CITY OF BIRMINGHAM ADVISORY PARKING COMMITTEE

CITY COMMISSION ROOM 151 MARTIN ST., BIRMINGHAM, MI (248) 530-1850 REGULAR MEETING AGENDA WEDNESDAY, OCTOBER 2, 2019, 7:30 A.M.

AMENDED AGENDA

- 1. ROLL CALL
- 2. RECOGNITION OF GUESTS
- 3. APPROVAL OF MINUTES, MEETING OF SEPTEMBER 4, 2019
- LOT 6 PARKING PERMIT ALLOCATION ACTION
- 5. LOT 12 LEASE EXTENSION ACTION
- 6. BSD HOLIDAY MARKETING CAMPAIGN FUNDING REQUEST ACTION
- 7. STRUCTURAL ASSESSMENT PROGRAM: VENDOR RECOMMENDATION - ACTION
- 8. FUTURE PARKING DEMAND STRATEGY DISCUSSION CONTINUED
 - a. ALTERNATIVES MATRIX
 - b. PARKING DEMAND AND PERMIT SALES
 - c. PARKING MITIGATION PLAN
 - d. Metered Parking: Evening Limits
- 9. PARKING UTILIZATION REPORT AND FINANCIALS
- 10. MEETING OPEN FOR MATTERS NOT ON THE AGENDA
- 11. NEXT MEETING: NOVEMBER 6, 2019

Persons with disabilities that may require assistance for effective participation in this public meeting should contact the City Clerk's Office at the number (248) 530-1880, or (248) 644-5115 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-5115 (para las personas con incapacidad auditiva) por lo menos un dia antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964).

City of Birmingham ADVISORY PARKING COMMITTEE REGULAR MEETING

Birmingham City Hall Commission Room 151 Martin, Birmingham, Michigan Wednesday, September 4, 2019

MINUTES

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on Wednesday, September 4, 2019. The meeting was called to order at 7:37 a.m. by Chairman Al Vaitas.

1. ROLLCALL

Present: Chairman Al Vaitas

Vice-Chairperson Gayle Champagne

Steven Kalczynski Lisa Krueger Judith Paskiewicz Jennifer Yert

Absent: Anne Honhart

SP+ Parking: Sara Burton

Jay O'Dell

Administration: Tiffany Gunter, Asst. City Manager

Michael Albrecht, Police Commander Laura Eichenhorn, Transcriptionist

- 2. RECOGNITION OF GUESTS (none)
- 3. MINUTES OF REGULAR APC MEETING OF JUNE 12, 2019

Motion by Ms. Champagne Seconded by Ms. Yert to approve the minutes of the regular APC meeting of June 12, 2019 as submitted.

VOICE VOTE

Yeas: Champagne, Yert, Krueger, Kalczynski, Paskewicz, Vaitas

Nays: None

Motion carried, 6-0.

4. MOBILE PARKING APPLICATION DEMONSTRATION - DISCUSSION

Motion by Ms. Champagne

Seconded by Dr. Paskewicz to have the Mobile Parking Application Demonstration immediately follow the approval of the minutes.

VOICE VOTE

Yeas: Champagne, Paskewicz, Yert, Krueger, Kalczynski, Vaitas

Nays: None

Motion carried, 6-0.

Ms. Burton from SP+ presented the item.

Ms. Burton explained the application would be able to provide directions to available parking.

Mr. O'Dell said:

- It might be possible to populate the application with data that would allow drivers to find the parking closest to their chosen destination. SP+ would look further into whether that function could be made available.
- It is not possible to access ParkMobile from this app yet, but that functionality is also a future goal.
- If valet becomes a permanent fixture within the City, it would be possible to add the valet stand locations to this application.
- People parking in Birmingham are largely unhappy with the City's current parking application because it only provides the location of structures and their occupancy. The new mobile parking application would provide information about on-street parking as well.
- The new parking application should be available for Birmingham in mid to late October 2019.
- 5. STRUCTURAL ASSESSMENT OF PARKING GARAGES: REQUEST FOR PROPOSALS ACTION

Assistant City Manager Gunter presented the item. She explained:

- The assessment would take about a week to two weeks per garage. At most, Gunter assumes only ten parking spaces in any of the garages would be unavailable at a time for the required testing.
- The garages will be assessed in order from the oldest to the newest unless there is a finding that dictates a different order.

Motion by Ms. Champagne

Seconded by Ms. Krueger to authorize release of the Request for Proposals to Conduct Structural Assessments of all five parking garages in the Automobile Parking System.

VOICE VOTE

Yeas: Champagne, Kruger, Paskewicz, Yert, Kalczynski, Vaitas

Nays: None

Motion carried, 6-0.

FUTURE PARKING DEMAND STRATEGY – DISCUSSION

Assistant City Manager Gunter presented the item that included alternatives for increasing capacity, off site parking opportunities, and options to make adjustments to the current parking operations to even out the distribution of demand for parking. She added that:

- She would look into restriping the N. Old Woodward surface lot, which could possibly yield additional parking, as an interim solution.
- She would look into the possibility of having valet parking offered at the N. Old Woodward surface lot.
- Some potential lots for the shuttle options that were presented as part of the
 construction parking mitigation plan included a church lot with approximately 70
 spaces at the corner of 13 Mile and Southfield, the Sheffield lot in Troy with about
 150 spaces, and a lot at Square Lake and Pontiac with about 2,000 spaces, about
 700 of which Birmingham would have considered securing if the N.O.W. garage
 had been taken offline for construction.
- The N. Old Woodward area is currently the only City-owned area with opportunities for developing more parking. There are other locations in Birmingham that could be developed for parking, but the City would have to purchase them.
- She would follow up on the installation of new chairs and tables near Lot #6.

Mr. Kalczynski asked if it might be worth tying the permit parking rates to market rate instead of supplying a discount for permit parking. He noted that in larger cities people who wish to park in high demand areas pay whatever the market rate is, and that the larger corporations in Birmingham will continue to create demand for parking in the City.

Assistant City Manager Gunter said supplying a discount allows the City to track the permit parkers and to direct them to specific parking locations when needed.

Mr. O'Dell concurred with Assistant City Manager Gunter.

Dr. Paskewicz said parking behavior could be influenced by making the parking rate higher in the higher demand garages and lower in the lower demand garages.

Chairman Vaitas said that while tying the price of parking to market rate for everyone might work for larger corporations, the smaller corporations purchasing permits for their employees might not be able to stay in Birmingham if the City were to forego the current permit discount. He also asked Mr. O'Dell to determine how many additional parking permits could be offered in Lot #6 as a result of the additional parking spaces being added, and to allow permit parking in those new spaces.

Chairman Vaitas inquired as to the amount of disruption that would be caused if the City decided to pursue the option to add two additional levels to the Pierce Street garage.

Mr. O'Dell said:

- Adding two levels on the Pierce Street structure would limit the use of the structure's current highest and second-highest levels during construction.
- Most of the parkers using the Birmingham parking system remain for two hours.
 The next biggest group of parkers using the Birmingham parking remain for eight hours.
- SP+ Parking generally assumes that between 65%-75% of the monthly permit parker holders will show up on any given day. Each garage has a different permit oversell rate based on its popularity and regular utilization.

Police Commander Albrecht told Chairman Vaitas that if Birmingham were to lengthen the amount of time someone could park at a meter, the meters could be programmed to reflect that information.

7. UPDATES: ON STREET VALET PROGRAM, GARAGE RESTRIPING, METER NOTIFICATIONS

Assistant City Manager Gunter presented the item.

In reply to Mr. Kalczynski, Assistant City Manager Gunter said she would look into the number of spaces being occupied for valet by The Morrie.

Chairman Vaitas said merchants located near Lot #6 were strongly in favor of the City continuing to offer valet services at the lot.

Assistant City Manager Gunter said she would have further conversations with the City's valet provider about the viability of continued valet services at Lot #6.

8. PARKING UTILIZATION REPORT AND FINANCIALS

Assistant City Manager Gunter presented the item.

Ms. Burton noted a correction to the Combined Income Statement, explaining that the amount for Month Ended July 31, 2019 should read \$285,059.60 in both columns, and not \$220,886.00 in the second column.

9. MEETING OPEN FOR MATTERS NOT ON THE AGENDA

Assistant City Manager Gunter advised Mr. Kalczynski that the last Ad Hoc Parking Development Committee (AHPDC) meeting was held in May 2018.

Dr. Paskiewicz expressed dismay that the work of the AHDPC was never formally drawn to a close and that she felt that they were not given the opportunity to consider other alternatives to the development that was proposed by the Woodward Bates Partners.

Advisory Parking Committee Proceedings September 4, 2019

Mr. Kalczynski said that the frequency with which the AHDPC is mentioned in City business seemed to indicate that it was still active.

Assistant City Manager Gunter explained:

- She would pass the feedback along to the City Administration.
- In the time she has been with the City, she has not seen the City formally end committees.
- The Commission could still direct the AHDPC to meet again should it choose to do so, which is why the AHDPC's work was never drawn formally to a close.
- Three options for the N. Old Woodward project were presented to the AHDPC. The options were to discard the proposals and re-bid the project with broader parameters for the development, recommend only pursuing the parking garage and addressing the development at a later date, or selecting the Woodward Bates Partners proposal to move forward. The Committee made the recommendation to move forward with the Woodward Bates Partners. In reply to Dr. Paskiewicz, Gunter said she would supply Dr. Paskiewicz with the information from the presentation.

Dr. Paskiewicz said she was unaware the AHDPC could still be directed to meet.

Assistant City Manager reported that she has been working with SP+ to develop the design for adding amenity bays and improved signage to the interior of the City's garages per the renewal of SP+'s contract with the City.

Mr. O'Dell then showed the Committee some examples of those potential improvements.

The Committee expressed their approval of the ideas and confirmed they would like Assistant City Manager Gunter and SP+ to return with more concrete recommendations for these improvements.

Chairman Vaitas asked that the signage on Maple directing people to parking on Pierce be restored.

Assistant City Manager Gunter said the signage is on order and will be replaced.

10. NEXT MEETING: October 2, 2019

11. ADJOURNMENT

No further business being evident, the Chairman adjourned the meeting at 9:22 a.m.

Assistant Cit	/ Manager	Tiffany	/ Gunter	



MEMORANDUM

Office of the City Manager

DATE: October 2, 2019

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Lot 6 Survey and Permit Allocation Recommendation

The Advisory Parking Committee directed staff to conduct a survey of Lot 12. The construction to add additional parking capacity in the lot was completed in August and it was assumed that the number of permit sales should be increased consistent with the additional capacity. There are currently 27 unique individuals on the waitlist at this location for an unrestricted permit. There are no persons on the waitlist for the restricted permit.

The survey was completed over a two week time frame from Monday - Friday between the hours of 10 am - 3 pm. It was observed that the unrestricted permits never peaked beyond 57% usage and the economy permits never peaked beyond 40% usage. Based on the survey data, SP+ indicated that there is sufficient capacity to increase permit sales and recommended that the City issue an additional 27 passes to the people currently on the waitlist.

If the recommendation is accepted by the committee, the total number of unrestricted permits issued at Lot 6 would be 177 (currently 150).

SUGGESTED RESOLUTION:

To authorize SP+ to issue an additional 27 unrestricted parking permits at Lot 6 for the next round of quarterly sales.

Lot 6 Survey



September 9, 2019

	10 a	1p	3р
Unrestricted-150 permits	67	65	68
Percentage of passes used	45%	43%	45%
Economy-40 permits	8	10	8
Percentage of passes used	20%	25%	20%

September 10, 2019

	10 a	1p	3р
Unrestricted-150 permits	77	83	76
Percentage of passes used	51%	55%	51%
Economy-40 permits	8	10	11
Percentage of passes used	20%	25%	28%

September 11, 2019

	10a	1р	3p
Unrestricted-150 permits	73	82	78
Percentage of passes used	49%	55%	52%
Economy-40 permits	12	12	13
Percentage of passes used	30%	30%	33%

September 12, 2019

	10 a	1p	3р
Unrestricted-150 permits	68	76	81
Percentage of passes used	45%	51%	54%
Economy-40 permits	12	12	8
Percentage of passes used	30%	30%	20%

September 13, 2019

	10 a	1p	3р
Unrestricted-150 permits	67	69	64
Percentage of passes used	45%	46%	43%
Economy-40 permits	7	10	10
Percentage of passes used	18%	25%	25%

Lot 6 Survey

Completed by:



September 16, 2019

	10 a	1p	3р
Unrestricted-150 permits	66	70	62
Percentage of passes used	44%	47%	41%
Economy-40 permits	11	11	11
Percentage of passes used	28%	28%	28%

September 17, 2019

	10 a	1p	3р
Unrestricted-150 permits	83	85	78
Percentage of passes used	55%	57%	52%
Economy-40 permits	10	9	11
Percentage of passes used	25%	23%	28%

September 18, 2019

	10a	1р	3p
Unrestricted-150 permits	78	76	80
Percentage of passes used	52%	51%	53%
Economy-40 permits	12	14	12
Percentage of passes used	30%	35%	30%

September 19, 2019

	10 a	1p	3р
Unrestricted-150 permits	77	82	81
Percentage of passes used	51%	55%	54%
Economy-40 permits	14	16	13
Percentage of passes used	35%	40%	33%

September 20, 2019

	10 a	1p	3р
Unrestricted-150 permits	64	60	59
Percentage of passes used	43%	40%	39%
Economy-40 permits	10	14	12
Percentage of passes used	25%	35%	30%



MEMORANDUM

Office of the City Manager

DATE: October 2, 2019

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Lot 12 Lease Extension

The leased lot at the southeast corner of Woodward and Maple Road was secured in April 2018. The fully executed agreement is attached hereto for reference. The lot has been performing well over the past couple of months as more individuals have requested parking permits at this location. We have authorized and sold a total of 225 parking permits at this location. Occupancy has improved considerably since its opening, where for several months we were observing less than 40 cars on average. We are much closer to the target of 80-85% occupied on average.

The City reached out to the Markyo team that owns the lot in July to discuss extending the lease further. The current lease expires on October 31, 2019. They have offered a six month extension to April 30, 2020 at the same rate of \$7,500 per month.

SUGGESTED RECOMMENDATION:

To recommend that the City Commission extend the lease agreement with Markyo to secure the property at the southeast corner of Woodward and Maple Road through April 30, 2020 at a rate of \$7,500 per month.

LEASE

RECITALS

- A. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a parking lot sufficient for approximately 125 parking spaces and necessary ingress and egress located on the Lessor's real property described in Exhibit A, which is attached, and conditions set forth in this Lease;
 - B. Lessee intends to use the parking spaces for public parking for a fee.

In consideration of the mutual promises, the rents reserved, and the mutual benefits to be derived by Lessor and Lessee, the parties agree as follows:

- 1. **Premises.** Lessor leases to Lessee and Lessee leases from Lessor portions of the real property located in the City of Birmingham, Oakland County, Michigan, as legally described in Exhibit A ("Entire Premises"). The Lessee shall assume the oversight and access to the gate located on the southeast corner of the property for ingress and egress to the parking lot described and outlined in Exhibit A. Lessor shall assist Lessee by providing any electronic transponders, keys, spare equipment, etc., that are necessary to fully utilize and maintain the existing gate system. In addition, the Lessor and the Lessee agree the following improvements will be installed to the premises by the Lessee that are necessary to operate a parking lot:
- (a) Grading. The lot shall be graded by the Lessee and a suitable covering will be placed upon the graded soil to accommodate parking.
- (b) **Reflectors and Signs.** The addition of reflectors and signs to the property to provide information as to the entrances, exits and the restrictions on the lot.
- (c) Gate System. In addition to the existing gate at the southeast corner off of the existing alley, an automatic gate system will be installed so as to restrict ingress and egress to permit holders.
 - (d) **Lighting.** The Lessee may add lighting to the lot.

- 2. **Term.** (a) **Primary Term.** This Lease will be for an initial minimum contract term of eighteen (18) months and shall commence upon written notification to Lessor by Lessee of the commencement date. A notice to terminate may be sent prior to the completion of the initial term so long as Lessee shall have been provided possession for the entire initial minimum term (Primary Term).
- (b) **Extended Term.** Lessee has the right to extend the term of the Lease beyond the Primary Term on a month-to-month basis (the "Extended Term"), beginning upon the expiration of the Primary Term. Lessee may exercise the right by giving written notice to Lessor not less than 90 days before the expiration of the Primary Term. Any Extended Term will be on the same terms and conditions as the Primary Term. The Primary Term and any Extended Term are collectively referred to as the "Lease Term."
- (c) Early Termination by Lessee. Lessee may, in its sole discretion, for any reason or no reason, elect to terminate the Primary Term of this Lease by providing not less than 120 days prior written notice to Lessor.
- (d) Early Termination by Lessor. So long as the initial minimum term of eighteen (18) months will have been met, Lessor may, in its sole discretion, for any reason or no reason, elect to terminate the Primary Term of this Lease by providing not less than 120 days prior written notice to Lessee.
- (e) **Termination of Extended Term.** Either party may terminate the month-to-month Extended Term by giving not less than 120 days prior written notice to the other party.
- 3. **Rent.** Lessee shall pay "Rent" to Lessor, upon written notification of the commencement date, the sum of Seven Thousand Five Hundred Dollars (\$7,500) per month, to be paid the first week of each month.

4. Use.

- (a) **Permitted Uses.** The Leased Premises will be used primarily for vehicle parking and other limited uses approved by the Lessee for a period not to exceed ninety (90) days.
- (b) Compliance with Legal Requirements. Lessee will, at its cost, comply with and cause the Leased Premises to comply with all of the following (collectively called "Legal Requirements"): (i) all local, state and federal laws, orders and regulations now or hereafter applicable to the Leased Premises or use thereof or the health and welfare of Lessee's employees, agents, customers, invitees or licensees, and (ii) all agreements entered into by Lessee with regard to the Leased Premises, including insurance policies. Legal requirements include, without limitation, all legal requirements that require unforeseen alterations or repairs to the Leased Premises.

