#### BIRMINGHAM CITY COMMISSION AGENDA SEPTEMBER 13, 2021 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

#### I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

#### II. ROLL CALL

Alexandria Bingham, City Clerk

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

#### ANNOUNCEMENTS

- The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is now at the HIGH level of community transmission for COVID-19. The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.
- Rail Safety Week 2021 Proclamation

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

#### V. CONSENT AGENDA

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

- A. Resolution to approve the City Commission meeting minutes of August 23, 2021.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 25, 2021, in the amount of \$11,448,905.61.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 1, 2021, in the amount of \$1,427,355.50.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 8, 2021, in the amount of \$1,241,819.32.

- E. Resolution delegating to the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the election commission for the November 2, 2021 election:
  - Preparing meeting materials for the election commission, including ballot proofs for approval and a listing of election inspectors for appointment;
  - Contracting for the preparation, printing and delivery of ballots;
  - Providing candidates and the Secretary of State with proof copies of ballots;
  - Providing election supplies and ballot containers; and
  - Preliminary logic and accuracy testing.
- F. Resolution approving the designation of Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Birmingham Museum Director Leslie Pielack, and Police Commander Scott Grewe as representatives for Election Commission members Mayor Pierre Boutros, Mayor Pro Tem Therese Longe, and Commissioners Clinton Baller, Rackeline Hoff, Brad Host, Mark Nickita and Stuart Sherman for the purpose of conducting the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes cast at the November 2, 2021 election.
- G. Resolution seeking the establishment of a regional urban deer management plan for Oakland County.
- H. Resolution authorizing the IT department to convert the City's Zoom subscription from a monthly payment plan to a yearly payment plan with a total yearly cost of \$6717.60. Funds are available in the IT Connectivity fund account # 636-228.000-993.0700 This purchase is considered a sole source purchase pursuant to section 2-280(d) of the City Code.
- I. Resolution to set a public hearing for October 4, 2021 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple Dick O' Dows to allow changes to the front façade and outdoor dining plan.
- J. Resolution setting a public hearing on Monday, October 4, 2021, at 7:30 P.M., for the purpose of determining the necessity for the replacement of sewer and water services within the Lakeview Ave Paving project area.

Be it further RESOLVED, that the City Commission meet on Monday, October 25, 2021 at 7:30 P.M. for the purpose of conducting a Public Hearing to Confirm the Assessment Roll for the replacement of sewer and water services in the Lakeview Ave Paving project area.

K. Resolution to award the 2021 Concrete Sidewalk Repair Program #3-21(P), to JB Contractors, Inc., contingent upon execution of the agreement and meeting all insurance and bonding requirements. In the amount of \$312,625.00, to be charged to the following accounts;

General Sidewalk	101-444.001-981.0100	\$ 156,312.50
Major Streets Fund	202-449.001-981.0100	\$ 18,757.50
Local Streets Fund	203-449.001-981.0100	\$ 75 <i>,</i> 030.00
Sewer Fund	590-536.001-811.0000	\$ 31,262.50
Water Service Fund	591-537.005-811.0000	\$ 31,262.50
Total		\$ 312,625.00

Also, to authorize the Mayor to sign the contract on behalf of the City.

L. Resolution to enter into an agreement with WJE for construction period services in an amount not to exceed \$117,200.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

#### VI. UNFINISHED BUSINESS

- A. Resolution approving the Agreement for the Managed Assigned Counsel Coordinator (MACC) Under the Michigan Indigent Defense Commission (MIDC) between the City of Birmingham as the Lead Community for the District Control Units of the 48th District Court and Stephanie Ann Achenbach for the period of time from October 1, 2021 through September 30, 2022 and, to authorize the City Manager to sign on behalf of the City.
- B. Resolution approving the City of Birmingham's participation in an Interlocal Agreement for Joint Senior Services, which together with three (3) neighboring communities, articulates their intention to contribute money so that NEXT and its Board of Directors may rely upon these monies in order to serve the seniors residing in the governmental units, and to authorize the City Manager to sign the Agreement on behalf of the City.
- C. Resolution to approve the amended contract with SP Plus Corporation for Parking Management Services for the five City owned parking structures. Furthermore, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

#### VII. NEW BUSINESS

- A. Resolution approving the installation application of "Steel Horse" in Poppleton Park at Madison Ave and Woodward Ave under the City's Call-For-Entry program and to approve the payment of a \$2,000 stipend; \$1,000 is to be paid upon installation of the sculpture and an additional \$1,000 to be paid out at the end of the 3-year term, to be charged to the Public Arts Board account #101-299-000-811-0000.
- B. Resolution awarding the contract to Smith's Waterproofing for the proposed work at the North Old Woodward Parking Structure in the amount of \$891,303.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

Automobile Parking Enforcement Fund	
Revenues:	
Draw from Fund Balance	<u>\$891,303.00</u>
(Account #585-000.000-400.0000)	
Total Revenues	<u>\$891,303.00</u>
Expenditures:	
Capital Outlay – Buildings	<u>\$ 891,303.00</u>
(Account #585-538.005-977.0000)	
Total Expenditures	<u>\$891,303.00</u>

- C. Resolution awarding the 2021 Asphalt Resurfacing Project #5-21(P) to Pamar Enterprises Inc. contingent upon execution of the agreement and meeting all insurance and bonding requirements in the amount of \$1,476,831.04, to be charged to the accounts as listed in the report.
- D. Commission discussion on items from prior meeting. 1. Ad Hoc Joint Senior Services Committee
- E. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

#### VIII. REMOVED FROM CONSENT AGENDA

#### IX. COMMUNICATIONS

#### X. REPORTS

- A. Commissioner Reports
  - 1. Notice of intention to appoint to the Board of Zoning Appeals
  - 2. Notice of intention to appoint to the Birmingham Shopping District Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. Public Hearings Memo
  - 2. Clerical Error in Zoning Ordinance Article 2, Section 2.40 MX (Mixed Use) Table 2.40.3
  - Maximum Total Floor Area

#### INFORMATION ONLY

#### XI. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <a href="https://zoom.us/j/655079760">https://zoom.us/j/655079760</a> Meeting ID: 655 079 760

You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

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

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



# Proclamation

## National Rail Safety Week September 20-26, 2021

## WHEREAS, 1,889 rail grade crossing collisions resulted in 678 personal injuries and were responsible for 201 fatalities in the United States during 2020; and

- WHEREAS,
   1,088 trespassing incidents have occurred in the United States resulting in
   532 pedestrians being killed and another 556 injured while trespassing on
   railroad property rights of way during 2020; and
- WHEREAS, educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and
- WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week;

#### THEREFORE BE IT RESOLVED:

that the City of Birmingham hereby recognizes September 20th to 26th, 2021, as National Rail Safety Week and encourages all residents to recognize the importance of rail safety education.



On behalf of the City Commission and the residents of Birmingham this 13<sup>th</sup> day of September, 2021.

Pierre Boutros, Mayor

## ANNOUNCEMENT

## **Birmingham City Commission Minutes**

#### August 23, 2021

#### 7:30 p.m.

#### Municipal Building, 151 Martin

Vimeo Link: https://vimeo.com/event/3470/videos/585167413/

#### I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

#### II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Boutros Mayor Pro Tem Longe Commissioner Baller Commissioner Hoff Commissioner Host Commissioner Nickita Commissioner Sherman

None

Absent:

Administration: City Manager Markus, City Clerk Bingham, BSD Operations & Event Manager Brook, Police Chief Clemence, Assistant City Manager Ecker, Operations Commander Grewe, City Attorney Kucharek, Assistant City Engineer Zielinski

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

#### ANNOUNCEMENTS

- The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is currently classified as a substantial transmission area. The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.
- In The Park Summer Concerts are being held weekly in Shain Park on Wednesday evenings from 7 pm 9 pm. Upcoming groups include the following:
  - August 25th Ben Sharkey
  - September 1st Sun Messengers
  - $\circ$  September 8th "The Byron Legacy Show" starring Byron Cancelmo
- Patriot Week Proclamation
- Director of Professional Development Neal Rossow and his staff from the MACP Accreditation Program

#### **APPOINTMENTS**

Jim Arpin, applicant for the Advisory Parking Committee, was interviewed by the Commission. He was nominated by Commissioner Host. Since Mr. Nasserian was nominated before Mr. Arpin, and was voted into the single resident position available on the Advisory Parking Committee, no vote was taken on Mr. Arpin's candidacy.

Commissioner Hoff thanked Anne Honhart for her years of service to the Advisory Parking Committee and the City.

#### **08-213-21 Appointment of Richard Astrein to the Advisory Parking Committee**

Richard Astrein was unavailable for an interview.

Commissioner Host opined that having business owners on the APC represents a conflict of interest, and said he would not vote for Mr. Astrein's reappointment for that reason.

Commissioner Sherman replied that business owners are able to offer an important perspective to the APC which is why the APC specifically has positions for them. He noted that board members of any City board are expected to recuse themselves if an item before their board represented a specific conflict of interest.

Mayor Boutros recommended that further concern about having business owners or BSD members on boards should be raised with the City Manager and possibly addressed as a future discussion topic.

**MOTION:** Nomination by Commissioner Hoff:

To appoint Richard Astrein to the Advisory Parking Committee as a regular member who is a BSD member to serve a three-year term to expire September 4, 2024.

ROLL CALL VOTE: Ayes, Mayor Pro-Tem Longe Mayor Boutros Commissioner Baller Commissioner Nickita Commissioner Hoff Commissioner Sherman

Nays, Commissioner Host

#### **08-214-21** Appointment of Sarshar Nasserian to the Advisory Parking Committee

The Commission interviewed Sarshar Nasserian for the appointment.

#### **MOTION:** Nomination by Commissioner Nickita:

To appoint Sarshar Nasserian to the Advisory Parking Committee as a regular member who is a resident who does not qualify under the following categories: downtown commercial representative of large retail, small retail, a professional firm, a building owner, a restaurant owner, or a downtown employee to serve a three-year term to expire September 4, 2024.

ROLL CALL VOTE: Ayes, Commissioner Nickita

Commissioner Sherman Mayor Pro-Tem Longe Mayor Boutros Commissioner Baller

Nays, Commissioner Hoff Commissioner Host

#### 08-215-21 Appointment of Algirdas Vaitas to the Advisory Parking Committee

The Commission interviewed Algirdas Vaitas for the appointment.

**MOTION:** Nomination by Commissioner Sherman:

To appoint Algirdas Vaitas to the Advisory Parking Committee as a regular member who is a small retail owner to serve a three-year term to expire September 4, 2024.

ROLL CALL VOTE: Ayes, Mayor Pro-Tem Longe Mayor Boutros Commissioner Baller Commissioner Nickita Commissioner Hoff Commissioner Host Commissioner Sherman

Nays, None

City Clerk Bingham swore in the appointees.

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

Donna Hock asked the City to consider allowing the Gladney Cup to host its pre-Cup gala on September 26, 2021 in Shain Park because their previous location abruptly cancelled due to Covid-19 concerns. She noted that City event applications require 90-day advance notice and asked if that could be waived in this exceptional case.

CM Markus responded to Ms. Hock and explained that the special event licensing process could not likely be expedited even though the City supports the work of Gladney. He advised Ms. Hock to seek an alternate location for the pre-Cup gala.

#### V. CONSENT AGENDA

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

#### 08-216-21 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Hoff: Item G – Agreement for Managed Assigned Counsel Coordinator Item L – Amended Contract with SP+ Corporation

	Item N – 2021 Santa House Item Q – Permanent Polling Location Change for Precinct 6
Commissioner Baller:	
	Item M – Stop Sign Request (Ravine at Ferndale and Brookside)
Public:	Item E – Set a Public Hearing for Amendments to Article 7, Sections 7.01
	and 7.29 of Chapter 126, Zoning – Public Notice

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Baller: To approve the Consent Agenda with the exception of Items E, G, L, M, N, and Q.

ROLL CALL VOTE: Ayes, Commissioner Sherman Commissioner Baller Commissioner Nickita Mayor Boutros Commissioner Host Mayor Pro Tem Longe Commissioner Hoff

Nays, None

- A. Resolution to approve the City Commission meeting minutes of August 9, 2021.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 11, 2021, in the amount of \$9,141,601.76.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 18, 2021, in the amount of \$1,537,613.98.
- D. Resolution setting a public hearing for September 20, 2021 to consider the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward The Morrie to allow the addition of a new outdoor dining platform in the N. Old Woodward right-of-way.
- F. Resolution approving the Interlocal Agreement between the seven (7) control units of the 48<sup>th</sup> District Court in order to receive the grant and local share funding from the State of Michigan as demanded by the MDIC and authorizing the City of Birmingham as the lead community to receive and administer all monies on behalf of the 48<sup>th</sup> District Court MDIC program, and authorizing the City Manager, Thomas M. Markus, to sign on behalf of the City.
- Resolution authorizing the IT department to purchase 126 block hours of GIS support from Geographic Information Services, Inc. 2100 Riverchase Center, Suite 105, Birmingham, AL 35244, the total purchase not to exceed \$19,936.98. Funds are available in the IT Computer Maintenance fund account # 636-228.000-993.0600. This purchase is considered a sole source purchase pursuant to section 2-280(d) of the City Code.
- I. Resolution confirming the City Manager's authorization for the emergency expenditure related to the sewer repair on W. Maple Road at Henrietta Street by Aaron's Excavating, for a cost not to exceed \$6,650.00 to be charged to the Sewer Fund, Other Contractual Services account #590-536.001-811.0000, pursuant to Sec. 2-286 of the City Code.

