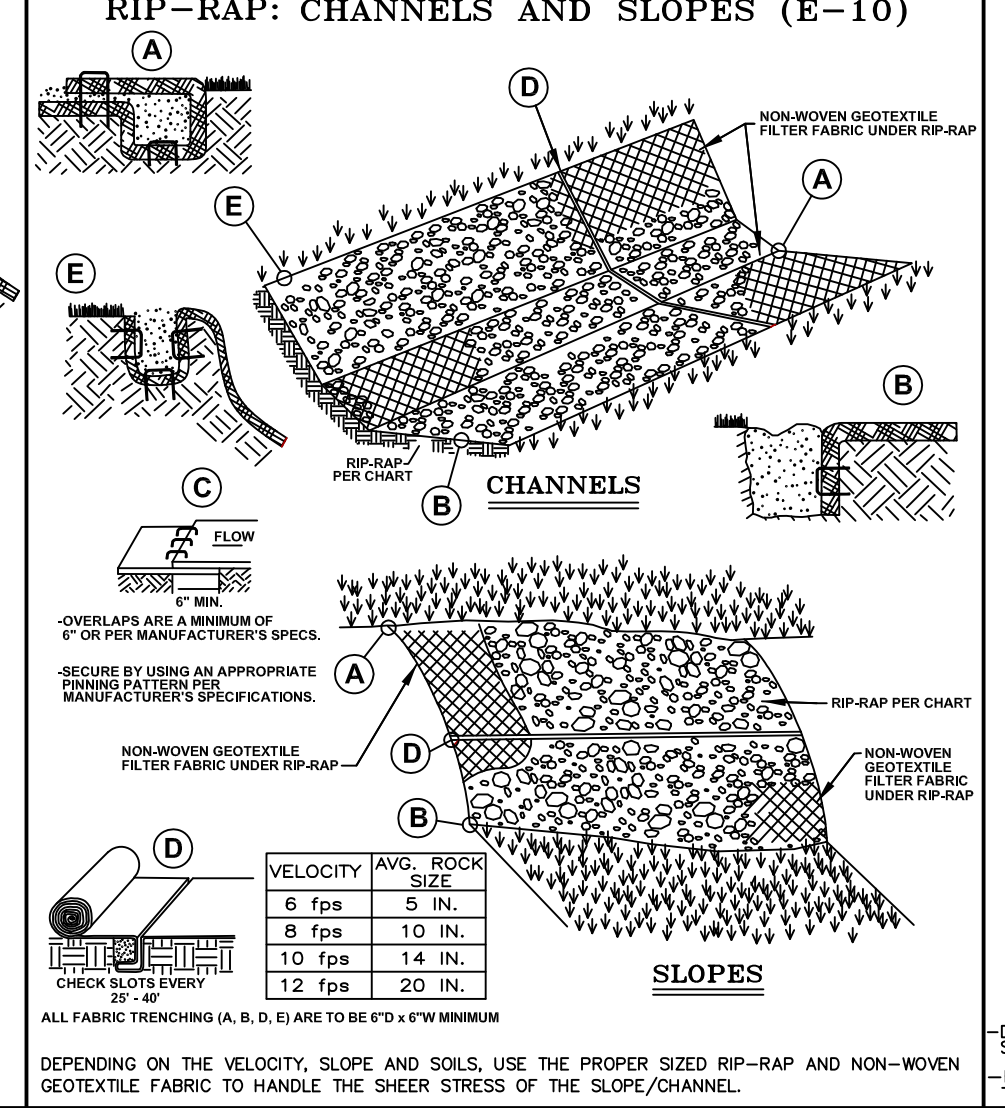
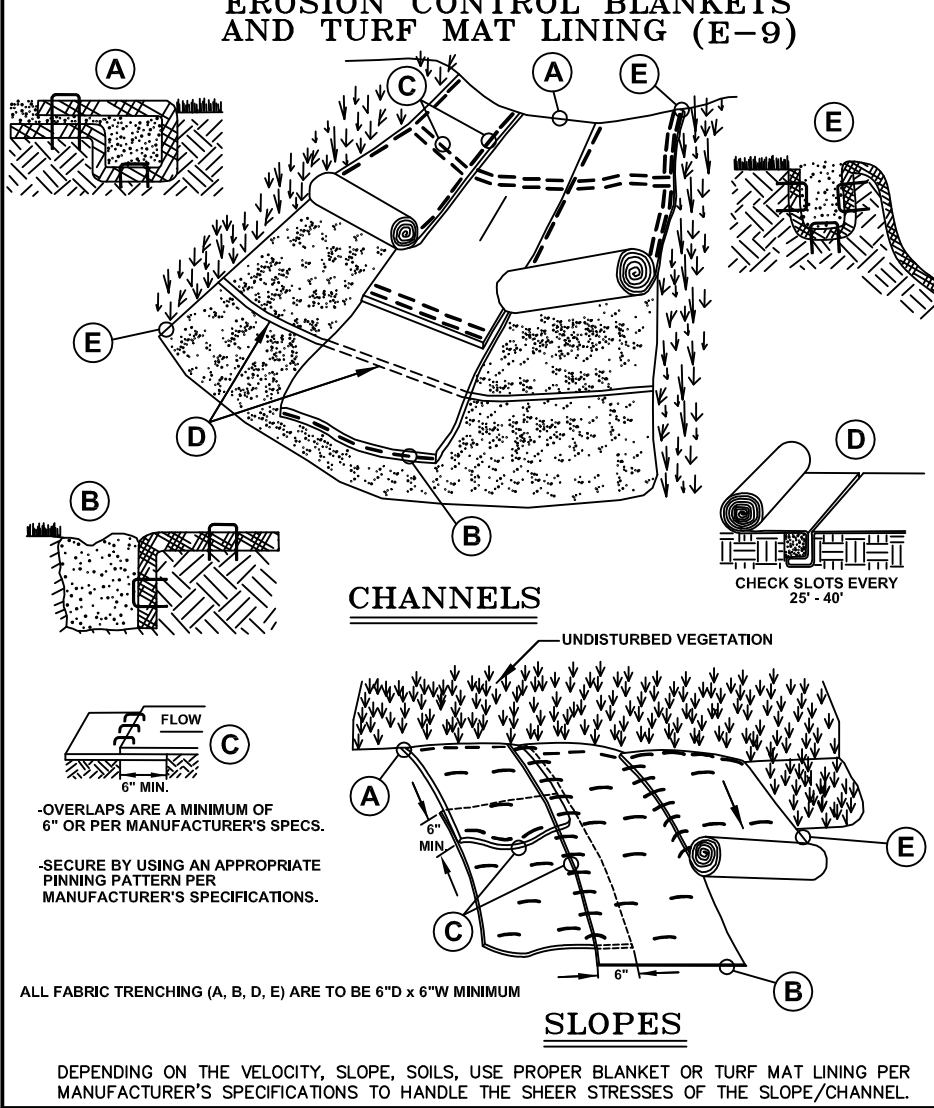
DRAWN BY:
 J. Lawrey

DESIGNED BY:
 P. Tulikangas

APPROVED BY:
 P. Tulikangas

DATE:
 12-01-2022

SCALE: N.T.S.



NOTE:

WHILE PERFORMING WORK INVOLVING GROUNDS MAINTENANCE AND/OR THE CONSTRUCTION/MAINTENANCE OF ANY INFRASTRUCTURE, INCLUDING ROADS, WATER MAINS, SANITARY SEWERS, STORM DRAINS AND STORM WATER BEST MANAGEMENT PRACTICES (BMPs), CONTRACTORS SHALL MINIMIZE POLLUTION FROM STORM WATER RUNOFF THAT CAN AFFECT WATER QUALITY RELATED TO WORK ACTIVITIES. POLLUTANTS THAT COULD IMPAIR WATER QUALITY MAY INCLUDE FUEL, GREASE AND OIL, NUTRIENTS, BACTERIA AND PATHOGENS, LITTER AND DEBRIS, AND SOIL EROSION AND SEDIMENTATION. APPLICABLE BMPs SHALL BE IMPLEMENTED BY THE CONTRACTOR TO THE MAXIMUM EXTENT PRACTICABLE TO PROTECT WATER QUALITY AND WILDLIFE HABITAT.

SOIL EROSION AND SEDIMENTATION CONTROL DETAILS

REV.	BY	DATE	DESCRIPTION
1	WRC	01/01/01	ISSUED FOR BIDDING
2	WRC	01/01/01	PROPOSED DETAIL REVISIONS
3	WRC	01/01/01	FOR ENGINEER'S REVIEW AND APPROVAL
4	WRC	01/01/01	FOR ENGINEER'S REVIEW AND APPROVAL
5	WRC	01/01/01	FOR ENGINEER'S REVIEW AND APPROVAL

ORIG. DATE: 01/01/01

SCALE: NONE

DESIGNED BY: WRC

DRAWN BY: Mapping

WRC WATER RESOURCES COMMISSIONER

ONE PUBLIC WORKS DRIVE, BLDG 905 WEST WATERFORD, MICHIGAN 48320-1907

SHEET NO.: 1 of 1



Alex Bingham <abingham@bhamgov.org>

Re: Green Space East of Chesterfield Fire Station

2 messages

Tom Markus <tmarkus@bhamgov.org>

Tue, Feb 21, 2023 at 12:28 PM

To: Brad Host <bhost@bhamgov.org>

Cc: City Commission <city-commission@bhamgov.org>, DepartmentHeads <departmentheads@bhamgov.org>

NW corner of Fairfax and Maple (Property East of Fire Station Two)

1. The subject property is zoned Public Property. The property is not designated for park use. The Fire Department and City Administration does not recommend converting the vacant property to a Park designation. The adjacency to the fire station suggests that the property should remain in City control for possible future use for Public Safety uses or some other public institutional use. Not knowing what the future holds it would be my recommendation to hold the property and leave it as is currently as open green space without a park designation. Having said that, I would be supportive of a corner feature (Maple and Fairfax) similar in size and scale to that on the opposite corner (Maple Chesterfield) of the Fire Station 2 site. Further, I would suggest that a bench, walkway feature, landscaping and a tiny library feature be added. Again, the sizing and scale would be done to minimize the impact on the usable space of the remaining site for potential use and purposes stated above.
2. Previously, a local architect offered some suggested drawings which called for improvements that would call for a major investment which were reviewed and considered by DPS staff and by the Park Board even though the property is not Park property.
3. To date no decisions have been made as there is no actual approved project and there is no commitment as to how much the donors are willing to provide to fund this project. It is a proverbial chicken and egg conundrum with donors not committing to how much they will donate and with the City not having an approved project that can be priced out.
4. My suggestion is that you follow the agenda process for Commission Items for Future Discussion: Raise the issue with the Commission to determine if there is support for placing this item on a future commission meeting agenda. At a subsequent commission meeting the commission could have a discussion if they are willing to 1. Consider a project and what sort of naming (Pat Andrews) recognition they would consider. 2. What level of project? Something in the scale that I suggested above or something else. 3. Before I or the staff can spend any more time on this the City Commission needs to provide direction.
5. Brad, you need to go back to the Family and any other major donors and determine a ballpark number as to how much in total they are willing to contribute. The City has not budgeted any funds for this improvement and I would say we are expecting donations to cover the cost of any improvements.

On Tue, Feb 21, 2023 at 9:52 AM Brad Host <bhost@bhamgov.org> wrote:

Dear Tom,

Per our conversation last December, Julie (Andrews) Dwyer confirms a lot of people are waiting to donate on Pat Andrew's behalf. Their commitment is based on any tangible tribute to Mrs. Andrews and, should you be willing to nail down specifics, we believe the donations will be forthcoming.

Considering a benched area with a bookcase would be sufficient at this time, though turning the entire green space into a park would be optimal for the neighborhood.

As you may know, in the fall of 2020 Lauren Wood met Pat there and they agreed to consider a reading area in lieu of creating a park.

Hope this helps explain the donors' reticence.

Best safe wishes,

Brad

--

You received this message because you are subscribed to the Google Groups "DepartmentHeads" group.

To unsubscribe from this group and stop receiving emails from it, send an email to departmentheads+unsubscribe@bhamgov.org.

To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/departmentheads/CALPLqChjJEQfLEg93cft00D1%2BWCF3H1yDt7VYcTkin19nfv%2BA%40mail.gmail.com>.

Tom Markus <tmarkus@bhamgov.org>

Wed, Mar 1, 2023 at 12:36 PM

To: Alex Bingham <abingham@bhamgov.org>, Christina Woods <cwoods@bhamgov.org>

Cc: Mary Kucharek <Mkucharek@bhlaw.us.com>, Melissa Fairbairn <mfairbairn@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>

7D2

This should be attached to the next agenda where the Pat Andrews tribute suggestion is discussed under new business

----- Forwarded message -----

From: **Brad Host** <bhost@bhamgov.org>

Date: Tue, Feb 21, 2023 at 6:19 PM

Subject: Re: Green Space East of Chesterfield Fire Station

To: Tom Markus <tmarkus@bhamgov.org>

Thanks!

Sent from my iPhone

On Feb 21, 2023, at 12:28 PM, Tom Markus <tmarkus@bhamgov.org> wrote:

[Quoted text hidden]



MEMORANDUM

Fire Department

DATE: March 10, 2023

TO: Thomas M. Markus, City Manager

FROM: Paul A. Wells, Fire Chief

SUBJECT: Fire Station 2 East Lawn Considerations

The City of Birmingham's Fire Station 2 (previously known as the Chesterfield Fire Station) was rebuilt and opened in October 2018. The station is situated on a lot of 1.37 acres; half of which is developed. The eastern parcel of the property is an open lawn with some adult trees. Station 2 is staffed 24/7 with four personnel consisting of three firefighter/paramedics and one lieutenant. These positions staff an advanced life support (ALS) engine and an ALS rescue.

Respectfully, the fire department would prefer to have a small area at the northwest corner of Maple and Fairfax improved similar to the opposite corner at Maple and Chesterfield rather than developing the whole east lawn into a park.