- 5. Covenant of Quiet Enjoyment. As long as Lessee is not in default under this Lease, Lessee will be entitled to quiet possession of the Leased Premises during the Lease Term.
- 6. Environmental. Lessee has not owned or leased this property at any time prior to this Lease. The parties agree that: (a) Lessee is not in control or responsible for any condition on this property, (b) Lessee does not have authority to decide any compliance with environmental laws and regulations, (c) Lessee controls only the surface of the Leased Premises and does not control any material beneath the surface of the Leased Premises, and (d) Lessee may not conduct any activities that require disturbance of the material beneath the surface or require the Lessor to do the same under the terms of this Lease.
- 7. **Maintenance.** Lessee will, at its own expense, clean and remove snow and ice from the Premises and will maintain and repair parking areas, as may be reasonably required in Lessee's judgment. Lessee shall be responsible for grading, gravel, fencing, landscaping, lighting, parking blocks and signage as deemed necessary by Lessee.
- 8. **Taxes.** During any term of this Lease, Lessor will pay all real estate taxes and special assessments levied against the entire Leased Premises.

9. Insurance.

- (a) Commencing on the Commencement Date, Lessee will procure and maintain commercial general liability insurance, insuring and defending against any cost, loss, damage or expense incurred by reason of any claim, suit, liability or demand for bodily injury, death or property damage occurring on the Leased Premises or arising out, pertaining to, or involving this Lease or the use, occupancy, control, maintenance or repair on the Leased Premises by Lessee, its successors, assigns, employees, agents, customers, invitees and licensees, including without limitation, those arising as result of Leasehold Improvements or pursuant to Lessee's activities in Section 11, in the minimum amounts of \$2,000,000 for bodily injury or death to any number of persons in any once incident, and \$1,000,000 for property damage, with regard to each such claim, suit, liability or demand.
- (b) Lessee will procure workers' compensation insurance to the extent required by Michigan law.
- (c) Every insurance policy procured by Lessee must: (i) be issued by a company of nationally recognized financial standing legally authorized to do insurance business in Michigan; (ii) provide that such policy shall not be cancelled without at least thirty days' prior written notice to the named and additional insureds; and (iii) not be invalidated or the proceeds not payable because of the nature of any occupancy or use. Lessee will furnish evidence of such

insurance to Lessor. Lessee will have Lessor named as an additional insured on any such insurance policy and provide proof to Lessor of Lessor's status as additional insured.

- (d) The Lessor and Lessee each release the other from any liability resulting from damage by fire or other casualty to the extent of proceeds received under any insurance policy or under any pooled coverage program. Because these releases will prevent the assignment of claims to any insurer, by way of subrogation or otherwise, Lessee will procure from its insurer such endorsements to the insurance policies that are necessary to prevent invalidation or reduction of any insurance coverage provided thereunder.
- 10. **Responsibility**. Lessee will be responsible, for itself and its successors and assigns, for any cost, loss, damage or expense, including, without limitation, attorney fees and the reasonable costs of investigation, incurred as a result of any claim, suit, liability or demand occurring on or in the Leased Premises or arising out of, pertaining to or involving this Lease or the use, control, maintenance, repair, alteration, or occupancy on, of or to the leased Premises, the Entire Premises or personal property, by Lessee, its successors, assigns, employees, agents, customers and invitees.
- 11. Lessee's Covenant Not to Sue. Lessee will not sue or take any civil, judicial or administrative action against Lessor for any claims arising out of, pertaining to, or involving the use, control, maintenance, repair, alteration, or occupancy on, of or to the Leased Premises, the Entire Premises, or structures installed by Lessee, its successors, assigns, employees, agents, customers and invitees, except to the extent such claims arise out of conduct by Lessor, its successors, assigns, employees, agents, customers or invitees.
- 12. **Utilities.** Lessor will pay when due all bills for water, gas, electricity, and other utilities and services for the Leased Premises during the Lease Term, except Lessee will pay bills for electricity for lights to be installed by Lessee.
- 13. **Signs.** Lessee may install, maintain, and remove signs and striping of parking spaces appropriate to its use, in or about the Entire Premises as Lessee may deem necessary or desirable. The signs will be in compliance with all governmental regulations.
- 14. **No Liens.** Lessee will not permit any mechanic's or other lien or security interest to be filed against any part of the Entire Premises which arises out of the use, occupancy, control, maintenance or repair of the Leased Premises or for work or materials furnished to the Leased Premises or to Lessee, its successors, assignees, sub-lessees, or licensees. Lessee must discharge any lien, at Lessee's expense, within thirty days after Lessee's receipt of notice thereof. Lessor will not be liable for any labor, service or material furnished or to be furnished to Lessee.

- 15. **Assignment and Subletting.** Lessee will not assign this lease without the written consent of the Lessor. Lessee may enter into any sublease using less than 25% of the total square footage being leased without the written consent of the Lessor for a period not to exceed 90 days.
- 16. Damage to Leased Premises. If, during the Lease Term, the Leased Premises or any portion of the Entire Premises is partially or totally damaged or destroyed, Lessor, subject to the conditions set forth in this section, will repair such damage and restore the parking lot to substantially the same condition it was immediately before such damage or destruction.. Lessor shall not be responsible to repair and restore the Leased Premises in the event such damage or destruction was caused by Lessee, its successors, assignees, sub-lessees, or licensees, in whole or in part. Lessor will notify Lessee in writing, within thirty days after the date of the damage or destruction if Lessor anticipates that the restoration will take more than ninety days from the date of the damage or destruction to complete. In such event, either Lessor or Lessee may terminate this Lease effective as of the date of such damage or destruction by giving written notice to the other within ten days after Lessor's notice. Lessor must take such steps as may be necessary during the Lease Term to secure the Leased Premises from further damage. If damage or destruction that is not the responsibility of Lessee, in whole or in part, occurs during the last six months of the Lease Term, the Lessor may cancel this Lease. This paragraph does not apply to any damage or destruction to items installed under Paragraphs 14 and 15 of this Lease that are not caused solely by Lessor.
- 17. **Eminent Domain.** If (i) all of the Leased Premises are taken by any public authority under the power of eminent domain, (ii) any part of the Leased Premises is so taken and the remainder thereof is insufficient for the reasonable operation of Lessee's use, or (iii) any of the Entire Premises is so taken, and, in Lessor's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Entire Premises, this Lease will terminate and all unaccrued obligations under this Lease shall cease as of the day before possession is taken by the condemnor.

If there is a taking by eminent domain and this Lease has not been terminated pursuant to this section, (i) Lessor will restore the Leased Premises and the leasehold improvements which are a part of the Entire Premises to a condition and size as nearly comparable to the condition and size thereof immediately before the date upon which the condemner took possession, and (ii) the obligations of Lessor and Lessee will be unaffected by such condemnation.

Surrender of Leased Premises. Upon the expiration or termination of the Lease Term, Lessee will surrender the Leased Premises, together with all existing leasehold improvements, to Lessor "broom clean" and in good order, repair and condition, except for ordinary wear and tear. Before the expiration or termination date, Lessee will remove all personal property, fixtures and equipment placed or affixed on the Leased Premises by Lessees, its assignees, sub-lessees, customers, invitees, or licensees, and repair all damage to the Leased Premises caused by such removal. If Lessee fails to so remove or repair, Lessor may remove and dispose of such property

and repair any damage caused by removal. Lessee agrees to pay the costs of such removal, and disposal within ten days of receipt of a statement therefor from Lessor. No such removal, disposal or repair will cause Lessor to be the owner of such property, by conversion or otherwise. This section survives the termination or expiration of this Lease.

- 18. Lessee's Default. (a) Events of Default. Any of the following occurrences, acts or omissions constitute an "Event of Default" under this Lease: (i) Lessee fails to observe or perform any other provision of this Lease within twenty-five days of Lessee's receipt of notice from Lessor, except that if the failure cannot reasonably be cured within such 25-day period, then such failure shall not be an Event of Default if Lessee begins to cure within such 25-day period and proceeds diligently and in good faith thereafter to cure such failure and cures such failure within a reasonable time.
- (b) Notice to Terminate. If an Event of Default has happened and continues, Lessor may terminate this Lease upon written notice to Lessee. Upon Lessee's receipt of such written notice, (1) the Lease Term and the estate in this Lease granted expires and terminates as fully and completely and with the same effect as if such date were the date in this Lease fixed for the expiration of the Lease Term, and (2) all rights of Lessee under this Lease expire and terminate (but Lessee remains liable as set forth in this Lease).
- (c) **Right to Re-enter.** If an Event of Default has happened and continues, Lessor may re-enter and repossess the Leased Premises by summary proceedings, ejectment, or in any other lawful manner Lessor determines to be necessary or desirable. Lessor is under no liability to Lessee by reason of any such re-entry or repossession. Lessor's re-entry of the Leased Premises is not an election by Lessor to terminate this Lease unless Lessor gives Lessee a notice of such intention or unless such a court of competent jurisdiction orders such termination.
- (d) Lessee's Liability Continues. (i) No expiration or termination of the Lease Term pursuant to this section, or by operation of law or otherwise, (ii) no re-entry or repossession of the Leased Premises pursuant to this section or otherwise, and (iii) no reletting of the Leased Premises pursuant to this section or otherwise, will relieve Lessee of its liabilities and obligations hereunder, all of which survive such expiration, termination, reentry, repossession or re-letting.
- 19. **Remedies.** No right or remedy under this Lease or at law or equity is exclusive of any other right or remedy but is cumulative. Failure to insist upon strict performance of any provision of this Lease or to exercise any right or remedy of this Lease or law or equity does not constitute a waiver of any future performance. Receipt by Lessor of any Rent with knowledge of an Event of Default or Lessee's breach of this Lease does not constitute Lessor's waiver of such Event of Default or breach. Any waiver by either party of any provision of this Lease must be in writing. Each party is entitled to injunctive relief in the event of breach or threatened breach of its material obligations under this Lease beyond

applicable cure periods. Lessee waives and releases for itself and all those claiming under it, including creditors of any kind, any right and privilege which it or any of them may have to redeem the Leased Premises or to continue this Lease after expiration or termination of Lessee's right of occupancy by order or judgment, any legal process or writ, or under the terms of this Lease.

- 20. **Holding Over.** If Lessee remains in occupancy of the Leased Premises beyond the expiration or termination of the Lease Term, Lessee will remain solely as a subtenant from month-to-month and all provisions of this Lease applicable to the Lease Term remain in full force and effect. Nothing in this section is intended or may be construed to permit Lessee to occupy the Leased Premises beyond the expiration or termination of the Lease Term or to waive any right or remedy of Lessor as a result thereof.
- 21. **Estoppel Certificate.** Lessee will, from time to time, upon fifteen days' prior written request from Lessor, cause to be executed, acknowledged and delivered a certificate stating that this Lease is unmodified and in full effect (or, if there have been modifications that this Lease is in full effect as modified and describing such modifications), the amount of rent and the date through which rent has been paid, and stating that, to the knowledge of the signer of such certificate, either no default exists under this Lease or specifying each such default of which the signer has knowledge.
- 22. **Title and Condition.** (a) Lessor leases the Leased Premises to Lessee in their present condition, without representation or warranty, express or implied, except as otherwise set forth in this Lease, and subject and subordinate to all easements, restrictions and agreements of record.
- (b) By execution of this Lease, Lessee acknowledges that it has inspected the Leased Premises and Lessee accepts the Leased Premises and the Common Areas on the Commencement Date in their then "as is" and "where is" physical and environmental condition and releases and discharges Lessor from any claim, demand, liability or suit related to or arising from the physical or environmental condition of the Leased Premises. Lessee acknowledges that neither Lessor nor its agents or employees have made any express warranty or representation regarding the physical or environmental condition of the Leased Premises, that quality of material or workmanship of the Leased Premises, latent or patent, or the fitness of the Leased Premises for any particular use or purpose and that no such representation or warranty is implied bylaw.
- 23. Representations and Warranties. Lessee represents and warrants to Lessor that (a) Lessee is a Michigan municipal corporation, duly organized, validly existing and in good standing under the laws of Michigan, is exempt from federal and state taxes, and has the power to own its property and assets and carry on its business; (b) the execution of this

lease constitutes the binding obligation of Lessee and has been authorized by Lessee's City Commission; (c) the Lease of the Leased Premises will not conflict with or result in a breach of Lessee's charter or ordinances or any agreement to which Lessee is a party or by which it may be bound, or violate any state or federal law, statute, ordinance or regulation.

- 24. **Notices, Demands and Other Communications.** All notices, demands or other communications given pursuant to this Lease must be in writing and will be deemed given on the date mailed if mailed by nationally recognized overnight courier or by registered or certified mail, return receipt requested, with postage prepaid if: (a) when mailed to Lessor, it is addressed to Lessor at its address set forth above, marked "Attention: Kenny Koza" and (b) when mailed to Lessee, it is addressed to Lessee at its address set forth above, marked "Attention: City Manager". The parties may specify any other address in the United States with fifteen days prior notice.
- 25. Severability. If a court of competent jurisdiction declares invalid or unenforceable any provision of this Lease or its application to any person or circumstance, (a) the remaining provisions of this Lease, or the application of such provisions to persons or circumstances other than those to which it is invalid or unenforceable, are not affected thereby, and (b) each provision is valid and enforceable to the extent permitted by law.
- 26. **Binding Effect.** All provisions of this Lease are binding upon, inure to the benefit of, and are enforceable by the respective successors and assigns of Lessor and Lessee. The covenants and obligations of Lessor under this Lease are not binding upon the Lessor with respect to any period after the assignment of all its interests in the Leased Premises to a subsequent Lessor. In the event of any such assignment, Lessee may enforce the performance of any term, covenant, obligation, warranty or representation of Lessor solely against the Lessor's assignees, but only after such assignment.
- 27. Governing Law. This Lease is interpreted under the laws of the State of Michigan.
- 28. **Interpretation.** The recitals of this Lease are incorporated in this Lease. The section and subsection captions are for convenient reference only and are not intended to modify the interpretation of the section or subsection from an interpretation that is indicated by the text of the section or subsection. All of the representations, warranties and indemnities contained in this Lease survive indefinitely the expiration or termination of this Lease. This Lease is the product of negotiation. This Lease will be interpreted in accordance with its fair and apparent meaning and not for or against either party.

- 29. **Entire Agreement.** This Lease contains the entire agreement of the parties with respect to the Leased Premises. All prior negotiations or agreements, whether oral or written, are superseded and merged in this Lease.
- 30. **Amendment.** This Lease may not be changed or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.
- 31. **Brokers.** Lessee represents to Lessor that Lessee has not entered into any agreement providing payment to any party of any fee or commission in connection with the transactions contemplated by this Lease. If any individual or entity shall assert a claim to a finder's fee or commission as a broker or a finder, then the party who is alleged to have retained such individual or entity or whose acts, omissions or representations are alleged to give rise to such claim shall defend (with counsel reasonably acceptable to the indemnified party), indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages, including attorney fees, incurred in connection with such claim or any action or proceeding arising from such claim or action.

CITY OF BIRMINGHAI

("Lessee")

By: 12 Its: Mayor

MARYKO HOSPITALITY, LLC ("Lessor")

By:

is.

Kenny Koza

APPROVED:

Vosepli A. Valentine, City Manager

(As to Form)

Timothy J. Currier, City Attorney

(As to Form)

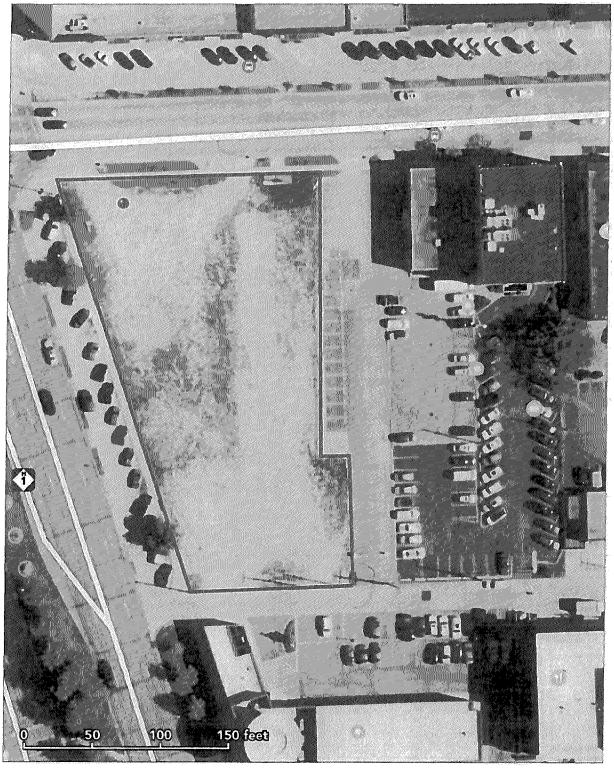
Mark Gerber Director of Finance

(As to Financial Obligation)

Kimberly Wickenheiser

EXHIBIT A To Lease Between MARYKO HOSPITALITY, LLC and THE CITY OF BIRMINGHAM

near Hazel-Birmingham



Legal Description

Land situated in the City of Birmingham, Count of Oakland, State of Michigan, described as follows:

Parcel Identification No.: 19-36-226-002

Township 2 North, Range 10 East, Part of Section 36, Assessor's Plat No. 3, Lots 2, 4, 5 & 6, except that part taken for Maple Road and Hunter Boulevard, also a southerly portion of Lot 7, approximately 6' wide from east to west and 77' long from north to south, located on the southwest corner of Lot 7, also that part of vacated High Street adjacent to same, as depicted in the attached diagram which shall be controlling.