- J. Resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of the Quarton Dam auxiliary spillway gate lifting mechanism by Midwest Power Systems, for a cost not to exceed for \$17,150.00 to be charged to the Quarton Lake Maintenance account #101-751.000-935.0300, pursuant to Sec. 2-286 of the City Code.
- K. Resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of the Chester Street structure elevator by KONE Elevator for a cost not to exceed \$7,345.00 to be charged to the Automobile Parking System Fund, Chester Parking Structure Elevator Maintenance account #585-538.008-930.0200, pursuant to Sec. 2-286 of the City Code.
- O. Resolution approving a special event permit as requested by the Birmingham Shopping District to hold the 2021 Winter Markt Friday, December 3 – Sunday, December 5, 2021 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event due to public health and safety measures.
- P. Resolution approving the renewal of Brooklyn Pizza's liquor license for 2021.

## 08-217-21 (Item G) Agreement for Managed Assigned Counsel Coordinator

CA Kucharek explained that the 24 hours specified on page four of the agreement under Compensation refers only to hours spent in court appearances. She explained that since the MACC also manages the program they would be working well in excess of 24 hours per week.

After discussion, Commissioner Hoff and CM Markus asked that the item be returned to the Commission at their next meeting with the clarification that the MACC would be required to fulfill the role's other responsibilities in addition to accruing the aforementioned 24 hours per week in court.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Sherman: To make the requested revisions to the Agreement for the Managed Assigned Counsel Coordinator (MACC) and to return it to the Commission for review on September 13, 2021.

ROLL CALL VOTE: Ayes, Commissioner Baller Commissioner Sherman Commissioner Hoff Commissioner Nickita Mayor Boutros Commissioner Host Mayor Pro Tem Longe

Nays, None

#### 08-218-21 (Item L) Amended Contract with SP+ Corporation

Commissioner Hoff requested that the redlined copy of the prior contract be provided to the Commission so that they could compare the prior and amended versions before voting.

Commissioner Baller thanked CA Kucharek and Ops. Cmdr. Grewe for their work on the item.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Baller: To postpone review of the item until the redlined version of the contract is provided to the Commission.

ROLL CALL VOTE: Ayes, Commissioner Hoff Commissioner Baller Commissioner Sherman Commissioner Nickita Mayor Boutros Commissioner Host Mayor Pro Tem Longe

Nays, None

#### 08-219-21 (Item N) 2021 Santa House

BSD Operations & Event Manager Brook explained this event would be the same as done in 2019 and prior. She noted that there was no Santa walk in 2020 due to the Covid-19 pandemic.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Host:

To approve a special event permit as requested by the Birmingham Shopping District to hold the 2021 Santa House beginning the weekend of November 27, 2021 through December 24, 2021 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

ROLL CALL VOTE: Ayes, Commissioner Hoff Commissioner Host Mayor Pro Tem Longe Commissioner Baller Commissioner Sherman Commissioner Nickita Mayor Boutros

Nays, None

#### 08-220-21 (Item Q) Permanent Polling Location Change for Precinct 6

In reply to Commissioner Hoff, City Clerk Bingham confirmed she would confer with the Library Director about the timing of potential to construction to the Baldwin Library and whether it might conflict with any upcoming elections. City Clerk Bingham noted that the Baldwin Library is a better location than City Hall for Precinct Six overall and that the polling place could be temporarily moved to the Community House if construction conflicts do arise.

Commissioner Hoff agreed that moving Precinct Six to the Library was a good idea overall. While she initially preferred to know if there would be construction conflicts before voting, when the Commissioner was advised that postponing the resolution would result in Precinct Six remaining in City Hall for the November 2021 election she said she would move the motion.

**MOTION:** Motion by Commissioner Hoff, seconded by Mayor Pro Tem Longe:

To approve the suggested precinct change as required by the Election Commission and as recommended by the City Clerk. Precinct 6 presently located at City Hall will be permanently located at the Baldwin Public Library effective immediately.

ROLL CALL VOTE: Ayes, Commissioner Hoff Mayor Pro Tem Longe Commissioner Baller Commissioner Sherman Commissioner Nickita Mayor Boutros Commissioner Host

Nays, None

## 08-221-21 (Item M) Stop Sign Request (Ravine at Ferndale and Brookside)

Commissioner Baller commended the resident that raised the issue and noted that they made an impact on the City.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Host:

To approve the installation of a 4-way stop control at the intersection of Ferndale and Ravine and an installation of a stop sign on the southbound approach of Brookside at Ravine.

Commissioner Nickita requested assurance that the need for these stop signs had been studied thoroughly.

Ops. Cmdr. Grewe confirmed that the normal speed, crash data, and sightline analyses had been conducted at these two intersections and that the recommendations had been reviewed by the City's traffic consultant, Fleis & Vandenbrink, and the Multi-Modal Transportation Board. He said that his analysis and the F&V analysis found sightline issues at these intersections significant enough to warrant the installation of fourway stop controls.

Commissioner Nickita expressed confidence that the intersection of Brookside and Ravine required a fourway stop control but expressed some uncertainty about the need for a four-way stop control at Ferndale and Ravine.

ROLL CALL VOTE: Ayes, Commissioner Hoff Mayor Pro Tem Longe Commissioner Baller Commissioner Sherman Commissioner Nickita Mayor Boutros Commissioner Host

Nays, None

**08-222-21** (Item E) Set a Public Hearing for Amendments to Article 7, Sections 7.01 and 7.29 of Chapter 126, Zoning – Public Notice

In reply to David Bloom, CM Markus said the intent of the proposed changes would be to make noticing simpler and to let residents know how they could find further information about notices.

The Mayor noted that further discussion regarding this item could occur during the public hearing.

**MOTION:** Motion by Commissioner Nickita, seconded by Commissioner Sherman:

To set a public hearing for September 20, 2021 to consider the following amendments to Chapter 126, Zoning:

- 1. Article 7, Section 7.01 (General) to add general public notice requirements; and
- 2. Article 7, Section 7.29 (Site Plan Review: Hearing on Review; Notice) to remove and relocate public notice requirements.
- ROLL CALL VOTE: Ayes, Commissioner Nickita Commissioner Sherman Mayor Boutros Commissioner Host Commissioner Hoff Mayor Pro Tem Longe Commissioner Baller

Nays, None

#### VI. UNFINISHED BUSINESS

#### VII. NEW BUSINESS

#### 08-223-21 Townsend and Peabody Street Paving Contract #6-21 (P) Contract Award

ACE Zielinski was present regarding the topic.

No presentation or discussion occurred.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Host: To award the Townsend and Peabody Street Paving Project #6-21(P), to DiPonio Contracting, Inc. contingent upon execution of the agreement and meeting all insurance and bonding requirements in the amount of \$1,154,870.95, to be charged to the following accounts:

Sewer Fund, Public Imp.	590-536.001-981.0100	\$ 405,754.24
Water Fund, Public Imp.	591-537.004-981.0000	\$ 178,440.03
Local Streets Fund	203-449.001-981.0100	\$ 353,210.22
Major Streets Fund	202-449.001-981.0100	\$ 195,840.46
General Fund	101-444.002-981.0100	\$ 21,626.00
Total		\$ 1,154,870.95

To authorize the Mayor to sign the contract on behalf of the City; and

To approve the appropriation and amendment to the 2021/2022 budget as follows: <u>General Fund:</u> Revenues:

Draw from Fund Bala	ince	101-000.000-400.0000	\$21,630
Expenditures: Engineering and Publ	lic Services – ,	Alleys 101-444.002-981.0	)100 \$21,630
<u>Major Street Fund:</u> Revenues: Draw from Fund Bala	ince	202-000.000-400.0000	\$195,840
Expenditures: Construction of Road	s and Bridges	202-449.001-981.0100	\$195,840
<u>Local Street Fund:</u> Revenues: Draw from Fund Bala	ince	203-000.000-400.0000	\$353,210
Expenditures: Construction of Road	s and Bridges	203-449.001-981.0100	\$353,210
<u>Sewer Fund:</u> Revenues: Draw from Fund Bala	ince	590-000.000-400.0000	\$405,760
Expenditures: Sewer Improvements	5	590-536.001-981.0100	\$405,760
<u>Water Fund:</u> Revenues: Draw from Fund Bala	ince	591-000.000-400.0000	\$178,440
Expenditures: Water Main Improver	ments	591-537.004-981.0100	\$178,440
ROLL CALL VOTE:	Comi Mayo Comi Mayo	missioner Sherman missioner Hoff or Boutros missioner Nickita or Pro Tem Longe missioner Host	
	Nays, None	2	
	Absent, Balle	er	
	08-224-21	NEXT Interlocal Agreem	ient

CA Kucharek and CM Markus reviewed the updates to the agreement.

Public Comment

Gordon Rinschler said the agreement should undergo further review by the Commission before approval and that the Commission should establish a permanent senior services committee. He stated that the Ad Hoc Joint Senior Services Committee had not been renewed.

CA Kucharek noted this item was included under the New Business section of the agenda to afford the Commission an opportunity to review the agreement.

Mayor Pro Tem Longe opined that this item should have provided more of the history and context regarding the provision of senior services in Birmingham.

After discussion, the Commission agreed to add "("contributions")" under Article II -- Appropriate of Funds for Services. It was also recommended that NEXT be required to share an audit and a management or audit letter with the relevant municipalities every year, and that some mechanism for increasing funding according to a set percentage or cost of living be considered.

CA Kucharek said she would make the changes and consult with the other municipalities' attorneys to make sure they approved of the proposed changes. She said she would also return to the Commission with the updated agreement and the redline copy.

Commissioner Baller said it would be helpful to hear from NEXT what they would do if Midvale were no longer available for their use, and that those plans might help start a conversation about next steps between the municipalities. He noted it would be necessary to clarify what Birmingham and the other municipalities have the political will to do, and that it could be helpful for Birmingham's elected officials to work on increasing political support for senior services.

There was general consensus that getting this agreement signed would be a positive step but would not conclude the City's work towards supporting senior services.

Mr. Rinschler said that the recommendations from the former Ad Hoc Joint Senior Services Committee should also be reviewed for next steps. He noted that one of the significant recommendations was to move from a private non-profit that offers senior services to a public non-profit modelled after the Rochester OPC.

A number of speakers recommended making a permanent senior services committee that could study next steps.

The Commission agreed to postpone the item until CA Kucharek could return with the updates.

#### 08-225-21 Glass Standards

Commissioner Nickita introduced the item.

ACM Ecker confirmed the ordinance does not currently address the use of shading devices.

CM Markus stated he would prefer to see if the few retailers in the City using shading devices frequently might be amenable to reducing their use. He explained that dialogue likely be more efficient for the businesses, taxpayers and City administration than making an ordinance to address the few outliers. He noted that the goal is to create an interplay between the interior and exterior, stating that some other setups can also get in the way of that goal. CM Markus said he would get the names of the businesses

about which Commissioner Nickita was concerned and would begin a dialogue with them. He continued that it would still be useful to have the Planning Board study the issue and offer their recommendations.

**MOTION:** Motion by Commissioner Nickita, seconded by Commissioner Sherman: To send the matter of shading devices to the Planning Board for review.

- ROLL CALL VOTE: Ayes, Commissioner Nickita Commissioner Sherman Mayor Boutros Commissioner Host Commissioner Hoff Mayor Pro Tem Longe Commissioner Baller
  - Nays, None

Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

**MOTION:** Motion by Commissioner Host, seconded by Commissioner Hoff: To discuss joint senior services.

Commissioner Hoff said it would be helpful to know more about the Joint Senior Services Committee's disbanding as reported by Mr. Rinschler.

ROLL CALL VOTE: Ayes, Commissioner Host Commissioner Hoff Mayor Pro Tem Longe Commissioner Baller Commissioner Nickita Commissioner Sherman Mayor Boutros

Nays, None

#### VIII. REMOVED FROM CONSENT AGENDA

#### IX. COMMUNICATIONS

#### X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments

Commissioner Hoff commended all involved in making Birmingham's Dream Cruise events a success.

Commissioner Nickita recounted his recent experience at RH Chicago. He explained that he was confident based on his experience that RH would fit in well in Birmingham.

C. Advisory Boards, Committees, Commissions' Reports and Agendas

#### D. Legislation

- E. City Staff
  - 1. Greenwood Cemetery Advisory Board Annual Report
  - 2. Interim Report on Infrastructure Ratings

CM Markus noted that this report was being provided in advance of a Commission study session on improving roads.

3. Manager's Report

CM Markus reviewed the report.

He also recommended that senior services be discussed as part of the City's strategic planning process.