I have listed the department's concerns about having the east lawn developed and designated into a park below:

- With the ever increasing role of the modern firefighter and the possibility of potential unforeseen growth in the department, this property should always remain available to the City's fire department. Future needs may require expansion of the current Station 2, possibly the addition of a separate training facility, etc. Having the east lawn designated as a park would complicate reacquiring the property for the fire department's use.
- Currently, the department receives credit on our ISO survey for training ground size. The east lawn area in question is used for training and is designated as training grounds by ISO. Designating it as park land would adversely hurt the points given towards the size of the fire department's training ground acreage.
- Periodically, the fire crews flow the fire engine master streams onto the east lawn parcel. This is an annual requirement to test the fire pump on Engine 2 and its water flow capabilities. Water is also flowed for training purposes throughout the year. The amount of water flowed is around 1,500 gallons per minute, which can

very quickly soak down the area. Hose streams from portable hand lines are also deployed during training into this area.

- Station 2 is a secure building and often is not occupied when firefighters are on a detail or emergency call. There are no public restrooms at Station 2. I could see that there will be frequent requests to use the bathroom, creating issues due to the lack of public facilities at Station 2.
- The fire station can be a busy place with trucks leaving emergent and backing into the station after details or emergency calls. There is concern that a busy park located directly on the same parcel could lead to unattended children getting close to the emergency apparatus. Additionally, fire trucks do not have lockable doors or keys for the ignition. They are often unattended while firefighters are inside getting supplies, cleaning the apparatus bay, training etc.
- Station 2 has two parking spaces for the public reserved for department business only. Parking in the area is limited.



**NOTICE OF INTENTION TO APPOINT TO
BOARD OF BUILDING TRADES APPEALS**

At the regular meeting of Monday, April 24, 2023 the Birmingham City Commission intends to appoint to the Board of Building Trades Appeals two regular members to serve three-year term to expire April 24, 2026. Applicants shall be qualified by experience or training in fields such as architecture, engineering, mechanical engineering, building, electrical plumbing, heating or refrigeration.

Interested citizens may submit an application available at the City Clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 19, 2023. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

The Board of Building Trades Appeal hears and grants or denies requests for variances from strict application of the provisions of the Michigan Building, Residential, Mechanical and Plumbing Codes and the National Electrical Code. The board will decide on matters pertaining to specific code requirements related to the construction or materials to be used in the erection, alteration or repair of a building or structure.

All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be qualified by experience or training. (such as architect, engineer, mechanical engineer, building contractor, electrical contractor, plumbing contractor, heating contractor, and refrigeration contractor)	04/19/2023	04/24/2023



**NOTICE OF INTENTION TO APPOINT TO THE
CITY OF BIRMINGHAM
BROWNFIELD REDEVELOPMENT AUTHORITY**

At the regular meeting of Monday, May 8, 2023 the Birmingham City Commission intends to appoint to the Brownfield Redevelopment Authority two regular members to serve three-year terms to expire May 23, 2026, and one regular member to serve the remainder of a 3 year term to expire May 23, 2024.

The authority shall have the powers and duties to the full extent as provided by and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the state of Michigan of 1996, as amended. Among other matters, in the exercise of its powers, the Board may prepare Brownfield plans pursuant to Section 13 of the Act and submit the plans to the Commission for consideration pursuant to Section 13 and 14 of the Act.

Members shall be appointed by the Mayor, subject to approval by the City Commission.

Interested citizens may submit an application available at the city clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the city clerk’s office on or before noon on Wednesday, May 4, 2023. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall, in so far as possible, be residents of the City of Birmingham.	5/4/2023	5/8/2023



Alex Bingham <abingham@bhamgov.org>

Fwd: Code of Conduct

Tom Markus <tmarkus@bhamgov.org>

Wed, Mar 8, 2023 at 11:43 AM

To: Alex Bingham <abingham@bhamgov.org>, Christina Woods <cwoods@bhamgov.org>

Cc: Mary Kucharek <Mkucharek@bhlaw.us.com>

Please move the email and attachment into pending and i will place it under reports

----- Forwarded message -----

From: **Mary Kucharek** <Mkucharek@bhlaw.us.com>

Date: Wed, Mar 8, 2023 at 11:03 AM

Subject: Code of Conduct

To: Tom Markus <tmarkus@bhamgov.org>

Cc: Jana Ecker <Jecker@bhamgov.org>, Melissa Fairbairn <mfairbairn@bhamgov.org>

Tom,

As requested by the City Commission, I have identified and highlighted parts of the draft Code of Conduct that are duplicative and contained in others rules, charter provision or ordinances. However, the majority of the draft Code is not contained elsewhere, and I would suggest these few area highlighted are worth repeating in one document. Once the Commissioners send to you their edits, we will combine their suggestions into one document for everyone's review.

Thank you.

Mary M. Kucharek

Attorney-at-Law

Beier Howlett, P.C.

Direct Dial (248)282-1075

(248) 645-9400 Ext. 211

mkucharek@bhlaw.us.com

**20230308111530743.pdf**

1505K



City Commission

Code of Conduct

Resolution # _____

Sec. 1-1. – Purpose

As elected leaders of the community, the City Commission is entrusted to collaborate, and work as a united team committed to the residents of the City of Birmingham. In order to be effective, City Commissioners must come to meetings with an open mind, think strategically about City issues, and conduct themselves in a respectful and professional manner at all times to maintain a culture of candor, trust, and respect.

Sec. 1-2. – Role of City Commission

(1) The role of the City Commission is to:

- (a) Make policy decisions.
- (b) Hire & consult with the City Manager.
- (c) Consider For Approval:
 - i. Budget and related work plan;
 - ii. Ordinances & policy decisions;
 - iii. Certain Development proposals;
 - iv. Rezoning requests.
- (d) Appoint representatives to advisory boards and committees.

Commented [JC1]: Charter / Ordinance

Commented [JC2]: Charter / Ordinance

Commented [JC3]: Charter, Chapter III., Sec. 2

Commented [JC4]: In Zoning Ordinance in certain Chapters

Commented [JC5]: Ordinances and resolutions not one spot

(2) Each City Commissioner is expected to:

- (a) Act in accordance with the established and accepted Rules of Procedure.

- (b) Act in accordance with the City Charter and the City Code of Ordinances.
 - (c) Recognize the City Commission as a whole speaks through its motions and resolutions collaboratively.
- (3) In accordance with the City Charter and Code of Ordinances, the City Commission does not have authority to:
- (a) Hire and fire staff.
 - (b) Direct the activities of staff members, other than the City Manager.
 - (c) Individually direct the activities of boards, committees, subcommittees or other resident groups.
 - (d) Individually approve policies, projects, etc.
 - (e) Individually commit City resources or staff to specific causes.
 - (f) Individually enforce policies, City Code, etc.
 - (g) Individually speak or prepare official correspondence on behalf of the City unless authorized by the City Commission as a whole.
- (4) City Commissioners recognize it is the role of the City Manager to:
- (a) Provide best efforts & advice to the City Commission.
 - (b) Manage City operations & direct staff.
 - (c) Propose budget & policies.
 - (d) Implement City Commission decisions.
 - (e) Deliver services to the citizens.
 - (f) Equitably enforce codes & policies.
- (5) City Commissioners recognize it is the role of independent boards, committees, subcommittees & task forces to:
- (a) Provide the community's perspective.

- (b) Propose future projects and plans.
- (c) Advise the City Commission.
- (d) Hold hearings as directed by City Commission, the Charter and ordinances.

Sec. 1-3. – City Commissioner Conduct with City Staff and Boards, Committees and Commissions

(1) To ensure the safe and efficient operation of City government, and to protect the best interest of the City, City Commissioners commit to:

- (a) Respect staff as valued resources and members of the team.
- (b) Treat all staff as professionals.
- (c) Refrain from disrupting staff from their jobs.
- (d) Support the maintenance of a positive and constructive workplace environment for City employees where individual members, City staff and the public are free to express their ideas and work to their full potential.
- (e) Provide direction to the City Manager and not direct the work of individual staff members.
- (f) Send to the City Manager all communications and questions for staff.
- (g) When possible, notify the City Manager in advance of a City Commission meeting of questions or requests to pull agenda items from the consent agenda so the appropriate staff can compile the information needed.
- (h) Agree that information individual Commissioners ask of the City Manager will be provided to all City Commission members.
- (i) Refrain from soliciting political support from staff.

Commented [JC6]: Ethics Ordinance not verbatim though

(2) To protect the best interest of the City, City Commissioners commit the following to Board, Committee and Commission Members:

- (a) View boards and committees as vitally important resources to support decision-making.

- (b) Communicate effectively in a public forum with boards and committees to ensure they have the tools to do their work.
- (c) Give clear direction as a body and take adequate time to review the result of a board's deliberations.
- (d) Refrain from using their position to influence the deliberations or outcomes of boards and committees because of the value of the independent advice of boards, committees and task forces to the public decision-making process.
- (e) Agree not to attend board, committee or task force meetings in person. However, City Commissioners may view meetings if doing so only as an anonymous observer via video or broadcast television, unless a City Commissioner is an appointed member of a board, committee or task force.

Commented [JC7]: Ethics Ordinance

Sec. 1-4. - City Commissioner Conduct with One Another

The Birmingham City Commission is comprised of individuals with a wide variety of backgrounds, educational and work experiences, personalities, values, opinions and goals. All City Commissioners have chosen to serve in public office in order to preserve and protect the present and the future of Birmingham. As City Commissioners may "agree to disagree" on more controversial issues, each Commissioner agrees to abide by the following standards of conduct.

(1) IN PUBLIC MEETINGS

- (a) **Practice civility, professionalism and decorum in discussions and debate.**
Difficult questions, tough challenges to a particular point of view, criticism of ideas and analysis of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, City Commissioners to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. City Commissioners should conduct themselves in a professional manner at all times.
- (b) **Use Respectful Behavior at All Times.**
 - i. **City Commissioners shall:**
 1. Treat people with courtesy, politeness and kindness.
 2. Encourage others to express their opinions and ideas.
 3. Listen to what others have to say.
 4. Use the ideas of others to improve decisions and outcomes.
 5. Recognize and respect differences.

6. Prepare for the issues at hand.
7. Focus on the business of the body.
8. Consider only legally germane information in decisions.
9. Act as a decision maker, not an advocate for any position or project.

ii. **City Commissioners shall not:**

1. Speak over or cut off another individual's comments.
2. Insult, disparage, or put down people or their ideas.
3. Bully others by displaying a pattern of belittling, demeaning, judgmental or patronizing comments.
4. Threaten or commit acts of violence.

Commented [JC8]: In general Robert's Rules of Order

Commented [JC9]: Ordinance Sec. 74

(c) **Honor the role of the Mayor in maintaining order.**

It is the responsibility of the Mayor to keep the comments of City Commissioners on track during public meetings. City Commissioners should honor efforts by the Mayor to focus discussion on current agenda items. If there is disagreement about the agenda or the Mayor's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure and the Rules of Procedure.

Commented [JC10]: Robert's Rules of Order

(d) **Avoid personal comments that could offend other City Commissioners.**

If a City Commissioner is personally offended by the remarks of another City Commissioner, the offended City Commissioner should make notes of the actual words used and call for a "point of personal privilege" that challenges the other City Commissioner to justify or apologize for the language used. The Mayor will maintain control of this discussion.

Commented [JC11]: Robert's Rules of Order

(e) **Demonstrate effective problem-solving approaches.**

City Commissioners should work together to resolve issues and act as public role models. City Commissioners have the opportunity to demonstrate how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

(f) **Be punctual and keep comments relative to topics discussed.**

City Commissioners have made a commitment to attend meetings and partake in discussions. City Commissioners must be punctual to ensure meetings start on time. City Commissioners must keep discussions relative to the topic at hand in order to allow adequate time to fully discuss scheduled issues.

(2) **IN PRIVATE ENCOUNTERS**

(a) **Continue respectful behavior in private.**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations as elected officials recognize that as public officials, they are always on display and even private conversations can have a public presence.

(b) **Be aware of the insecurity of written notes, voicemail messages, and e-mail.**

Technology allows words written or said without much forethought to be distributed wide and far. Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

(3) **EX PARTE COMMUNICATION**

(a) **Ex Parte Contacts/Fair Hearings.**

City Commissioners shall exercise caution in receiving or seeking out information and evidence on any quasi-judicial matter while such matter is pending before the City Commission or any agency, board, or committee thereof, except at the public hearing.

(b) **Exposure to Information.**

A City Commissioner that is exposed to information or evidence about a pending matter outside of the public hearing, through contacts by constituents, interested parties, the applicant, or through site visits must disclose all contacts, information and/or evidence acquired from such contacts, during the public hearing or meeting, and before the public comment period is opened. Self-reporting and disclosure is mandatory.

Sec. 1-5. - Working with the Public

(1) **Residents.**

City Commissioners are sometimes the first call for help from residents. The City Commission acknowledges if a resident receives conflicting information from different City Commissioners that it is difficult for the resident and could increase liability for the City. Therefore, City Commissioners agree to direct all residents to the City staff or GovPilot to address their concerns. If the City Manager determines that the question and response is of public importance, the Manager may remark, clarify, and share the information with the City Commission at a public meeting.

(2) **Business or other interests.**

The purpose of a City Commission meeting is to discuss information, review information, and decide upon issues in an open and transparent public process. City Commissioners should not meet with applicants outside of a public meeting to facilitate ideas about

proposals. The City Commission should be receiving all information as a whole Commission in a public meeting.

(3) The City Commission's overarching principals for working with the community are:

- (a) Do not grant any special consideration, treatment, or advantage to anyone.
- (b) Do not advocate for a personal or specific point of view outside of City Commission meetings with the public.
- (c) City Commissioners should not prejudge an issue before the whole City Commission has received the information in a public meeting. Due process of an item means all the information is put to the whole public body before a decision is made. Each City Commissioner agrees not to make a decision about an issue before the City Commission until the deliberation process occurs at a public meeting and Commissioners are called upon to cast their vote.
- (d) Each City Commissioner may discuss an issue the City Commission has already decided upon by explaining how the City Commission as a whole arrived at the decision, and supporting the decision of the entire body, even if in disagreement.

Sec. 1-6. Enforcement/Sanctions

This Code of Conduct is meant to be self-enforcing. City Commissioners should be familiar with its contents and support any training necessary to further its implementation.

If there is a complaint or question as to whether or not a member of the City Commission is in violation of this Code of Conduct, their actions should be referred to the Mayor, and it shall be the function of the City Commission to conduct a public hearing. The hearing shall be moderated by the Chair of the Ethics Board presiding over the hearing and managing testimony, physical evidence, discussion and any public comment.