Tiffany Gunter <tgunter@bhamgov.org>

Lot 12 Lease Extension

Karen Sanders <ksanders@group10.net> To: Tiffany Gunter <tgunter@bhamgov.org>

Mon, Jul 1, 2019 at 12:26 PM

Hi Tiffany,

I hope you had a great weekend.

I discussed with the owner and he is willing to extend the lease 6 months beyond the expiration date of 10/31/19, which would put the extended lease end date to 4/30/20. If there still is no movement towards development of that parcel as that date draw closers we can discuss for another extension beyond that if the City still needs the parking. Does this sound agreeable to you?

Karen Sanders

Property Manager

Construction Assistant



29200 Northwestern Hwy., Suite 450

Southfield, MI 48034

ksanders@group10.net

- (p) 248 855-2100 ext. 128
- (f) 248 855-1080

IF you tell the TRUTH, you do not have to remember ANYTHING – Mark Twain

This electronic transmission, including attachments contains privileged and confidential information intended only for the use of person(s) or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination or copying of the information is strictly prohibited. If you have received this electronic mail message in error, please immediately notify us by telephone at the number above and delete the message from your files. Thank you.

From: Tiffany Gunter <tgunter@bhamgov.org> Sent: Thursday, June 27, 2019 10:18 AM To: Karen Sanders <ksanders@group10.net>

Subject: Lot 12 Lease Extension

Hi Karen,

[Quoted text hidden]



MEMORANDUM

Office of the City Manager

DATE: October 2, 2019

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Birmingham Shopping District: Holiday Marketing Campaign

Funding Request

The annual Birmingham Shopping District holiday marketing campaign will kick-off soon and will include advertising on WXYZ TV Channel 7, WDIV Channel 4 and Comcast cable channels that will include promotion of parking in the downtown.

Their ads will primarily highlight the downtown shopping, dining and spa experience. Each of the ads will promote the popular "2 Hours Free Parking in the Decks" program, as they have in years past. The goal of the ads is to drive traffic to downtown Birmingham, benefiting merchants and the parking system.

This year the Birmingham Shopping District is aiming to commit a total of \$50,000 for the holiday shopping campaign. The BSD is requesting that the Advisory Parking Committee approve a \$25,000 commitment from the parking fund for the campaign. This would be the seventh year of a financial commitment from the APC at this funding level.

Holiday Advertising				
Print	\$9,000			
Digital	\$15,000			
Broadcast	\$25,000			
Signage	\$1,000			

The advertising vignettes will provide a strong push for the parking system, as the host will close out every segment with a strong statement about parking in Birmingham. These 15 and 30 second ads will feature a graphic at the end of the spot highlighting "2 Hours Free Parking in the Decks" incorporating the parking logo for the shopping district.

They are asking that the Advisory Parking Committee recommend this expenditure in support of the BSD holiday television campaign.

SUGGESTED RECOMMENDATION:

To recommend an expenditure of \$25,000 from the Parking Enterprise Fund in support of the BSD holiday television campaign.



MEMORANDUM

Office of the City Manager

DATE: October 2, 2019

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Structural Assessment Program – Vendor Recommendation

The City, in an on-going effort to ensure, the highest level of safety and integrity of our existing parking structures is planning to conduct structural assessments at each of the five sites over the next year. The Advisory Parking Committee at its' September 4 meeting approved the release of an RFP to solicit for these engineering evaluation services on September 6.

An additional Task was added to the scope of work in the form of an addendum to add clarity based on the questions received after the initial release of the RFP on September 6. The deadline for proposals was also extended by four days to make sure bidders had time to review and respond to the addendum. The additional task was to make clear that a preliminary condition assessment was required at the other four garages before moving forward with the full structural evaluation.

The bid documents were uploaded to the Michigan Intergovernmental Trade Network on September 6 and there were thirty-three (33) document request from various engineering firms that were Michigan based. However, there was only one bid received by the deadline. The bid received was from WJE Engineers and Architects, PC. The total bid amount was provided with two options based on the time of the day that the City would prefer the work to be performed.

Option 1: Monday - Friday 8:00 am to 5:00 pm for a total cost of \$349,530

Option 2 : Monday – Friday 5:00 pm to 10:00 pm (and Sat or Sun from 8 am – 5 pm) for a total cost of \$392,480.

The cost proposal for the work assumes the worst-case scenario being discovered in terms of garage condition at each of the structures. It is anticipated that actual costs will be less to complete the assessment. The 2019-2020 budget assumed that the cost to complete the assessment would be roughly \$350,000 (but did not include the N. Old Woodward structure due to the pending ballot initiative). The cost per deck is roughly \$70,000 for the complete assessment. Additionally, line item estimates over the next three years were also included in the budget to prepare for major capital improvements to be completed based on the outcome of the assessment.

The time to complete the evaluation of all five structures is 120 days from the date of the notice to proceed.

No other proposals were received for this work. Staff has reached out to two of the vendors on the list that have worked with the City in the past and learned that project timing issues, required staffing, and the level of expertise involved with elevated parking structures prevented their firms from bidding on the proposal.

SUGGESTION ACTION:

To recommend that the City Commission accept the proposal submitted by WJE Engineers and Architects, PC for a total cost not to exceed \$392,480 to conduct a full structural assessment of the five parking structures in the Parking Assessment district.



RFP for Professional Engineering Evaluation Services
N. Old Woodward, Pierce Street, Park Street, Peabody, and Chester
Parking Garages



September 27, 2019 WJE No. 2019.6318

PREPARED FOR

City of Birmingham ATTN: City Clerk's Office 151 Martin Street Birmingham, Michigan 48009

PREPARED BY:

WJE Engineers & Architects, P.C. 30700 Telegraph Road, Suite 3580 Bingham Farms, Michigan 48025 248.593.0900 tel | 248.593.8532 fax



RFP for Professional Engineering Evaluation Services

N. Old Woodward, Pierce Street, Park Street, Peabody, and Chester Parking Garages

Matthew E. Lewis, PE

Senior Associate

September 27, 2019 WJE No. 2019.6318

PREPARED FOR

City of Birmingham ATTN: City Clerk's Office 151 Martin Street Birmingham, Michigan 48009

PREPARED BY:

WJE Engineers & Architects, P.C. 30700 Telegraph Road, Suite 3580 Bingham Farms, Michigan 48025 248.593.0900 tel | 248.593.8532 fax



RFP for Professional Engineering Evaluation Services

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Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

INTRODUCTION

In response to your Request for Proposal, dated September 6, 2019, and the related Addendum, WJE Engineers & Architects, PC (WJE) is pleased to submit this proposal to perform professional engineering evaluation services for parking facilities condition assessments of the North Old Woodward, Pierce Street, Park Street, Peabody and Chester parking structures. It is WJE's understanding that the purpose of the assessments is to determine the current and future infrastructure needs in support of a capital improvement plan to extend the useful life of the structures while ensuring the highest level of safety for those who use them.

The goal of this project and the services required to complete it are a regular part of the professional services offered by WJE. Unlike other professional architectural or engineering firms, our interdisciplinary firm, with in-house laboratory facilities, specializes in problem solving for existing structures. Our project personnel offer specialized experience and expertise in architectural, materials, and structural investigation and design of repairs. We believe that our past experience with related projects throughout the United States and in Michigan, as well as the qualifications of our project team are a perfect match for the successful completion of your parking facilities condition assessment project.

Local Office & Project Contact

The Project Manager and primary point of contact is Matthew Lewis, P.E., a Senior Associate at WJE's Detroit location. Mr. Lewis's contact information is provided below:

WJE Engineers & Architects, PC (e) mlewis@wje.com

30700 Telegraph Road, Suite 3580 (p) 248.593.0900 • (d) 248.594.0145

Bingham Farms, Michigan 48025 (fx) 248.593.8532

RFP FORMS

The Bidder's Agreement (Attachment B), Cost Proposal (Attachment C), and Iran Sanctions Act Vendor Certification Form (Attachment D) may be found in **Appendix A**.

PREVIOUS EXPERIENCE

Nationally, WJE has recently completed condition assessments for parking structures at the Salt Lake City Airport and the elevated parking deck at the Chicago O'Hare International Airport (one of the largest parking structures in the world), among many others. Locally, WJE has completed condition assessments or designed repairs for at least 20 parking structures over the past five years and has been involved with at least 10 parking structure repair projects in Michigan this year.

Additional Project Profiles and a Parking Structure Experience List may be found in **Appendix B**.

Project Name	Client Name	Contact Name	Contact Phone
1009 Cass - Detroit Condition Assessment, Structural Consulting Services	Basco Michigan	Roger Basmajian	(313) 502-5117
Grand Circus Parking Structure Engineering Services	Pullman Construction	Pete Wallace	(734) 282-3801



RFP for Professional Engineering Evaluation Services

Project Name	Client Name	Contact Name	Contact Phone
Beaumont Hospital Parking Deck Repair Design and Construction Period Services	Beaumont Health System	Tom Kwiatkowski	(313) 473-1534
Henry Ford Hospital Detroit Structural Condition Assessments of Parking Structures	Rich & Associates Parking Consultants	David Rich	(248) 353-5080
Baltimore Parking Structure Detroit Restoration of Single-Tee Concrete Parking Structure	The Platform, LLC	Patrick Meehan	(313) 446-8790

WJE QUALIFICATIONS

WJE has completed thousands of investigations of parking structures, concrete buildings and bridge structures including studies of cracking, reinforcement corrosion, and deterioration for a variety of different clients. WJE is an industry leader in concrete technology, having completed numerous research and training projects on concrete deterioration and corrosion protection for the American Concrete Institute, Federal Highway Administration, National Cooperative Highway Research Project, Concrete Reinforcing Steel Institute, and others.

This work has positioned WJE at the forefront of concrete repair and rehabilitation. Our work has included the investigation of the corrosion of embedded reinforcement, which produces visible effects such as cracking, delamination, and spalling. Through a better understanding of the causes of concrete deterioration, WJE has developed repair and rehabilitation solutions for many structures using a wide range of approaches, each tailored to the individual structure being addressed. These repair approaches have included:

- Sealers and surface treatments that inhibit the ingress of corrosion chemicals such as chlorides;
- Partial and full-depth patching using specialized mortars that maximize the effectiveness of these materials to improve long-term durability of concrete repairs;
- Passive and active cathodic protection to counter the effects of corrosion;
- Corrosion preventative coatings for embedded reinforcing to limit future interactions between the metal and a corrosive environment; and
- Many other repair solutions designed to address project-specific conditions.

PROJECT STAFFING

Our project team consists of engineers with significant experience assessing deterioration in parking structures. The project will be managed by Matthew Lewis. He will lead the field effort and will be the primary author of the condition assessment reports. Mr. Lewis is experienced in the investigation of parking structures, historic buildings, stadiums, municipal structures and smokestacks, as well as retail, office and residential buildings. His projects involve field investigation, structural analysis, nondestructive testing and instrumentation, structural damage and failure assessment, preparation of construction documents and drawings, and building code investigation.

Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

Mark Krueger will serve as Project Advisor. In his role, he will assist with developing appropriate repair recommendations and serving as a technical reviewer for the work product. Since joining WJE in 1986, Mr. Krueger has gained extensive experience in field and analytic assessment of new and historic structures. Mr. Krueger has more than 30 years of experience investigating deterioration in existing building, including numerous parking structures.

The Project Engineers will be Owjan Hashtroodi, Justin Barden, and Derek Hibner. All of these engineers are experienced in performing condition assessments and construction period observations on concrete repair projects. Their responsibilities will include, but is not limited to: Document review, field investigations, data processing, structural analyses and coordination with subcontractors.

Detailed Personnel Qualifications may be found in **Appendix C.**

Subcontractors

Laser Scanning Subcontractor: TruePoint Laser Scanning, LLC (TruePoint)

The Laser Scanning Survey will be performed by TruePoint Laser Scanning, LLC (TruePoint). Headquartered in Toledo, Ohio, TruePoint is a professional service provider of nationwide 3D laser scanning services. Since its inception in 2011, TruePoint has provided scanning and modeling services for more than 3,000 of projects. TruePoint has worked with clients in various roles within the AEC industry (e.g., owners, architects, engineers, etc.) on projects varying in size and complexity. For its laser scanning services, TruePoint has selected the use of Leica 3D Laser Scanners which are highly accurate, industry leading non-contact measuring instruments, allowing us to operate in rugged conditions in a safe manner. With the Leica equipment, TruePoint experts are able to tie to survey control, take 3D photographs, and capture features from a distance of up to 980 feet.

TruePoint is an Ohio-licensed engineering firm and provides the highest quality data and deliverables. Their team of regional managers and CAD technicians possess architectural, engineering, and other technical backgrounds, allowing them to analyze and interpret data effectively for their clients. Through the use of the latest software in the industry (e.g., Revit, AutoCAD, MicroStation, etc.) and development of specific point cloud modeling methods, TruePoint is able to provide a wide variety of modeling and associated services in support of Engineering and Construction efforts.

Plumbing Subcontractor: Plumber's Service Inc. (PSI)

The drainage System clean-out and video inspection will be performed by Plumber's Service Inc. (PSI). They are a full-service sewer and drain repair business which strive to be the best in their industry. They have been meeting the unique needs of residential, commercial, industrial and municipal customers for over 63 years. They employ professional, experienced and conscientious technicians and knowledgeable office personnel, and continually invest in state-of-the-art equipment to quickly identify and correct every problem, while minimizing consequences. PSI's services include but are not limited to: Sewer and drain cleaning, High velocity jet flushing, MDEQ certified Vactor work, Radio detection, Televising, No-Dig technology with Pipe Genie pipe bursting and Formadrain structural pipe lining, Excavating, Steamer jetting, Confined space, Leak detection, RootX and Bio-Clean and Worry-Free maintenance service.

Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

Structural Analysis Support: Professional Civil Engineering Services, LLC. (PCES)

Professional Civil Engineering Services, LLC (PCES) will assist WJE in performing the structural analyses in Task 3. PCES is a consulting structural engineering firm that offers a wide variety of professional services. PCES engineers apply hands-on diagnostic studies to investigate distress and deterioration and evaluate their effects on structural performance. With their in-depth understanding of the fundamental principles of structural engineering and materials behavior, their structural engineers develop creative and efficient options to accommodate each client's particular needs. Their Structural Engineering services include: Nonlinear three-dimensional finite element analysis, construction support, fracture mechanics assessment and fitness for service, failure investigation, peer review, repair and retrofit design, seismic evaluation, specialized structural design, structural condition assessment, temporary/emergency stabilization, structural analysis and design.

Additionally, they specialize in structural forensic engineering services. They offer a range of investigative and analytical techniques to determine the cause and extent of failure and damage. Their desktop and field capabilities include a wide range of services for structural components. These capabilities enable their engineers to better understand how structures respond to extreme events and to develop repairs and replacement systems that meet future performance expectations. They can also assist clients with recovery by providing temporary solutions that guickly return damaged structures to service.

SCOPE OF WORK

Purpose and Background

The subject project seeks to ascertain the condition of five parking structures, owned by the City, for the purpose of estimating short, mid and long term mitigation strategies, as well as repair solutions that will extend the useful life of the structures.

The preliminary condition assessment will yield a baseline profile for each structure that will be inclusive of visible and nonvisible deterioration, which will be detected using nondestructive techniques.

As described in the RFP, five parking structures are included in the Scope of Work:

- N. Old Woodward 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.

WJE has previous experience with two out of the five parking garages of interest. WJE completed a limited visual structural assessment of the N. Old Woodward Street parking garage and issued a report dated July 5, 2019, which includes WJE's findings, recommendations and opinion of probable costs. Moreover, WJE provided professional services for the Pierce Street parking garage to assess the safety concerns caused by the visible differential deflection at expansion joints of the supported floors. Our report dated September 28, 2018 summarizes WJE's findings and provides further recommendations for this effort.

Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

Finally, based on this report's findings and recommendations, WJE issued a proposal letter with a detailed proposed scope of services dated October 11, 2018 as continuation of their initial assessment of the Pierce Street parking garage.

The scope of work defined by the City in this RFP is very well aligned with WJE's recommendations for follow-up services that were proposed for the Pierce Street Garage; however, it should be noted that our recommendations were tailored specifically based on findings and observations pertinent to the Pierce Street Garage and we recognize that not all of the proposed tasks may be applicable to the other four parking garages of interest.

Plannotate Software

WJE has independently developed software that allows for efficient collection, organization and distribution of data collected in the field. In place since 2012, the software has been successfully used on WJE projects of all sizes and building types, resulting in the creation of a half-million annotations and the collection of nearly a quarter-million photos. The software allows WJE staff to input field data such as notes, sketches, and photographs through customizable forms which can then be spatially located on a drawing or photograph. When synced to the internet, multiple users can access the data in nearly real time, from any location.

In the field, WJE will use this software on iPads to record the existing conditions and activity of each location of work. In the office, the information obtained can be extracted from the software into Microsoft Office and AutoCAD. The information can then be sorted, isolated, or otherwise organized for reporting, collaboration, or presentation between the WJE Team members and with the City, if requested.

Phases and Related Tasks

WJE has performed condition assessments of the N. Old Woodward and Pierce Street Garages within the last year. Based on our understanding of the project objectives, our familiarity with two of the structures, and our experience with similar projects, we propose the following work plan to address the scope of services defined in the RFP. Tasks 1 through 5 will only need to be performed if WJE's findings from Task 0 justify their necessity. It should be noted that Tasks 1 through 5 are primarily recommended for Pierce Street Garage; Task 4 is additionally recommended for Peabody Garage and Chester Garage.