INFORMATION ONLY

#### XI. ADJOURN

Mayor Boutros adjourned the meeting at 11:00 p.m.

neck Number	Early Release	Vendor #	Vendor	Amoun
PAPER CHECK				
280985		004877	AASLH	118.0
280986		008274	ACCURATE PARKING LOT SERVICES, INC.	3,701.7
280987		MISC	ACTION CONSTRUCTION	2,966.9
280989	*	003708	AIRGAS USA, LLC	244.7
280990	*	MISC	ALEXANDRIA BINGHAM	3,921.1
280991		002488	AMERICAN TEST CENTER, INC.	1,030.0
280992		007033	APPLIED IMAGING	217.4
280993		000500	ARTECH PRINTING INC	432.0
280994	*	006759	AT&T	108.5
280995	*	006759	AT&T	221.1
280996	*	006759	AT&T	423.3
280997	*	003703	AT&T MOBILITY	72.4
281000		MISC	BARGY, CHRISTINE J	300.0
281002		002231	BILLINGS LAWN EQUIPMENT INC.	549.9
281003		003526	BOUND TREE MEDICAL, LLC	2,170.2
281005	*	008658	BWMS-BLUE WATER MGMT INC	330.0
281006		003907	CADILLAC ASPHALT, LLC	706.8
281007		007732	CAPITAL TIRE, INC.	1,124.8
281008	*	MISC	CAROLYN JOHN	6,781.8
281009		007710	CINTAS CORP	270.7
281010		000605	CINTAS CORPORATION	138.1
281011	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,324.9
281012		009273	COMBAT SUPPORT PRODUCTS INC	1,988.9
281013		MISC	CONCRETE PROS LLC	100.0
281014	*	000627	CONSUMERS ENERGY	58.8
281015		MISC	Core States Inc.	100.0
281016		MISC	DARRIN S LEVIN	500.0
281018		MISC	DEN-MAN CONTRACTORS	2,000.0
281019	*	000179	DTE ENERGY	23.5
281022		005446	ETHNIC ARTWORK	346.0
281023		001495	ETNA SUPPLY	31,600.0
281024		004574	FAIR-WAY TILE & CARPET, INC.	3,919.0
281025	*	008034	CITY OF FARMINGTON HILLS	550.0
281026		001223	FAST SIGNS	538.9
281027	*	000936	FEDEX	37.5
281028		007212	FOSTER BLUE WATER OIL	1,239.4
281029		MISC	G. WILSON BUILDERS, INC.	500.0
281030		002510	GAMCO INVESTORS INC	19,850.0
281032		MISC	GIBBARD ELECTRIC	5.0
281033	*	004604	GORDON FOOD	497.7
281034		MISC	HILLAN HOMES, INC	2,000.0
281035		MISC	HINES, THOMAS A	100.0

neck Number	Early Release	Vendor #	Vendor	Amount
281036		MISC	HM HOMES LLC	1,400.00
281037	*	001956	HOME DEPOT CREDIT SERVICES	346.11
281039		006416	HUNTINGTON WOODS POOLS & SPAS, INC	531.82
281045	*	MISC	JACK TODD- PETTY CASH	939.80
281046	*	MISC	JUSTIN NEWINGHAM DDS PLLC	22,115.75
281047		MISC	KENTWOOD PROPERTIES LLC	1,000.00
281048	*	008792	JOSEPH LAMBERT	3,662.26
281049		MISC	LOIS TEICHER	2,000.00
281050		MISC	MAJEWSKI, DANIEL M	100.00
281051	*	004855	MAMC	60.00
281052	*	004855	MAMC	101.00
281053		MISC	MCGLINCH & SONS	500.00
281054		000888	MCKENNA ASSOCIATES INC	22,132.13
281055		007394	MICHIGAN URBAN SEARCH & RESCUE	795.00
281057		007163	MOBILE HEALTH RESOURCES	1,417.19
281058		MISC	MODHOME DESIGN	150.00
281059		002251	MYERS TIRE - INDIANAPOLIS #42	156.90
281060		005431	NILFISK, INC.	1,632.08
281061	*	003461	OBSERVER & ECCENTRIC	1,042.56
281062	*	000481	OFFICE DEPOT INC	615.50
281064		MISC	PERSPECTIVES CUSTOM CABINETRY INC	200.00
281065		MISC	PLANTHROPIE	100.00
281066	*	008858	PODS ENTERPRISES, LLC	348.00
281067		MISC	POLES, PAUL	150.00
281068		MISC	QUIGLEY, PETER W	100.00
281070		000218	ROYAL OAK P.D.Q. LLC	110.00
281071		MISC	SANDY, STEVE	100.00
281072		009222	SAVERS WHOLESALE PRINTING	2,110.82
281073		MISC	SCHEER, BRIAN	100.00
281074		005759	SCHENA ROOFING & SHEET METAL	925.00
281075		MISC	Sean D Wright	1,000.00
281076		009301	SECURE-CENTRIC INC	2,157.60
281077	*	009009	SIGNATURE CLEANING LLC	6,575.47
281078		MISC	SLADES PLBG	56.25
281079		MISC	T G HOMES LLC	1,000.00
281080		MISC	TG HOMES LLC	400.00
281081	*	009254	THOMAS M MARKUS	500.00
281082		004379	TURNER SANITATION, INC	228.75
281082	*	004379	TURNER SANITATION, INC	1,135.00
281083		008632	TURNOUT RENTAL	132.40
281084	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	22,916.30
281085	*	000158	VERIZON WIRELESS	129.19
281086	*	000158	VERIZON WIRELESS	49.31

Check Number	Early Release	Vendor #	Vendor	Amount
281088	*	005794	WINDSTREAM	872.49
281089	*	008391	XEROX CORPORATION	42.60
281090		MISC	ZAREMBA & COMPANY	100.00
281091		009185	ZOOM VIDEO COMMUNICATIONS INC	612.35
			SUBTOTAL PAPER CHECK	\$195,959.69
ACH TRANSACT	LION			
4152	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	34,666.15
4153	*	002284	ABEL ELECTRONICS INC	127.99
4154		009126	AMAZON CAPITAL SERVICES INC	93.00
4155	*	000518	BELL EQUIPMENT COMPANY	1,312.60
4156		006683	BIRMINGHAM LAWN MAINTENANCE	21,255.00
4157	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	4,150,468.82
4158		009195	CROWN CASTLE FIBER LLC	643.00
4159	*	007807	G2 CONSULTING GROUP LLC	3,902.75
4160	*	000243	GRAINGER	284.76
4162		000331	HUBBELL ROTH & CLARK INC	4,500.00
4163		000261	J.H. HART URBAN FORESTRY	39,194.98
4164		009298	JCR SUPPLY INC	824.09
4165	*	003458	JOE'S AUTO PARTS, INC.	449.39
4167	*	005550	LEE & ASSOCIATES CO., INC.	8,190.28
4168	*	006359	NYE UNIFORM COMPANY	525.30
4169	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	6,765,556.53
4170	*	001062	QUALITY COACH COLLISION	12,106.83
4171	*	001181	ROSE PEST SOLUTIONS	71.00
4172		000254	SOCRRA	69,994.00
4173	*	004355	SYMETRA LIFE INSURANCE COMPANY	32,774.54
4174		000273	TERMINAL SUPPLY CO.	5.66
4175	*	000969	VIGILANTE SECURITY INC	230.00
4176		002974	VILLAGE OF BEVERLY HILLS	105,769.25
			SUBTOTAL ACH TRANSACTION	\$11,252,945.92
			GRAND TOTAL	\$11,448,905.61

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

Mark Sulu

Mark Gerber Finance Director/ Treasurer

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

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
281092		004627	A & L SYSTEMS INC	51.96
281093		MISC	ABINGTON DEVELOPMENT	750.00
281095		MISC	ALDRICH, SAMANTHA	200.00
281096		MISC	ALLIED SIGNS, INC.	200.00
281097		003272	AMERICAN PLANNING ASSOC	1,385.00
281098		000167	ANDERSON ECKSTEIN WESTRICK INC	6,585.70
281099		MISC	ARMANDO GIUSEPPE INC	2,000.00
281100		000500	ARTECH PRINTING INC	128.00
281101	*	006759	AT&T	221.13
281102	*	006759	AT&T	3,383.85
281103	*	003839	MATTHEW J. BARTALINO	288.54
281104		002231	BILLINGS LAWN EQUIPMENT INC.	82.44
281105		MISC	BLOOMFIELD CONSTRUCTION CO	100.00
281106		003526	BOUND TREE MEDICAL, LLC	774.14
281107		009281	C.E. GLEESON CONSTRUCTORS INC	933,488.59
281108		003907	CADILLAC ASPHALT, LLC	1,474.17
281109		009078	CANON SOLUTIONS AMERICA INC	163.20
281110	*	000444	CDW GOVERNMENT INC	469.65
281112		MISC	CHANDLER, JEFFREY A	100.00
281113		009168	CHET'S CLEANING INC	471.50
281114		000605	CINTAS CORPORATION	277.32
281116	*	000912	MARK CLEMENCE	218.53
281117	*	008955	COMCAST	467.99
281118	*	007774	COMCAST BUSINESS	1,252.72
281119	*	000627	CONSUMERS ENERGY	320.94
281120		002668	CONTRACTORS CLOTHING CO	1,584.00
281121		003923	CUMMINS BRIDGEWAY LLC	235.14
281123	*	006999	CHRISTOPHER DEMAN	186.00
281124	*	MISC	DTE ELECTRIC COMPANY	90.00
281127	*	000179	DTE ENERGY	214.00
281128	*	000179	DTE ENERGY	2,465.24
281129	*	000179	DTE ENERGY	79.67
281130	*	000179	DTE ENERGY	497.22
281131	*	000179	DTE ENERGY	8,033.76
281132	*	000179	DTE ENERGY	1,181.16
281133	*	000179	DTE ENERGY	3,496.51
281134	*	000179	DTE ENERGY	2,299.81
281135	*	000179	DTE ENERGY	14.95
281136	*	000179	DTE ENERGY	1,335.54
281137	*	000179	DTE ENERGY	41.37
281138	*	000179	DTE ENERGY	15.58
281139	*	000179	DTE ENERGY	16.71
281140	*	000179	DTE ENERGY	354.62
			5C	
			50	

heck Number	Early Release	Vendor #	Vendor	Amount
281141	*	000179	DTE ENERGY	20.34
281142	*	000179	DTE ENERGY	679.74
281143	*	000179	DTE ENERGY	20.71
281144	*	000179	DTE ENERGY	22.46
281145	*	000179	DTE ENERGY	232.28
281146	*	000179	DTE ENERGY	673.48
281147		005322	DTE ENERGY COMPANY	48,592.13
281148		MISC	EGRESS SOLUTIONS INC	100.00
281150		MISC	EVER-DRY OF SOUTHEASTERN MI	100.00
281151		005964	FIRE SUPPRESSION PRODUCTS, INC	930.00
281152		009196	FIT PRO SERVICES	69.00
281153		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
281154	*	009268	FULL MORTISE	386.00
281155		MISC	GARDNER SIGNS INC	200.00
281156		MISC	GLOBAL SIGNS & AWNINGS	200.00
281157		002532	GOLLING CHRYSLER JEEP DODGE INC	3,460.68
281158	*	008007	GREAT LAKES WATER AUTHORITY	8,081.82
281160		007458	HERITAGE - CRYSTAL CLEAN, LLC	2,244.00
281161	*	001956	HOME DEPOT CREDIT SERVICES	2,732.05
281162		001204	ICMA	200.00
281163		001934	ISA	230.00
281164	*	009299	JACK D. PESHA	7.00
281165	*	MISC	JASON DENEAU	560.51
281166	*	000362	KROGER COMPANY	214.62
281167		MISC	KUSHNIR, GREGORY E	100.00
281168		MISC	LAKE ORION ROOFING INC	100.00
281169		MISC	LAURA PETRACCA	550.00
281170		MISC	LEVICK CUSTOM HOMES INC.	500.00
281171		MISC	MAINSTREET DESIGN & BUILD	300.00
281172		009176	MICHIGAN APCO	1,000.00
281173		007833	MICHIGAN ASSOCIATION OF PLANNING	675.00
281174	*	001387	MICHIGAN MUNICIPAL LEAGUE	3,584.35
281175		008127	MIDWEST POWER SYSTEMS, INC	17,150.00
281176		000230	MIKE SAVOIE CHEVROLET INC	58.49
281177		008319	MKSK INC	25,477.95
281178		MISC	MOSHER DOLAN	100.00
281180	*	007755	NETWORK SERVICES COMPANY	2,284.20
281181		005431	NILFISK, INC.	573.26
281182		MISC	NORTHERN SIGN CO INC	200.00
281184	*	000481	OFFICE DEPOT INC	710.51
281185	*	MISC	OXFORD LAND LLC	3,149.00
281186		009151	PARAGON LABORATORIES INC	1,228.00
281187	*	001753	PEPSI COLA	792.72