The City Commission shall, within 14 days after any matter is brought to the attention of the Mayor, set a date certain for the public hearing. The Chair of the Ethics Board, at least 14 days before the hearing date, shall give notice of the hearing, and provide a concise statement of the alleged breach of the Code of Conduct to the accused Commissioner by certified mail, return receipt requested. All hearings of the alleged violation shall be subject to the Open Meetings Act. While the Chair of the Ethics Board will preside over the hearing to assure fairness and efficiency, the entire Commission shall vote with the majority present as the final decision makers of whether or not an alleged violation has occurred. If a member of the City Commission is found to be in violation of this Code of Conduct, they may be reprimanded or formally censored by the City Commission. The City Commission will also vote with the majority prevailing as to sanctions of the violator, which may include, but are not limited to, a formal written reprimand

up to a request for removal of the City Commissioner by the Governor if the Commissioner's conduct is so egregious that the majority of the Commissioners believe this to be necessary.

Adopted by Resolution on _____, 2023.

O:\Birmingham\CODE OF CONDUCT\2023.02.03 RESOLUTION 2023 - (CLEAN) CODE OF CONDUCT.docx

DRAFT



Christina Woods <cwoods@bhamgov.org>

Fwd: Weekly update

Tom Markus <tmarkus@bhamgov.org>

Fri, Mar 3, 2023 at 10:49 AM

To: Alex Bingham <abingham@bhamgov.org>, Christina Woods <cwoods@bhamgov.org>

Cc: Jana Ecker <Jecker@bhamgov.org>, Mary Kucharek <Mkucharek@bhlaw.us.com>

Please add to info only on next agenda

----- Forwarded message -----

From: **Downtown Newsmagazine** <Production@downtownpublications.com>

Date: Fri, Mar 3, 2023 at 10:21 AM

Subject: Weekly update

To: <tmarkus@bhamgov.org>

Can't see this message? [View in a browser](#)

DOWNTOWN
NEWS MAGAZINE

INFORMATION ONLY

Commissioners approve new RH final site plan

Construction of the new four-story Restoration Hardware (RH) building at [300 S. Old Woodward Avenue](#) in Birmingham will resume after the city commission approved the final site plan and special land use permit on Monday, February 27, for the building's new design.

Bloomfield trustees review historic discrimination

Seventy-five years after discriminatory housing restrictions were prohibited by the Civil Rights Act of 1968, a plethora of Bloomfield Township property deeds retain exclusionary language that is now illegal to enforce.

Four restaurants found in violation of liquor code

Birmingham city commissioners conducted the annual review of liquor licenses granted to various establishments at their meeting on Monday, February 27, approving the renewal of most business' licenses and setting a public hearing to consider whether commissioners want to file objections for four establishments found in violation of city code.

City staff gets more time on outdoor dining rules

Birmingham city commissioners voted to table the discussion of the city's outdoor dining ordinance proposal on Monday, February 27, after city staff requested more time to tighten the ordinance language.

Township approves aerial fire truck purchase

The Bloomfield Township Board of Trustees on Monday, February 27 approved the purchase of a \$1.7 million, 100-foot tall aerial platform truck to be added to the stable of firefighting vehicles.

public safety

Roseville man with outstanding warrants caught

A Birmingham police officer observed a vehicle traveling at a high rate of speed on southbound Adams Road on Sunday, February 26, and he officer initiated a traffic stop.

Man discovered looking through home window

Birmingham police officers were dispatched to the 500 block of Ridgedale Avenue on Tuesday, February 21, after receiving a report of a suspicious person. The reporting party told officers that while she was house-sitting, she noticed a man, described as a white male in his 30's or 40's, looking through the back window of the house.

Car stolen from home on Lyonhurst Road

A 66-year-old Birmingham resident reported to police that on Saturday, February 25, his vehicle was stolen from his driveway overnight.

INFORMATION ONLY

Dump trailer worth \$10,000 stolen in Birmingham

A trailer worth roughly \$10,000 was reported missing by a construction worker on Friday, February 24, in Birmingham.

Wallet taken from unlocked car in Birmingham

A victim of a larceny from auto reported to Birmingham police on Wednesday, February 23, that his wallet was stolen from his unlocked vehicle on the 700 block of East Maple Road.

Donate to support Downtown newsmagazine

Downtown Support Campaign

Downtown Newsmagazine has launched a membership campaign for donations to the publication to allow us to remain strong and grow while still remaining free to most homes in the Birmingham/Bloomfield area. Publisher David Hohendorf's letter to the local community explains the background on the membership effort.

Signature Sotheby's International Realty

Birmingham | Northville | Grosse Pointe

sir.com


Tradition. Expertise. Innovation.

248.644.7000

970 E Maple Road / Ste. 3,
Birmingham, MI, United States
248.792.6464

Share on social



Check us out 

You've received this email because you are a subscriber of [this site](#).

If you feel you received it by mistake or wish to unsubscribe, please [click here](#).

INFORMATION ONLY

SQUARE FEET

Awash in Asphalt, Cities Rethink Their Parking Needs

Local leaders across the nation are overhauling parking requirements for developers, scaling back the minimum number of spots for shopping centers and apartment complexes.



Credit...Ben Sklar for The New York Times

By [Jane Margolies](#)

March 7, 2023 Updated 11:19 a.m. ET

6 MIN READ

Spying an empty spot in a parking lot, a driver flicks on the turn signal and steers the car into the space. This little maneuver happens so often across the country that it's done almost without a second thought.

But now, the humble parking spot is suddenly a hot topic. Scrutinizing their parking regulations, cities across the nation are rolling back requirements for new development.

The United States has about two billion parking spots, according to some estimates — nearly seven for [every car](#). In some cities, as much as 14 percent of land area is covered with the black asphalt that engulfs malls, apartment buildings and commercial strips.

The fact that the country is awash in parking spots stems from America's longstanding love affair with the car, compounded by arcane zoning codes that mandate off-street parking for real estate projects.

INFORMATION ONLY

But paving over paradise, to paraphrase Joni Mitchell, is now being blamed for a number of societal woes, including the [housing crisis](#), climate change and the [rise in fatalities among pedestrians and cyclists](#).

The idea that the country has an overabundance of parking may come as a surprise to residents of big cities like Chicago, New York and Washington, where drivers are routinely hunting for a spot, and sometimes even [get into fights over parking spaces](#). Some worry that rolling back mandates may make it even harder to find that coveted spot.

But in city after city, minimum parking requirements, as they are called, are being struck down, thrilling progressives and real estate developers alike. “It’s snowballing,” said Jeff Speck, a city planner and the author of “Walkable City: How Downtown Can Save America, One Step at a Time.”

Despite pushback from some residents not ready to share their favorite spot, hundreds of cities, from Gainesville, Fla., to Anchorage have overhauled their parking requirements. Dozens have repealed them; 15 in 2022 alone.

Changes in work modes may be coming into play: The rise in popularity of remote and hybrid work arrangements means fewer office workers are commuting daily, decreasing the need for parking.



Credit...Ben Sklar for The New York Times

Priscilla Barolo of Carmel, Calif., found she no longer needed a parking spot when she started her own consulting business from home, giving up a communications job at Zoom — and a commute that took an hour each way, which cut into the time she spent with her two young sons. “Remote is going to be my future,” Mrs. Barolo said.

The move to reduce parking lots has particular relevance for real estate. “We think it’s the future,” said Dirk Aulabaugh, an executive vice president at Green Street, a real estate analytics firm.

Off-street parking sprang up in the [1920s](#) with the rise in car ownership. Concerned that there would not be enough curb space for vehicles, towns and cities started to require that stores or apartment complexes provided parking for customers and tenants.



Cars parked in Plain City, Ohio, in 1938. Off-street parking sprang up in the 1920s with the rise in car ownership. Credit...Library of Congress

In the postwar period, when Americans were in thrall with the automobile and [the federal government unfurled highways](#) across the land, parking minimums were enshrined in zoning codes to ensure that Americans would always find a paved parallelogram waiting for them at the end of their trip.

The rules were exacting: one parking space per apartment, for example, or one for every 300 square feet of a commercial building. It all sounded scientific, but these ratios were not based on any verifiable data about how many spaces were needed, said [Donald Shoup](#), a professor of urban planning at the University of California, Los Angeles, who has been railing since the 1970s against the requirements, which [he calls a pseudoscience](#).

Nevertheless, towns copied the rules from other towns until the requirements were codified across the country, and people started to think of free parking as a right. No wonder there’s even a spot for it on the Monopoly board.

But parking mandates encourage car ownership and use, Mr. Shoup said. They pockmark downtowns with stretches of asphalt that separate businesses and spread out cities, leading to more driving, and more parking, even in areas with mass transit.

The mandates also constrain developers, who need to allot precious space to parking, driving up costs that are often passed on to tenants and customers. Even a basic, stand-alone parking structure costs [nearly \\$28,000](#) per spot on average, not including land, said Rob McConnell, a vice president at WGI, an engineering firm. And underground parking costs twice as much, he added.

Some developers would include space for parking even if it was not mandated, believing the success of their projects depended on it. Others petition for variances, a time-consuming undertaking.



Buffalo eliminated mandates in 2017, leaving it up to developers to figure out how much parking to provide. Credit...George Etheredge for The New York Times

Officials in Buffalo decided there had to be a better way. In 2017, the city eliminated minimum parking mandates for new developments, leaving it up to developers to figure out how much to provide. A [2021 study](#) revealed that after the repeal, 47 percent of major developments provided 21 percent fewer spaces on average.

And projects in Buffalo that might not have been feasible before the repeal suddenly were, including [one with affordable apartments](#) that was built, coincidentally, on a former parking lot.

Other cities — seeing that “the sky did not fall,” as Mr. Shoup put it — followed suit. Some reduced minimum requirements, others did away with them altogether and still others went so far as to set parking maximums, according to the nonprofit group [Parking Reform Network](#), which has been [tracking the moves](#). Instead of parking, some developers provided [allowances for mass transit and bike use](#) or [rental-car-sharing arrangements](#).

Overturning the requirements is not the only way parking lots are being refashioned. There have been efforts to [landscape them with plants](#) to absorb rainfall rather than letting it run off, which can cause flooding. The greenery can also [reduce heat](#) radiating from the asphalt. Some lots have been transformed into [parks](#), while others are [topped with solar panels](#) to provide power as well as shade.

Not everyone is a fan of the reforms. Those with disabilities need to be able to park close to where they are going, Mr. McConnell of WGI said. Much of the time, however, objections to repealing minimums come from homeowners who fear their neighborhoods will be overrun with cars.

In South Boston, [mandates were increased](#) in 2016. Last year, Miami [reinstated minimum parking requirements](#). “This is not a pedestrian and bicycle city,” said one commissioner who complained of people parking in front of his house.

But the momentum is in the other direction, driven in part by a housing [shortage](#), which has prompted officials to explore ways [to ease construction requirements and make homes more affordable](#).

In December, San Jose, Calif., [became the largest U.S. city](#) to eliminate parking minimums, and [Bend, Ore.](#) repealed its minimums this year.

In some cities, the amount of parking may already exceed demand, according to a [2018 inventory](#) commissioned by the Research Institute for Housing America, part of the Mortgage Bankers Association. The survey showed that there were 19 parking spots per household in Des Moines, and that in Jackson, Wyo., there were 27 spaces for every home.

There’s action at the state level, too. [California](#) recently capped parking in cities with robust mass transit, and Oregon capped it for cities of a certain size. In New York, [a bill](#) in committee would prevent cities, villages and towns from imposing exclusionary zoning, including parking minimums.

Image



Parking garage provided by the municipality in the downtown area of Elizabeth, N.J. Credit...Ben Sklar for The New York Times

And [legislation introduced at the national level](#), known as the Yes in My Backyard Act, would require recipients of certain federal funds to show that they were eliminating or reducing barriers to affordable housing, including off-street parking requirements.

“We need more housing, we need more density in certain cities,” Mr. Aulabaugh of Green Street said. “Converting parking or lowering the parking requirement, that’s how you get there.”

Even on Black Friday, traditionally the busiest shopping day of the year, there may be more than enough parking spaces for shoppers now that so many people buy presents online during the holiday season. To raise awareness of the glut, the nonprofit organization [Strong Towns](#) started a [#BlackFridayParking](#) social media campaign; every November, photos of half-empty lots are tagged. Indeed, outer edges of lots around malls are now being regarded as a kind of land bank for future development.

Those parking spots may not be missed when they’re gone, given the [decline in car ownership among millennials](#) coupled with changes in transportation modes, including ride-hailing, car-sharing, and electric bikes and scooters.

Dr. David Rosen, a physician who specializes in sleep disorders, doesn’t need a parking spot when he bikes from his home in Tenafly, N.J., to a hospital in the Bronx where he works in an intensive care unit once a week. “Arriving by bike is a fantastic feeling,” he said.

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21245**

- DTE Electric Company requests Michigan Public Service Commission for approval of an Amended and Restated Agreement with the Riverview Electric Generating Resource Recovery Facility Pursuant to 1989 PA 2, as amended.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 570 SB, Detroit, MI 48226, (800) 477-4747 for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at:
michigan.gov/mpscdockets.
- A pre-hearing will be held:

DATE/TIME:	Tuesday, March 21, 2023 at 9:00 AM
BEFORE:	Administrative Law Judge Sally Wallace
LOCATION:	Video/Teleconferencing
PARTICIPATION:	Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscdockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) December 6, 2022 application requesting the Commission to: 1) authorize full recovery from its customers of the costs of capacity and energy associated with the agreement pursuant to DTE Electric's

INFORMATION ONLY

Power Supply Cost Recovery process for the approximately 4-year term of the agreement, as proposed by DTE Electric; 2) determine that the agreement, as proposed, and related approvals and assurances will not result in an increase, alteration or amendment in DTE Electric's rates, charges, or rate schedules and will not result in an increase in the cost of service to DTE Electric's customers; and 3) grant DTE Electric further relief as may be deemed necessary or appropriate.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by March 14, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Jon P. Christinidis, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21245**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.



Office of the
Chief Executive Officer
735 Randolph Street, Suite 1900
Detroit, Michigan 48226

February 27, 2023

To Our Member Partners:

On behalf of the Great Lakes Water Authority (GLWA), I would like to thank you for your engagement in the FY 2024 annual charges rollout. On Wednesday, February 22, 2023, the Board of Directors approved the schedule of water and sewer charges for FY 2024. Enclosed is your community's final, approved service charges worksheet(s) for FY 2024. The approved charges are consistent with the worksheets distributed to you on January 9, 2023.