Task 0: Preliminary Condition Assessment

- 1. WJE will review relevant repair and maintenance records, engineering reports, and original construction drawings pertaining to this effort as provided by The City to become familiar with the design and unique details of the parking structures. Relevant original construction drawings would include floor plans, structural framing plans, building elevations, and structural and water management-related details. This information will be beneficial during our assessment and will assist in evaluating various repair options.
- 2. WJE will perform preliminary field assessments of the parking structures to observe and document the various types of deterioration. 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.

Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

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.

- a. **Pierce Street Parking:** Based on WJE's recent assessment of this parking garage, we do not believe an additional preliminary condition assessment is required for this parking garage. It is WJE's recommendation to perform Tasks 1 through 6 per the Scope of Work defined in the RFP.
- 3. WJE will prepare a preliminary written letter to convey our recommendations regarding the necessity and justifications with respect to the subsequent tasks outlined in the RFP's scope of work. The final report for each structure will be provided as part of Task 6 Reporting.

Task 1: Floor Laser Survey

All elevated floors and ramps will be topographically surveyed using three-dimensional laser scanning to plot contour maps of the top surface, bottom surface and thickness of the elevated floors along the expansion joints. The survey will be conducted by TruePoint. The field effort of the laser topography survey is estimated to take 5 to 7 days per garage if full access is provided on the scanning areas. WJE will review the TruePoint survey results and incorporate our findings in further structural assessments and analyses of the floors.

Task 2: Drainage System Clean-Out and Video Inspection

The drainage system under the first floor level will be cleaned out (if possible) and video inspected to observe their condition. The inspection will be conducted by PSI. The estimated time of the video inspection and clean-out is eight man-days (two days for a four-person crew is anticipated) for each parking structure if full access is provided on the first floor level. WJE will review PSI's results and incorporate the findings into our repair recommendations.

Task 3: Structural Analyses

- 1. WJE and PCES will develop a three-dimensional finite element model (FEM) of the parking structure. All elevated floors and ramps will be included in the model using the measured thickness provided from the laser topography survey in Task 1. The intent of this analysis is to calculate the stresses and estimate deflections for the floors due to dead load (floor self-weight) and design live loads.
- 2. Based on results of the FEM analysis and laser topography survey, WJE will identify several critical regions that have severe deflection and/or highest loading demands for additional Ground Penetrating Radar (GPR) scanning survey and inspection openings. WJE will also identify locations to extract concrete samples for testing. Scanning and material testing will be performed as Tasks 4 and 5.
- 3. WJE will calculate the load carrying capacity of the identified critical regions using the results of the GPR scanning survey and the inspection openings. Measured concrete compressive strength will be used in the calculation. WJE will determine if those critical floor regions have sufficient capacity to support the required design loads specified by the current building codes.

WIE

Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

Task 4: Site Work

- 1. WJE will conduct GPR scanning at the identified critical regions from Task 3.1. The GPR scanning results will be used to inspect the location and depth of reinforcing bars and to identify locations for inspection openings. Openings will be made on the top of the floors to measure the diameter, depth, and condition of the exposed bars, and also to calibrate the GPR readings.
- 2. WJE will coordinate the collection of up to six (6) concrete cores from the selected locations on the elevated floors for testing in Task 5.

Task 5: 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 in the calculations of load carrying capacity of the regions in Task 3.3.

Task 6: Report

WJE will prepare a written report summarizing our findings and conclusions on each of the parking structures, including recommendations for a repair and rehabilitation program for each of the structures. We anticipate providing one report per structure, and that each report will include a prioritized list of repair recommendations to address structural and other conditions of concern. The reports will also provide an opinion of probably 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.

A detailed breakdown is included with **Appendix D**, outlining the tasks and fees by individual garage.

CLIENT REFERENCES

Below please find three client references from past projects. Further reference can be provided upon request.

Project Name	Client Name	Contact Name	Contact Phone
1009 Cass - Detroit Condition Assessment, Structural Consulting Services	Basco Michigan	Roger Basmajian	(313) 502-5117
Grand Circus Parking Structure Engineering Services	Pullman Construction	Pete Wallace	(734) 282-3801
Beaumont Hospital Parking Deck Repair Design and Construction Period Services	Beaumont Health System	Tom Kwiatkowski	(313) 473-1534



Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

PROJECT TIMELINE

The WJE Team understands that time is of the essence and will be able to mobilize immediately upon notification of award and contract execution. We propose to complete the full scope of requested services within **120 days** of receiving Notice to Proceed. The following timeline for the major tasks, with Day 1 beginning after receiving Notice to Proceed and fully executing the contract.

Task 0 - Preliminary Condition Assessment	Days 1-75
Task 1 - Floor Laser Survey	Days 7-75
Task 2 - Drainage System Clean Out and Video Inspection	Days 7-45
Task 3 - Structural Analysis	Days 7-75
Task 5 - Material Testing	Days 30-60
Task 6 - Report	Days 75-120

The WJE Team is available to complete the project according to this proposed timeline.

CLOSING

Thank you for the opportunity to submit this proposal. We look forward to the opportunity to continue working with City of Birmingham. Please feel free to contact Matthew Lewis at (248) 593-0900 if you have any questions regarding our response to this RFP.



Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

APPENDIX A. RFP FORMS



ATTACHMENT B - BIDDER'S AGREEMENT PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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.

Matthew E. Lewis, P.E.	September 27, 2019	
PREPARED BY	DATE	
(Print Name)		
Senior Associate		
TITLE		
1111-		
(all) leve	mlewis@wje.com	
AUTHORIZED SIGNATURE	E-MAIL ADDRESS	
WJE Architects & Engineers, PC		
COMPANY		
30700 Telegraph Road, Suite 3580		
Bingham Farms, MI 48025	(248) 593-0900	
ADDRESS	PHONE	
Wiss, Janney, Elstner Associates, Inc.	(847) 272-7400	
NAME OF PARENT COMPANY	PHONE	
330 Pfingsten Road, Northbrook, IL 6000	62	
ADDRESS		



ATTACHMENT C - COST PROPOSAL PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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

COST PROPOSAL			
ITEM	BID AMOUNT		
Task 0: Preliminary Condition Assessment (N. Old	\$	40,600	
Task 1: Floor Laser Survey	\$	80,830	91,280 ^(a)
Task 2: Drainage System Clean Out and Video Inspection	\$	68,500	101,000 ^(a)
Task 3: Structural Analysis	\$	58,750	
Task 4: Site Work	\$	16,850	
Task 5: Material Testing	\$	42,000	
Task 6: Report	\$	42,000	
	\$		
TOTAL AMOUNT	\$	349,530	392,480 ^(a)

Note: Please see Appendix D for further price details.

Firm Name WJE Engineers & Architects, PC

Date September 27, 2019



ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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.

Matthew E. Lewis, P.E.	September 27, 2019	
PREPARED BY (Print Name)	DATE	
Senior Associate		
TITLE		
Mall Jem	mlewis@wje.com	
AUTHORIZED SIGNATURE	E-MAIL ADDRESS	
WJE Architects & Engineers, PC		
COMPANY		
30700 Telegraph Road, Suite 3580		
Bingham Farms, MI 48025	(248) 593-0900	
ADDRESS	PHONE	
Wiss, Janney, Elstner Associates, Inc.	(847) 272-7400	
NAME OF PARENT COMPANY	PHONE	
330 Pfingsten Road, Northbrook, IL 6006	52	
ADDRESS		
36-2757956		
TAXPAYER I.D.#		



Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

APPENDIX B. RELEVANT PROJECT PROFILES & EXPERIENCE LIST





Baltimore Avenue Parking Garage

Restoration of Single-Tee Beam Concrete Parking Structure | Detroit, MI



CLIENT

The Platform

BACKGROUND

The Baltimore Avenue Parking Garage, located in Detroit's New Center area, is a 270,000 square foot split level parking structure. It was constructed in 1964 with precast columns, precast and posttensioned concrete single teebeams, and post-tensioned concrete floor slabs that span between the single-tee beams. The supported one-way slabs are post-tensioned with the archaic paper-wrapped button-headed wire system. The ramps between levels are conventionally reinforced.

With recent revitalization of the area, including a new light rail system and construction of the Detroit Pistons practice facility, there was an influx of activity and demand for parking. New owners of the garage recognized the renewed demand and solicited design-build proposals to address years of deferred maintenance, improve the appearance, and quickly bring the restored parking structure to market.





SOLUTION

WJE worked on a design-build team with the Pullman SST, a specialty restoration contractor, to design and implement a \$5.5 million restoration project. During the assessment phase of the project, WJE identified that slab tendons and beams were in worse condition than initially anticipated. This posed a risk to the projects strict schedule and budget.

WJE used advanced elasto-plastic finite element modeling to analyze the supported slabs to determine the number of tendons repairs required to adequately support code required loads. This effort significantly reduced the overall number of tendon repairs required.

The design-build team designed an innovative approach to restore the capacity to the precast and post-tensioned concrete beams. The beam strengthening consisted of new external post-tensioned tendons in grouted ducts with steel deviators.

In just 10 months, the design-build team investigated, designed, procured materials, and completed repairs to more than 230 failed slab tendons and strengthened 32 single-tee beams. The restoration project also included typical concrete repairs and durability improvements. The project was awarded an Award of Excellence by the International Concrete Repair Institute in 2018.





Evanston Parking Garages

Comprehensive Repairs | Evanston, IL







CLIENT

City of Evanston

BACKGROUND

Three garages owned by the City of Evanston were the subject of this project—the five-story Church Street Garage, built in 1989; the six-story Maple Avenue Garage, built in 2000; and the twelve-story Sherman Plaza Garage, built in 2004. Each garage is constructed of post-tensioned concrete slabs and each has a facade consisting primarily of precast concrete.

Although the garages were generally in good condition, repairs and improvements were desired to address known distress and deficiencies and to improve the durability of the garage structures. The City of Evanston retained WJE to design repairs and improvements to the three city-owned garages.



SOLUTION

The distress and deficiencies addressed by the repairs included unsound concrete, strength deficiencies of vehicle guard walls, deficient gravity and lateral supports for precast concrete facade panels, cracked welds in aluminum facade components, and cut beam stirrups at pipe penetrations. WJE performed surveys to document the extent of concrete deterioration, deficient facade panel connections and other existing conditions. Analyses were performed to design structural repairs, including beam capacity based on the damaged and the remaining beam stirrups. In addition to preparing specifications and drawings to implement the repairs, WJE also provided engineering services during the bidding and construction phases of the repair project.

WJE's scope was later expanded by the City to include the investigation of cracking at light pole base connections on the top level of the Sherman Plaza Garage. WJE then designed replacement light poles and also performed a comprehensive close-up inspection of the garage's facade.





Beaumont Hospital Parking Structure

Investigation and Repair of Concrete Structure | Grosse Pointe, MI





CLIENT

Bon Secours Hospital

BACKGROUND

Built in 1973, the parking structure at Beaumont Hospital (formerly Bon Secours Hospital) is constructed of a single supported level of precast concrete double tees. The tees span 55 feet between an interior girder and exterior retaining walls. The hospital is in a residential neighborhood, restricting noise levels and construction activities.

WJE was retained to assess the deterioration within the parking structure, provide repair recommendations, and develop a phased repair approach. Poor drainage conditions and inadequate funding to maintain the garage's waterproofing systems led to severe corrosion-related deterioration of the central girder.



SOLUTION

Following a detailed condition survey, WJE presented an economic analysis to demonstrate the cost of further postponing repairs, which helped procure the necessary funding. WJE then developed phased repair recommendations for installation of a sloped "wash" to direct water away from the central girder and minimize the risk of future deterioration. WJE's repair recommendations successfully met noise restrictions as a result of specifications made in the repair documents. The bid documents resulted in a clear and concise pre-bid meeting leading to five bids within budget and ten percent of each other.

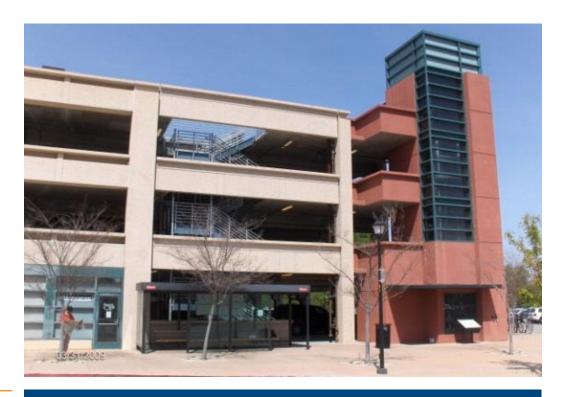
During the construction period, WJE safely resolved several unique conditions where structural deterioration was unusually severe and maintained traffic circulation and parking throughout all phases of the project to minimize the impact of construction on the hospital.





Stanford University Parking Structures

Evaluation and Repair Design | Stanford, CA



CLIENT

Stanford University

BACKGROUND

Two of the three garages requiring repairs, Parking Structures 1 and 2, are post-tensioned concrete structures built in the 1980s. These garages are between four and six stories in height and have post-tensioned one-way floor slabs supported on post-tensioned beams. The third garage, Parking Structure 5, is three stories tall and was built in the early 2000s. Parking Structure 5 has precast concrete beams supporting castin-place concrete floor slabs. The elevator shafts for Parking Structure 5 are framed with concrete masonry and covered with stucco.

Several parking structures built on the campus in the last twenty-five years have experienced varying deterioration including cracking of the concrete floor slabs, failure of prestressing tendons, spalling and delamination of concrete, failed waterproofing membrane in planters, and delamination of stucco. WJE was requested to assess the current condition of the garages and to develop structural and facade repairs.



WJE performed an extensive visual survey of the garages to identify the deficiencies in the concrete framing. In addition, WJE conducted testing of selected prestressing tendons to assess the condition of the tendons. Following the survey, WJE developed repair plans and specifications to correct the deficiencies including:



- Sealing cracks in the concrete slabs
- Patching spalled concrete
- Replacement of planter waterproofing membrane
- Repair of damaged welds at stair supports
- Replacement of stucco at elevator shafts
- Replacement of failed concrete patches









North Capitol Ramp

Prepurchase Survey and Conceptual Design of Enhancements | Lansing, MI





CLIENT

Lansing Community College

BACKGROUND

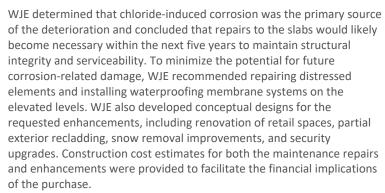
Constructed in 1972, the North Capitol Ramp contains four elevated parking levels and one level at grade. Elevated floors comprise one-way cast-in-place concrete slabs with a paper-wrapped button-headed post-tensioning system, supported by precast concrete single-tee beams that span between precast concrete columns and load-bearing spandrel panels.

To address parking deficits, the college was considering the purchase of an existing multilevel parking structure. In conjunction with the potential purchase, the college desired a condition assessment of the structure and a five-year plan to restore and maintain its structural integrity. A primary objective of the assessment was to identify probable costs of anticipated repairs and maintenance for use during purchase negotiations. The college also sought an assessment of feasibility and probable costs for several proposed architectural and functional enhancements.

SOLUTION

WJE performed a comprehensive condition assessment of the parking structure, including the following tasks:

- Evaluation of the original structural design
- Visual survey of garage and sounding of concrete surfaces to identify corrosion-related deterioration
- Examination of the slab post-tensioning system at inspection openings in representative locations
- Laboratory analyses of concrete samples to determine chloride ion concentrations







HALADE CHAPACTER STUDY





Parking Structure Projects

1 AND 2 ELDRIDGE PLACE GARAGE

Houston, TX

Repair design and construction phase services

5/6 GREENSPOINT GARAGE

Houston, TX

■ Investigate deterioration of precast concrete structural members

10 EAST ONTARIO

Chicago, IL

Garage condition assessment

33 BENEDICT PLACE

Greenwich, CT

 Investigation, repair design, and construction observation for the three-story parking structure

411 WEST LAFAYETTE PARKING STRUCTURE

Detroit, MI

 Maintenance; structural and ramp repair; construction period services

422 WEST 15TH STREET GARAGE

New York, NY

■ Fire damage investigation

1000 N. LAKE SHORE DRIVE

Chicago, IL

 Investigation and repair design for the nine-story, fully enclosed parking structure

222 SOUTH RIVERSIDE

Chicago, IL

■ Plaza rehabilitation

1100 SUPERIOR

Cleveland, OH

Construction documents and parking garage condition assessment

1415 N. DEARBORN CONDOMINIUM

Chicago, IL

 Construction observation services for the repair of the parking structure

1447 PEACHTREE STREET BUILDING

Atlanta, GA

■ Due diligence survey the of structural system and exterior facade

1725 YORK AVE. PARKING GARAGE

New York, NY

Condition assessment, critique of prior engineer's repair design

2306 NEPTUNE AVENUE

Brooklyn, NY

Investigation of structural failure due to water weight

3333 WISCONSIN AVE, NW

Washington, D.C.