Check Number	Early Release	Vendor #	Vendor	Amount
281188		008028	PK SAFETY SUPPLY	103.14
281189	*	000801	POSTMASTER	312.06
281190		MISC	PRECISION PLUMBING	2,384.00
281191		004137	R & R FIRE TRUCK REPAIR INC	966.78
281192	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
281193	*	005996	RON TURLEY ASSOCIATES, INC.	3,745.83
281194	*	009302	SARAH MISTRETTA	1,555.11
281196	*	007907	SP+ CORPORATION	6,330.00
281197	*	000260	SPARTAN DISTRIBUTORS INC	76.28
281198	*	MISC	STACY LIU	613.04
281199	*	008713	STEFAN SYTS	155.81
281200	*	MISC	STEVEN ALAN RAMAEKERS	300.00
281201		MISC	STEVEN JAMES OLSON	100.00
281202		MISC	THE CORTESE FAMILY LLC	100.00
281203	*	MISC	THE WYETT RESIDENTIAL TRUST	14.38
281204		MISC	TIMBERLAND HOMES	200.00
281205		000275	TIRE WHOLESALERS CO INC	631.40
281206		005331	UBS FIN SERVICES, INC	6,428.09
281207	*	000158	VERIZON WIRELESS	976.33
281208	*	000158	VERIZON WIRELESS	495.66
281210	*	000158	VERIZON WIRELESS	147.93
281211		MISC	WALLSIDE INC	500.00
281212		MISC	WECHSLER CONSTRUCTION LLC	500.00
281213	*	MISC	YUXIN ZHANG	3,130.89
281214	*	000309	ZEP SALES AND SERVICE	78.03
			SUBTOTAL PAPER CHECK	\$1,135,461.56
ACH TRANSACI	LION			
4177	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	23,066.21
4178	*	002284	ABEL ELECTRONICS INC	327.00
4179		009126	AMAZON CAPITAL SERVICES INC	834.45
4180		006683	BIRMINGHAM LAWN MAINTENANCE	78.00
4181		009183	BOB ADAMS TOWING	845.00
4182		009297	CITY OF BIRMINGHAM #245	167,667.12
4183	*	000565	DORNBOS SIGN & SAFETY INC	213.89
4184	*	007314	FLEIS AND VANDENBRINK ENG. INC	7,580.50
4185		000217	FOUR SEASON RADIATOR SERVICE INC	1,283.55
4186	*	007807	G2 CONSULTING GROUP LLC	11,331.25
4187	*	000243	GRAINGER	114.30
4188	*	008851	INSIGHT INVESTMENT	4,942.87
4189		000261	J.H. HART URBAN FORESTRY	17,818.13
4190	*	003458	JOE'S AUTO PARTS, INC.	928.75
4191	*	003404	LADUKE ROOF.& SHT.METAL CORP	5,500.00
4192		001864	NOWAK & FRAUS ENGINEERS	30,275.75

Check Number	Early Release	Vendor #	Vendor	Amount
4193	*	001062	QUALITY COACH COLLISION	180.00
4194	*	003554	RKA PETROLEUM	8,814.91
4195		005380	SALZBURG LANDSCAPE SUPPLY	2,704.10
4196	*	002037	TOTAL ARMORED CAR SERVICE, INC.	758.36
4197	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,792.70
4198		002088	WM. CROOK FIRE PROTECTION CO.	4,837.10
			SUBTOTAL ACH TRANSACTION	\$291,893.94
			GRAND TOTAL	\$1,427,355.50

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

Mark Gurler

Mark Gerber Finance Director/ Treasurer

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

	-	Vendor #	Vendor	Amoun
PAPER CHECK				
281215	*	MISC	111 WILLITS LLC	5,423.14
281216		008274	ACCURATE PARKING LOT SERVICES, INC.	1,619.3
281217		008872	ACE DOOR COMPANY	357.00
281218		008106	ACUSHNET COMPANY	3,116.88
281219		000951	ALL AMERICAN CASH REGISTER	180.00
281220	*	MISC	AMROCK-CHASE 6	4,936.78
281221	*	008977	JOBMATCH LLC DBA APPLICANTPRO	564.00
281222		000500	ARTECH PRINTING INC	10.00
281224	*	009284	BACK MUNICIPAL CONSULTING LLC	800.00
281225	*	003839	MATTHEW J. BARTALINO	678.30
281227		003526	BOUND TREE MEDICAL, LLC	1,359.18
281229	*	MISC	BRENDAN MEREDITH	35.00
281230		006966	BRIDGESTONE GOLF, INC	1,019.72
281231	*	006953	JACQUELYN BRITO	149.1
281233		003907	CADILLAC ASPHALT, LLC	1,868.93
281236		007933	CARDNO, INC.	5,246.7
281238		000605	CINTAS CORPORATION	106.8
281239	*	004188	COFFEE BREAK SERVICE, INC.	39.05
281240		009167	COL'S FAMILY RESTAURANT	39.3
281241	*	008955	COMCAST	456.83
281243	*	009319	COMPTON PRESS INDUSTRIES LLC	61.92
281244	*	005108	CORELOGIC TAX SERVICE	110,046.1
281246		MISC	DC ILLUMINATIONS INC	4,900.00
281247	*	007506	DST GLOBAL SERVICES	1,050.00
281248	*	000179	DTE ENERGY	63.5
281249	*	000180	DTE ENERGY	4,338.2
281250		000274	E-Z-GO DIVISION OF TEXTRON INC	16,002.94
281251		007505	EAGLE LANDSCAPING & SUPPLY	68.00
281252		000196	EJ USA, INC.	4,704.32
281255		001771	GOLF ASSOC. OF MICHIGAN	300.00
281256	*	004604	GORDON FOOD	2,238.6
281257		009275	GREAT LAKES COCA-COLA DISTRIBUTION	336.3
281258		000249	GUARDIAN ALARM	246.80
281259		001447	HALT FIRE INC	1,391.9
281260		006346	HARRELL'S LLC	3,575.44
281261		003132	HASTINGS AIR-ENERGY CONTROL INC	212.23
281262		007339	HIGHEST HONOR, INC	392.00
281263	*	001956	HOME DEPOT CREDIT SERVICES	459.70
281263		001415	HORNUNG'S PRO GOLF SALES INC	143.10
281265		006416	HUNTINGTON WOODS POOLS & SPAS, INC	292.4
281266		000948	HYDROCORP	1,381.00
281269	*	009299	JACK D. PESHA	150.00

Amount	Vendor	Vendor #	-	Check Number
1,080.45	JACK TODD- PETTY CASH	MISC	*	281270
849.95	JOSEPH BONGIOVANNI	MISC	*	281273
42.42	LAW ENFORCEMENT TARGETS, INC	007007		281275
73.00	MERGE MOBILE, INC.	008793		281277
53.95	MICHIGAN BREAD BAKERY	007479		281278
110.00	MICHIGAN INDEPENDENT DOOR CO.	007765		281279
36.40	MOHAMED F. CHAMMAA	007744	*	281280
760.00	NATIONAL ALLIANCE OF	001585		281281
3,125.00	NEWTONS SOLUTIONS LLC	009276		281282
471,902.12	OAKLAND COUNTY	000477	*	281283
499.50	OAKLAND COUNTY MUTUAL AID ASSOCIATI	MISC	*	281285
32.00	OAKLAND COUNTY PKS & REC COMM.	001450	*	281286
250.00	OAKLAND COUNTY TACTICAL	008250		281287
555.82	OFFICE DEPOT INC	000481	*	281288
11,200.00	PLANTE & MORAN CRESA, LLC	008901		281291
7,250.00	POISON IVY CONTROL OF MI	005501	*	281292
3,225.00	RAPID AIR	005930		281293
180.92	REYNOLDS WATER	002566		281294
440.00	SECURE DOOR, LLC	006590	*	281296
124.55	SHANE KONKOL	MISC		281297
402.41	SPARTAN DISTRIBUTORS INC	000260		281300
159.00	STEFAN SYTS	008713		281301
790.00	STRATEGIC ENERGY SOLUTIONS, INC	006062	*	281303
59.97	SUBURBAN BUICK GMC INC	000256		281304
84.00	SUBURBAN CHRYSLER DODGE JEEP - TROY	006376		281305
206.00	SYN-TECH SYSTEMS	006968	*	281307
1,174.50	TARGET SPECIALTY PRODUCTS	000286		281308
2,300.02	THE STATE BANK	MISC	*	281309
2,295.00	TOWN SQUARE PUBLICATIONS	008145		281310
219.75	VALLEY CITY LINEN	007226		281312
735.27	VERIZON WIRELESS	000158	*	281314
76.02	VERIZON WIRELESS	000158	*	281315
1,043.01	VIKING ESP CORPORATION	MISC		281316
219.80	WATERFORD REGIONAL FIRE DEPT.	004497		281317
6,452.56	WEST SHORE FIRE INC	001490		281319
\$698,369.56	SUBTOTAL PAPER CHECK			

#### ACH TRANSACTION

4199	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	65,170.54
4200	*	002284	ABEL ELECTRONICS INC	1,487.97
4201		009126	AMAZON CAPITAL SERVICES INC	999.11
4203	*	007345	BEVERLY HILLS ACE	234.12
4204		006683	BIRMINGHAM LAWN MAINTENANCE	98.00
4205	*	008044	CLUB PROPHET	540.00

Check Number	Early Release	Vendor #	Vendor	Amount
4206	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	65.68
4207		006077	DI PONIO CONTRACTING INC	337,188.50
4208	*	000565	DORNBOS SIGN & SAFETY INC	707.32
4210	*	001077	DUNCAN PARKING TECH INC	4,741.37
4211		006181	FIRST CHOICE COFFEE SERV	154.64
4212	*	000243	GRAINGER	65.46
4213		003870	GREAT LAKES TURF, LLC	520.00
4214		000261	J.H. HART URBAN FORESTRY	23,134.06
4215	*	002576	JAX KAR WASH	144.25
4216		009298	JCR SUPPLY INC	858.48
4217	*	003458	JOE'S AUTO PARTS, INC.	58.80
4218		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	1,197.00
4219		004085	KONE INC	4,782.77
4220	*	005876	KROPF MECHANICAL SERVICE COMPANY	1,534.81
4221	*	005550	LEE & ASSOCIATES CO., INC.	2,732.48
4222	*	008158	LOGICALIS INC	9,700.00
4226	*	007856	NEXT	2,335.40
4227	*	006359	NYE UNIFORM COMPANY	1,250.50
4228	*	002767	OSCAR W. LARSON CO.	1,300.00
4229	*	006853	PAUL C SCOTT PLUMBING INC	955.00
4230	*	001062	QUALITY COACH COLLISION	1,260.50
4232		000254	SOCRRA	79,395.00
4234	*	004320	TRI-COUNTY POWER RODDING, INC	295.00
4235	*	000969	VIGILANTE SECURITY INC	543.00
			SUBTOTAL ACH TRANSACTION	\$543,449.76
			GRAND TOTAL	\$1,241,819.32

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

Mark Sulu

Mark Gerber Finance Director/ Treasurer

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



## **MEMORANDUM**

**City** Clerk's Office

DATE:	September 9, 2021
TO:	Thomas M. Markus, City Manager
FROM:	Alexandria Bingham, <b>City</b> Clerk
SUBJECT:	Election Commission Delegation of Duties for November 2, 2021 Election to City Clerk and Authorized Assistants

#### INTRODUCTION:

The City Commission, per the Birmingham City Charter, functions as the City's Election Commission. Pursuant to State law, the Election Commission is responsible for conducting certain election duties. The law allows the Election Commission to delegate certain of those duties to the City Clerk and her authorized assistants.

#### BACKGROUND:

The Birmingham City Charter names the City Commission as the Election Commission:

Chapter IV. – Registrations, Nominations and Elections

Section 22. - [Election commission.]

The city commission shall constitute the election commission for the city and shall perform all of the duties required of the city election commissions by the general laws of the state. It shall appoint the inspectors of election and fix their compensation.

The Election Officials' Manual of the Michigan Bureau of Elections (BOE) cites the duties of a city election commission and draws distinctions between those which must be conducted by the election commission and those which may be delegated to the City Clerk and her authorized assistants. The BOE recommends that the election commission document the delegation of its duties.

LEGAL REVIEW:

n/a

FISCAL IMPACT: n/a

#### SUMMARY

It is recommended that the Birmingham City Commission, acting as the Election Commission, delegate to the City Clerk and her authorized assistants certain election duties as allowed by the Michigan BOE and State law.

#### ATTACHMENTS:

Excerpt from the Election Officials' Manual of the Michigan Bureau of Elections listing duties that may be delegated.

#### SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution delegating the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the election commission for the November 2, 2021 election:

- Preparing meeting materials for the election commission, including ballot proofs for approval and a listing of election inspectors for appointment;
- Contracting for the preparation, printing and delivery of ballots;
- Providing candidates and the Secretary of State with proof copies of ballots;
- Providing election supplies and ballot containers; and
- Preliminary logic and accuracy testing.

#### ELECTION OFFICIALS' MANUAL Michigan Bureau of Elections Chapter 1, Updated February 2019

### CITY AND TOWNSHIP ELECTION COMMISSIONS:



**Note:** The chart above outlines the composition of the local election commissions based on your jurisdiction's form of government. The only exception to the composition of the local election commission must be provided by a city charter.