Below are a few key points as it relates to the FY 2024 Approved charges:

1. ***The Average System-Wide Charges Revenue Increase is 2.75 Percent for both Water and Sewer – Well Below the Rate of Inflation.*** You may recall that the Memorandum of Understanding (MOU) which established GLWA included a fundamental requirement to limit annual budget increases to no more than four percent (the 4% Promise) for each of the first 10 years of the Authority's operation. As challenging as that commitment has been to maintain, particularly this year with historic operational cost increases and inflationary pressures on capital programming, we are proud to have again met the 4% Promise set forth in our founding documents. Fortunately, increased investment earnings reduced the pressure on FY 2024 charges to keep the system-wide charges increase to 2.75%, despite the need for a 4% revenue requirement budget increase.
2. ***Highland Park Bad Debt Expense is NOT Included in the FY 2024 Charges.*** The city of Highland Park has been making partial payments on its sewer system charges. Though the matters have not been settled and we are still in confidential mediation, we believe that the progress being made warrants an optimistic pause as we move closer to a permanent resolution for both the water and sewer systems.
3. ***For Water System Member Partners, the Contract Alignment Process (CAP) Outcomes Reflected in the Proposed FY 2024 Charges Create Short-Term Variability While Promoting Long-Term Stability.*** From March 2022 through October 2022, GLWA and all Water System Member Partners renegotiated contract demands. The purpose of the CAP is to establish a four-year cycle for resetting water demands for each Member Partner. This includes annual volumes and usage during peak periods. The reset demands were based on a consistent period of data and relevant factors across all Member Partners. In the short-term, this means that the realignment causes shifts in cost allocation among Water System Member Partners every four years rather than the prior system that resulted in annual variability. While FY 2024 introduces variability as a result of the CAP, we believe the overall benefits of stability that we have seen the past three years have been beneficial for Member Partners' budgeting and rate setting. In the subsequent three years of the cycle, we anticipate that Water System Charges will increase uniformly because demand values are contractually fixed. This is similar to the Sewer SHARES that were established in FY 2022 and are adjusted uniformly for FY 2024 as well.

Our primary objective continues to be one of providing our Member Partners with wholesale water and wastewater services of unquestionable quality at a fair and equitable cost. We believe that the approved budget and charges do just that.

Thank you so much for your partnership as we navigate together into the future. We are One Water.

Sincerely,

A handwritten signature in blue ink that reads "Suzanne R. Coffey". The signature is written in a cursive style.

Suzanne R. Coffey, PE
Chief Executive Officer

FY 2024 Suburban Wholesale Sewer Service Charge Schedule Calculation *

Evergreen Farmington

**APPROVED 2/22/2023
EFFECTIVE JULY 1, 2023 FOR ALL BILLS
ISSUED ON OR AFTER AUGUST 1, 2023**

	(1)	(2)	(3)	(4)	(5)	(6)	
	Existing FY 2023 Charges	System Charge Adjustment		Proposed FY 2024 Charges	FY 2024 Fixed Monthly Charge	Effective Charge Adjustment	
	\$	Index %	Amount \$	\$	\$	%	
<u>Revenue Requirement Analysis Summary</u>							
1	Evergreen Farmington Allocated Wholesale Revenue Req'ts	35,464,800	2.81%	997,200	36,462,000	3,038,500	2.8% (a)
2	Detroit Ownership Adjustment	730,800	0.0%	0	730,800	60,900	0.0%
3	Adjusted Allocated TOTAL Revenue Requirements	36,195,600	2.8%	997,200	37,192,800	3,099,400	2.8%
4	Fixed Monthly Charge	3,016,300	2.8%	83,100	3,099,400		
<u>Relative Increase over Wholesale Revenue Requirement</u>							
5	Detroit Ownership Adjustment		2.1%		2.0%		Line 2 / Line 1
(a)	Evergreen Farmington SHARE		7.639%		7.639%		<- No Change in SHARES until FY 2025

* The charges in this document reflect the action taken by the Great Lakes Water Authority Board on February 22, 2023 following their review, which included a public hearing on the FY 2024 Financial Plan and service charge schedules for the System on the same date.

FY 2024 Suburban Wholesale Sewer Service Charge Schedule Calculation *
Oakland GWK

APPROVED 2/22/2023
EFFECTIVE JULY 1, 2023 FOR ALL BILLS
ISSUED ON OR AFTER AUGUST 1, 2023

	(1)	(2)	(3)	(4)	(5)	(6)	
	Existing FY 2023 Charges \$	System Charge Adjustment Index %	Amount \$	Proposed FY 2024 Charges \$	FY 2024 Fixed Monthly Charge \$	Effective Charge Adjustment %	
<u>Revenue Requirement Analysis Summary</u>							
1	Oakland GWK Allocated Wholesale Revenue Req'ts	45,441,700	2.81%	1,277,700	46,719,400	3,893,300	2.8% (a)
2	Detroit Ownership Adjustment	936,300	0.0%	0	936,300	78,000	0.0%
3	Adjusted Allocated TOTAL Revenue Requirements	46,378,000	2.8%	1,277,700	47,655,700	3,971,300	2.8%
4	Fixed Monthly Charge	3,864,800	2.8%	106,500	3,971,300		
<u>Relative Increase over Wholesale Revenue Requirement</u>							
5	Detroit Ownership Adjustment	2.1%			2.0%	Line 2 / Line 1	
(a)	Oakland GWK SHARE	9.788%		9.788%	<- No Change in SHARES until FY 2025		

* The charges in this document reflect the action taken by the Great Lakes Water Authority Board on February 22, 2023 following their review, which included a public hearing on the FY 2024 Financial Plan and service charge schedules for the System on the same date.



FY 2024 Service Charges Highlights

The GLWA Board of Directors held a Public Hearing on February 22, 2023 and approved the proposed schedule of charges for the fiscal year beginning July 1, 2023.

Charges are Based on Four Key Elements.

1) Budget: The daily costs to provide service (such as the people, utilities, chemicals, contractors, and materials to operate plants and maintain the pipes), the lease payment for the regional system, Water Residential Assistance Program (WRAP) funding, debt service, legacy pension, and capital project funding. The budget is also known as the “revenue requirement” as it defines the amount of revenue required to run the utility.

2) Capital Improvement Plan (CIP): Annually the GLWA’s engineers evaluate the physical improvement needs of the regional systems. Those needs are funded by a combination of cash on hand and debt.

3) Units of Service (UOS): Quantifies each community’s service needs based on engineering studies, metering data, and other criteria. Each member partner is assigned an allocation of the annual revenue requirement based on their relative use of the system. For the water system, this includes the amount of water purchased each year and contracted demands during peak periods. For the sewer system, each member partner’s SHARE is based on contributed wastewater.

4) Cost of Service Study (COS): The inputs from the three sources above are applied to an agreed upon charges methodology to allocate the revenue requirement (i.e., budget) by functional categories (such as purification for the water system or sludge disposal for the sewer system) and then allocated to each customer. The outcome is the charge calculation for each member partner.

Looking for More Information? Visit us online at www.glwater.org

Approved FY 2024 Water System Charges

The average system charge adjustment for water is a 2.75 percent increase. This is the result of an approved Water budget increase of 4.0 percent offset by 1.25 percent from a) increased investment earnings and b) increased estimated sales volumes. As a result of the 2022 Contract Alignment Process (CAP), the FY 2024 Units of Service changed for the majority of the member partners. As such there is significant variance from the system-wide charge revenue increase of 2.75 percent to individual member partners based on their unique needs. The CAP is mutually designed and generates a variance from the system average once every four years.

Approved FY 2024 Sewer System Charges

The average system charge adjustment for sewer is also a 2.75 percent increase. This is the result of an approved Sewer budget increase of 4.0 percent offset by increased investment earnings which equates to almost 1.25 percent of the needed charge increase. The Sewer SHARES, which were collaboratively established via the Sewer Charges Workgroup, were updated for FY 2022 and remain in effect until FY 2025. The use of the FY 2022 SHARES calculation for the FY 2024 charges results in a uniform impact of charge adjustments for all member partners.

Average System Charge Adjustments

Year	Water	Sewer
2018	1.8%	-0.7%
2019	1.8%	0.1%
2020	0.6%	0.8%
2021	3.2%	2.0%
2022	1.5%	-0.6%
2023	3.7%	2.4%
2024	2.75%	2.75%
7-Year Average	2.2%	0.9%

The GLWA budget is the basis for establishing the annual charges for services.

Nearly 59% of the FY 2024 budget of \$871 million are financing and legal commitments: debt payments (44%), lease payment (6%), Water Residential Assistance Program (WRAP) (0.5%), legacy pension liabilities (1%) and capital program funding (7%).

The Operations & Maintenance (O&M) expense represents \$359 million, or 41% of the total budget. O&M expense, as compared to the prior year, increased 9.0%, or \$29.6 million and is explained in this analysis. The economy has had a significant negative impact on GLWA's budget. See the [Economic Outlook Task Force Phase I Report](#) presented to the GLWA Board of Director's in November 2022

Staffing & Personnel The staffing plan (number of positions) is at 1,318 (increase of 25). Full-time Equivalents (FTE), which is the pro-rata hours that a position is budgeted is at 1,153 (decrease of 81). In general, the budget reflects longer lead times in filling positions and the related budget impact. Further information is noted in each category.

Water Operations – increase of \$6.2 million

The majority of this increase is due to chemical costs (\$4.7 million) related to supply chain constraints and increased demand. Other increases: electrical costs for Treatment Plant and Pump Stations (\$0.8 million); Contractual Services due to Mobile Dredging activities (\$0.9 million); gas expense increase (\$0.2 million) due to commodity price increases; and other general categories (\$0.9 million). Decreases were due to personnel (net \$1.3 million) with a reduction of FTE counts (32.5 FTEs) offset by nine additional positions including seven positions focused on insourcing capital program engineering.

Wastewater Operations – increase of \$19.7 million The drivers for this increase are a) utility costs (\$11.2 million) and b) chemicals (\$9.6 million). Increases are partially offset by a decrease in the amounts budgeted for supplies & other (\$0.8 million) for maintenance activities. A net decrease in personnel costs (\$0.3 million) includes two new positions to insource capital program engineering services offset by a budget reduction for hard to fill positions (32.2 FTEs)

Centralized Services¹ – increase \$2.4 million

Increases include personnel (\$0.4 million) for overtime and costs for increased skill levels; contract services to support the Capital Improvement Planning group while staff for that team is ramping up (\$1.1 million); loss of some reimbursements from DWSD Information Technology Shared Services revenue (\$1.4 million) due to reduced needs; and other general categories (\$0.1 million). These increases were offset by a reduction in IT software subscriptions (\$0.6 million).

Administrative Services² – increase \$1.3 million

Increases cover a number of areas including Organizational Development adding five positions (1.75 FTEs) to support onboarding and training (\$0.3 million); Logistics & Materials seeing utilities and facilities cost increases (\$0.2 million) for the Rialto warehouse; Enterprise Risk Management Fund experiencing increased insurance premiums (\$0.1 million); contractual services within Organizational Development (\$0.1 million), CFO Services (\$0.1 million), and others general categories (\$0.5 million).

Questions? Contact the Office of the Chief Financial Officer at cfo@glwater.org

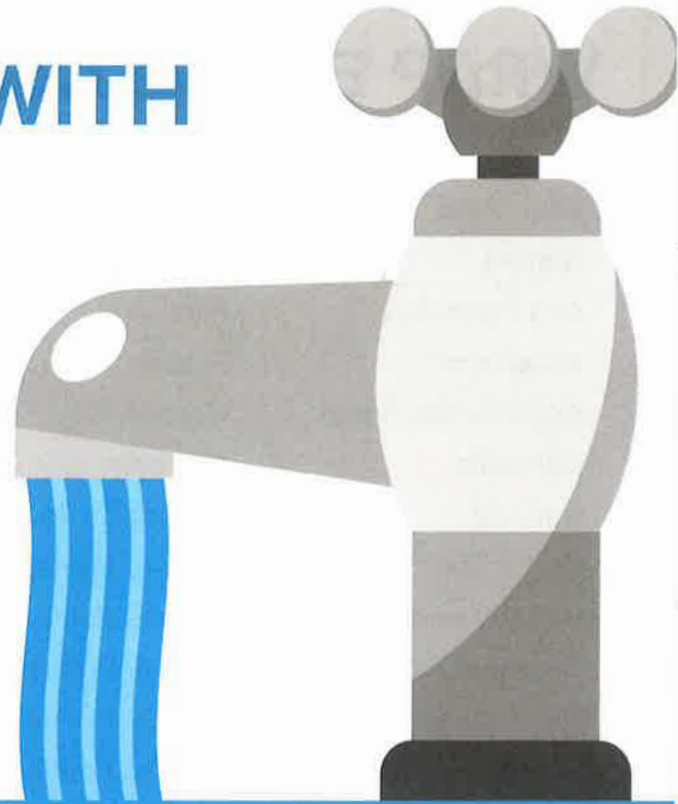
¹ Includes the Planning Services, Systems Control; Facility and Fleet Operations; Field Service Operations; Energy, Research & Innovation; Transformation; Information Technology; and Security & Integrity (includes HazMat).

² Includes the Board of Directors, Chief Executive Officer, Chief Administrative & Compliance Officer (includes Risk Management & Safety), General Counsel, Public Affairs, Organizational Development, and Financial Services.

NEED ASSISTANCE WITH YOUR WATER BILL?

WRAP CAN HELP!

The Water Residential Assistance Program provides funding to eligible, low-income households. Funding is provided by the Great Lakes Water Authority and is administered in partnership with local community action agencies.



WRAP can help reduce your water bill and pay past due balances!

WRAP Eligibility:

- Reside within an eligible GLWA Member Community (see reverse side for list)
- Responsible for paying your water bill
- At or below 200% of the federal poverty level
- Own or rent your home

200% Federal Poverty Chart

Number of Household Members	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Income Limit (\$)	29,160	39,440	49,720	60,000	70,280	80,560	90,840	101,120	111,400	121,680	131,960	142,240	152,520	162,800



Visit glwater.org/assistance to learn more!