Nondestructive visual condition assessment

3910 KESWICK ROAD

Baltimore, MD

Architectural and structural condition assessment

4343 CLARENDON CONDOMINIUMS

Chicago, IL

 Investigation, repair designs, and construction observation for the three-story parking structure

ADVOCATE GOOD SAMARITAN HOSPITAL

Downers Grove, IL

East and south parking lot restoration project

AMERICAN SERVICES CENTER

Arlington, VA

CFRP analysis

ANYANG UNDERGROUND PARKING GARAGE

Seoul, Korea

Structural investigation and repair design

AT&T BUILDING

Chicago, IL

Investigation of cracked concrete beam in parking garage

BAXTER HEADQUARTERS PARKING GARAGE

Deerfield, IL

 Construction phase services, column corbel deterioration repair, repair design ramp extension

BERGEN TOWN CENTER

Paramus, NJ

 Review of repair and replacement options for existing parking garage

BEAUMONT HOSPITAL

Grosse Pointe, MI

- Visual survey of parking structure masonry and site walls
- Construction document services and construction period services

BEAU RIVAGE RESORT & CASINO

Biloxi, MS

Hurricane and storm surge damage evaluation





Parking Structure Projects

BELDEN CENTER

Chicago, IL

■ Water leakage and concrete deterioration consultation

BON SECOURS PARKING STRUCTURE

Grosse Pointe, MI

Design and construction period services

BOSTON COMMON GARAGE

Boston, MA

 Investigation, laboratory testing, and repair recommendations for the three-level, 1,650-car underground parking garage

BROWN GROUP PARKING GARAGE

Clayton, MO

 Condition survey, repair design, and construction observation for the two-level parking structure

CARLETON OF CHEVY CHASE

Chevy Chase, MD

Condition investigation of garage membrane

CENTER SQUARE PARKING GARAGE

Jacksonville, FL

■ Due diligence survey of parking deck

CHANCELLORY PARKING FACILITY

Itasca, Il

 Investigation and repair designs for precast concrete parking garage

CHICAGO MIDWAY INTERNATIONAL AIRPORT

Chicago, IL

- Load testing and construction observation of parking garage
- Brittle fracture investigation of burke lifting anchors
- Wall/column corbel investigations

CHILDREN'S MEMORIAL HOSPITAL PARKING GARAGE

Chicago, IL

Construction Administration

CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS

Salt Lake City, UT

 Investigation, laboratory testing, and repair design for a twolevel underground parking garage

CITY OF FRESNO CONVENTION CENTER

Fresno, CA

 Investigation and repair design for precast concrete parking garage

CITY OF EVANSTON

Evanston, IL

 2011 comprehensive parking garage repairs and construction observation

CITY OF MILWAUKEE

Milwaukee, WI

 Condition investigation and structural evaluation of the Zeidler Building parking garage

CITY-COUNTY BUILDING PARKING GARAGE

Indianapolis, IN

 Investigation, repair design, and construction observation for the three-level, 560-car underground parking garage

CLARA MAASS MEDICAL CENTER PARKING GARAGE

Belleville, NJ

- Investigation of a partial collapse
- Design repairs

CNN CENTER PARKING STRUCTURE

Atlanta, GA

 Condition survey, cost estimates, bid document preparation, and repair recommendations

COLUMBUS-CABRINI MEDICAL CENTER

Chicago, IL

Investigation and repair designs for an eight-story parking garage

COMDISCO, INC.

Rosemont, IL

Investigation of six-story parking structure

COMERICA PARKING STRUCTURE

Livonia, MI

Repair design, bidding, and construction period services

CONTINUUM PARKING GARAGE

Austin, TX

Deterioration investigation and repair design

CORPORATE CENTER PARKING GARAGE

Danbury, CT

 Preparation of repair contract documents and draft project manual

COTTAGE HOSPITAL PARKING STRUCTURE

Grosse Pointe Farms, MI

 Development of repair documents, construction period services, and condition survey

DEACONESS HOSPITAL PARKING GARAGE

Evansville, IN

- Investigation of a four-story precast concrete garage
- Design and perform load tests for one ledger beam





Parking Structure Projects

DOCK SQUARE PARKING GARAGE

Boston, MA

■ Investigation and concrete/membrane repairs

DOLLAR RENT-A-CAR GARAGE

Queens, NY

Investigation of collapse

EL CASTILLO PARKING GARAGE

Santa Fe, New Mexico

 Investigation of structural distress at expansion joint; structural repairs

EQUITY RESIDENTIAL - PROSPECT TOWERS

Hackensack, NJ

Parking garage collapse investigation

FASHION CENTER

Paramus, NJ

■ Investigate corrosion of steel structure

FISHER PLACE GARAGE

Rockville, MD

- Investigation of the cause of collapse during construction
- Reviewed repairs designed by others

FOGO DE CHAO

Atlanta, GA

 Condition assessment of parking garage and peer review of new design

FOUR SEA GATE/WEBSTRAND GARAGE

Toledo, OH

 Visual inspection and structural evaluation of five-level building garage

GAGE PARK PARKING GARAGE

Chicago, IL

 Condition survey, concrete and waterproofing membrane repairs, and expansion joint repairs

GARAGE NO. 11

Bethesda, MD

 Design document review, bidding services, renovation/restoration

GARDEN STATE CONDOMINIUM PARKING GARAGE

Elizabeth, NJ

■ Investigation of a partial collapse

GEORGE ALLEN PARKING GARAGE

Dallas, TX

 Investigation of distressed garage slabs and beams; repair document preparation

GEORGIA INSTITUTE OF TECHNOLOGY NORTH CAMPUS PARKING STRUCTURE

Atlanta, GA

Condition evaluation

GRAND CASINO

Biloxi, MS

 Hurricane and storm surge damage evaluation for parking garage and ancillary structures

GRANVILLE BEACH PARKING GARAGE

Chicago, IL

Condition assessment

GRANT AND WOOD STREET GARAGE

West Lafayette, IN

 Preparation of design details and outlining of specifications for seismic modifications

GRANT PARK NORTH GARAGE

Chicago, IL

 Investigation, repair designs, and construction observation for the two-story, 100-vehicle underground parking garage

GREENWICH AMERICAN CENTRE PARKING

Greenwich, CT

 Investigation, repair design, and construction observation for an approximately 500,000 square foot parking structure

GROSSINGER CITY AUTOPLEX GARAGE

Chicago, IL

Repair services

HARBOR POINT CONDOMINIUM PARKING GARAGE

Chicago, IL

Repair document preparation

HARBOUR RIDGE

Honolulu, HI

Parking deck restoration and waterproofing

HAYWOOD PARK PROMENADE

Ashville, NC

Determine cause of leaking in parking deck

HIGHLAND OAKS PARKING GARAGE

Downers Grove, IL

Construction observation and administration for repairs





Parking Structure Projects

HOLLEY COURT PARKING GARAGE

Oak Park, IL

 Investigation of cracking of beam/column joint and cracking of beams in garage expansion

HUNTINGTON PARK GARAGE

Cleveland, OH

■ Phase I design study

IBM PARKING GARAGE

Chicago, IL

■ Re-inspection of garage and develop repair documents

INTER-CONTINENTAL HOTEL

Chicago, IL

Repairs to parking garage

INTERNATIONAL CENTER PARKING GARAGE

Bloomington, MN

Repair design and construction observation

INTRUST BANK PARKING GARAGE

Wichita, KS

 Repair plans and specifications, construction period services, remediation of parking garage deterioration0

JC PENNEY HEADQUARTERS PARKING GARAGE

Plano, TX

 Construction administration for waterproofing and related remediation; periodic inspection of inverted and double tees

JACOBSON'S PARKING STRUCTURE

Grosse Pointe, MI

Structural evaluation and assessment

JOHN HANCOCK TOWER PARKING GARAGE

Chicago, IL

- Detailed evaluation and materials testing
- Investigation and repair design of helical ramp

KENSINGTON HEALTH CARE CENTER

Evanston, IL

Investigation into deterioration of underground parking garage

LAKE POINT TOWER

Chicago, IL

Masonry repairs to the base building

LAMBERT FIELD GARAGE

St. Louis, MO

Repaired expansion joint review

LAREDO NATIONAL BANK

Laredo, TX

 Petrographic study of spalled concrete from parking garage precast wall panel

LINCOLN TOWER PARKING GARAGE

Springfield, IL

Repair and construction design; observation

LUAU CONDOMINIUMS PARKING STRUCTURE

Miramar Beach, FL

Evaluation of post tensioning strand failures

MALIBU CONDOMINIUMS

Chicago, IL

 Investigation, repair designs, and construction observation for the four-story, reinforced concrete parking structure

MALL OF AMERICA

Minneapolis, MN

Test failed bearing pads

MANHATTANVILLE BUS DEPOT

New York, NY

Investigation of masonry facade

MBTA SOUTH STATION BUS TERMINAL

Boston, MA

Engineering evaluation and testing services

MIAMI DADE COLLEGE

Doral, FL

 Professional services related to west campus parking garage collapse

MID-AMERICA PLAZA

Oakbrook Terrace, IL

 Investigation and repair designs for fire damaged region of posttensioned parking garage

MIDTOWN PARKING STRUCTURE

Rochester, NY

 Condition survey, laboratory investigation of concrete samples, and repair recommendations for the three-level, 1,800-car underground parking garage

MILLENNIUM PARK GARAGE

Chicago, IL

Repair construction documents and construction phase services





Parking Structure Projects

MONTGOMERY COUNTY GOVERNMENT DIVISION OF PARKING

Bethesda and Silver Spring, MD

 Five-year term contract covering condition surveys, investigations, repair designs and construction observation services for seventeen municipal parking garages

MORGAN STATE UNIVERSITY

Baltimore, MD

■ Rotational remediation activities for student center garage

MOUNTAIN SHADOWS CONDOMINIUM

Denver, CO

Investigation and repair design

NATURAL GAS PIPELINE COMPANY

Lombard, IL

 Investigation and repair designs for a three-story precast parking garage

NEUSTETER PARKING GARAGE

Denver, CO

Prepurchase inspection

NEWPORT CONDOMINIUM

Chicago, IL

Parking garage column repair

NIH PARKING GARAGE

Bethesda, MD

• Investigation of a collapse during construction

NORMANDALE LAKE OFFICE PARK

Bloomington, MN

Prepurchase inspection

NORTH CAPITAL AVENUE PARKING STRUCTURE

Lansing, MI

Condition survey

NORTH MEMORIAL MEDICAL CENTER

Robbinsdale, MN

■ Investigation to determine cause of the collapse of the roof level

NORTH POINT MALL

Alpharetta, GA

Peer review of parking deck

NORTH SHORE PARKING GARAGE

Pittsburgh, PA

Investigation of double tee flange reinforcing

NORTHWESTERN MUTUAL PARKING GARAGE

Milwaukee, WI

Condition survey and maintenance program

OAK BROOK TOWERS

Oak Brook, IL

 Investigation and repair designs for a two-story reinforced concrete parking structure

OAK COURT MALL

Memphis, TN

Investigation of the causes of asphalt membrane failure

ONE EAST WACKER

Chicago, IL

Investigation of plaza leaks into below-ground parking garage

ONE OAKBROOK TERRACE

Oakbrook Terrace, IL

Evaluation and load test of tee girder connections

PACIFIC FINANCIAL PARKING GARAGE

Newport Beach, CA

■ Water leak investigation of deck

PARK CENTER

Tulsa, OK

Evaluation and load test of tee girder connections

PARK CENTRAL BUILDING PARKING GARAGE

Denver, CO

 Repair evaluation, design and structure repairs, and construction services

PARK CHEESMAN APARTMENTS PARKING GARAGE

Denver, CC

 Investigation of water infiltration problems an concrete damage and repair recommendations

PARK PLACE PARKING GARAGE

Chicago, IL

 Investigation and repair designs for a two-story, post-tensioned concrete parking structure

PERRY STREET PARKING GARAGE

Blacksburg, VA

Hokie stone distress investigation

PFISTER HOTEL

Milwaukee, WI

 Condition investigation and structural evaluation of hotel parking structure



Parking Structure Projects

PITTSBURGH AIRPORT GARAGE

Pittsburgh, PA

■ Investigation of low strength of newly placed concrete

PHOENICIAN RESORT

Phoenix, AZ

Concrete and construction problems investigation

PIERRE LACLEDE CENTER GARAGES

Clayton, MO

 Construction observation and administration; repair of parking garage upper level

PLAZA EAST PARKING STRUCTURE

Milwaukee, WI

Development of repair plans and specifications

PLAZA GARAGE PARKING STRUCTURE

Olympia, WA

Condition survey of deteriorated concrete

PRESIDENTS PLAZA PARKING GARAGE

Chicago, IL

 Investigation, repair recommendations, and construction observation for three different parking structures

PRUDENTIAL PLAZA

Chicago, IL

 Prepared specifications and inspected the installation of a waterproofing membrane

PURDUE UNIVERSITY

West Lafayette, IN

 Bidding and construction services; seismic resistance evaluation of a six-story precast/prestressed concrete parking structure

QUORUM NORTH PARKING DECK

Dallas, TX

Parking deck investigation and repair

RENAISSANCE CLEVELAND PARKING GARAGE

Cleveland, OH

- Repair investigation and litigation consulting
- Parapet impact damage repairs

REPUBLIC CENTER PARKING GARAGE

Chattanooga, TN

■ Water leakage investigation and structural repairs

REPUBLIC PLAZA

Denver, CO

Repair designs for parking garage

RESEARCH ON PREDICTING VOLUME CHANGE MOVEMENTS AND FORCES IN BUILDINGS

Chicago, IL

RESORT QUEST WAIKIKI BEACH HOTEL

Honolulu, HI

Repairs and construction

SAN TROPAI CONDOMINIUM GARAGE

Palatine, IL

- Observation of garage repairs
- Preparation of repair specifications

SANDBURG VILLAGE

Chicago, IL

 Development bracing techniques and procedures for contract to replace parking garage floor slab

SEARCH PLAZA PARKING GARAGE

Dallas, TX

Petrographic examination of spalled off joist samples

SENATE UNDERGROUND GARAGE

Washington, D.C.

Renovations and landscape restoration

SENTRY INSURANCE

Stevens Point, WI

 Investigation and repair designs for a four-story, 1,700 vehicle reinforced concrete parking structure

SHAKER TOWER CONDOMINIUM PARKING GARAGE

Cleveland, OH

Preparation of documents for repairs

SHERATON HOTEL

Cancun, Mexico

Condition survey of corrosion distress

SHORELINE TOWERS PARKING GARAGE

Chicago, IL

Litigation consulting

SILVER SPRING TRANSIT CENTER

Washington, D.C.

Concrete and post-tensioning assessment

SKY HARBOR AIRPORT CAR RENTAL GARAGE

Phoenix, AZ

Investigation of collapse





Parking Structure Projects

SOVEREIGN PARKING GARAGE

New York, NY

Investigation, repair design, and CPS

ST. FRANCIS HOSPITAL PARKING GARAGE

Evanston, IL

 Investigation of parking garage; engineering services for trial repairs and testing

ST. JOSEPH'S HOSPITAL PARKING GARAGE

Chicago, IL

■ Investigation and repair designs for a six-story parking garage

ST. LUKE'S HOSPITAL

Davenport, IA

■ Investigation of silica fume concrete

ST. VINCENT INDIANAPOLIS HOSPITAL

Indianapolis, IN

 Evaluation of beam collapse in parking garage and overall condition assessment of the structure

STATESMAN CONDOMINIUM

Chicago, IL

 Investigation and repair designs for a sixty-five vehicle parking structure

STONEBRIAR CENTRE PARKING GARAGE

Frisco, TX

Engineering consultation and documentation services

SOUTHFIELD TOWN CENTER PARKING STRUCTURE

Southfield, MI

Condition survey

SUNTRUST BANK PARKING STRUCTURE

Macon, GA

- Evaluation and repair
- Preparation of bid documents and construction observation

THOMAS TRADE CENTER

Honolulu, HI

 Development of drawings and specifications to waterproof parking deck

TRENTON FEDERAL COURTHOUSE

Trenton, NJ

Investigation of cracking in parking garage slabs

TROPICANA PARKING GARAGE

Atlantic City, NJ

Major load test of parking structure

TOWER CONDOMINIUMS

Tuckahoe, NY

Evaluation of parking garage beam

TOWER PLACE GARAGE

Cincinnati. OH

 Condition assessment; preparation of contract documents for repairs; construction observation

TOWNSITE PARKING GARAGE

Cincinnati, OH

 Condition assessment; preparation of contract documents for repairs; construction observation

TROPICANA PARKING GARAGE

Atlantic City, NJ

■ Materials testing and litigation consulting

TWO BALA PLAZA

Bala Cynwyd, PA

 Investigation, expansion joint repair design, and construction observation for an approximately 500,000 square foot parking structure

UNION STATION

Chicago, IL

Sidewalk beam framing inspection

UNIVERSAL NORTH GARAGE

Washington, D.C.

- Preparation of repair documents and construction period services
- Design column repair and shoring

UNIVERSITY OF MASSACHUSETTS

Amherst, MA

Investigation of collapse of concrete wall panels from garage

UNIVERSITY OF NORTH CAROLINA

Charlotte, NC

Spalled concrete investigation

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

Dallas, TX

 Repair design for immediate priority items for five parking garages

UST PARKING GARAGE

Greenwich, CT

- Investigation, repair design, and CPS
- Saved \$1,000,000 compared to other engineer's design





Parking Structure Projects

WAIKIKI GALLERIA TOWER

Honolulu, HI

■ Repairs to concrete parking structure

WASHINGTON STATE UNIVERSITY PARKING GARAGES

Pullman, WA

Condition assessment

WASHINGTON UNIVERSITY IN ST. LOUIS

Clayton, MO

- Engineering assistance with garage repairs
- Construction period services for Danforth, Millbrook, and Shepley parking garage repairs

WEYBURN AT TIVERTON AVENUE PARKING DECK

Los Angeles, CA

Construction documents for repair and construction phase services

WHEATON MALL PARKING GARAGE

Wheaton, MD

- Structural problem investigation
- Advisement on repairs proposed by others

WEXFORD TERRACE PARKING GARAGE

Queens, NY

- Failed repairs investigation
- Restoration recommendations

WILLOUGHBY GARAGE REPAIRS

Chevy Chase, MD

- Design study and contract document development
- Construction period services during ongoing repairs

WINTON PLACE CONDOMINIUMS

Cleveland, OH

Parking garage condition assessment

WESTIN LA PALOMA RESORT

Tucson, AZ

Cause of damage assessment and repair recommendation

WESTMOUNT PLACE

Phoenix, AZ

■ Garage substructure investigation

WHITE PLAINS PARKING GARAGE

White Plains, NY

■ Garage assessment and repair design

WILLOW PARK CONDO PARKING GARAGES

Queens, NY

■ Failure of repairs investigation

WINSTON TOWERS PARKING GARAGE

Chicago, IL

Repair specifications and construction observation

YALE UNIVERSITY

New Haven, CT

Parking garage condition assessment





Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

APPENDIX C. PERSONNEL QUALIFICATIONS

WJE

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 Compliance Review
- Construction Observation
- Damage Assessment and Documentation
- Litigation Consulting
- Testing and Instrumentation
- Repair and Rehabilitation Design
- Structural Evaluation

REGISTRATIONS

Professional Engineer in MI

PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction (AISC)
- Detroit Area Construction Association (DACA)

CONTACT

mlewis@wje.com 248.593.0900 www.wje.com

EXPERIENCE

Matthew Lewis is experienced in the investigation of historic buildings, parking structures, stadiums, municipal structures and smokestacks, as well as retail, office and residential buildings. His projects involve field investigation, structural analysis, nondestructive testing and instrumentation, structural damage and failure assessment, preparation of construction documents and drawings, and building code investigation. Mr. Lewis also has experience as a Level 1 infrared thermographer through the Infrared Training Center (ITC) and is a Level 1 member of WJE's difficult access team.