#### City and Township Election Commission members are responsible for the following:

- Establishing precincts, including temporary precinct consolidations for non-State/ Federal elections;
- Establishing Absent Voter Counting Boards (AVCBs);
- Assessing voting equipment needs;
- Performing logic and accuracy testing for voting equipment. **NOTE:** Even if the county performs the programming for the local jurisdictions, it is still the responsibility of the local election
- commission to conduct pre-election logic and accuracy testing for their voting equipment prior to each election. Preliminary testing may be delegated to the local clerk; however, public accuracy testing must be conducted by the election commission or each members' designated representative.
- Authorizing the printing and provision of ballots for use in city, township, village and certain school district elections;
- Providing election supplies (including forms and ballot containers);
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates; note that certified election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election;
- Notifying major political parties of the appointment of election inspectors in federal and state elections; and
- Carrying out other election related duties for their respective jurisdictions.

Election Commission Responsibilities that should be handled via an Open Meeting by Election Commission Members:

- Approving of ballots
- Appointing precinct inspectors
- Public Accuracy Test
- Precinct Changes / Consolidations
- Adoption of resolution outlining delegated duties

Election Commission Duties that may be delegated to the Local Clerk or authorized assistant (note: Delegated duties should be documented via resolution):

- Preparing meeting materials for the Election Commission (ballots proof for approval, list of election inspectors for appointment, etc.)
- Preparing, printing and delivering ballots
- Providing candidates and the Secretary of State with proof copies of ballots
- Providing notice to voters in the case of precinct changes/consolidations
- Providing election supplies and ballot containers
- Preliminary logic and accuracy testing
- Notifying major political parties of certified precinct Inspector appointments (federal and state elections only)

SCHOOL ELECTION COORDINATING COMMITTEE: Every school district has a School Election Coordinating Committee responsible for determining the details of how special school elections will be administered. The School Election Coordinating Committee is composed of a school election coordinator, the secretary of the school board and the clerks of all jurisdictions covered by the school district. For a school district wholly contained within a single jurisdiction, that clerk is the school election coordinator. In a school district that crosses jurisdiction lines the county clerk is the coordinator.

## TYPES OF ELECTIONS

There are several types of elections conducted in Michigan. The following is an overview of the various types.

**ELECTION OFFICIALS' MANUAL** Michigan Bureau of Elections Chapter 9, Updated February

## **CHAPTER 9** ELECTION BALLOTS

# TABLE CONTENTS Ballot Proofing and Michigan Ballot Production Standards Candidate Name Rotations 3 Office Order 4 Partisan Ballot 5 Nonpartisan Ballot

#### BALLOT PROOFING AND MICHIGAN BALLOT PRODUCTION STANDARDS: All ballots

must be prepared in conformance with Michigan's Ballots Production Standards. Adherence to the standards is compulsory for all election officials and vendors. A copy of the standards can be found on the Bureau of Elections website at <u>www.michigan.gov/elections</u>; under *"Information for Election Administrators"*.

Election ballots must always be carefully proofed to ensure that 1) they conform to all required legal and technical standards and 2) they are free of errors and omissions. The importance of ballot proofing cannot be over emphasized!

*County Election Commission's Responsibilities:* Ballots prepared for use at federal, state and countywide elections and certain school district elections are printed by the authority of the County Election Commission.

Local Election Commission's Responsibilities: Ballots prepared for use at city, township, village and certain school district elections are printed by the authority of the City, Township or County Election Commission.

Before the ballots are printed, the printer returns copies of the ballots to the appropriate Election Commission. The Commission is responsible for checking the various proof ballots to make sure that they are free of errors and omissions. A comprehensive check should include a careful review of the following:

Chapter 9, Page 1 of 7

**ELECTION OFFICIALS' MANUAL** Michigan Bureau of Elections Chapter 9, Updated February

- Ensure all office, candidates, and proposals are included
- Verify proper splits within a precinct
- Ballot heading including: 1) OFFICIAL BALLOT 2) election type 3) election date 4) county name, state 5) jurisdiction name and 6) precinct number
- Section headers e.g.: PARTISAN SECTION, NONPARTISAN SECTION and PROPOSAL SECTION
- Office and proposal divisions e.g.: STATE, COUNTY, CITY, TOWNSHIP
- Office titles e.g.: CLERK, TREASURER, TRUSTEE
- Number to be elected e.g.: Vote for not more than 1
- Placement of candidate names; form and spelling of candidate names; candidate name rotations; placement of special ballot designations
- Presentation and wording of ballot proposals

Proofing ballots is a tedious and time-consuming task – but the problems and embarrassment a complete proofing job can save on Election Day makes the task well worth the effort. If the Commission delegates ballot proofing to members of the clerk's staff, the task should be assigned to those in the office with the best eye for detail.

**Responsibilities of Candidates and Department of State:** Immediately after the proof ballots are delivered to the Election Commission, they forward the proofs to the Department of State's Bureau of Elections in Lansing for approval. The Commission also sends each candidate a proof ballot which lists the candidate's name.

- After sending proof ballots prepared for a state election, the county clerk must sign an affidavit that attests that proof ballots were mailed as required. The affidavit must list the candidates to whom the ballots were mailed, the addresses to which the ballots were mailed, and the dates on which the ballots were mailed.
- The Department of State's Bureau of Elections inspects the form of the proof ballots received from each Election Commission. (The Bureau of Elections does *not* check candidate name spellings or that all required offices are on the ballot.) If the ballots are in the proper form, the Bureau of Elections grants its approval of the ballots; if the ballots are not in the proper form, the Bureau of Elections



## **MEMORANDUM**

**City Clerk's Office** 

DATE:	September 9, 2021
то:	Thomas M. Markus, City Manager
FROM:	Alexandria Bingham, City Clerk
SUBJECT:	Election Commission Designation of Representatives – Public Accuracy Tests for <b>the</b> November 2021 Election

#### INTRODUCTION:

The City Commission, per the Birmingham City Charter, functions as the City's Election Commission. Pursuant to State law, the Election Commission is responsible for conducting certain election duties, including the conduct and certification of the Public Accuracy test.

#### BACKGROUND:

The Birmingham City Charter names the City Commission as the Election Commission:

Chapter IV. – Registrations, Nominations and Elections

Section 22. - [Election commission.]

The city commission shall constitute the election commission for the city and shall perform all of the duties required of the city election commissions by the general laws of the state. It shall appoint the inspectors of election and fix their compensation.

The Public Accuracy Test is required by Michigan Election Law, MCL 168.798 "to determine if the electronic tabulating equipment will accurately count the votes cast for all offices". This is done by creating a chart of predetermined results in compliance with promulgated rule R 168.778, and marking a set of test ballots to correspond. The results produced by the tabulator must match the totals in the chart of predetermined results.

The creation of the chart of predetermined results and the marking of a set of test ballots may be done by the City Clerk, her staff, and/or a vendor. The test must be conducted by the Election Commission or its representatives. The test consists of tabulating the marked test ballots through a tabulator and certifying that the totals reported by the tabulator match the totals contained in the chart of predetermined results.

I recommend the members of the Commission designate representatives to conduct the Public Accuracy Tests in their stead. The test would be conducted during the work day by the Clerk or a member of Clerk's staff, attended by the Election Commission's designated representatives, and any interested members of the public as it is conducted pursuant to the Open Meetings Act. The City Clerk and her staff are not eligible to be the designated representatives for the Public Accuracy Tests.

The Public Accuracy Test for the November 2, 2021 General election is scheduled for Wednesday, October 6, 2021 at 10:00 a.m. in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

#### SUMMARY

It is recommended that the Birmingham City Commission, acting as the Election Commission, designate city staff members to act as their representatives for the purpose of conducting the Public Accuracy Tests for the November 2021 election.

#### ATTACHMENTS:

MCL 168.798 Testing of electronic tabulating equipment Excerpt from the Election Officials' Manual of the Michigan Bureau of Elections listing duties that should be handled via an Open Meeting by election commission members.

#### SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution approving the designation of Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Birmingham Museum Director Leslie Pielack, and Police Commander Scott Grewe as representatives for Election Commission members Mayor Pierre Boutros, Mayor Pro Tem Therese Longe, and Commissioners Clinton Baller, Rackeline Hoff, Brad Host, Mark Nickita and Stuart Sherman for the purpose of conducting the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes cast at the November 2, 2021 election.

#### ELECTION OFFICIALS' MANUAL Michigan Bureau of Elections Chapter 1, Updated February 2019

#### CITY AND TOWNSHIP ELECTION COMMISSIONS:



**Note:** The chart above outlines the composition of the local election commissions based on your jurisdiction's form of government. The only exception to the composition of the local election commission must be provided by a city charter.

#### City and Township Election Commission members are responsible for the following:

- Establishing precincts, including temporary precinct consolidations for non-State/ Federal elections;
- Establishing Absent Voter Counting Boards (AVCBs);
- Assessing voting equipment needs;
- Performing logic and accuracy testing for voting equipment. **NOTE:** Even if the county performs the programming for the local jurisdictions, it is still the responsibility of the local election
- commission to conduct pre-election logic and accuracy testing for their voting equipment prior to each election. Preliminary testing may be delegated to the local clerk; however, public accuracy testing must be conducted by the election commission or each members' designated representative.
- Authorizing the printing and provision of ballots for use in city, township, village and certain school district elections;
- Providing election supplies (including forms and ballot containers);
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates; note that certified election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election;
- Notifying major political parties of the appointment of election inspectors in federal and state elections; and
- Carrying out other election related duties for their respective jurisdictions.

Election Commission Responsibilities that should be handled via an Open Meeting by Election Commission Members:

- Approving of ballots
- Appointing precinct inspectors
- Public Accuracy Test
- Precinct Changes / Consolidations
- Adoption of resolution outlining delegated duties

Election Commission Duties that may be delegated to the Local Clerk or authorized assistant (note: Delegated duties should be documented via resolution):

- Preparing meeting materials for the Election Commission (ballots proof for approval, list of election inspectors for appointment, etc.)
- Preparing, printing and delivering ballots
- Providing candidates and the Secretary of State with proof copies of ballots
- Providing notice to voters in the case of precinct changes/consolidations
- Providing election supplies and ballot containers
- Preliminary logic and accuracy testing
- Notifying major political parties of certified precinct Inspector appointments (federal and state elections only)

SCHOOL ELECTION COORDINATING COMMITTEE: Every school district has a School Election Coordinating Committee responsible for determining the details of how special school elections will be administered. The School Election Coordinating Committee is composed of a school election coordinator, the secretary of the school board and the clerks of all jurisdictions covered by the school district. For a school district wholly contained within a single jurisdiction, that clerk is the school election coordinator. In a school district that crosses jurisdiction lines the county clerk is the coordinator.

#### TYPES OF ELECTIONS

There are several types of elections conducted in Michigan. The following is an overview of the various types.

**ELECTION OFFICIALS' MANUAL** Michigan Bureau of Elections Chapter 9, Updated February

# **CHAPTER 9** ELECTION BALLOTS

# TABLE CONTENTS Ballot Proofing and Michigan Ballot Production Standards Candidate Name Rotations 3 Office Order 4 Partisan Ballot 5 Nonpartisan Ballot

#### BALLOT PROOFING AND MICHIGAN BALLOT PRODUCTION STANDARDS: All ballots

must be prepared in conformance with Michigan's Ballots Production Standards. Adherence to the standards is compulsory for all election officials and vendors. A copy of the standards can be found on the Bureau of Elections website at <u>www.michigan.gov/elections</u>; under *"Information for Election Administrators"*.

Election ballots must always be carefully proofed to ensure that 1) they conform to all required legal and technical standards and 2) they are free of errors and omissions. The importance of ballot proofing cannot be over emphasized!

*County Election Commission's Responsibilities:* Ballots prepared for use at federal, state and countywide elections and certain school district elections are printed by the authority of the County Election Commission.

Local Election Commission's Responsibilities: Ballots prepared for use at city, township, village and certain school district elections are printed by the authority of the City, Township or County Election Commission.

Before the ballots are printed, the printer returns copies of the ballots to the appropriate Election Commission. The Commission is responsible for checking the various proof ballots to make sure that they are free of errors and omissions. A comprehensive check should include a careful review of the following:

Chapter 9, Page 1 of 7

**ELECTION OFFICIALS' MANUAL** Michigan Bureau of Elections Chapter 9, Updated February

- Ensure all office, candidates, and proposals are included
- Verify proper splits within a precinct
- Ballot heading including: 1) OFFICIAL BALLOT 2) election type 3) election date 4) county name, state 5) jurisdiction name and 6) precinct number
- Section headers e.g.: PARTISAN SECTION, NONPARTISAN SECTION and PROPOSAL SECTION
- Office and proposal divisions e.g.: STATE, COUNTY, CITY, TOWNSHIP
- Office titles e.g.: CLERK, TREASURER, TRUSTEE
- Number to be elected e.g.: Vote for not more than 1
- Placement of candidate names; form and spelling of candidate names; candidate name rotations; placement of special ballot designations
- Presentation and wording of ballot proposals

Proofing ballots is a tedious and time-consuming task – but the problems and embarrassment a complete proofing job can save on Election Day makes the task well worth the effort. If the Commission delegates ballot proofing to members of the clerk's staff, the task should be assigned to those in the office with the best eye for detail.