WRAP Eligible Communities

Allen Park	Ferndale	Madison Heights	Southfield Township
Almont	Flat Rock	Mayfield Township	Southfield, City of
Ash Township	Flint	Melvindale	Southgate
Auburn Hills	Fraser	New Haven	St. Clair Shores
Augusta Township	Garden City	Northville Township	Sterling Heights
Belleville	Gibraltar	Northville, City of	Sumpter Township
Berkley	Grosse Ile Township	Novi	Superior Township
Berlin Township	Grosse Pointe	Oak Park	Sylvan Lake
Beverly Hills	Grosse Pointe Farms	Orchard Lake	Taylor
Bingham Farms	Grosse Pointe Park	Orion Township	Trenton
Birmingham	Grosse Pointe Shores	Pittsfield Township	Troy
Bloomfield Hills	Grosse Pointe Woods	Pleasant Ridge	Utica
Bloomfield Township	Hamtramck	Plymouth Township	Van Buren Township
Brownstown Township	Harper Woods	Plymouth, City of	Walled Lake
Bruce Township	Harrison Township	Pontiac	Warren
Burtchville Township	Hazel Park	Redford Township	Washington Township
Canton Township	Huntington Woods	River Rouge	Waterford Township
Center Line	Huron Charter Township	Riverview	Wayne, City of
Chesterfield Township	Imlay City	Rochester	West Bloomfield Township
Clawson	Inkster	Rochester Hills	Westland
Clinton Township	Keego Harbor	Rockwood	Wixom
Commerce Township	Lake Orion	Romeo	Woodhaven
Dearborn	Lapeer	Romulus	Ypsilanti Township
Dearborn Heights	Lathrup Village	Roseville	Ypsilanti, City of
Eastpointe	Lenox Township	Royal Oak Township	
Ecorse	Lincoln Park	Royal Oak, City of	
Farmington	Livonia	Shelby Township	
Farmington Hills	Macomb Township	South Rockwood	

City of Detroit Residents may be eligible for the DWSD Lifeline Plan.
Call **313-386-9727** or visit **www.WayneMetro.org/DWSDLifeline**

Water Residential Assistance Program (WRAP) Frequently Asked Questions

What is WRAP?

WRAP provides water and sewer bill assistance and conservation measures to qualifying low-income households within the Great Lakes Water Authority (GLWA) service area, which includes drinking water services for nearly 40 percent, and efficient and effective wastewater services to nearly 30 percent, of Michigan's population.

The conservation measures offered through WRAP focus on creating a healthy home, rather than just reducing water usage. Communities are requested to not conduct shutoffs if the household is enrolled in WRAP.

Why was WRAP created?

As part of its commitment to affordability, GLWA offers WRAP to assist low-income households in its service area.

The goal of WRAP is to set participants up for success. Since 2016, the program has been continuously reviewed and a broad range of adjustments have been made to ensure its adaptability and flexibility to best meet the needs of member partner communities and their residents.

The program was envisioned when GLWA was founded by an agreement between the Mayor of the City of Detroit, the County Executives of Macomb, Oakland and Wayne County and the Governor for the state of Michigan to institute a program that is the first of its kind in Michigan.

What are the benefits of WRAP?

WRAP is a two-year program that provides assistance to households through water and sewer bill credits, arrearage assistance, and conservation measures such as minor plumbing repairs. Households with a senior citizen or person with permanent disabilities are eligible to receive bill credits indefinitely.

Bill Credits - Income Based Plan

The new WRAP Income Based Plan provides bill payment assistance based on the annual household water and sewer bill as a percentage of household income. Bill credit amounts are unique to each household and are determined based on annual household income and water and sewer bills. The goal is for the expected household payment amount toward their water and sewer bill to be three percent of the household income after bill credits are applied.

Arrearage Assistance

Households with a past due balance may receive up to \$1,200 in arrearage assistance toward past-due bills or back payments upon enrollment, and up to an additional \$1,200 in year two of WRAP.

Conservation Measures & Minor Plumbing Repairs

Households are eligible to receive up to \$2,000 in conservations measures, such as a home water audit, minor plumbing repairs and educational water usage information. With an emphasis on creating a healthy home, WRAP provides repairs on leaking or nonfunctioning plumbing and other water fixtures to create a safe and livable home.

Other Benefits

Case management empowers WRAP service delivery partners to work directly with households to review their progress in making payments. Service delivery partners can also provide the household with access to additional services.

How is someone eligible for WRAP?

Households are eligible for WRAP if they meet the following criteria:

- Reside within the GLWA service area;
- Demonstrate household income at or below 200 percent of the federal poverty level;
- Establish they are responsible for the water or sewer bill;
- Reside in the home they own or rent.

How does a household apply for WRAP?

GLWA engages with service delivery partners who have direct oversight of the program in their service areas, allowing for more tailored outreach efforts and support. Partners include Macomb Community Action, United Way for Southeastern Michigan and Wayne Metropolitan Community Action Agency. The table below indicates which service delivery partners administer the program throughout the GLWA service area.

Service Area	Service Delivery Partner	Phone	Online
City of Flint	Wayne Metropolitan Community Action Agency	(810) 510-9727	www.waynemetro.org/wrap
Lapeer County	Macomb Community Action	(586) 469-6464	mca.macombgov.org/mca-wrap
Macomb County	Macomb Community Action	(586) 469-6464	mca.macombgov.org/mca-wrap
Monroe County	Wayne Metropolitan Community Action Agency	(313) 386-9727	www.waynemetro.org/wrap
Oakland County	United Way for Southeastern Michigan	(248) 983-5656	uwsem.smapply.org/prog/utilities
St. Clair County	Macomb Community Action	(586) 469-6464	mca.macombgov.org/mca-wrap
Washtenaw County	Wayne Metropolitan Community Action Agency	(313) 386-9727	www.waynemetro.org/wrap
Wayne County	Wayne Metropolitan Community Action Agency	(313) 386-9727	www.waynemetro.org/wrap
City of Detroit Lifeline Plan*	Wayne Metropolitan Community Action Agency	(313) 386-9727	www.waynemetro.org/dwsdlifeline

** It should be noted that residents within the City of Detroit are eligible for the Detroit Water & Sewerage Department's Lifeline Plan which is partially funded by WRAP and other resources.*

Does a household need a past due balance or shut-off notice to enroll?

No, households are encouraged to apply to for assistance if they meet eligibility criteria before they have a past due bill or a shutoff notice. Households do not need to be in past due or shut-off status to participate.

What is expected of participants?

Households enrolled in WRAP are expected to make on-time payments toward their remaining portion of the bill not covered by the WRAP bill credit. If the household is unable to pay their portion of the water or sewer bill, they should contact their service delivery partner (Wayne Metro, Macomb Community Action or United Way) as soon as possible.

What role do the communities play in the program?

GLWA member partner communities play a key role in ensuring the success of WRAP. Each community is unique and requires a tailored approach to best meet the needs of eligible households. Communities can support WRAP by partnering with service delivery partners and GLWA to help raise awareness of WRAP through targeted outreach and community engagement, such as customer assistance days, townhall events and sharing WRAP content on community websites and social media. Additionally, communities can regularly provide a list of delinquent accounts to their service delivery partner to help focus their efforts. GLWA requests that communities not apply penalties or late fees and do not conduct water shut offs or tax rollovers for households enrolled in WRAP.

How to learn more about WRAP?

To learn more, connect with GLWA's Affordability & Assistance Team at WRAP@glwater.org or visit www.glwater.org/assistance.

WRAP Income Based Plan Communities:

Allen Park	Farmington Hills	Livonia	Royal Oak, City of
Almont	Ferndale	Macomb Township	Shelby Township
Ash Township	Flat Rock	Madison Heights	South Rockwood
Auburn Hills	Flint	Mayfield Township	Southfield Township
Augusta Township	Fraser	Melvindale	Southfield, City of
Belleville	Garden City	New Haven	Southgate
Berkley	Gibraltar	Northville Township	St. Clair Shores
Berlin Township	Grosse Ile Township	Northville, City of	Sterling Heights
Beverly Hills	Grosse Pointe	Novi	Sumpter Township
Bingham Farms	Grosse Pointe Farms	Oak Park	Superior Township
Birmingham	Grosse Pointe Park	Orchard Lake	Sylvan Lake
Bloomfield Hills	Grosse Pointe Shores	Orion Township	Taylor
Bloomfield Township	Grosse Pointe Woods	Pittsfield Township	Trenton
Brownstown Township	Hamtramck	Pleasant Ridge	Troy
Bruce Township	Harper Woods	Plymouth Township	Utica
Burtchville Township	Harrison Township	Plymouth, City of	Van Buren Township
Canton Township	Hazel Park	Pontiac	Walled Lake
Center Line	Huntington Woods	Redford Township	Warren
Chesterfield Township	Huron Charter Township	River Rouge	Washington Township
Clawson	Imlay City	Riverview	Waterford Township
Clinton Township	Inkster	Rochester	Wayne, City of
Commerce Township	Keego Harbor	Rochester Hills	West Bloomfield Township
Dearborn	Lake Orion	Rockwood	Westland
Dearborn Heights	Lapeer	Romeo	Wixom
Eastpointe	Lathrup Village	Romulus	Woodhaven
Ecorse	Lenox Township	Roseville	Ypsilanti Township
Farmington	Lincoln Park	Royal Oak Township	Ypsilanti, City of

City of Detroit – Lifeline Plan

City of Detroit Residents may be eligible for the DWSD Lifeline Plan. Call **313-386-9727** or visit www.WayneMetro.org/DWSDLifeline

City of Birmingham

2023 PRE-MARCH BOARD OF REVIEW MEETING



INFORMATION ONLY

Equalization Responsibilities

The Equalization Division is a branch of property administration which determines assessed and taxable values on properties to generate taxes for each municipality in Oakland County.

Our mission as a Division is as follows:

- ✓ To ensure assessment uniformity among all classes of property
- ✓ Process splits and combinations as they relate to the Land Division Act
 - ✓ Apportionment of local tax rates
- ✓ Contract assessor for 32 communities in Real Property and Business Personal Property
 - ✓ Provide excellent Customer Service

Our office is divided into 6 specialized departments:

Real Property – Consists of certified assessing personnel responsible for the valuation of land and building improvements.

Business Personal Property – Consists of certified auditors responsible for the review and correction of business taxpayers' filings of personal property holdings.

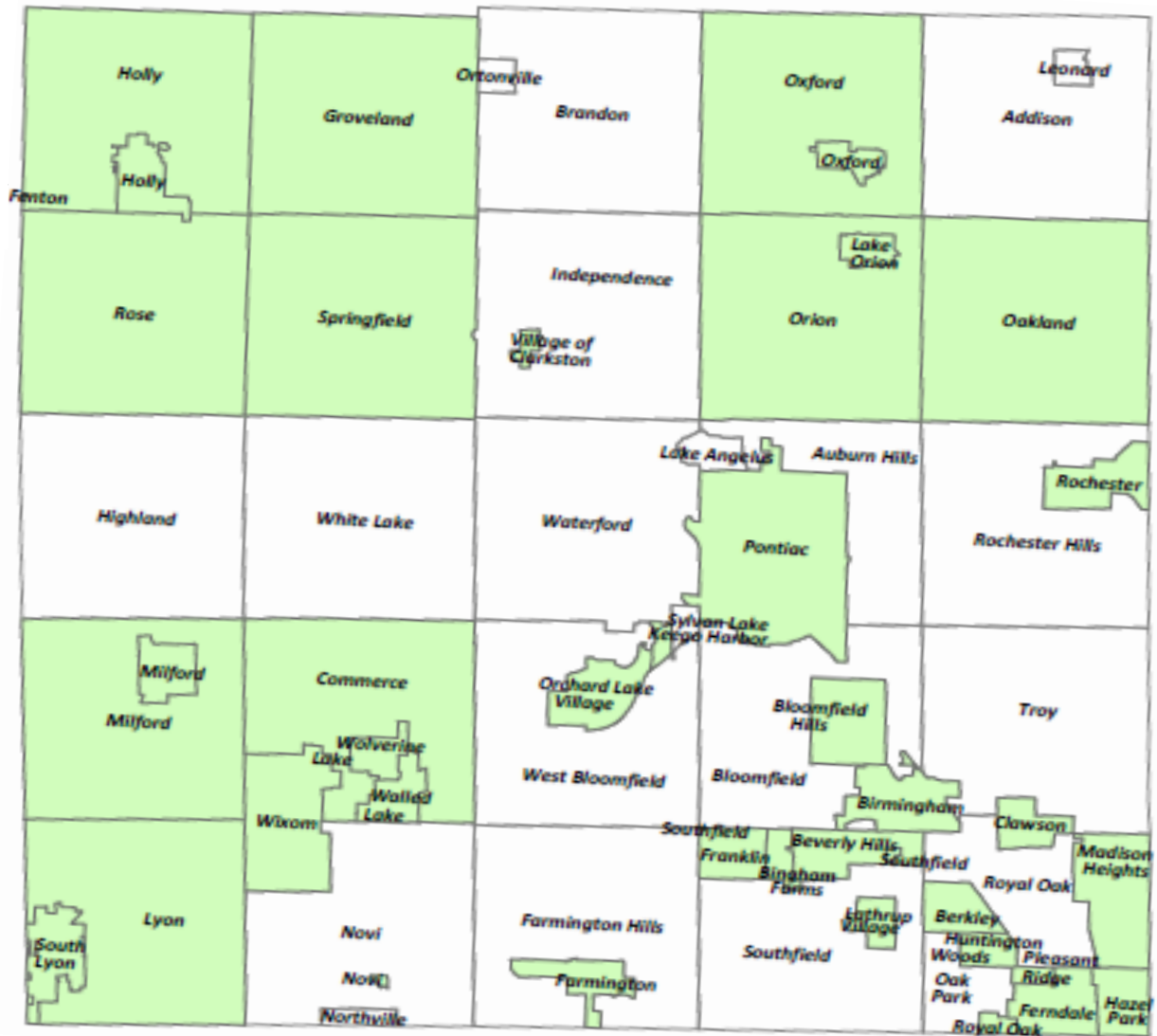
Land Descriptions – Processes splits and combinations of land as it applies to the Land Division Act and Condominium Act. Maintains county map data.

Appeals – Handles appeals that progress to the Michigan Tax Tribunal from our local Boards of Review and State Tax Commission.

Equalization – This is the Checks and Balance side of our office. The Equalization Department reviews the Assessment Roll to determine that all classes of property have been fairly and uniformly assessed. If an inequality exists, the County Board acts to correct the inequality. Upon final determination, the County reports its findings to the State Tax Commission for State Equalization.