As a graduate student at Michigan Technological University, Mr. Lewis performed research 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

Construction Observation

- 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

Damage Assessment and Documentation

- 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

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

Testing and Instrumentation

- Comerica 411 Building Detroit, MI: Use of ground penetrating radar to locate posttensioned tendons during repair and renovation construction
- M-25 Bridge Replacement Caseville, MI: Condition surveys and construction vibration monitoring for historic buildings

Structural Evaluation

- Arkansas Public Schools Little Rock and Morrilton: Field inspection of fire-retardanttreated truss structures
- Major Retail Store Chain Various Locations Nationwide: Field inspection, structural analysis, repair recommendations, and design for large metal-frame buildings





Mark R. Krueger | Principal



EDUCATION

- Michigan Technological University
 - Bachelor of Science, Civil Engineering, 1984
- Princeton University
 - Master of Science, Engineering, 1986

PRACTICE AREAS

- Damage Assessment
- Failure Investigation
- Materials Evaluation
- Repair and Rehabilitation Design
- Structural Evaluation
- Testing and Instrumentation
- Wood Testing and Analysis

REGISTRATIONS

 Professional Engineer in MI and NJ

PROFESSIONAL AFFILIATIONS

- American Concrete Institute
- Building Owners and Managers Association
- International Facility Managers Association
- Structural Engineers Association of Michigan

CONTACT

mkrueger@wje.com 248.593.0900 www.wje.com

EXPERIENCE

Since joining WJE in 1986, Mark Krueger has gained extensive experience in field and analytic assessment of new and historic structures. His experience extends to peer review of design documents; prepurchase surveys; repair design and construction period services for parking structures and precast concrete facades; monitoring of climate, construction activity, and structural response; analysis, inspection, and load testing of wood trusses; and assessment of construction materials. He has particular experience in the assessment of the damage or collapse of steel, wood, and masonry structures and their damage from settlement, wind, explosion, earthquake, snow, vibration, tornado, impact, fire, water, and nearby construction.

Mr. Krueger has served numerous times as an expert in strength loss of fire-retardant-treated wood and attic ventilation as well as structural engineering for precast concrete, pre-engineered metal buildings, and residential wood construction. He has also served as an expert in wood testing, building code issues, standard of care, construction contract administration, thermal and moisture effects in structures, construction materials issues, and underground piping failures.

REPRESENTATIVE PROJECTS

Damage Assessment

- Family Dollar LA and MS: Katrina storm and flood damage in multiple stores
- Detroit Music Hall Detroit, MI: Assessment of damage from utility explosion

Failure Investigation

- Twelve Oaks Mall Novi, MI: Floor tile bond failure repair
- Flushing High School Flushing, MI: Fatal masonry wall collapse
- Alpinist Building Walker, MI: Failure of underground fire service main and related damage

Materials Evaluation

- Heritage in the Hills Auburn Hills, MI: Deterioration of concrete driveways and sidewalks
- NMU Utility Vaults Marquette, MI:
 Deterioration of underground concrete vaults

Repair and Rehabilitation Design

- North Hall Ann Arbor, MI: Assessment and repair design for settlement distress of historic masonry
- Conner Creek CSO Detroit, MI:
 Assessment, repair design, and construction period services for underground concrete
 CSO conveyance structures
- Trillium Parking Deck Northridge, CA: Assessment and design of earthquake damage repairs

Testing and Instrumentation

- Javits Convention Center New York, NY:
 Monitoring of structural response with computerized system of electronic sensors
- MDOT Bridge Repairs Multiple Locations in MI: Monitoring of construction vibrations

Wood Testing and Analysis

- Whiting Healthcare Whiting, NJ:
 Assessment of strength and temperature of fire-retardant-treated (FRT) wood roof framing
- Cummings Equine Center Haslett, MI: Inspection and analysis of cause of wood roof truss collapse

TECHNICAL COMMITTEES

- BOMA Education Committee
- SEAMi past president and Code Committee chair
- 2009 Michigan Building Code Review Committee





Owjan A. Hashtroodi | Associate II



EDUCATION

- Isfahan University of Technology
 - Bachelor of Science,
 Civil Engineering, 2010
- University of Surrey
 - Master of Science, Structural Engineering, 2011
- University of Toledo
 - Master of Science,
 Civil Engineering, bridge engineering emphasis, 2014

PRACTICE AREAS

- Structural Design (New Construction)
- Repair and Rehabilitation Design
- Structural Evaluation
- Structural Analysis/Computer Applications
- Failure/Damage Investigations
- Concrete/Masonry Structures
- Steel Structures
- Wood/Heavy Timber Structures

REGISTRATIONS

■ Professional Engineer in MI

PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction (AISC)
- Structural Engineers Association of Michigan (SEAMi)

CONTACT

ohashtroodi@wje.com 248.594.0161 www.wje.com

EXPERIENCE

Since joining WJE in 2018, Owjan Hashtroodi has been involved with projects related to structural engineering and architecture. His typical responsibilities have included investigation, analysis and nondestructive testing of existing and damaged concrete, steel, wood, and masonry structures. Mr. Hashtroodi has also been responsible for the development of technical repair and rehabilitation documents, construction observations, drawings, and specifications.

Prior to joining WJE, Mr. Hashtroodi managed projects involving the design of new buildings with a wide variety of materials, including concrete, masonry, steel, wood, heavy timber, and cold-formed steel. He has provided a range of services from feasibility studies through construction administration tasks. Mr. Hashtroodi has provided consulting and design services for numerous building types, including residential, commercial, educational, industrial, mixed-use, mid-rise, vehicular, and pedestrian bridges.

REPRESENTATIVE PROJECTS

Structural Design (New Construction)

- Flint Cultural Center School Flint, MI: New 78,000-square-foot steel building with composite floor, DLH roof joists, and a combination of cantilevered columns and CMU shear wall lateral systems*
- Anderson Brothers Bank Myrtle Beach, SC: New one-story 4,500-square-foot building with a high center roof, a drive-through canopy, and decorative entrance canopy; steel building with roof joists and a combination of braced and moment frames in a region with high seismic and high wind speeds*
- Adrian College Boathouse Manitou Beach, MI: New 13,000-square-foot building with concrete basement walls, composite floor, exposed heavy timber trusses, and porch deck with cantilevering glulam wood beams*
- M1 Concourse, Building 13 Pontiac, MI: New 25,000-square-foot parking garage with slab on grade, full mezzanine level with car elevator cut-outs and an occupiable roof; structural system of the building consisted of steel columns with composite floor deck and steel-braced frames*

College Boulevard Bridge - Grants, NM: Design of a vehicular composite steel girder bridge (thirty-six feet wide by fifty-eight feet long with two six-foot-wide pedestrian sidewalks)*

Repair and Rehabilitation Design

- St. Clair Inn St. Clair, MI: Renovation and new addition to the historic inn, addition of three new two-story cottages, two wedding chapels, new rooftop balcony, removal of existing roof and addition of new third floor with hotel rooms, and new three-story banquet facility of mixed steel and wood structure supported by a deep foundation system, consisting of concrete grade beams and H-piles*
- Cadillac House Lexington, MI: Retrofit and renovation of the historic 1859 Cadillac House to its original exterior look, the renovation included the design of new roof cupola, porch, elevator, and staircase; reinforcement of existing floor and design of a new lateral system*
- Concrete Pedestrian Canopy Dearborn, MI: Assessment and preparation of repair construction documents and specifications for distressed concrete canopies

Structural Evaluation

- Second Sweet Home Church Detroit, MI: Field inspection, structural analysis, and nondestructive testing for assessment of glued-laminated wood arches
- Cabot Street Warehouse Detroit, MI: Field inspection, condition assessment, and structural analysis of elevated concrete platform, exterior mat foundation, and damaged steel columns due to impact loads
- Henry Ford Hospital Parking Structures -Detroit, MI: Field inspection and condition assessment to identify hazardous conditions; preparation of field notes to report findings

Failure/Damage Investigations

 General Broach Company - Morenci, MI: Investigation of cause of roof collapse and extent of damage; repair recommendations

*Indicates with previous firms





Andrew J. Lobbestael | Senior Associate



EDUCATION

- Lawrence Technological University
 - Bachelor of Science, Architecture, 2010
 - Bachelor of Science, Civil Engineering, 2010
 - Master of Civil Engineering, 2014

PRACTICE AREAS

- Repair and Rehabilitation Design
- Structural Evaluation
- Concrete Structures
- Failure/Damage Investigations
- Facade Inspections
- Water Leakage Assessment
- Testing and Instrumentation

REGISTRATIONS

■ Professional Engineer in MI

CONTACT

alobbestael@wje.com 248.593.0900 www.wje.com

EXPERIENCE

Since joining WJE in 2007, Andrew Lobbestael has been involved with numerous projects related to both structural engineering and architecture. His typical responsibilities have included the investigation and analysis of existing and damaged structures, nondestructive evaluation of concrete, development of repair and rehabilitation documents, and construction observations. He has performed a variety of structural analyses on steel, concrete, masonry, and wood.

Mr. Lobbestael has investigated several structural failures and has performed numerous water infiltration investigations. The water infiltration investigations have solved long-term water infiltration issues. Additionally, he has performed construction vibration monitoring and performed vibration-related damage assessments. Prior to joining WJE, Mr. Lobbestael performed construction materials testing.

REPRESENTATIVE PROJECTS

Repair and Rehabilitation Design

- 411 West Lafayette Detroit, MI:
 Waterproofing, post-tensioning, and traffic bearing membrane repairs (multiple years)
- Trotter House Ann Arbor, MI: Repair design and construction document development for masonry repairs, wood window restoration, and facade cleaning
- Arbor Circle Apartments Ypsilanti, MI: Assessment and repair design of wood framed balconies

Structural Evaluation

- Hoover Building Ann Arbor, MI: Condition assessments, analysis, and repair design of historic wood trusses for World War I-era factory building
- Karas House Catering Redford, MI: Bowstring truss failure investigation, analysis, and litigation support
- Materials Processing Warehouse -Riverview, MI: Roof collapse investigation, analysis, and litigation support
- Globe Building Detroit, MI: Structural analysis of existing wood framing for new mechanical equipment loading

Grayhaven Marina Village - Detroit, MI:
 Prepurchase condition survey of multiple
 wood framed residential structures

Concrete Structures

- JSP South Building Detroit MI: Condition assessment and design of repairs to 1940sera concrete frame building.
- Southfield Town Center Parking Structures -Southfield, MI: Condition assessment of multiple parking structures, repair design, and construction period inspections
- Beaumont Hospital Parking Structure -Grosse Pointe, MI: Construction period services during concrete and waterproofing repairs (multiple years)
- Pine Tower Bay City, MI: Assessment of precast concrete columns and estimate of remaining service life

Failure/Damage Investigations

- Williams Natatorium Bloomfield Hills, MI: Investigation and petrographic examination of deteriorated natural stone pool deck
- Best Textiles Warren, MI: Assessment of reported structural damage at multiple residences caused by natural gas explosion
- Carlyle Place Apartments Clinton
 Township, MI: Use of ground penetrating radar (GPR) to assess extent of voiding beneath slab from water main break
- Lake Local Schools Lake, OH: Assessment of structural damage at multiple buildings caused by tornado

Testing and Instrumentation

- GM Warren Technical Center Warren, MI: Instrumentation and testing of components of steel rod supported stair case to estimate in-situ tension
- Temple Beth El Bloomfield Hills, MI: Load-tested fall arrest anchorages
- 413 East Huron Ann Arbor, MI: Remote monitoring of construction vibrations using engineering seismographs

PROFESSIONAL AFFILIATIONS

- American Concrete Institute Greater Michigan Chapter
- International Concrete Repair Institute,
 Michigan Chapter president





Tracy R. Naso | Associate Principal



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
- Plazas and Terraces
- Failure/Damage Investigations
- Construction Troubleshooting
- Structural Analysis/Computer Applications

REGISTRATIONS

- Professional Engineer in HI, ND, and WI
- Structural Engineer in IL and NE

PROFESSIONAL AFFILIATIONS

- American Concrete Institute (ACI)
- Post-Tensioning Institute (PTI)
- Structural Engineers Association of Illinois (SEAOI)

TECHNICAL COMMITTEES

- PTI DC-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 reinforced concrete structures, including conventional, post-tensioned, prestressed, and antiquated systems. Her experience includes a wide variety of structures, including tunnels, parking structures, plazas, stadiums, pools, and highrise towers. 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 structural repairs for the remediation and strengthening of new and existing structures, develops construction documents, and provides construction period observation and administration services for the implementation of repair designs.

REPRESENTATIVE PROJECTS

Repair and Rehabilitation Design

- 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 sixtyfour-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
- Northwestern University Utility Tunnels -Evanston, IL: Condition assessment and restoration program for one-hundred year old tunnel system

Concrete Structures

- International Airport FL: Condition assessment and repair of elevated concrete guideway for Automated People Mover system
- University of Nebraska, Memorial Stadium -Lincoln, NE: Condition assessment and repair for ongoing stadium rehabilitation work

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 posttensioned concrete parking structure, modification of structure for new exit, and comprehensive review of wayfinding system
- Intrust Bank Parking Garage Wichita, KS: Condition assessment and repair of posttensioned concrete parking structure

Plazas and Terraces

 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 member in three-year old building
- Grocery Store Roof Collapse Brookfield,
 WI: Investigation of collapse and repair of steel truss roof
- Fire Damage to Commercial and Residential Buildings - Various Structures in WI and IL: Evaluation of damage caused by fire to unreinforced masonry structures and woodframed residential structures

CONTACT

tnaso@wje.com 847.272.7400 www.wje.com





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 ultrahigh 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





Derek R. Hibner | Associate III



EDUCATION

- Alpena Community College
 - Associate of Applied Science, Concrete Technology, 2009
- Michigan State University
 - Bachelor of Science, Civil Engineering, 2016
 - Master of Science, Structural Engineering, 2017

PRACTICE AREAS

- Damage Assessment
- Failure Investigation
- Materials Evaluation
- Repair, Retrofit, and Rehabilitation Design
- Structural Evaluation
- Testing and Instrumentation

REGISTRATIONS

Professional Engineer in Michigan

PROFESSIONAL AFFILIATIONS

- American Concrete Institute
- American Society of Civil Engineers
- ASTM International
- International Facilities
 Management Association of
 Michigan
- Structural Engineers Association of Michigan

TECHNICAL COMMITTEES

- ASTM C09.64 Concrete and Concrete Aggregates: Nondestructive and In-Place Testing
- ASTM C09.97 Concrete and Concrete Aggregates: Manual of Testing

EXPERIENCE

Since joining WJE in 2017, Derek Hibner has been involved with numerous projects relating to both structural engineering and architecture. His experience extends to peer review of design documents, design and construction period services for repair projects, field investigation, structural analysis, nondestructive testing and instrumentation, and structural damage/failure assessments.

As a graduate student at Michigan State University, Mr. Hibner performed research on the residual axial capacity of fire exposed reinforced concrete columns. The results of his research have led to a better understanding of how much axial capacity a concrete column retains after being exposed to realistic fires.

Prior to graduate school, Mr. Hibner was employed at a construction consulting company where he was responsible for performing a wide variety of construction materials testing and field inspection tasks, including compaction testing of backfilled soils, asphalt testing, concrete testing, structural steel inspection, fireproofing inspection, floor flatness/levelness testing, deep foundation installation inspection, and geotechnical engineering investigation.