**Responsibilities of Candidates and Department of State:** Immediately after the proof ballots are delivered to the Election Commission, they forward the proofs to the Department of State's Bureau of Elections in Lansing for approval. The Commission also sends each candidate a proof ballot which lists the candidate's name.

- After sending proof ballots prepared for a state election, the county clerk must sign an affidavit that attests that proof ballots were mailed as required. The affidavit must list the candidates to whom the ballots were mailed, the addresses to which the ballots were mailed, and the dates on which the ballots were mailed.
- The Department of State's Bureau of Elections inspects the form of the proof ballots received from each Election Commission. (The Bureau of Elections does *not* check candidate name spellings or that all required offices are on the ballot.) If the ballots are in the proper form, the Bureau of Elections grants its approval of the ballots; if the ballots are not in the proper form, the Bureau of Elections



# **MEMORANDUM**

**Department of Public Services** 

DATE:	August 30, 2021
то:	Thomas M. Markus, City Manager
FROM:	Lauren A. Wood, Director of Public Services
SUBJECT:	Regional Urban Deer Management Plan – Oakland County

INTRODUCTION:

- The City of Farmington Hills has provided a letter and resolution to request Oakland County to develop a regional urban deer management plan. They have asked for other local jurisdictions to support this effort for an overall comprehensive Deer Management Plan for the County.
- We are asked to support this effort by adopting the suggested Resolution and to participate in a coalition of other communities to further this initiative.
- The health and safety of our citizens, their property and the local area deer herd is vital.

#### BACKGROUND:

- This effort has resulted from the increasing deer population in our communities and the lack of viable solutions under the existing Michigan Deer Management Plan for the State of Michigan.
- The recommended Resolution is very much identical to the one provided by the City of Farmington Hills.
- Efforts will include exploring what is being done elsewhere and what other pilot programs exist.
- Once adopted by the Birmingham City Commission, we will provide the supporting Resolution to the City of Farmington Hills. Next steps will be to meet with other local communities also supporting this effort.

LEGAL REVIEW:

• There is no legal review required for this.

FISCAL IMPACT:

• There is no required funding and/or fiscal impact to the current budget for this effort.

PUBLIC COMMUNICATIONS:

• Any opportunity for public communications as part of this effort going forward will be promoted on the City website and other relevant mediums.

#### SUMMARY

- As an Oakland County community, the City of Birmingham wishes to participate in this effort to create a regional urban deer management plan by working with County and State representatives to identify viable solutions and available funding. The more tools we have to work with the better opportunity exists for success.
- Passing this Resolution will be the first step to moving forward and further updates will be provided.

ATTACHMENTS:

- Resolution To Establish Regional Deer Management Plan
- City of Farmington Hills resolution and letter dated August 12, 2021

SUGGESTED COMMISSION ACTION:

• To make a motion to adopt a Resolution seeking the establishment of a regional urban deer management plan for Oakland County.

#### STATE OF MICHIGAN COUNTY OF OAKLAND CITY OF BIRMINGHAM

#### RESOLUTION SEEKING THE ESTABLISHMENT OF A REGIONAL URBAN DEER MANAGEMENT PLAN FOR OAKLAND COUNTY

#### RESOLUTION #

- WHEREAS, the City of Birmingham is located in Oakland County, Michigan and encompasses 4.8 square miles of a historic and developed community consisting of parks, trail systems, waterways and natural corridors that support diverse wildlife, and
- **WHEREAS,** the Natural Resources Commission is responsible for Michigan Department of Natural Resources (MDNR) policy which influences department priorities, methods of operation, and the manner in which programs relate to the citizens of the State of Michigan, and
- **WHEREAS,** the MDNR has indicated a healthy deer population is characterized by 20 deer or less per square mile, and
- **WHEREAS,** communities with an overpopulated urban deer population can have negative effects including excessive deer/vehicle crashes, property destruction, and personal and pet health and safety related concerns, and
- **WHEREAS,** according to the Michigan Office of Highway Safety Planning, Oakland County has consistently led the State of Michigan in the number of car/deer crashes totaling roughly 2,000 per year, and
- WHEREAS, considering the fact that urban deer constantly traverse jurisdictional boundaries between communities throughout Oakland County, urban deer populations are an ongoing regional issue in Oakland County rather than a local one, and
- **WHEREAS,** the Michigan Deer Management Plan stipulates operational details will be specified at regional levels within an adaptive-management framework in which specific management methods are routinely adjusted and updated as local conditions, technology, regulations and other aspects of management change, and
- WHEREAS, a true solution to a regional problem requires a regional approach, and
- **WHEREAS,** a regional solution to addressing the excessive urban deer population in Oakland County can most effectively be achieved through a collaborative plan with neighboring communities, the County, and the MDNR.

#### NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

- **RESOLVED,** that the City of Birmingham supports a collaborative regional solution for the health and safety of its citizens, their property and the deer herd in Oakland County, and further
- **RESOLVED,** that the City of Birmingham Commission directs its Administration to work with its County Commissioners, State Senator, State Representative, the Natural Resources Commission, Oakland County, the MDNR, and Oakland County communities to develop a regional urban deer management plan for Oakland County, as well as to identify funding sources to implement such a plan, and

**RESOLVED,** that a copy of this Resolution be sent to members of the Michigan Natural Resources Commission, the Director of MDNR, our State Representative, State Senator, Oakland County Executive, County Commissioners, and the communities in Oakland County.

Alexandria Bingham, City Clerk City of Birmingham

OFFICE OF CITY MANAGER



City of Farmington Hills

August 12, 2021

Dear Oakland County Municipal Leaders,

Enclosed you will find a resolution adopted by the Farmington Hills City Council outlining an initiative to establish a county-wide coalition to work with the Department of Natural Resources in the development of a regional urban deer management plan for Oakland County. We ask that you consider the adoption of a similar resolution and join this coalition.

The need for this effort has resulted from the increasing deer populations in our communities and the lack of viable solutions under the existing Michigan Deer Management Plan for the State of Michigan. The current Michigan Deer Management Plan is a one-size-fits-all approach that doesn't meet the needs of suburban communities experiencing excessive deer populations. As you may know, Oakland County leads the state in the number of car/deer crashes annually.

We ask that you join us in working with Oakland County and the state in identifying viable solutions and available funding to address the health and safety of our citizens, their property and the deer herd in Oakland County.

Sincerely,

Gary Mekjian

**City Manager** 

Enclosure

#### STATE OF MICHIGAN COUNTY OF OAKLAND CITY OF FARMINGTON HILLS

#### RESOLUTION SEEKING THE ESTABLISHMENT OF A REGIONAL URBAN DEER MANAGEMENT PLAN FOR OAKLAND COUNTY

#### **RESOLUTION NO. R-150-21**

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held in the Farmington Hills City Hall on the 9<sup>th</sup> day of August, 2021 at 7:30 p.m., with those present and absent being,

PRESENT: BARNETT, BOLEWARE, KNOL, MASSEY, NEWLIN AND STRICKFADEN ABSENT: BRIDGES

the following preamble and resolution were offered by Councilmember Boleware and supported by Councilmember Knol.

#### PREAMBLE:

- WHEREAS, the City of Farmington Hills is located in Oakland County, Michigan and encompasses 34 square miles of hills, waterways and natural corridors that support diverse wildlife, and
- WHEREAS, the Natural Resources Commission is responsible for Michigan Department of Natural Resources (MDNR) policy which influences department priorities, methods of operation, and the manner in which programs relate to the citizens of the State of Michigan, and
- **WHEREAS,** the MDNR has indicated a healthy deer population is characterized by 20 deer or less per square mile, and
- WHEREAS, based on aerial counts conducted by the City, it is believed that the City of Farmington Hills has concentrated deer populations of up to 80 deer per square mile, and
- WHEREAS, communities with an overpopulated urban deer population can have negative effects including excessive deer/vehicle crashes, property destruction, and personal and pet health and safety related concerns, and
- WHEREAS, according to the Michigan Office of Highway Safety Planning, Oakland County has consistently led the State of Michigan in the number of car/deer crashes totaling roughly 2,000 per year, and
- WHEREAS, considering the fact that urban deer constantly traverse jurisdictional boundaries between communities throughout Oakland County, urban deer populations are an ongoing regional issue in Oakland County rather than a local one, and

- WHEREAS, the Michigan Deer Management Plan stipulates operational details will be specified at regional levels within an adaptive-management framework in which specific management methods are routinely adjusted and updated as local conditions. technology, regulations and other aspects of management change, and
- WHEREAS, a true solution to a regional problem requires a regional approach, and
- WHEREAS, a regional solution to addressing the excessive urban deer population in Oakland County can most effectively be achieved through a collaborative plan with neighboring communities, the County, and the MDNR.

#### NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

- **RESOLVED**, that the City of Farmington Hills supports a collaborative regional solution for the health and safety of its citizens, their property and the deer herd in Oakland County, and further
- **RESOLVED**, that the Farmington Hills City Council directs its Administration to work with its County Commissioners, State Senator, State Representative, the Natural Resources Commission, Oakland County, the MDNR, and Oakland County communities to develop a regional urban deer management plan for Oakland County, as well as to identify funding sources to implement such a plan, and

**RESOLVED**, that a copy of this Resolution be sent to members of the Michigan Natural Resources Commission, the Director of MDNR, our State Representative, State Senator, Oakland County Executive, County Commissioners, and the communities in Oakland County.

AYES: BARNETT, BOLEWARE, KNOL, MASSEY, NEWLIN AND STRICKFADEN NAYS: NONE ABSENT: BRIDGES ABSTENTIONS: NONE

STATE OF MICHIGAN ) ) ss. COUNTY OF OAKLAND )

I, the undersigned, the duly qualified and acting City Clerk of the City of Farmington Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington Hills at a regular meeting held on August 9, 2021, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official-signature, this 10th day of August, 2021.

PAMELA B. SMITH, City Clerk City of Farmington Hills

Page 2 of 2

City of	Birmingham	MEMORANDUM
		IT Department
DATE:	09/13/2021	
TO:	Tom Markus, City Manager	
FROM:	Eric Brunk, IT Manager	
SUBJECT:	Zoom Subscription change	

Introduction:

The City of Birmingham is using Zoom as its software/venue for remote and video meetings and has the opportunity for cost savings on the subscription by changing from a monthly billing cycle to a yearly billing cycle.

#### Background:

For the past year the City of Birmingham has been using Zoom for its digital / online meeting venue. This service was originally purchased as a monthly subscription due to the then temporary nature of the pandemic. The monthly cost for our zoom subscription is \$639.76 with a total yearly cost of \$7677.12. Zoom is now being used in a hybrid meeting situation for our public meetings and there is a plan to continue using the software for external and internal meetings. The IT department would like to save on this subscription by changing it from a monthly billing cycle to a yearly subscription with a cost reduction of \$959.52 and a total yearly cost of \$6717.60.

#### Legal Review:

No changes to the contract – just changing from a monthly billing to a yearly billing model with associated cost savings. This purchase is considered a sole source purchase pursuant to section 2-280(d) of the City Code.

Fiscal impact:

The IT department feels that the since the public and the various city departments have fully accepted the use of video / virtual meetings in everyday life that it would be beneficial to use the cost savings of moving this to a yearly fee. As this yearly fee exceeds the threshold for administrative approval we are bringing this before the City Commission for approval. This is a budgeted expense.

#### Summary:

The IT department would like to convert the City's Zoom subscription from a monthly payment plan to a yearly payment plan with a total yearly cost of \$6717.60

#### SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution authorizing the IT department to convert the City's Zoom subscription from a monthly payment plan to a yearly payment plan with a total yearly cost of \$6717.60.

Funds are available in the IT Connectivity fund account # 636-228.000-993.0700 This purchase is considered a sole source purchase pursuant to section 2-280(d) of the City Code.



Order Form Number: Q1118559 Valid Until:

Zoom Video Communications Inc. ('Zoom') 55 Almaden Blvd, 6th Floor San Jose, CA Email: anabel.guevara@zoom.us

Billed To	Sold To
Customer: City of Birmingham, Michigan Contact Name: Eric Brunk 151 Martin Street Birmingham, Michigan 48009, United States Email Address: ebrunk@bhamgov.org Phone: (+1) 2485301885	Customer: City of Birmingham, Michigan Contact Name: Eric Brunk 151 Martin Street Birmingham, Michigan 48009, United States Email Address: ebrunk@bhamgov.org Phone: (+1) 2485301885
Auto Renew: No Initial Paid Subscription Term: 12 Month Paid Period Start Date: 09/13/2021	Billing Method: Email Currency: USD Payment Method: Other Payment Term: Net 30

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms of Service found at http://www.zoom.us/terms (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Standard Biz Annual	Annual	24	USD 199.90	USD 4,797.60
Cloud Recording 100 GB - overage fee	Month	NA	USD 1.50	NA
Cloud Recording One Year 100 GB Monthly Usage	Annual	1	USD 480.00	USD 480.00
Audio License Unlimited US and Canada Annual	Annual	24	USD 60.00	USD 1,440.00
			(Before Taxes) Annual Payment:	USD 6,717.60

Payment Schedule Summary (Before Taxes)

First Payment: USD 6,717.60

Other Terms & Notes

Named Host - means any licensed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named

Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply.