Clerical – Processes forms and prepares reports to meet assessing responsibilities.

Contracted Assessing Units



INFORMATION ONLY

2022 Parcel Counts

City of Birmingham

Real Residential
Parcels
9,073

Real Commercial
Parcels
523

Real Industrial
Parcels
6

Personal
Property Parcels
1,482

*Totals do not include exempt or special act parcels.

Average Residential Property Values

City of Birmingham

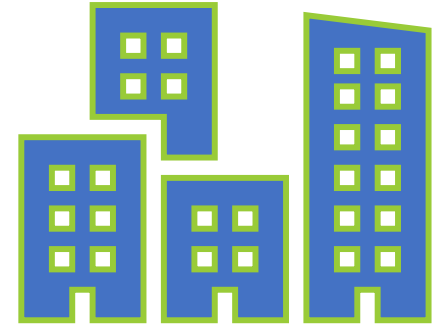
- 2022 Average Selling Price \$701,653
- 2022 Average Residential Assessed Value \$337,651*

*Value includes improved and vacant parcels in the residential classification but does not include exempt parcels.



Value Changes

City of Birmingham



➤ 2023 Commercial Assessed Values	+9.44%
➤ 2023 Industrial Assessed Values	+9.77%
➤ 2023 Residential Assessed Values	+4.76%
➤ 2023 Real Property Taxable Values	+8.30%

*Assessed Value Changes are based on 49.75% closing ratio. All CVT's close between 49% & 50% ratio, therefore the actual % change may differ slightly. 2023 Board of Review decisions may also alter the final percent change.

*Taxable Value only represents real property values. Personal property is not included in this number. These numbers are PRE-March Board of Review for 2023.

*Taxable value change includes veteran exemptions that are removed from the roll annually at a BOR.

Average Residential Value Changes

2023 RATIOS / MOVES		MOVE BASED ON
TOWNSHIPS		49.75%
SALES APRIL 1, 2020 THRU MARCH 31, 2022	RESIDENTIAL RATIO	RESIDENTIAL MOVE
ADDISON TOWNSHIP	45.43	9.51%
BLOOMFIELD TOWNSHIP	46.10	7.92%
BRANDON TOWNSHIP	44.46	11.90%
COMMERCE TOWNSHIP	45.93	8.32%
GROVELAND TOWNSHIP	45.40	9.58%
HIGHLAND TOWNSHIP	44.68	11.35%
HOLLY TOWNSHIP	44.04	12.97%
INDEPENDENCE TOWNSHIP	45.93	8.32%
LYON TOWNSHIP	45.40	9.58%
MILFORD TOWNSHIP	45.86	8.48%
NOVI TOWNSHIP	46.47	7.06%
OAKLAND TOWNSHIP	46.20	7.68%
ORION TOWNSHIP	45.55	9.22%
OXFORD TOWNSHIP	45.22	10.02%
ROSE TOWNSHIP	45.45	9.46%
ROYAL OAK TOWNSHIP	43.18	15.22%
SOUTHFIELD TOWNSHIP	46.31	7.43%
SPRINGFIELD TOWNSHIP	44.83	10.97%
WATERFORD TOWNSHIP	45.24	9.97%
WEST BLOOMFIELD TOWNSHIP	46.23	7.61%
WHITE LAKE TOWNSHIP	46.64	6.67%

COUNTY AVERAGE	9.08%
----------------	-------

COUNTY MEDIAN	9.05%
---------------	-------

2023 RATIOS / MOVES		MOVE BASED ON
CITIES		49.75%
SALES APRIL 1, 2020 THRU MARCH 31, 2022	RESIDENTIAL RATIO	RESIDENTIAL MOVES
AUBURN HILLS CITY	44.94	10.70%
BERKLEY CITY	45.97	8.22%
BIRMINGHAM CITY	47.49	4.76%
BLOOMFIELD HILLS CITY	47.82	4.04%
CLARKSTON CITY	46.90	6.08%
CLAWSON CITY	45.66	8.96%
FARMINGTON CITY	45.60	9.10%
FARMINGTON HILLS CITY	45.64	9.01%
FENTON CITY	45.31	9.80%
FERNDALE CITY	45.39	9.61%
HAZEL PARK CITY	43.55	14.24%
HUNTINGTON WOODS CITY	46.10	7.92%
KEEGO HARBOR CITY	43.43	14.55%
LAKE ANGELUS CITY	48.35	2.90%
LATHRUP VILLAGE CITY	44.92	10.75%
MADISON HEIGHTS CITY	44.68	11.35%
NORTHVILLE CITY	46.20	7.68%
NOVI CITY	46.51	6.97%
OAK PARK CITY	43.40	14.63%
ORCHARD LAKE CITY	48.69	2.18%
PLEASANT RIDGE CITY	46.42	7.17%
PONTIAC CITY	43.93	13.25%
ROCHESTER CITY	46.29	7.47%
ROCHESTER HILLS CITY	45.45	9.46%
ROYAL OAK CITY	47.33	5.11%
SOUTHFIELD CITY	44.79	11.07%
SOUTH LYON CITY	45.68	8.91%
SYLVAN LAKE CITY	45.72	8.81%
TROY CITY	46.32	7.41%
WALLED LAKE CITY	45.22	10.02%
WIXOM CITY	45.00	10.56%

2023 Ratios/Moves				
COMMERCIAL / INDUSTRIAL CITIES		<i>Move based on:</i> 49.75%		<i>Move based on:</i> 49.75%
	COMMERCIAL RATIOS	COMMERCIAL MOVES	INDUSTRIAL RATIOS	INDUSTRIAL MOVES
AUBURN HILLS CITY	48.92	1.70%	47.84	3.99%
BERKLEY CITY	44.66	11.40%	44.97	10.63%
BIRMINGHAM CITY	45.46	9.44%	45.32	9.77%
BLOOMFIELD HILLS CITY	47.81	4.06%	-	-
CLARKSTON CITY	43.57	14.18%	-	-
CLAWSON CITY	43.42	14.58%	43.84	13.48%
FARMINGTON CITY	43.95	13.20%	43.95	13.20%
FARMINGTON HILLS CITY	45.04	10.46%	43.81	13.56%
FENTON CITY	-	-	-	-
FERNDALE CITY	43.46	14.47%	43.36	14.74%
HAZEL PARK CITY	43.12	15.38%	43.45	14.50%
HUNTINGTON WOODS CITY	46.33	7.38%	-	-
KEEGO HARBOR CITY	46.32	7.41%	-	-
LAKE ANGELUS CITY	-	-	-	-
LATHRUP VILLAGE CITY	46.54	6.90%	-	-
MADISON HEIGHTS CITY	45.03	10.48%	43.49	14.39%
NORTHVILLE CITY	46.37	7.29%		
NOVI CITY	47.67	4.36%	46.26	7.54%
OAK PARK CITY	45.35	9.70%	45.59	9.12%
ORCHARD LAKE CITY	45.70	8.86%	43.24	15.06%
PLEASANT RIDGE CITY	43.98	13.12%	-	-
PONTIAC CITY	46.74	6.44%	44.99	10.58%
ROCHESTER CITY	46.45	7.10%	47.80	4.08%
ROCHESTER HILLS CITY	47.55	4.63%	46.84	6.21%
ROYAL OAK CITY	47.42	4.91%	46.05	8.03%
SOUTHFIELD CITY	46.78	6.35%	47.93	3.80%
SOUTH LYON CITY	44.69	11.32%	44.91	10.78%
SYLVAN LAKE CITY	46.62	6.71%	49.04	1.45%
TROY CITY	46.76	6.39%	45.50	9.34%
WALLED LAKE CITY	44.62	11.50%	44.49	11.82%
WIXOM CITY	43.83	13.51%	43.85	13.45%
OAKLAND COUNTY AVERAGE	46.07	7.99%	46.08	7.97%

Commercial & Industrial Value Changes Cities



2023 Ratios/Moves

COMMERCIAL / INDUSTRIAL TOWNSHIPS

Move based on:

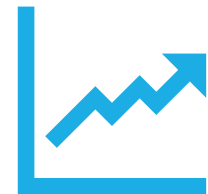
Move based on:

49.75%

49.75%

	COMMERCIAL RATIOS	COMMERCIAL MOVES	INDUSTRIAL RATIOS	INDUSTRIAL MOVES
ADDISON TOWNSHIP	47.77	4.14%	48.25	3.11%
BLOOMFIELD TOWNSHIP	46.91	6.05%	48.89	1.76%
BRANDON TOWNSHIP	48.19	3.24%	47.77	4.14%
COMMERCE TOWNSHIP	45.22	10.02%	44.39	12.07%
GROVELAND TOWNSHIP	47.37	5.02%	49.69	0.12%
HIGHLAND TOWNSHIP	47.29	5.20%	45.54	9.24%
HOLLY TOWNSHIP	45.39	9.61%	47.87	3.93%
INDEPENDENCE TOWNSHIP	47.01	5.83%	45.97	8.22%
LYON TOWNSHIP	45.09	10.33%	44.87	10.88%
MILFORD TOWNSHIP	45.49	9.36%	47.25	5.29%
NOVI TOWNSHIP	-	-	-	-
OAKLAND TOWNSHIP	48.18	3.26%	44.00	13.07%
ORION TOWNSHIP	44.99	10.58%	45.51	9.32%
OXFORD TOWNSHIP	46.76	6.39%	47.38	5.00%
ROSE TOWNSHIP	49.01	1.51%	49.53	0.44%
ROYAL OAK TOWNSHIP	46.14	7.82%	45.25	9.94%
SOUTHFIELD TOWNSHIP	46.14	7.82%	49.66	0.18%
SPRINGFIELD TOWNSHIP	46.34	7.36%	45.67	8.93%
WATERFORD TOWNSHIP	46.13	7.85%	44.86	10.90%
WEST BLOOMFIELD TOWNSHIP	46.89	6.10%	49.44	0.63%
WHITE LAKE TOWNSHIP	47.01	5.83%	47.03	5.78%
OAKLAND COUNTY AVERAGE	46.67	6.61%	46.94	5.98%

Commercial & Industrial Value Changes Townships



INFORMATION ONLY

HISTORICAL 2022 & 2023 REAL PROPERTY TAXABLE VALUE ESTIMATES FOR OCED CONTRACTED COMMUNITIES: CITIES

As of January 2023

*These taxable value estimates include only real property. Also please note the 2023 numbers are Pre-March Board of Review.

2023 CITY TAXABLE VALUE ESTIMATES REAL PROPERTY ONLY			
CVT	2022 TAXABLE	2023 PRE MBR TV	2023 TV %
BERKLEY	690,637,030	746,310,060	8.06%
BIRMINGHAM	2,887,183,550	3,126,780,760	8.30%
BLOOMFIELD HILLS	960,104,160	1,018,820,580	6.12%
CLARKSTON VILLAGE	49,620,150	53,953,720	8.73%
CLAWSON	423,928,610	460,522,900	8.63%
FARMINGTON	391,634,110	422,326,110	7.84%
FERNDALE	748,728,190	823,484,710	9.98%
HAZEL PARK	265,305,220	295,583,700	11.41%
HUNTINGTON WOODS	415,287,910	442,232,430	6.49%
KEEGO HARBOR	116,680,910	127,675,070	9.42%
LATHRUP VILLAGE	159,549,870	173,342,090	8.64%
MADISON HEIGHTS	874,689,970	950,724,250	8.69%
ORCHARD LAKE	433,249,690	461,660,600	6.56%
PLEASANT RIDGE	180,377,680	194,405,990	7.78%
PONTIAC	856,323,430	955,365,600	11.57%
ROCHESTER	861,907,590	930,507,180	7.96%
SOUTH LYON	435,701,650	485,957,420	11.53%
WALLED LAKE	236,933,200	259,197,350	9.40%
WIXOM	766,079,210	859,435,070	12.19%

*2023 Pre MBR TV estimates account for all dollars attributed to parcels that qualify for the veteran's exemption. Due to the requirement that veterans must refile annually before being granted the exemption, the TV will appear inflated prior to the Board of Review beginning to process these exemptions. The dollars must roll back on at the beginning of each year and then roll off as exemptions are processed.

*Approximate TV attributed to veteran exemptions in Birmingham = \$3,764,890

*Veterans TV is estimated based upon 2022 vet filings.

HISTORICAL 2022 & 2023 REAL PROPERTY TAXABLE VALUE ESTIMATES FOR OCED CONTRACTED COMMUNITIES: TOWNSHIPS

As of January 2023

*These taxable value estimates include only real property. Also please note the 2023 numbers are Pre-March Board of Review.

2023 TOWNSHIP TAXABLE VALUE ESTIMATES REAL PROPERTY ONLY			
CVT	2022 TV	2023 PRE MBR TV	2023 TV %
COMMERCE	2,384,711,750	2,582,632,380	8.30%
GROVELAND	238,537,890	260,219,700	9.09%
HOLLY	365,802,650	403,371,810	10.27%
LYON	1,463,663,140	1,677,841,340	14.63%
MILFORD	995,459,950	1,081,879,560	8.68%
NOVI	9,936,250	10,544,450	6.12%
OAKLAND	1,628,595,960	1,756,108,820	7.83%
ORION	1,989,793,220	2,173,087,560	9.21%
OXFORD	976,497,320	1,065,604,530	9.13%
ROSE	271,581,150	295,663,740	8.87%
ROYAL OAK	30,680,400	32,835,340	7.02%
SOUTHFIELD	1,253,461,960	1,341,842,590	7.05%
SPRINGFIELD	712,762,400	770,472,990	8.10%

*2023 Pre MBR TV estimates account for all dollars attributed to parcels that qualify for the veteran's exemption. Due to the requirement that veterans must refile annually before being granted the exemption, the TV will appear inflated prior to the Board of Review beginning to process these exemptions. The dollars must roll back on at the beginning of each year and then be rolled off as exemptions are processed.

2022 Personal Property Numbers

City of Birmingham

☐ Eligible Manufacturing Personal Property Statements	2
☐ 2022 5076 Affidavits (Small Business Exemption)	1,015
☐ 2022 Personal Property Statements Processed *Excludes 5076 forms	286

****These figures reflect statements filed; not all personal property parcels****

INFORMATION ONLY

2023 Personal Property Updates

City of Birmingham

Small Business Property Tax Exemption Claim (Form 5076)

New for 2023 Tax Year: The amount eligible for exemption has increased! Businesses with more than \$80,000 but less than \$180,000 combined True Cash Value of personal property owned, leased or used by them (and any related entity) within a municipality may now qualify for this exemption if they fully complete & timely file BOTH Form 5076 “Small Business Property Tax Exemption Claim” AND Form 632 “Personal Property Statement”. Late Filed forms may be filed directly with the local unit March Board of Review. Failure to file both forms either timely or at the local March Board of Review will mean the property owner will NOT receive the exemption, even if the property would otherwise be eligible.