REPRESENTATIVE PROJECTS

Damage Assessment

- Les Stanford Chevrolet Dearborn, MI: Assessment of extent of fire damage and recommendations for removal of damaged steel members
- Green Hills Apartments Midland, MI: Assessment of extent of fire and water damage and assessment of code provisions applicable to the repair
- Hurricane Harvey Related Water Damage

 Houston, TX: Water infiltration testing
 and condition surveys to assess the type
 and extent of damage
- Meridian Magnesium Eaton Rapids, MI: Assessment of extent of fire and explosion damage; design of structural steel and concrete repairs

Failure Investigation

 Battle Creek City Hall - Battle Creek, MI: Investigation and repair recommendations for historic terra cotta cladding failure Holiday Inn Express & Suites - Southgate, MI: Investigation of cause of break in fire suppression line

Materials Evaluation

 Michigan State University, Super-Conducting Radio Frequency High Bay -East Lansing, MI: Geotechnical investigation for foundation design; deep foundation installation inspection*

Repair, Retrofit, and Rehabilitation Design

- Marquette Building Banner Attachment Design - Detroit, MI: Anchor system design for multistory exterior banner attachment to building facade
- Dix Dam Bridge Repairs Lancaster, KY: Construction period monitoring of concrete repairs

Structural Evaluation

- 211 E. Grand River Peer Review East Lansing, MI: Review of bracing design documents for existing wall provided by engineer of record
- Grand Circus Parking Garage Detroit, MI: Concrete condition assessment and repair design
- Cass Avenue Parking Garage Detroit, MI: Concrete condition assessment and repair design

Testing and Instrumentation

- REO Town Power Plant Lansing, MI:
 Mass concrete temperature sensor
 installation and monitoring, structural
 steel inspection, and construction
 materials testing*
- Michigan State University, Eli and Edythe Broad Art Museum - East Lansing, MI: Concrete materials testing of selfconsolidating concrete; structural steel inspection*
- Advance Building Parking Structure -Southfield, MI: Use of ground penetrating radar technology to locate prestressing tendons in precast concrete members

*Indicates projects with other firms

CONTACT

dhibner@wje.com 248.594.0154 www.wje.com





Justin D. Barden | Associate I



EDUCATION

- University of Michigan
 - Bachelor of Science, Civil Engineering, 2018
 - Master of Science, Civil Engineering, 2019

PRACTICE AREAS

- Parking Structures
- Failure Investigation
- Structural Evaluation
- Structural Analysis
- Repair and Rehabilitation Design
- Facade Assessment

CONTACT

jbarden@wje.com 248-593-0900 www.wje.com

EXPERIENCE

Justin Barden has been involved in many projects relating to structural engineering. He has been involved in field investigations, structural analyses, structural damage and failure assessment, and the preparation of construction documents and drawings.

Mr. Barden has performed investigations, developed repair designs, and performed construction observations of concrete, steel, and wood structures. Additionally, at previous firms, he was involved in many concrete structure projects, especially parking structures.

REPRESENTATIVE PROJECTS

Parking Structures

- 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 pre-stressed, double-tee
 beam structure with corrosion related
 distress
- NOW Parking Structure Birmingham, MI: Condition assessment of parking structure and development of emergency facade stabilization
- Schlumberger Houston, TX: Emergency assessment of structurally deficient parking structure*
- University of Michigan Ann Arbor, MI:
 Water infiltration assessment and repair design of Simpson Parking Structure*
- Mott Community College Flint, MI: Construction observations for repairs to a button headed tendon large post-tension parking structure*
- Multiple Parking Structures at Wayne County Airport - Romulus, MI: Routine inspections and construction observations*

Failure Investigation

- Multiple Schools and Apartment Buildings -Dayton, OH: Failure and damage investigation of tornado damaged buildings
- School Grand Rapids, MI: Investigation and development of structural framing repairs after partial building collapse

Structural Evaluation

- University of Michigan Ann Arbor, MI: Assessment of wood roof trusses
- Historic Building Belle Isle, MI: Evaluation and analyses of wood structural framing
- Apartment Complex Detroit, MI: Assessment of wood-framed, cantilevered balconies
- Mixed-Use Complex Houston, TX: Litigation support and structural failure investigation of a post-tensioned podium mixed-use building*

Structural Analysis

- Edsel and Eleanor Ford House Grosse Pointe Shores, MI: Analyses of reinforced concrete, cantilevered retaining wall
- Battle Creek City Hall Battle Creek, MI:
 Terra Cotta facade connection analyses
- Great Lakes Water Authority Detroit, MI: Structural analyses and design of facility addition

Repair and Rehabilitation Design

- Missouri United Methodist Church Detroit,
 MI: Repair design for concrete structural members
- Hunter's Ridge Apartments- Farmington Hills, MI: Design of reinforcement repairs at burned wood truss members

Facade Assessment

- Restaurant- Dayton, OH: assessment of tornado damaged facade and roof
- 789 E Eisenhower Building Ann Arbor, MI: water intrusion investigation of below-grade parking facility

*Indicates with previous firms





Parking Garage Structural Assessment Program

RFP for Professional Engineering Evaluation Services

APPENDIX D. PROPOSED FEE BREAKDOWN BY PARKING GARAGE



Table D1. North Old Woodward Street - Proposed Fee Breakdown

Task	Performed By	Fee
Task 0: Preliminary Condition Assessment	WJE	\$9,400
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$16,670 ^a \$18,870 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a \$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$12,600
Task 4: Site work		\$3,350
Task 5: Material testing	WJE	\$7,400
Task 6: Report		\$8,400

Total^a: **\$71,520**Total^b: **\$80,220**

- a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.
- b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.

Table D2. Pierce Street - Proposed Fee Breakdown

Task	Performed By	Fee
Task 0: Preliminary Condition Assessment	WJE	\$0
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$16,670a
		\$18,870 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a
		\$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$9,750
Task 4: Site work		\$3,350
Task 5: Material testing	WJE	\$7,400
Task 6: Report		\$8,400

Total^a: \$59,270 Total^b: \$67,970

- a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.
- b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.

Table D3. Park Street - Proposed Fee Breakdown

Task Performed By		Fee
Task 0: Preliminary Condition Assessment	WJE	\$9,400
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$16,670 ^a \$18,870 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a \$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$10,400
Task 4: Site work		\$3,350
Task 5: Material testing	WJE	\$7,400
Task 6: Report		\$8,400

Total^a: **\$69,320** Total^b: **\$78,020**

a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.

b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.



Table D4. Peabody Street - Proposed Fee Breakdown

Task	Performed By	Fee
Task 0: Preliminary Condition Assessment	WJE	\$12,400
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$14,150a
		\$15,800 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a
		\$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$13,400
Task 4: Site work		\$3,400
Task 5: Material testing	WJE	\$9,900
Task 6: Report		\$8,400

Total^a: \$75,350 Total^b: \$83,500

Table D5. Chester Street - Proposed Fee Breakdown

Task	Performed By	Fee
Task 0: Preliminary Condition Assessment	WJE	\$9,400
Task 1: Floor laser survey	TruePoint Laser Scanning, LLC	\$16,670 ^a \$18,870 ^b
Task 2: Drainage System Clean Out and Video Inspection	Plumber's Service Inc.	\$13,700 ^a \$20,200 ^b
Task 3: Structural Analyses	WJE + PCES, LLC	\$12,600
Task 4: Site work		\$3,400
Task 5: Material testing	WJE	\$9,900
Task 6: Report		\$8,400

Total^a: **\$74,070** Total^b: **\$82,770**

a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.

b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.

a. The estimated fee assumes work will be performed during standard hours, Monday through Friday, 8:00 am to 5:00 pm.

b. The estimated fee assumes work will be performed after standard hours, Monday through Friday, 5:00 pm to 10:00 pm and Saturday or Sunday 8:00 am to 5:00 pm.

ADDENDUM: PLEASE READ HIGHLIGHTED SECTIONS ON PAGES 1, 3, 9, and 20 Pages 1 and 3: SUBMISSION DATE DEADLINE EXTENDED TO 9/27/2019 at 4 PM Page 9: ADDITIONAL TASK ADDED TO SCOPE OF WORK FOR PRELIMINARY CONDITION ASSESSMENT AT N.O.W. PEABODY, PARK ST, AND CHESTER Page 20: COST PROPOSAL WORKSHEET UPDATED TO MORE CLOSELY REFLECT SCOPE OF WORK.

This addendum does not contain the original drawings of the garages that were provided previously.



REQUEST FOR PROPOSALS PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

Sealed proposals endorsed <u>"PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM"</u>, will be received at Birmingham City Hall, ATTN: Tiffany J. Gunter, 151 Martin Street, Birmingham, Michigan, 48009; until <u>Friday, September 27, 2019 at 4:00 PM EST</u> after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms and/or contractors for conducting parking garage structural assessments of the five parking garages in Downtown Birmingham ranging in age from 34-53 years of age. 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 Intergovernmental Trade Network at http://www.mitn.info or at Birmingham City Hall, 151 Martin Street, Birmingham, Michigan. ATTENTION: City of Birmingham, Assistant City Manager, Tiffany J. Gunter.

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

Submitted to MITN: Friday, September 6, 2019

Deadline for Submissions: Friday, September 27, 2019 at 4:00 PM

Contact Person: Assistant City Manager, Tiffany J. Gunter

151 Martin Street

Birmingham, MI 48009 Phone: 248-530-1827

Email: tgunter@bhamgov.org



REQUEST FOR PROPOSALS PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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

The City is accepting sealed bid proposals from qualified professional firms and/or contractors for conducting parking garage structural assessments of the five parking garages in Downtown Birmingham ranging in age from 34-53 years of age. This work must be performed as specified, in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated that the selection of a Contractor will be completed by Monday, October 28, 2019. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the date specified by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from contractors presenting their qualifications, capabilities and costs to provide professional engineering evaluation services.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than <u>Friday, September 27, 2019 at 4:00 PM</u> to:

City of Birmingham ATTN: City Clerk's Office 151 Martin Street Birmingham, Michigan 48009

One (1) original and two (2) copies of the proposal shall be submitted. *Also, include a digital copy of the RFP on a thumb drive in the packet.* The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "PARKING GARAGE – STRUCTURAL ASSESSMENT PROGRAM". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the contractor. Contractor 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.
- Any request for clarification of this RFP shall be made <u>via the Michigan</u>
 <u>Intergovernmental Trade Network (MITN) no later than Monday, September 16,</u>
 <u>2019</u>. Such request for clarification shall be answered via MITN, in writing, <u>no</u> later than 5 days prior to the deadline for submissions.
- 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 to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
- 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.

EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated and ranked. The City of Birmingham reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest value to the City, including but not limited to:

- 1. Responsiveness to Objectives/Methodology The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
- 2. Experience and Qualifications The firm must have personnel who have experience with the professional engineering services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of <u>ONLY</u> the personnel who will be assigned to the City's project.
- Capacity Enumeration of the firm's capability to accomplish projects with its
 present work force. Firms should clearly identify all disciplines available within
 the firm and those that will be subcontracted to others. List the subcontracted
 firms that will be involved in the project. Provide for each firm the scope of
 responsibility.
- 4. <u>Comparable Projects</u> Provide a list of five comparable projects/services that have been successfully completed by your firm within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project.
- 5. <u>Cost</u> The City will select the proposal that provides the best value for the services being requested .

TERMS AND CONDITIONS:

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

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

- 1. Complete and sign all forms requested within this RFP.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (– only if selected by the City).
- 2. Provide a description of completed projects (preferably projects working with similar parking infrastructure with respect to size and age) and other businesses

that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

- 3. Provide a written plan detailing the plan for executing the tasks as set forth in the Scope of Work.
- 4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City.
- 5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
- 6. Provide a list of sub-contractors and their qualifications, if applicable.
- 7. Provide three (3) client references from past projects, include current phone numbers.
- 8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY'S RESPONSIBILITY

- 1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts.
- 2. The City will be accessible to the Contractor during regular business hours as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to 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 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, City 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 reference 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 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.

SCOPE OF WORK

The City of Birmingham is seeking qualified firm(s) to conduct parking garage structural assessments of the five parking garages in Downtown Birmingham ranging in age from 34-53 years of age. The original floor plans for each garage and more recent visual assessments that have been completed for Pierce Street and N. Old Woodward are included as Attachments E, F, and G. Preliminary condition assessments are needed for the N. Old Woodward, Park Street, Peabody, and Chester garages. The following scope of work is written to support the most intense structural assessment we believe may be needed at any one of the garages. The preliminary conditions report recommendations and justifications with respect to subsequent tasks outlined in the scope will determine if these line items will be necessary. The City wishes to have these costs determined at the outset to ensure a seamless process moving forward once the assessment process begins.

Consistent with our on-going effort to ensure the highest level of safety and integrity of our existing parking structures, the City is seeking professional engineering services to conduct structural assessments at each site over the next year and develop a sound capital improvement program that will protect and enhance the longevity of our aging infrastructure. This program is consistent with the recommendations in the Parking Strategies report to assess infrastructure needs both now and in the future. The following table represents the age and capacity of each of the parking decks located in downtown Birmingham.

Garage	Year Built (Age)	Capacity
N. Old Woodward	1966 (53)	589
Pierce Street	1968 (51)	706
Park Street	1974 (45)	811
Peabody	1984 (35)	437
Chester	1988 (31)	880

Task 0: Preliminary Condition Assessment

Conduct preliminary condition assessments at N. Old Woodward, Park Street, Peabody, and Chester garages to develop recommendation and justifications for the subsequent tasks that may or may not be needed.

Task 1: Floor laser survey

Conduct a topographical survey of all elevated floors and ramps using three-dimensional laser scanning to plot contour maps of the top surface, bottom surface and thickness of the elevated floors along the expansion joints.

Task 2: Drainage system clean-out and video inspection

The drainage system under the first floor level will need to be cleaned out (if possible) in order to do a video inspection to observe their condition and make recommendations for improved drainage within each garage.

Task 3: Structural Analyses

A. Develop a three-dimensional finite element model (FEM) of the parking structure.

All elevated floors and ramps will be included in the model using the measured thickness provided from the laser topography survey in Task 1. This analysis is to calculate deflections of the floors due to dead load (floor self-weight) and design live loads.

- B. Based on results of the FEM analysis and laser topography survey, identify several critical regions that have severe deflection and/or highest loading demands for additional ground penetrating radar (GPR) scanning survey and inspection openings. Identify locations to extract concrete samples for testing.
- C. Calculate the load carrying capacity of the identified critical regions using as-built measurements from the additional GPR scanning survey and the inspection openings. Measured concrete compressive strength should be used in the calculation. Finally, determine if those critical floor regions have sufficient capacity to support the required design loads specified by the 2015 Michigan Building Code.

Task 4: Site work

A. Conduct additional GPR scanning at the identified critical regions from Task 3A. The GPR scanning results will be used to inspect the location and depth of reinforcing bars and to identify locations for inspection openings.

Task 5: Material testing

Test concrete samples to estimate the cement-to-aggregate ratio (cement content) and water-to- cement ratio, and to measure the compressive strength.

Task 6: Report

Prepare a written report summarizing your findings from each task and your conclusion on whether the observed differential deflections, varying floor thicknesses and depth of reinforcing are concerns that need to be addressed immediately and provide a prioritized list of repair recommendations for structural and other observed conditions. The report will also provide a preliminary repair cost estimate to facilitate the City in developing the capital improvement program for the parking garages over the next five years and recommended cycle for repair and rehabilitation as an on-going program.



ATTACHMENT A - AGREEMENT PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

							, 201 called "the City"),		
principal	municipal	office	at	[`] 151	Martin	Street	, Birmingham,	MI,	and
(hereinaf	ter called "Co	ontractor")	, pr	ovides	as follows:				

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to serve as the City's qualified professional firm and/or contractors for conducting parking garage structural assessments of the five parking garages in Downtown Birmingham ranging in age from 31-53 years of age and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform the role of Owner's Representative.

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

- 1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform structural assessments of the five parking garages to facilitate the development of a comprehensive repair and rehabilitation program of parking infrastructure for the City. The Contractor's cost proposal dated shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto.
- 2. The Contractor's Proposal shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding on the parties hereto. In the event there is a conflict between the Proposal and this Agreement, this Agreement shall control.

3.	The term of this	Agreement shall commence on	for a period of
	expiring	If changes to the existing terms	s are sought, an amendment to
	the Agreement m	nust be prepared and signed before an	y changes are effective.

- 4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the City terminates the Agreement under this paragraph, Contractor will be compensated for any work already performed up to the date of termination. However, Contractor shall not perform any new work or incur new costs after the City's notice of termination unless specifically authorized by the City.
- 5. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$_____ as set forth in the Contractor's _____ cost proposal. Contractor shall submit monthly invoices in accordance with the schedule of values attached to and incorporated in this Agreement. City will be required to make payments of undisputed amounts against such monthly payment invoices within thirty (30) days of receipt of such invoices.
- 6. In the event City requests services from the Contractor that are outside the scope of this Agreement ("Additional Services"), the Contractor shall provide a written proposal to the City indicating any additional time or additional cost required to perform such Additional Services. Only upon City's issuance of it written approval of such additional time/cost, if any, the Contractor may commence Additional Services.
- 7. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
- 8. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement. The Contractor shall provide a list of personnel assigned to this Project at the commencement of its services. No change in personnel may be made by the Contractor without obtaining a prior written approval of the City.
- 9. 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 of Birmingham ("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 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.
- 10. 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.
- 11. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
- 12. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
- 13. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
- 14. The Contractor agrees that neither it nor its sub-Contractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
- 15. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City.
- 16. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

<u>For Non-Sole Proprietorships</u>: 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.

<u>For Sole Proprietorships</u>: 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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. <u>Additional Insured</u>: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *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. <u>Professional Liability</u>: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. <u>Pollution Liability Insurance</u>: 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.
- G. 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.

- H. <u>Cancellation Notice</u>: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. <u>Proof of Insurance Coverage</u>: 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:
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance:
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance:
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. <u>Maintaining Insurance</u>: 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.
- 17. 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 elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham 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 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 others working on behalf of the City.

- 18. 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.
- 19. 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.
- 20. All notices required to be sent pursuant to this Agreement shall be mailed to the following address:

City of Birmingham Attn: Assistant City Manager 151 Martin Street Birmingham, MI 48009

- 21. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.
- 22. <u>FAIR PROCUREMENT OPPORTUNITY:</u> Procurement for the City will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City.