Professional Services, if purchased, will be presented in a separate Order Form.

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:
Print Name:
Date:
Zoom Service Effective Date: 09/13/2021
PO # (If Applicable):
VAT # (If Applicable):

#### The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to <u>purchase-orders@zoomus.zendesk.com</u>. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

City	ningham A Walkable Community =

# MEMORANDUM

**Planning Division** 

DATE:	September 13 <sup>th</sup> , 2021
то:	Thomas Markus, City Manager
FROM:	Nicholas Dupuis, City Planner
APPROVED:	Jana L. Ecker, Planning Director
SUBJECT:	Set Public Hearing 160 W. Maple – Dick O' Dows – Special Land Use Permit Amendment, Final Site Plan & Design Review

#### INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit amendment, Final Site Plan and Design Review for façade renovations and changes to the approved outdoor dining in the front and rear of the existing Dick O' Dows restaurant in Downtown Birmingham.

#### BACKGROUND:

On August 4<sup>th</sup>, 2021, the applicant went before the Historic District Commission (HDC) for a Design Review due to the subjects sites location within the Central Business Historic District. The HDC postponed the review pending the receipt of some outstanding information.

On August 25<sup>th</sup>, 2021, the applicant went before the Planning Board with a request for Special Land Use Permit Amendment, Final Site Plan and Design Review. The Planning Board motioned to recommend approval to the City Commission with the following conditions:

- 1. The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;
- 2. The Planning Board approves outdoor dining in the Willits Alley Active Via with the final drawings to show the planters on the northern edge;
- 3. All outdoor activity must cease at the close of business;
- 4. The final drawings must show all tables and chairs in the front as located within the confines of the existing private property and not in the public right-of-way;
- 5. The applicant must comply with the requests of all City Departments; and,
- 6. The Planning Board approves the existing projection into the right-of-way of three feet, four inches.

Finally, on September 1<sup>st</sup>, 2021, the applicant received approval from the Historic District commission for the changes in relation to their effect on the Central Business Historic District with the following condition:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.

The Planning Division is working with the applicant to provide all requested information by the public hearing at the City Commission.

#### LEGAL REVIEW:

The City Attorney has reviewed this application and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

#### PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the August 25<sup>th</sup>, 2021 Planning Board meeting, and notices were sent out to all property owners and tenants within 300' of the property. Notices were also provided for the Design Review at the Historic District Commission. In addition, a second round of notices will be sent out to advertise the public hearing at the City Commission on October 4<sup>th</sup>, 2021.

#### SUMMARY:

The Planning Division requests that the City Commission set a public hearing on October 4, 2021 to consider the Special Land Use Permit amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O' Dows.

#### ATTACHMENTS:

Please find attached the following documents for your review:

- Draft Special Land Use Permit Resolution
- Planning Division Reports
- Site/Design Plans
- Applications & Supporting Documents

#### SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing for October 4, 2021 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O' Dows – to allow changes to the front façade and outdoor dining plan.

#### DICK O' DOWS

#### 160 W. MAPLE

#### Special Land Use Permit Amendment 2021

WHEREAS, DICK O' DOWS filed an application in 2017 pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment serving alcoholic liquors in the B4 (Business-Residential) zoning district in accordance Article 2, Section 2.37 (C)(2)(a) of Chapter 126, Zoning, of the City Code;

WHEREAS, A Special Land Use Permit Amendment application was filed in July 2021 for approval of façade renovations and changes to the outdoor dining plan;

WHEREAS, the land for which the Special Land Use Permit Amendment is sought is located on the north side of W. Maple, west of Old Woodward;

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic liquors for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit Amendment to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on August 25, 2021 reviewed the application for a Special Land Use Permit amendment, Final Site Plan and Design Review and recommended approval to the City Commission to allow façade renovations and changes to the outdoor dining plan with the following conditions:

- 1. The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;
- 2. The Planning Board approves outdoor dining in the Willits Alley Active Via with the final drawings to show the planters on the northern edge;
- 3. All outdoor activity must cease at the close of business;
- 4. The final drawings must show all tables and chairs in the front as located within the confines of the existing private property and not in the public right-of-way;
- 5. The applicant must comply with the requests of all City Departments; and,
- 6. The Planning Board approves the existing projection into the right-of-way of three feet, four inches.

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments;

WHEREAS, The Birmingham City Commission has reviewed DICK O' DOWS' Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the

standards imposed under the City Code have been met, subject to the conditions below, and that DICK O DOWS' application for a Special Land Use Permit amendment, Final Site Plan and Design Review at 160 W. Maple is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

- 1. DICK O' DOWS will close outdoor dining areas at the end of business each day of the week;
- 2. DICK O' DOWS shall abide by all provisions of the Birmingham City Code; and
- **3.** The Special Land Use Permit Amendment may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, DICK O' DOWS and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of DICK O' DOWS to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that DICK O' DOWS is recommended for the operation of a new outdoor dining platform at the existing food and drink establishment serving alcoholic beverages on premises, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on October 4, 2021.

Alexandria Bingham City Clerk

City of B	irmingham	MEMORANDUM Planning Division
DATE:	August 25 <sup>th</sup> , 2021	
TO:	Jana Ecker, Planning Director	
FROM:	Nicholas Dupuis, City Planner	
SUBJECT:	160 W. Maple – Dick O' Dows – Spe Amendment, Final Site Plan & Desig	

The subject site, 160 W. Maple, is currently used as a restaurant within an existing one-story commercial building fronting W. Maple. The applicant has submitted a Special Land Use and Final Site Plan/Design Review application requesting changes to the front façade, the outdoor dining patio in the front of the building, and the rear dining area in the Willits Alley.

As far as the rear dining patio, the applicant was approved by the City Commission on April 6, 2020 for a 5-table, 20-chair patio on private property in the Willits Alley to replace their front dining deck that was interrupted by the Maple Rd. construction project. This patio was approved on a temporary basis from April 1 through November 15, 2020 during construction on Maple. In June, 2020, the applicant was approved for a temporary COVID-19 outdoor dining expansion which increased the dining platform to 9 tables and 36 chairs. The applicant has submitted the Special Land Use Permit amendment application, in part, seeking approval on a permanent basis for the 9-table patio in the Willits Alley.

At the front of the building, the applicant installed a newly redesigned outdoor dining platform in the W. Maple right-of-way through Administrative Approval on July 12<sup>th</sup>, 2021. The new platform is within the same area (one parking space) as it previously existed, and contains 6 tables and 24 chairs.

The new proposal for the front of the restaurant is a remodel that brings the storefront back roughly 12 ft. to create a new recessed outdoor dining patio with 5 tables, 20 chairs, a ventless fireplace, television, and new façade materials. A full review of ordinances and design is provided in the relevant sections below.

Finally, due the subject sites location within the Central Business Historic District, the applicant is required to submit a Design Review application to the Historic District Commission for approval of these changes. The applicant went before the Historic District Commission on August 4<sup>th</sup>, 2021 and was postponed to September 1<sup>st</sup>, 2021 pending the receipt of some outstanding information.

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and Special Land Use Permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

#### 1.0 Land Use and Zoning

- 1. <u>Existing Land Use</u> One-story commercial building.
- 2. <u>Zoning</u> B4 (Business-Residential) and D4 (Downtown Overlay)

	North	South	East	West
Existing Land Use	Mixed Use	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business- Residential)	B4 (Business- Residential)	B4 (Business- Residential)	B4 (Business- Residential)
Overlay Zoning District	D4	D4	D4	D4

3. Summary of Adjacent Land Use and Zoning –

#### 2.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. There are currently no issues with bulk, height or placement with the Special Land Use Permit, Final Site Plan/Design Review application submitted.

#### 3.0 Screening and Landscaping

- 1. <u>Dumpster Screening</u> There are no changes proposed to the dumpster or screening on site.
- 2. <u>Parking Lot Screening</u> There are no changes proposed to the parking lot or associated screening.
- 3. <u>Mechanical Equipment Screening</u> There are no changes proposed to the mechanical equipment or screening on site.

- 4. <u>Landscaping</u> There are no changes proposed to landscaping on site.
- 5. <u>Streetscape</u> There are no changes proposed to the streetscape along W. Maple.

#### 4.0 Parking, Loading and Circulation

- 1. <u>Parking</u> There are no changes to the parking requirements on site.
- 2. <u>Loading</u> There are no changes to the loading requirements.
- 3. <u>Vehicular Circulation and Access</u> There are no changes proposed to the vehicular circulation and access.
- 4. <u>Pedestrian Circulation and Access</u> There are no changes proposed to pedestrian access on site.

#### 5.0 Lighting

The applicant is proposing two new light fixtures at the entry columns along Maple Rd. and two of the same fixtures on the feature wall on the north side of the recess. The applicant has submitted specification sheets for the proposed fixtures, and it appears as though the fixtures will not significantly alter the light distribution or illuminance on a site. Thus, a photometric plan was not required by the Planning Division pursuant to Article 4, Section 4.21 (C) of the Zoning Ordinance. Additionally, these lighting elements appear to be fully cutoff as defined by Article 9, Section 9.02.

#### 6.0 Departmental Reports

- 1. <u>Engineering Division</u> The Engineering Division has not provided any comments at this time. All comments received will be provided to the Planning Board on August 25th, 2021.
- Department of Public Services The Department of Public Services has not provided any comments at this time. All comments received will be provided to the Planning Board on August 25<sup>th</sup>, 2021.
- 3. <u>Fire Department</u> The Fire Department has not provided any comments at this time. All comments received will be provided to the Planning Board on August 25th, 2021.
- 4. <u>Police Department</u> The Police Department has not provided any comments at this time. All comments received will be provided to the Planning Board on August 25th, 2021.

5. <u>Building Division</u> – The Building Division has no concerns at this time.

#### 7.0 Design Review

The proposed façade renovations include a removal of a portion of the existing storefront and interior dining area to create a new outdoor dining area in a recessed entryway. The building would retain the existing façade above 9 ft. 3 in., although the existing sign is proposed to be restored and relocated and an awning is proposed above the storefront. In general, the applicant is proposing to match the existing style and color of the existing façade. Please see the following table for a list of all proposed materials:

Material	Location	Color
Sunbrella Canvas	Awning above storefront	Black
Wood & Glass Bi-Fold Doors	Storefront	Black Magic
Wood & Glass Entry Door	New storefront	Black Magic
Glass	New storefront	Clear 66% VLT
Limestone	Feature wall (north)	Natural
Mosaic Wall Tile	Feature wall (north)	White
Ventless fireplace	North side of recess	-
Wood	Column enclosure	Black Magic

As the building is located in the Downtown Overlay, there are specific architectural standards that must be met in regards to façade materials and design:

- 1. At least 90% of the exterior finish material on all facades that face a street shall be limited to the following: glass, brick, cut stone, cast stone, coarsely textured stucco, or wood. Dryvit or E.F.I.S is prohibited.
- 2. Storefronts shall be directly accessible from public sidewalks. Each storefront must have transparent areas, equal to 70% of its portion of the facade, between one and eight feet from the ground. The wood or metal armature (structural elements to support canopies or signage) of such storefronts shall be painted, bronze, or powder-coated.
- 3. Facade openings, including porches, windows, and colonnades, shall be vertical in proportion.
- 4. Sliding doors and sliding windows are prohibited along frontage lines.
- 5. Facades may be supplemented by awnings, which shall be straight sheds without side flaps, not cubed or curved. Awnings shall be between 8 and 12 feet above sidewalk grade at the lower drip edge.

At this time, it appears as though the applicant meets the majority of the Downtown Overlay Architectural Standards. The façade is predominantly wood and glass, the proposal contains façade openings that are vertically proportioned, and the awning is are straight shed with no side flaps and is 8 ft. above grade.

Additionally, the design plans submitted contain a note at the new window system indicating that they could be sliding or swing doors. Slider doors are not permitted in

the Downtown Overlay along frontage lines. Frontage line is defined as "all lot lines that abut a public street." The applicant has submitted specification sheets for bi-fold sliding doors located at the recessed storefront roughly 12 ft. from the frontage line. Thus, the applicant meets the requirements.

#### <u>Signage</u>

As noted above, the applicant is proposing to restore and relocate the existing signage, which reads "Dick O' Dows" with the words "Irish Pub" flanking either side. The principle building frontage measures 24 ft. wide, which permits 24 sq. ft. of signage. The existing sign measures roughly 48.3 sq. ft. in area. However, because the applicant is proposing a restoration of the sign and not a new sign, the applicant may maintain this nonconformity pursuant to Article 2, Section 2.01 (B) of the Sign Ordinance, which states "the maintenance and/or repair of a properly licensed sign shall not require a sign permit, unless changing the advertising material and/or copy." Additionally, the applicant is proposing to utilize the existing four gooseneck light fixtures to illuminate the sign, which is permitted within the Central Business Historic District.

#### Glazing

As the applicant is proposing to renovate the existing storefront, which includes new windows within the recess, the applicant will be required to meet the Glazing standards outlined in Article 3, Section 3.04 of the Zoning Ordinance which requires transparent areas equal to 70% of its portion of the facade, between one and eight feet from the ground. Additionally, only clear glazing is required on the first floor, which is currently defined as 80% Visual Light Transmittance.