Eligible Manufacturing Personal Property Tax Exemption Claim (Form 5278)

Beginning in 2023, taxpayers will only need to file Form 5278 in the first year of eligibility for the EMPP exemption. For all years thereafter, the Department of Treasury will generate Essential Services Assessment (aka: ESA) Statements utilizing the information from the previous year’s certified ESA Statements. After 2023 businesses will no longer be required to file Form 5278 every year. The exemption will remain if the business still qualifies.

INFORMATION ONLY

ESA/EMPP REIMBURSEMENTS – CITIES

TAXING UNIT NAME	2022 PPT REIMBURSEMENT	OCTOBER 2022 DISTRIBUTION	FEBRUARY 2023 DISTRIBUTION
AUBURN HILLS	\$1,736,291.22	\$ -	\$1,736,291.22
BERKLEY	\$43,361.01	\$43,361.01	\$ -
BIRMINGHAM	\$70,963.36	\$70,963.36	\$ -
BLOOMFIELD HILLS	\$24,730.81	\$24,730.81	\$ -
CLARKSTON	\$651.40	\$651.40	\$ -
CLAWSON	\$95,640.22	\$95,640.22	\$ -
FARMINGTON	\$39,409.56	\$39,409.56	\$ -
FARMINGTON HILLS	\$752,768.20	\$752,768.20	\$ -
FERNDALE	\$481,170.41	\$481,170.41	\$ -
HAZEL PARK	\$97,236.91	\$97,236.91	\$ -
HUNTINGTON WOODS	\$4,636.49	\$4,636.49	\$ -
KEEGO HARBOR	\$9,103.60	\$9,103.60	\$ -
LAKE ANGELUS	\$0.44	\$0.44	\$ -
LATHRUP VILLAGE	\$22,364.11	\$22,364.11	\$ -
MADISON HEIGHTS	\$1,292,436.16	\$1,292,436.16	\$ -
NOVI	\$37,374.15	\$37,374.15	\$ -
OAK PARK	\$91,313.05	\$91,313.05	\$ -
ORCHARD LAKE	\$4,850.89	\$4,850.89	\$ -
PLEASANT RIDGE	\$11,659.47	\$11,659.47	\$ -
PONTIAC	\$84,606.45	\$84,606.45	\$ -
ROCHESTER	\$231,197.21	\$231,197.21	\$ -
ROCHESTER HILLS	\$370,816.39	\$ -	\$370,816.39
ROYAL OAK	\$629,521.57	\$629,521.57	\$ -
SOUTHFIELD	\$1,967,996.27	\$1,967,996.27	\$ -
SOUTH LYON	\$97,106.04	\$97,106.04	\$ -
SYLVAN LAKE	\$15,575.41	\$15,575.41	\$ -
TROY	\$811,016.77	\$811,016.77	\$ -
WALLED LAKE	\$17,516.65	\$17,516.65	\$ -
WIXOM	\$399,882.00	\$399,882.00	\$ -

For Further Information Contact:

www.oakgov.com/mgtbud/equal
 Tiffany Jacob, Supervisor
 at jacobt@oakgov.com

or www.Michigan.gov/pptreimbursement
 517-373-2697 or
treasortappt@Michigan.gov

INFORMATION ONLY

ESA/EMPP REIMBURSEMENTS – TOWNSHIPS & VILLAGES

TAXING UNIT NAME	2022 PPT REIMBURSEMENT	OCTOBER 2022 DISTRIBUTION	FEBRUARY 2023 DISTRIBUTION
ADDISON	\$16,865.83	\$ -	\$16,865.83
BLOOMFIELD	\$124,588.14	\$ -	\$124,588.14
BRANDON	\$20,395.10	\$ -	\$20,395.10
COMMERCE	\$20,605.38	\$ -	\$20,605.38
GROVELAND	\$8,692.55	\$ -	\$8,692.55
HIGHLAND	\$7,942.42	\$ -	\$7,942.42
HOLLY	\$1,285.17	\$ -	\$1,285.17
INDEPENDENCE	\$18,012.11	\$ -	\$18,012.11
LYON	\$6,489.23	\$ -	\$6,489.23
MILFORD	\$229,512.89	\$ -	\$229,512.89
NOVI	\$0.00	\$ -	\$ -
OAKLAND	\$10,644.53	\$ -	\$10,644.53
ORION	\$92,537.49	\$ -	\$92,537.49
OXFORD	\$246,170.78	\$ -	\$246,170.78
ROSE	\$4,668.51	\$ -	\$4,668.51
ROYAL OAK	\$22,732.83	\$ -	\$22,732.83
SOUTHFIELD	\$3,703.80	\$ -	\$3,703.80
SPRINGFIELD	\$22,141.50	\$ -	\$22,141.50
WATERFORD	\$100,658.96	\$ -	\$100,658.96
WEST BLOOMFIELD	\$122,167.91	\$ -	\$122,167.91
WHITE LAKE	\$33,653.76	\$ -	\$33,653.76
BEVERLY HILLS	\$26,194.21	\$26,194.21	\$ -
BINGHAM FARMS	\$35,599.93	\$35,599.93	\$ -
FRANKLIN	\$1,659.78	\$1,659.78	\$ -
HOLLY	\$8,206.45	\$8,206.45	\$ -
LAKE ORION	\$2,415.72	\$2,415.72	\$ -
LEONARD	\$10,027.89	\$10,027.89	\$ -
MILFORD	\$10,577.17	\$10,577.17	\$ -
ORTONVILLE	\$1,343.92	\$1,343.92	\$ -
OXFORD	\$54,477.13	\$54,477.13	\$ -
WOLVERINE LAKE	\$818.68	\$818.68	\$ -

For Further Information Contact:

www.oakgov.com/mgtbud/equal
 Tiffany Jacob, Supervisor
 at jacobt@oakgov.com

or www.Michigan.gov/pptreimbursement
 517-373-2697 or
treasortppt@Michigan.gov

INFORMATION ONLY

IRM – 2023 INFLATION RATE MULTIPLIER

1.079 OR 7.9%

5102 (Rev. 01-18)



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

**Bulletin 17 of 2022
Inflation Rate Multiplier
November 15, 2022**

**Bulletin 17 of 2022
Inflation Rate Multiplier
November 15, 2022**

Also Known As:
Consumer Price
Index (CPI)

TO: Assessors and Equalization Directors
FROM: Michigan State Tax Commission
SUBJECT: Inflation Rate Multiplier for use in the 2023 capped value formula and the "Headlee" Millage Reduction Fraction (MRF) formula

The calculation of the Inflation Rate Multiplier is set in statute in MCL 211.34d:

(l) "Inflation rate" means the ratio of the general price level for the state fiscal year ending in the calendar year immediately preceding the current year divided by the general price level for the state fiscal year ending in the calendar year before the year immediately preceding the current year.

(f) "General price level" means the annual average of the 12 monthly values for the United States consumer price index for all urban consumers as defined and officially reported by the United States Department of Labor, Bureau of Labor Statistics.

Calculation of 2023 Inflation Rate Multiplier

Based on the statutory requirements in MCL 211.34d, the calculation of the inflation rate multiplier for 2023 is as follows:

1. The 12 monthly values for October 2020 through September 2021 are averaged.
2. The 12 monthly values for October 2021 through September 2022 are averaged.
3. The ratio is calculated by dividing the average of column 2 by the average of column 1.

The specific numbers from the US Department of Labor, Bureau of Labor Statistics are as follows:

	<u>FY 2020 - 2021</u>	<u>FY 2021 - 2022</u>
Oct 2020	260.388	Oct 2021 276.589
Nov 2020	260.229	Nov 2021 277.948
Dec 2020	260.474	Dec 2021 278.802
Jan 2021	261.582	Jan 2022 281.148
Feb 2021	263.014	Feb 2022 283.716
Mar 2021	264.877	Mar 2022 287.504
Apr 2021	267.054	Apr 2022 289.109
May 2021	269.195	May 2022 292.296
Jun 2021	271.696	Jun 2022 296.311
Jul 2021	273.003	Jul 2022 296.276
Aug 2021	273.567	Aug 2022 296.171
Sep 2021	274.310	Sep 2022 296.808
Average	266.616	Average 287.723
		Ratio 1.079
		% change 7.9%

P.O. BOX 30471 • LANSING, MICHIGAN 48909
www.michigan.gov/statetaxcommission • 517-335-3429

***Because the IRM of 7.9% exceeds 5%, a multiplier of 1.05 (5%) must be used in the Capped Value Formula for 2023.**

$$2023 \text{ CAPPED VALUE} = (2022 \text{ TAXABLE VALUE} - \text{LOSSES}) \times 1.05 + \text{ADDITIONS}$$

INFORMATION ONLY

HEADLEE ROLLBACK



- The term “Headlee Rollback” relates to the passage of the Headlee Amendment in 1978 to Michigan’s Constitution. In a nutshell, Headlee requires a local unit of government to reduce its millage when annual growth on existing property is greater than the rate of inflation.
- As a consequence, the local unit’s millage rate gets “rolled back” so that the resulting growth in property tax revenue, community-wide, is no more than the rate of inflation.

Oakland County Equalization

www.oakgov.com/mgtbud/equal

For questions contact Shannon Moore at mooresh@oakgov.com

INFORMATION ONLY

HEADLEE ROLLBACK CALCULATION FORMULA:

The Current IRM is 7.9%

$$\frac{\text{Prior Year TV} \quad \text{Minus Losses}}{\text{Current Year TV} \quad \text{Minus} \quad \text{Additions}} \times \text{IRM} = \text{Millage Reduction Factor (MRF)}$$

Variables Affecting Millage Rollback

The major variables that impact the Headlee rollback calculation include:

- Taxable value uncapping from property transfers (“pop-ups”)
 - The greater the number of pop-ups, a greater impact on rollback

- Change in CPI
 - The lower the CPI, a greater impact on rollback
 - The higher the CPI, a lesser impact on rollback

- Property tax exemption will also have an impact on rollback

City of Birmingham

Open Tax Tribunal Cases

Open Michigan Tax Tribunal Cases as of 02/15/23

Docket Number	Parcel	Parcel Tax Year	Tribunal Type	Appeal Type	Parcel Class	Original Assessed Value	Original Taxable Value	Petitioner Assessed Value	Petitioner Taxable Value	Assessed Value in Contention	Taxable Value in Contention
22-000772	08-19-36-210-001	2022	Full	SA	Commercial - Improved	\$8,372,830	\$3,182,110	\$8,372,830	\$3,182,110	\$0	\$0
22-000772	08-19-36-210-003	2022	Full	SA	Commercial - Vacant	\$98,640	\$53,750	\$98,640	\$53,750	\$0	\$0
22-000772	08-19-36-210-005	2022	Full	SA	Commercial - Improved	\$849,770	\$516,500	\$849,770	\$516,500	\$0	\$0
22-001131	08-20-31-207-001	2022	Full	Val	Commercial - Improved	\$1,311,800	\$1,311,800	\$500,000	\$500,000	(\$811,800)	(\$811,800)
22-001132	08-20-31-207-007	2022	Full	Val	Commercial - Improved	\$993,370	\$993,370	\$300,000	\$300,000	(\$693,370)	(\$693,370)
22-001133	08-20-31-209-001	2022	Full	Val	Commercial - Improved	\$1,438,630	\$1,438,630	\$750,000	\$750,000	(\$688,630)	(\$688,630)
22-001135	08-20-31-208-025	2022	Full	Val	Commercial - Improved	\$852,580	\$852,580	\$550,000	\$550,000	(\$302,580)	(\$302,580)
22-001137	08-20-31-207-008	2022	Full	Val	Commercial - Improved	\$1,436,260	\$1,436,260	\$250,000	\$250,000	(\$1,186,260)	(\$1,186,260)
22-001301	08-20-31-355-033	2022	Full	Val	Commercial - Improved	\$1,283,660	\$1,051,160	\$500,000	\$500,000	(\$783,660)	(\$551,160)
22-001328	08-19-25-483-026	2022	Full	Val	Commercial - Improved	\$1,037,470	\$619,800	\$537,500	\$537,500	(\$499,970)	(\$82,300)
22-001443	08-19-25-328-001	2022	Full	Val	Commercial - Improved	\$6,004,490	\$5,300,170	\$3,875,000	\$3,875,000	(\$2,129,490)	(\$1,425,170)
22-001446	08-19-25-328-061	2022	Full	Val	Commercial - Improved	\$824,140	\$795,360	\$500,000	\$500,000	(\$324,140)	(\$295,360)
22-001941	08-20-30-379-043	2022	Full	Val	Commercial - Improved	\$1,854,690	\$1,854,690	\$1,000,000	\$1,000,000	(\$854,690)	(\$854,690)
22-002195	08-20-31-351-020	2022	Full	Val	Commercial - Improved	\$1,056,210	\$682,430	\$400,000	\$400,000	(\$656,210)	(\$282,430)
22-002617	08-19-26-177-013	2022	Full	Val	Residential - Improved	\$1,238,340	\$1,177,680	\$750,000	\$750,000	(\$488,340)	(\$427,680)
22-002521	08-19-36-159-005	2022	Small	Val	Residential Condominiums	\$1,054,930	\$1,054,930	\$896,378	\$896,378	(\$158,552)	(\$158,552)
22-002619	08-19-35-479-011	2022	Small	Val	Residential - Improved	\$232,740	\$232,740	\$205,000	\$205,000	(\$27,740)	(\$27,740)
22-002630	08-19-35-126-003	2022	Small	Val	Residential - Improved	\$1,692,290	\$1,673,590	\$1,250,000	\$1,250,000	(\$442,290)	(\$423,590)
22-002700	08-19-36-255-008	2022	Small	Val	Residential - Improved	\$394,940	\$394,940	\$350,000	\$350,000	(\$44,940)	(\$44,940)
22-002714	08-19-35-226-009	2022	Small	Val	Residential - Improved	\$431,560	\$431,560	\$375,500	\$375,500	(\$56,060)	(\$56,060)
22-002752	08-19-35-327-035	2022	Small	Val	Residential - Improved	\$207,490	\$125,560	\$190,000	\$190,000	(\$17,490)	\$64,440
22-003100	08-19-26-176-007	2022	Small	SA	Residential - Improved	\$513,020	\$358,170	\$513,020	\$358,170	\$0	\$0



Highlights of 2022

INFORMATION ONLY

Menu



Watch Now

Quick links...