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

WITNESSES:	CONTRACTOR			
	Ву:			
	Its:			
	CITY OF BIRMINGHAM			
	Ву:			
	Its: Mayor			
	Ву:			
	J. Cherilynn Mynsberge Its: City Clerk			
Approved:				
Tiffany J. Gunter, Assistant City Manager (Approved as to substance)	Mark Gerber, Director of Finance (Approved as to financial obligation)			
Timothy J. Currier, City Attorney (Approved as to form)	Joseph A. Valentine, City Manager (Approved as to substance)			



ATTACHMENT B - BIDDER'S AGREEMENT PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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	DATE
(Print Name)	
TITLE	
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
COMPANY	
ADDRESS	PHONE
NAME OF BARENT COMBANY	BUONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	



ATTACHMENT C - COST PROPOSAL PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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

COST PROPOSAL					
ITEM	BID AMOUNT				
Task 0: Preliminary Condition Assessment (N. Old	\$				
Task 1: Floor Laser Survey	\$				
Task 2: Drainage System Clean Out and Video Inspection	\$				
Task 3: Structural Analysis	\$				
Task 4: Site Work	\$				
Task 5: Material Testing	\$				
Task 6: Report	\$				
	\$				
TOTAL AMOUNT	\$				

Firm Name	
Authorized signature	Date



ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM

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	DATE
(Print Name)	
(
TITLE	
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
COMPANY	
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
TAXPAYER I.D.#	



ATTACHMENT E - ORIGINAL FLOOR PLANS ALL GARAGES



ATTACHMENT F - VISUAL OBSERVATION OF N. OLD WOODWARD GARAGE



ATTACHMENT G - PRELIMINARY ASSESSMENT OF PIERCE STREET GARAGE

City of Birmingham Parking Utilization Dashboard – August 2019

OCCUPANCY Parking Garages

Show Occupancy • by Daily Peak • for Aug 1, 2019 • Aug 31, 2019 • broken down by User Type • Compare to Last Year • Occupancy Graph • Total Contract Transient Aug 3, Aug 03 Aug 03 Aug 05 Aug 07 Aug 09 Aug 11 Aug 13 Aug 15 Aug 17 Aug 19 Aug 21 Aug 23 Aug 25 Aug 27 Aug 29 Aug 31

DURATION



Parking Meters



Birmingham Parking System Transient & Free Parking Analysis Months of August 2018 & August 2019

August 2018

GARAGE	TOTAL CARS	FREE CARS	CA	SH REVENUE	% FREE
PEABODY	17,851	10,051	\$	28,386.02	56%
PARK	21,696	9,618	\$	49,665.02	44%
CHESTER	7,874	2,661	\$	49,817.03	34%
WOODWARD	13,536	6,227	\$	34,215.02	46%
PIERCE	27,771	13,586	\$	67,893.03	49%
TOTALS	88,728	42,143	\$	229,976.12	47%

August 2019

GARAGE	TOTAL CARS	FREE CARS	CAS	SH REVENUE	% FREE
PEABODY	19,996	11,256	\$	41,608.00	56%
PARK	22,708	9,614	\$	57,415.00	42%
CHESTER	6,758	2,896	\$	41,177.00	43%
WOODWARD	13,171	5,945	\$	40,971.00	45%
PIERCE	28,713	13,062	\$	77,805.00	45%

TOTALS	91.346	42,773	\$	258,976.00	47%
1017120	01,010	12,110	¥	200,010.00	17 /0

BREAKDOWN:	TOTAL CARS	+3%	
	FREE CARS	+1%	
	CASH REVENUE	+13%	

MONTHLY PARKING PERMIT REPORT

For the month of: August 2019 Date Compiled: September 11, 2019

	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6/\$210	Lot #6/\$150	South Side	Lot B	35001 Woodward	Lot 12	Total
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150	4070
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A	1726
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	150	2439
4. Monthly Permits Authorized	550	750	400	800	1140	150	40	8	30	50	225	4143
5. Permits - end of previous month	550	750	400	800	1140	150	40	8	22	50	223	4133
6. Permits - end of month	550	750	400	800	1140	150	40	8	25	50	225	4138
7. Permits - available at end of month	0	0	0	0	0	0	0	0	5	0	0	5
Permits issued in month includes permits effective 1st of month	0	7	0	2	4	0	0	0	0	0	0	13
9. Permits given up in month	0	7	0	2	4	0	0	0	0	0	0	13
10. Net Change	0	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month* **On List-Unique Individuals	1245	1426	1191	1576	1120	27	0	0	0	22	0	6607 3780
12. Added to list in month	11	8	6	11	4	0	0	0	0	0	0	40
13. Withdrawn from list in month (w/o permit)	0	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	109.8
15. Transient parker occupied	251	347	106	171	76	N/A	N/A	N/A	N/A	N/A	N/A	951
16. Monthly parker occupied	287	441	270	513	598	N/A	N/A	N/A	N/A	N/A	N/A	2109
17. Total parker occupied	538	788	376	684	674	N/A	N/A	N/A	N/A	N/A	N/A	3060
18. Total spaces available at 1pm on Wednesday 8/14	168	23	61	61	206	N/A	N/A	N/A	N/A	N/A	N/A	519
 "All Day" parkers paying 5 hrs. or more A:Weekday average. B:"Maximum day 	244 N/A*	247 N/A*	128 N/A*	153 N/A*	78 N/A*	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	850 0
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!

⁽¹⁾ Lot #6 does not have gate control, therefore no transient count available
(2) (Permits/Oversell Factor + Weekday Avg.) / Total Spaces

* Average Maximum day not available currently in Skidata

** Unique invididuals represent the actual number of unique people on the wait list regardless of how many structures they have requested.

CITY OF BIRMINGHAM - Combined Income Statement For Periods Indicated

	Month Ended	2 Month Ending	Month Ended
REVENUES:	August 31, 2019	August 31, 2019	August 31, 2018
Revenues - Monthly parking	215,466.00	394,254.00	190,467.00
Revenues - Cash Parking	258,976.00	544,035.60	229,976.12
Revenues - Card Fees	165.00	210.00	240.00
Revenue - Lot #6	39,673.00	44,783.00	22,182.41
TOTAL INCOME	514,280.00	983,282.60	442,865.53
EXPENSES:			
Salaries and Wages	64,320.33	127,900.52	65,833.23
Payroll Taxes	6,028.19	12,026.67	6,260.77
Workmens Comp Insurance	3,129.03	6,222.11	2,995.54
Group Insurance	20,493.44	40,882.31	19,310.68
Uniforms	0.00	0.00	440.47
Insurance	9,982.50	22,116.52	10,655.44
Utilities	1,022.80	2,067.02	925.81
Maintenance	4,829.57	9,292.67	14,036.72
Parking Tags/Tickets	364.94	364.94	
Accounting Fees	4,626.72	9,160.69	4,533.97
Office Supplies	473.66	738.38	472.20
Card Refund	0.00	0.00	
Operating Cost - Vehicles	469.70	909.29	713.18
Pass Cards	0.00	0.00	4,000.00
Employee Appreciation	0.00	0.00	
Credit Card Fees	13,206.87	27,761.02	9,661.32
Bank Service Charges	70.40	140.57	75.28
Miscellaneous Expense	397.72	692.44	392.79
Management Fee Charge	3,875.00	7,750.00	3,875.00
TOTAL EXPENSES	133,290.87	268,025.14	144,182.40
OPERATING PROFIT	380,989.13	715,257.46	298,683.13

CITY OF BIRMINGHAM PIERCE DECK

REVENUES:	Revenues - Monthly parking Revenues - Cash Parking Revenues - Card Fees		Month Ended August 31, 2019 33,662.00 77,805.00 60.00	2 Month Ending August 31, 2019 69,239.00 148,037.00 75.00	Month Ended August 31, 2018 35,765.00 67,893.03 15.00
	revenues Cara rees	TOTAL INCOME	111,527.00	217,351.00	103,673.03
EXPENSES:					
EIN EI (EES.	Salaries and Wages		11,159.31	22,368.68	12,152.81
	Payroll Taxes		1,036.30	2,083.87	1,120.48
	Workmens Comp Insurance		543.31	1,089.02	553.21
	Group Insurance		4,154.98	8,205.30	4,396.25
	Uniforms			´ -	80.20
	Insurance		1,797.00	3,594.00	1,992.68
	Utilities		367.36	743.58	353.81
	Maintenance		665.18	1,450.81	2,854.52
	Parking Tags/Tickets		72.98	72.98	
	Accounting Fees		899.37	1,798.74	899.37
	Office Supplies		94.73	147.66	94.44
	Card Refunds			-	
	Operating Cost - Vehicles		93.94	181.86	142.63
	Pass Cards			-	800.00
	Employee Appreciation			-	-
	Credit Card Fees		3,967.79	7,553.59	2,852.07
	Bank service charges		12.25	24.50	11.49
	Miscellaneous Expenses		41.99	55.62	32.23
	Management Fee Charge		775.00	1,550.00	775.00
		TOTAL EXPENSES	25,681.49	50,920.21	29,111.19
		OPERATING PROFIT	85,845.51	166,430.79	74,561.84

CITY OF BIRMINGHAM PEABODY DECK

REVENUES: Revenues - Monthly parking Revenues - Cash Parking Revenues - Card Fees TOTAL INCOME	Month Ended August 31, 2019 26,930.00 41,608.00	2 Month Ending August 31, 2019 55,596.00 86,329.60	Month Ended August 31, 2018 19,275.00 28,386.02 15.00 47,676.02
EXPENSES:			
Salaries and Wages	10,614.13	21,421.80	11,198.26
Payroll Taxes	984.33	1,993.32	1,029.50
Workmens Comp Insurance	516.93	1,043.20	510.00
Group Insurance	4,154.98	8,309.86	4,396.23
Uniforms		-	80.00
Insurance	1,624.50	2,758.80	1,520.17
Utilities	163.86	330.86	143.00
Maintenance	665.18	1,450.80	2,730.29
Parking Tags/Tickets	72.98	72.98	
Accounting Fees	809.19	1,618.38	809.19
Office Supplies	94.73	147.66	94.44
Card Refund		-	
Employee Appreciation		-	
Operating Cost - Vehicles	93.94	181.86	142.64
Pass Cards		-	800.00
Credit Card Fees	2121.86	4,405.19	1192.87
Bank service charges	12.25	24.50	11.49
Miscellaneous Expense	41.57	54.88	31.49
Management Fee Charge	775.00	1,550.00	775.00

TOTAL EXPENSES	22,745.43	45,364.09	25,464.57
OPERATING PROFIT	45,792.57	96,561.51	22,211.45

CITY OF BIRMINGHAM PARK DECK

REVENUES:	Revenues - Monthly parking Revenues - Cash Parking Revenues - Card Fees	TOTAL INCOME	Month Ended August 31, 2019 42,840.00 57,415.00 15.00	2 Month Ending August 31, 2019 91,691.00 130,521.00 15.00	Month Ended August 31, 2018 41,867.00 49,665.02 90.00
		TOTAL INCOME	100,270.00		91,022.02
EXPENSES:					
	Salaries and Wages		13,537.06	26,833.43	13,315.85
	Payroll Taxes		1,260.56	2,504.39	1,232.40
	Workmens Comp Insurance		658.37	1,305.06	605.86
	Group Insurance		3,938.78	7,877.46	3,502.65
	Uniforms			-	80.00
	Insurance		2,059.50	4,270.52	2,276.47
	Utilities		163.86	330.86	143.00
	Maintenance		1,485.18	2,570.80	2,675.89
	Parking Tags/Tickets		72.98	72.98	
	Accounting Fees		940.72	1,856.00	915.28
	Office Supplies		94.73	147.65	94.44
	Card Refund			-	
	Operating Cost - Vehicles		93.94	181.86	142.64

Pass Cards			-	800.00
Employee Appreciation			-	
Credit Card Fees		2,927.96	6,660.50	2,086.34
Bank service charges		12.25	24.50	11.49
Miscellaneous Expenses		43.85	86.48	45.72
Management Fee Charge		775.00	1,550.00	775.00
TC	OTAL EXPENSES	28,064.74	56,272.49	28,703.03
OF	PERATING PROFIT	72,205.26	165,954.51	62,918.99

CITY OF BIRMINGHAM CHESTER DECK

		Month Ended	2 Month Ending	Month Ended
REVENUES:		August 31, 2019	August 31, 2019	August 31, 2018
	Revenues - Monthly parking	45,229.00	67,093.00	46,545.00
	Revenues - Cash Parking	41,177.00	103,677.00	49,817.03
	Revenues - Card Fees		15.00	75.00
	TOTAL INCOME	86,406.00	170,785.00	96,437.03
EXPENSES:				
	Salaries and Wages	15,747.56	31,443.13	15,887.85
	Payroll Taxes	1,512.85	3,036.14	1,649.83
	Workmens Comp Insurance	765.34	1,528.13	722.29
	Group Insurance	4,306.58	8,613.06	3,513.46
	Uniforms		-	120.27
	Insurance	2,232.00	4,464.00	2,450.00
	Utilities	163.86	330.86	143.00

Maintenance	1,288.82	2,174.45	3,100.11
Parking Tags/Tickets	72.98	72.98	
Accounting Fees	1,038.83	2,023.07	984.24
Office Supplies	94.73	147.65	94.44
Card Refund		-	
Operating Cost - Vehicles	93.94	181.86	142.64
Pass Cards		-	800.00
Employee Appreciation		-	-
Credit Card Fees	2,099.88	5,290.91	2,092.73
Bank Service Charges	21.40	42.57	29.32
Misc Expense	45.58	74.92	35.15
Management Fee Charge	775.00	1,550.00	775.00
TOTAL EXPENS	30,259.35	60,973.73	32,540.33
OPERATING PRO	OFIT 56,146.65	109,811.27	63,896.70

CITY OF BIRMINGHAM N. WOODWARD DECK

			Month Ended	2 Month Ending	Month Ended
REVENUES:			August 31, 2019	August 31, 2019	August 31, 2018
	Revenues - Monthly parking		66,805.00	110,635.00	47,015.00
	Revenues - Cash Parking		40,971.00	75,471.00	34,215.02
	Revenues - Card Fees		90.00	105.00	45.00
				-	
		TOTAL INCOME	107,866.00	186,211.00	81,275.02
			.	-	.
EXPENSES:					
	Salaries and Wages		13,262.27	25,833.48	13,278.46

Payroll Taxes	1,234.15	2,408.95	1,228.56
Workmens Comp Insurance	645.08	1,256.70	604.18
Group Insurance	3,938.12	7,876.63	3,502.09
Uniforms		-	80.00
Insurance	2,269.50	7,029.20	2,416.12
Utilities	163.86	330.86	143.00
Maintenance	725.21	1,645.81	2,675.91
Parking Tags/Tickets	73.02	73.02	
Accounting Fees	938.61	1,864.50	925.89
Office Supplies	94.73	147.75	94.44
Card Refund		-	
Operating Cost - Vehicles	93.94	181.86	142.64
Pass Cards		-	800.00
Employee Appreciation		-	
Credit Card Fees	2089.38	3,850.83	1437.31
Bank Service Charges	12.25	24.50	11.49
Miscellaneous Expense	43.64	58.36	33.11
Management Fee Charge	775.00	1,550.00	775.00
TOTAL EXPENSES	26,358.76	54,132.45	28,148.20
OPERATING PROFIT	81,507.24	132,078.55	53,126.82

CITY OF BIRMINGHAM lot #6 Income Statement For Periods Indicated

 INCOME
 Revenues - Monthly Parking Lot #6 & Southside
 Month Ended August 31, 2019
 2 Month Ending August 31, 2019
 Month Ended August 31, 2019
 August 31, 2019
 August 31, 2018

 INCOME
 Revenues - Monthly Parking Lot #6 & Southside
 39,673.00
 44,783.00
 22,182.41

0.00

		TOTAL INCOME	39,673.00	44,783.00	22,182.41
EXPENSES	Liability Insurance Office Supplies (Hanging Tags) Misc.		181.09	362.18	215.09
		TOTAL EXPENSES	181.09	362.18	215.09
		NET PROFIT	39,491.91	44,420.82	21,967.32

2 Month Ending
August 31, 2018
429,559.00
450,862.12
285.00
27,687.41
908,393.53

130,319.51
12,398.89
5,930.21
40,779.74
750.53
21,310.88
1,704.18
27,340.49
428.33
8,897.94
871.74
1,522.75
4,000.00
64.00
22,678.91
153.49
695.72
7,750.00

287,597.31

620,796.22

2 Month Ending
August 31, 2018
75,700.00
122,274.03
15.00

23,268.67

2,140.74

1,059.50

9,327.21

142.22 3,985.36

420.18

4,234.15

61.72

1,764.74

174.35

304.54

800.00

6,056.94

22.98

45.67

1,550.00

55,358.97

142,630.06

2 Month Ending
August 31, 2018
56,590.00
54,102.02
15.00

110,707.02

22,191.70 2,038.10 1,010.75 9,327.17 142.01 3,040.34 321.00 5,226.14 61.71 1,584.38 174.35

> 2,708.40 22.98 44.84 1,550.00

800.00

50,548.42

60,158.60

2 Month Ending August 31, 2018 102,339.00 87,304.02 90.00

189,733.02

27,054.30 2,503.73 1,230.87 7,368.11 142.01 4,552.94 321.00 5,544.33 61.71 1,796.56 174.35 800.00 4,304.54 22.98 61.22 1,550.00 57,793.20

2 Month Ending August 31, 2018 98,595.00 118,357.03 75.00

217,027.03

31,564.94 3,290.68 1,435.06 7,389.73 182.28 4,900.00 321.00

8,280.32
181.48
1,934.48
174.35
304.55
800.00
64.00
6,132.03
61.57
99.81
1,550.00
68,666.28
148,360.75

2 Month Ending August 31, 2018 96,335.00 68,825.02 45.00

165,205.02

26,239.90

2,425.64
1,194.03
7,367.52
142.01
4,832.24
321.00
4,055.55
61.71
1,817.78
174.35
304.55
800.00
3,477.00
22.98
48.00
1,550.00
54,834.26
110,370.76

2 Month Ending August 31, 2018

27,687.41

27,687.41
396.18
396.18
390.16
27,291.23