ADVERTISEMENT

ZINGERMAN'S
Cornman farms

Celebrate with us!
One-of-a-kind venue

LEARN MORE

NEWS > REGION > OAKLAND COUNTY



Birmingham police say they are cracking down on handicap parking violators



CLOSE

ADVERTISEMENT

0:00

INFORMATION ONLY

The city of Birmingham is cracking down on unauthorized parking in handicap spots.



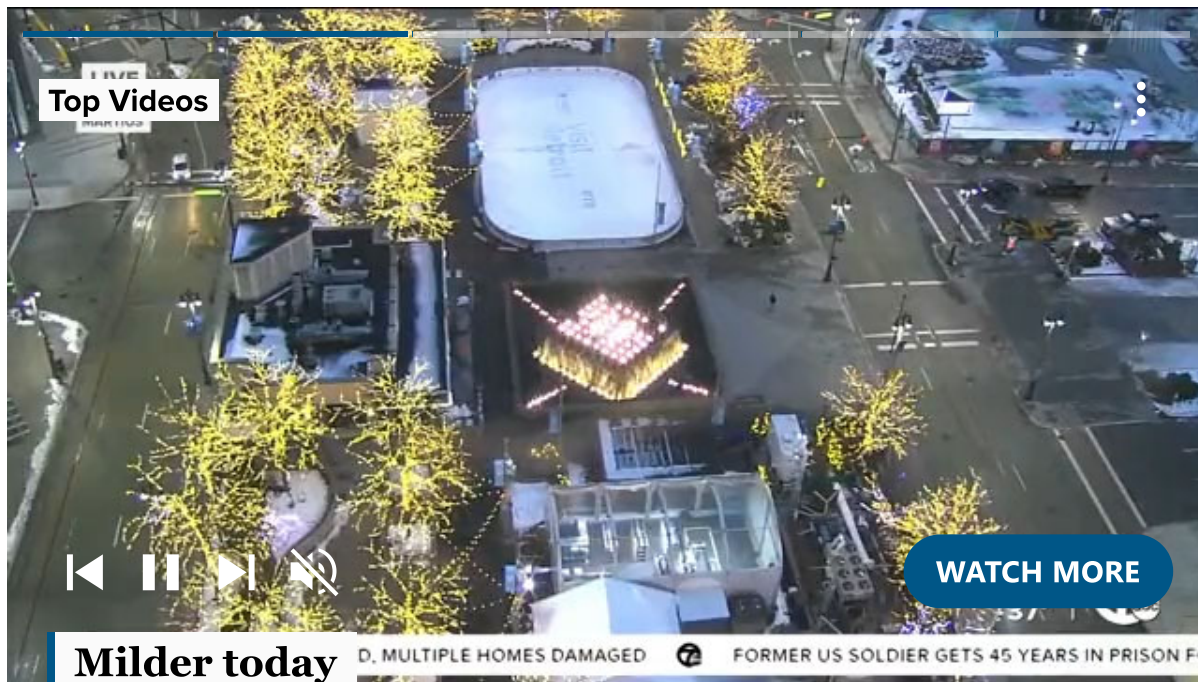
By: [Kim Russell](#)

Posted at 5:54 PM, Mar 02, 2023 and last updated 6:08 PM, Mar 02, 2023

BIRMINGHAM, Mich. (WXYZ) — Birmingham police told WXYZ this week they responded to crack down on a problem: People keep parking in handicapped spots and the unloading area next to them in downtown Birmingham. As WXYZ covered the story, we saw it happen.

This is something people who rely on handicapped spots say they see all too often. Drivers, often picking up carryout, park illegally in the handicapped spot or in the unloading area next to it.

Recent Stories from wxyz.com



“I kept calling the parking police saying you have to come tow this car, being

CLOSE

ADVERTISEMENT

like you have to tow this car. We literally watched a woman with a walker have to go out in the street to get on the sidewalk,” explained Alexandra Ayaub, a Birmingham resident.

INFORMATION ONLY

Ayoub says she started keeping track. She shared pictures she took of vehicles she saw parked with no handicap permit displayed or plate.

She notices this because she knows what it is like. She was born with club feet, underwent numerous surgeries to gain mobility but still lives with pain. She says it is hard not to get mad when trying to park in downtown Birmingham.

“I have literally driven around the block a few times and then am like, I am going to go home and forget it. Because that might be a day when my mobility needs extra care and I am being blocked by someone who is illegally in that space,” said Ayoub.

She shared her frustrations about people parking not only in handicap spaces but in the unloading area next to the space and got a surprise.

Many people on social media said they didn’t know this space that accommodates people with wheelchairs and walkers was also illegal to park in. She says awareness is key so everyone can live lives with freedom, regardless of their physical abilities.

“The world is hard enough to navigate as someone with a disability and people make it so much harder by putting their convenience over someone else’s well-being. It is incredibly frustrating,” she said.

The fine for parking in a handicap spot is \$100 dollars.

Copyright 2023 Scripps Media, Inc. All rights reserved. This material may not be published, broadcast, rewritten, or redistributed.

Sign up for the **Morning Newsletter** and receive up to date information.

E-mail

ADVERTISEMENT

Submit

CLOSE

CURATION BY

outbrain

INFORMATION ONLY



Alex Bingham <abingham@bhamgov.org>

Comcast Programming Advisory

1 message

'Comcast Heartland' via Clerks Office <ClerksOffice@bhamgov.org>

Fri, Mar 3, 2023 at 10:07 AM

Reply-To: Comcast Heartland <Comcast_Heartland@comcast.com>

Cc: "Woody, Eric" <Eric_Woody@comcast.com>

Good morning,

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change:

- Effective March 31, 2023, Band International will cease operations.

Please feel free to contact me at 248-924-4917 if you have any questions.

Sincerely,

Eric Woody

Manager, External Affairs

Comcast, Heartland Region

41112 Concept Dr.

Plymouth, MI 48170

INFORMATION ONLY

Print this page  | Text resize 

Property taxes are required to fund City programs and services such as police and fire protection, refuse collection, capital and infrastructure improvements and recreational facilities and activities. Approximately 70% of the City's General Operating Fund is derived from property taxes. This revenue source is based on taxable valuation of industrial, commercial, and residential real and personal property as determined by the City Assessor. The millage rates levied on the taxable values are determined each year during the annual budget process. The millage rates are established so as to provide sufficient funding to support the level of service, programs and projects approved in the annual budget.

[Pay taxes online](#)

Choose correct mailing address when paying property taxes via online banking portals

The City reminds those taxpayers who pay their taxes online through their bank to select the following mailing address with your tax payment:

CITY OF BIRMINGHAM-TAXES

P.O. BOX 671732

DETROIT, MI 48267-1732

As you can see, the City's bank is in DETROIT! That is why the Detroit P.O. Box is listed for the payment. The City urges you to confirm that you have the correct P.O. Box, City and Zip Code information when associated with your tax payment. If you do not include the correct city or zip code information, your payment may be at risk of not being delivered to the City.

The City also reminds you to please include your 12-digit parcel number 08-XX-XX-XXX-XXX which can be found on your tax bill, as your account number.

General Information

The City of Birmingham issues two tax bills every year. The first tax bill is mailed on July 1 and due without penalty on August 31. The second bill is mailed December 1 and is due without penalty on February 14.

The July tax bill is comprised of Birmingham City tax, Intermediate School, partial Birmingham School, Oakland Community College, Oakland County tax and State Education taxes. After August 31, the penalty is $\frac{3}{4}$ of 1 percent per month or fraction of a month.

The December bill is comprised of HCMA, Oakland County Parks & Recreation, Oakland County Public Transportation Authority, Zoo Authority, Art Institute and partial Birmingham School tax. There is an additional 3% penalty on property taxes paid February 15 through February 28. Beginning March 1 property taxes must be paid at Oakland County.

Tax Rate

You can calculate your tax bill by dividing the taxable value of your property by 1,000 and multiplying that number times the millage rate. A Principal Residence with a taxable value of \$288,750 would have a \$9,892.37 July 2022 tax bill and December 2022 tax bill of \$1,247.89 for a total of \$11,140.26 ($\$288,750/1,000 \times 38.5810$). A mill translates to \$1.00 for every \$1,000



in taxable value.

Frequently Asked Questions regarding the City's Tax Rate

Is the City of Birmingham's local tax rate high compared to surrounding cities?

No. The City of Birmingham's local tax rate is 13.3542, which is low in comparison to many of our surrounding cities:

Clawson: 22.3778
 Royal Oak: 17.5580
 Berkley: 15.7752
 Beverly Hills 13.6735
 Ferndale 24.6953
 Bloomfield Hills 10.9600

If Birmingham's local tax rate is 13.3542, why am I paying a total tax rate of 40.2062?

Birmingham's local tax rate is only a portion of the overall tax bill. The other taxes represent county and school taxes, in addition to transportation, the Detroit Zoo, and the Detroit Institute of Arts. The city's tax levy makes up approximately 34% of the overall tax bill. The city has lowered its tax levy each year for the past 8 years. We are able to do this due to the reinvestment in the residential and commercial areas of our city. Birmingham's total tax rate of 40.2062 includes the county and school tax, transportation, Detroit Zoo, and the Detroit Institute of Arts on top of the 13.3542 city tax.

How does the total tax rate for Birmingham residents compare to surrounding cities?

The total tax rate for surrounding cities are as follows (based on 2021 data, homestead exemption):

Clawson: 48.3717
 Royal Oak: 39.4023
 Berkley: 38.5788
 Beverly Hills: 40.1607
 Ferndale: 50.8095
 Bloomfield Hills: 36.0834

Is the City of Birmingham's millage rate high compared to comparable cities throughout the state?

No. From a state perspective, the city's total millage rate is lower than many communities of approximate population size:

Mt. Pleasant: 44.3433
 Adrian: 42.9171
 Ypsilanti: 67.5622
 Monroe: 43.3223
 Auburn Hills 39.0068
 Romulus 52.6568
 Wyandotte 54.0158
 Garden City 57.7899
 Madison Heights 46.6624

If the City of Birmingham's tax rate is low compared to most surrounding cities and to those of comparable size across the state, why is my tax bill so high?

A resident's tax bill is calculated by multiplying the total tax rate by the value of their property. Even with a lower tax rate, Birmingham residents may pay more property taxes than residents in other municipalities due to the value of their property. Birmingham property values are higher than most communities because of proximity to a thriving historical downtown, highly rated school system, charming tree-lined neighborhoods, award-winning parks, golf courses and more.



View 2022 Tax Rate Information

Birmingham Homeowner's Principal Residence Tax Rates

The information shown below represents the principal residence millage rates as adopted for 2022. For additional information about the specific millage rates for a property, including special assessments and non-homestead millage rates, please contact the Treasurer's Office at 248.530.1890.

			July 2022	December 2022
City of Birmingham	Operating		10.7655	-
	Debt		.5104	-
	Refuse		0.7641	-
	Library		1.3142	-
		Total City	13.3542	
Birmingham Public Schools	Supplemental		2.4816	2.5326
	Debt		3.8000	-
		Total Schools	6.2816	
Oakland County Community College			1.4891	-
Oakland County Intermediate Schools			3.1658	-
State Education Tax			6.0000	-
Oakland County			3.9686	0.5501
Zoo Authority			-	0.0945
SMART			-	0.9500
Art 9851			-	0.1945
		Total	34.2593	4.3217

Deferment of Taxes

Deferments are available for senior citizens and legally disabled persons with an annual income of less than \$40,000. This deferment is for a homeowner's principle residence only and allows summer taxes to be paid on or before February 14 of the following year without penalty. Qualified individuals must complete the [Application for Deferment of Summer Taxes Form](#) annually, and return to the Treasurer's Office, along with a copy of your MI-1040CR before September 15th. [Download a Summer Deferment FAQ](#) for more information.

24 Hour Tax Information Hotline

Property tax information is available on the Oakland County 24 Hour Tax Hotline by dialing 888.600.3773. To access the information, you will need to enter your 10 digit parcel Id number. There is no charge for this service.

Personal Property Taxes



INFORMATION ONLY

Personal Property is assessed as of tax day, December 31st of last year. Businesses in existence on tax day are responsible for the full amount on the July and December tax bills.

Tax Payments

Taxes can be paid in person or by mail. The Treasurer's Office is open from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Treasurer's Office is inside City Hall at 151 Martin Street, which is one block west of Old Woodward and one block south of Maple. Our office is closed on holidays. There is a self-addressed return envelope enclosed in your tax bill for your convenience. A drop box is located behind City Hall.

You may also [pay taxes online](#).

Tax payments must be physically received by the Treasurer's Office on or before the due date to avoid penalty. If taxes have not been paid before March 1, both July and December will be payable to the Oakland County Treasurer.

If you do not receive your summer tax bill by the end of the first week in July or your winter tax bill by the end of the first week in December, please call the Treasurer's Office at 248.530.1890. We will send you a copy of your bill.

The tax bills are mailed either to the homeowner or the homeowner's mortgage company; therefore, it is very important that the homeowner keep the city informed of any changes in homeowner's mailing address or mortgage company information. In the case of a refinance, a new mortgage company may now be responsible for paying the taxes, or the taxes are no longer taxes paid through an escrow account. State law holds the homeowner responsible for making sure taxes are paid. Please contact the Treasurer's Office at 248.530.1890, or in writing with the property owner's signature, to change the mailing address.





March 7, 2023

Ms. Alexandria Bingham, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

Dear Ms. Bingham:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes to the Xfinity services provided in your community:

- Effective April 3, 2023, the monthly subscription for HBO and HBO Max will increase from \$14.99 to \$15.99 per month as a result of a recent increase in HBO and HBO Max programming costs.
- Effective May 12, 2023, ShopHQ will no longer be available with Xfinity.

Customers are receiving notice of these changes in their bill.

Please feel free to contact me at 248-924-4917 if you have any questions.

Sincerely,

Eric Woody
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

INFORMATION ONLY