The applicant has not submitted glazing calculations for the new storefront at this time. Additionally, the applicant has noted on the storefront elevation that the glass will contain a Visual Light Transmittance of 66% minimum, which does not meet the current ordinance of 80%. Thus, the applicant must submitted glazing calculations and specification sheets with clarity figures for the new storefront glazing.

#### Projections into the Right-of-Way

The applicant is proposing an awning that projects 3 ft. 4 in. into the W. Maple right-ofway. Article 4, Section 4.74 (D)(4)(c)(i) states that removable architectural elements such as awnings, canopies, marquees may be approved by the Historic District Commission to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports on public property. Encroachments with less than 15 ft. of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 ft., whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure. The sidewalk in front of Dick O' Dows is 6 ft. wide, which permits a 4 ft. awning projection. The proposed awning meets the requirements and applicant obtained approval from the Historic District Commission for the projections into the right-of-way.

#### Outdoor Dining

As the applicant is proposing to add a new outdoor dining area, the requirements of Article 4, Section 4.44 must be met, including the following:

- Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
- All outdoor activity must cease at the close of business.
- All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
- In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 ft.

In the front of the building, the outdoor dining plan shows a trash receptacle located behind the entry column within the patio. Furthermore, the site plan contains a dimension of the sidewalk, as well as the width of the clear walking path between the existing approved dining platform and the chairs that encroach upon the sidewalk at 5 ft. as required. Finally, the applicant has submitted specification sheets for the proposed tables and chairs to ensure their construction meets the outdoor dining standards of wood and metal.

As for the rear, the plans submitted show a trash receptacle at the north end of the patio, and the existing patio line versus the new patio line. The applicant submitted a document with the dimensions of the alley with the new patio installed showing a dimension of 16 ft. 4 in. at the slimmest. The proposed expansion from the originally approved 5-table temporary patio will extend 4 ft. beyond the property line into the Willits Alley. Article 3, Section 3.16 (D)(1) states that "to maintain access for service vehicles, a 10 foot wide clear zone (extending 22 feet in height), must be maintained for all Active Vias." The proposed 16 ft. 4 in. travel lane meets this requirement. As for tables and chairs, the applicant has submitted specification sheets detailing a wood and metal construction, meeting the requirements.

The Willits Alley is classified as an Active Via. An Active Via is defined as an alley with a mix of uses and activities used by pedestrians/bicyclists for travel, some commercial activities, pausing for respite, outdoor dining, etc. with shared use by service vehicles (deliveries, trash removal, etc.). However, Article 3, Section 3.16 (A) states that the following uses are permitted within Active, Connecting and Destination Vias:

- 1. Retail sales and display;
- 2. Public plazas and informal gathering spaces;
- 3. Art display; and
- 4. Community Gardens.

In addition, the following uses are also permitted within Connecting and Destination Vias:

- 1. Outdoor dining: and
- 2. Special Events.

It would appear as though there is a conflict between the definition of Active Via, which includes outdoor dining, and the permitted uses of each classification of Via, which seems to preclude outdoor dining in Active Vias. The Planning Board should discuss this inconsistency in the context of the original intent of the Activation Overlay District.

8.0	<b>Required Attachments</b>
0.0	Required Actuorinents

	Submitted	Not Submitted	Not Required
Existing Conditions Plan			$\boxtimes$
Detailed and Scaled Site Plan	$\boxtimes$		
Certified Land Survey			$\boxtimes$
Interior Floor Plans			$\boxtimes$
Landscape Plan			$\boxtimes$
Photometric Plan			$\boxtimes$
Colored Elevations	$\boxtimes$		
Material Specification Sheets	$\boxtimes$		
Material Samples		$\boxtimes$	
Site & Aerial Photographs	$\boxtimes$		

#### 9.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

In addition, Article 7, Section 7.26 requires applications for a Special Land Use Permit to meet the following criteria:

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
- (2) The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

#### 10.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use and Final Site Plan/Design Review application for 160 W. Maple – Dick O' Dows – with the following conditions:

- 1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing;
- 2. The Planning Board approves outdoor dining in the Willits Alley Active Via;
- 3. All outdoor activity must cease at the close of business;
- 4. The applicant must comply with the requests of all City Departments.

#### 11.0 Sample Motion Language (Final Site Plan & Design Review)

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 160 W. Maple – Dick O' Dows – with the following conditions:

- 1. The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;
- 2. The Planning Board approves outdoor dining in the Willits Alley Active Via;
- 3. All outdoor activity must cease at the close of business;
- 4. The applicant must comply with the requests of all City Departments.

#### OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 160 W. Maple – Dick O' Dows – pending receipt of the following:

1. The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;

#### OR

Motion to recommend the **DENIAL** to the City Commission the Final Site Plan & Design Review for 160 W. Maple – Dick O' Dows – for the following reasons:

1.	
2.	
3.	

#### 12.0 Sample Motion Language (Special Land Use Permit)

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 160 W. Maple – Dick O' Dows – subject to the conditions of Final Site Plan & Design Review approval.

#### OR

Motion to **POSTPONE** the Special Land Use Permit for 160 W. Maple – Dick O' Dows – pending receipt of the following:

1.	
2.	
3.	
0.	

#### OR

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit for 160 W. Maple – Dick O' Dows – for the following reasons:

1.	
2.	
3.	

#### Zoning Compliance Summary Sheet Final Site Plan Review 160 W. Maple – Dick O' Dows

#### Existing Site: 1-Story Commercial Building

Zoning: B4 (Business-Residential) & D4 (Downtown Overlay)

Land Use: Commercial

#### Existing Land Use and Zoning of Adjacent Properties:

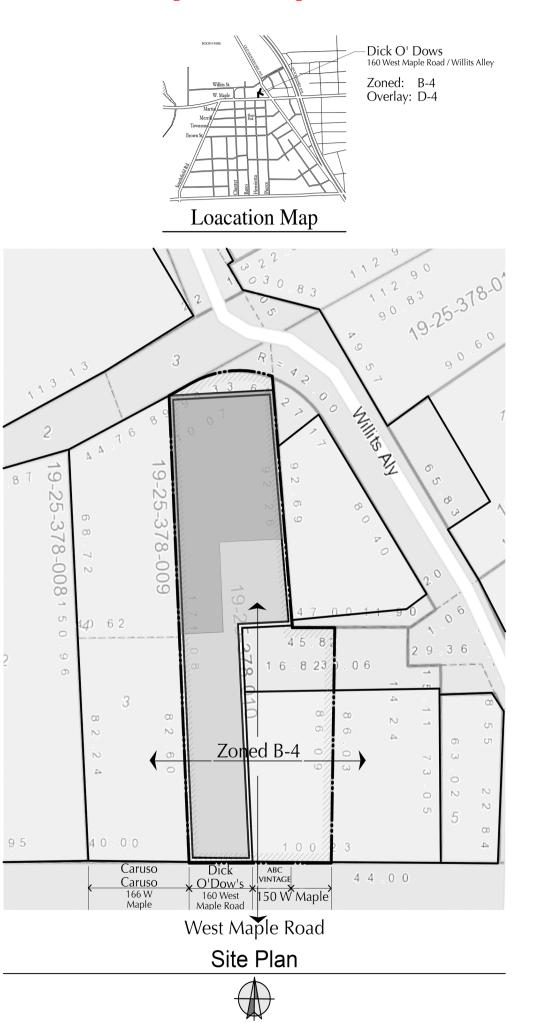
	North	South	East	West
Existing Land Use	Mixed Use	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business- Residential)	B4 (Business- Residential)	B4 (Business- Residential)	B4 (Business- Residential)
Overlay Zoning District	D4	D4	D4	D4

Land Area:	Existing: Proposed:	0.02 ac. 0.02 ac.
Dwelling Units:	Existing: Proposed:	0 units 0 units
Minimum Lot Area/Unit:	Required: Proposed:	N/A N/A
Min. Floor Area /Unit:	Required: Proposed:	N/A N/A
Max. Total Floor Area:	Required: Proposed:	100% for commercial, office 100% Commercial (900 sq. ft.)
Min. Open Space:	Required: Proposed:	N/A N/A
Max. Lot Coverage:	Required: Proposed:	N/A N/A

Front Setback:	Required: Proposed:	0 ft. 0 ft. (no changes proposed)
Side Setbacks	Required: Proposed:	0 ft. 0 ft. (no changes proposed)
Rear Setback:	Required: Proposed:	Equal to adjacent buildings 5 ft. (no changes proposed)
Min. Front+Rear Setback	Required: Proposed:	N/A N/A
Max. Bldg. Height:	Permitted: Proposed:	80 ft., 5 stories 16 ft., 1 story (no changes proposed)
Min. Eave Height:	Required: Proposed:	58 ft. 14 ft. (no changes proposed)
Floor-Ceiling Height:	Required: Proposed:	12 ft. None listed
Front Entry:	Required: Proposed:	On frontage line On frontage line (no changes proposed)
Absence of Bldg. Façade:	Required: Proposed:	32 in. screenwall N/A
Opening Width:	Required: Proposed:	25 ft. N/A
Parking:	Required: Proposed:	0 spaces 0 spaces (no changes proposed)
Min. Parking Space Size:	Required: Proposed:	180 sq. ft. N/A
Parking in Frontage:	Required:	Off-street parking contained in the first story shall not be permitted within 10 feet of any building facade on a frontage line or between the building facade and the frontage line.
	Proposed:	No parking in 1st story (no changes proposed)
Loading Area:	Required: Proposed:	None None

Screening:

Parking:	Required: Proposed:	32 in. masonry screen wall N/A
Loading:	Required: Proposed:	Minimum 6 ft. screen wall N/A
Rooftop Mechanical:	Required: Proposed:	Fully screened from public view None (no changes proposed)
Elect. Transformer:	Required: Proposed:	Obscured from public view N/A
Dumpster:	Required: Proposed:	6 ft. masonry w/ wood gate None (no changes proposed)



CHRISTOPHER JLONGE AIA A R C H I T E C T U R E I N T E R I O R S

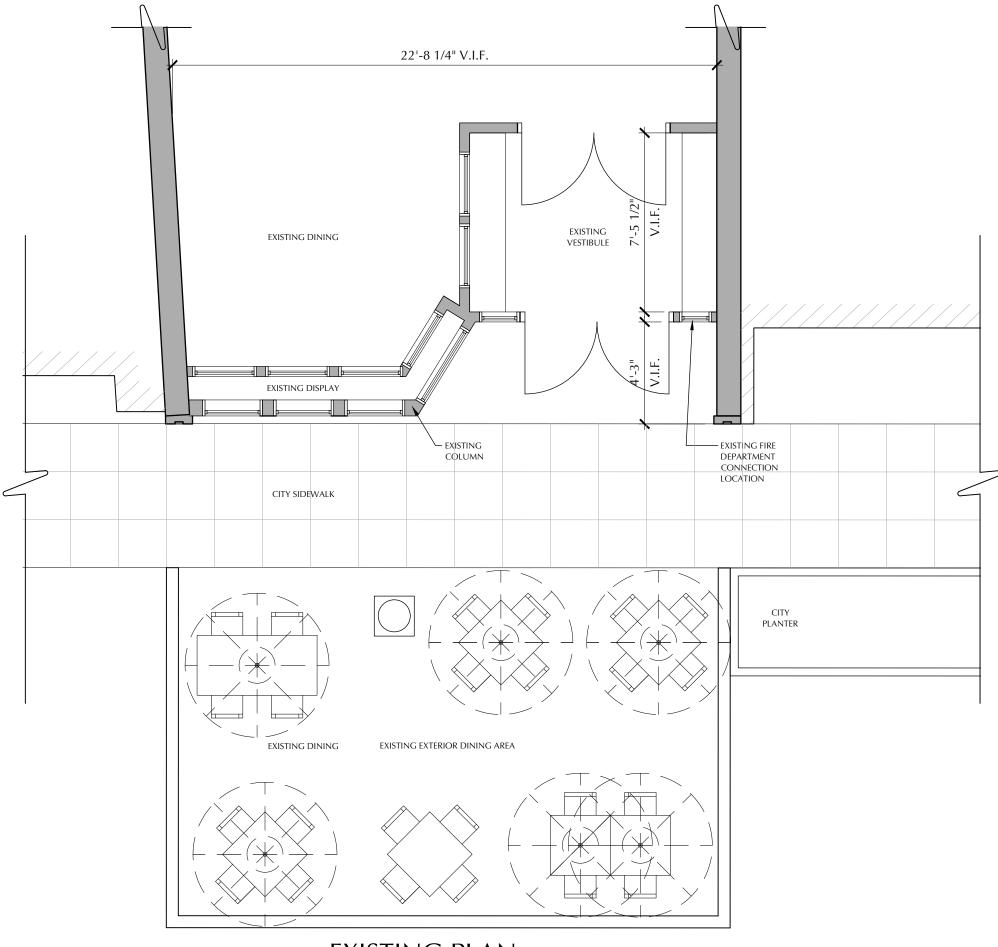
124 Peabody, Birmingham, Michigan 48009 248.258.6940





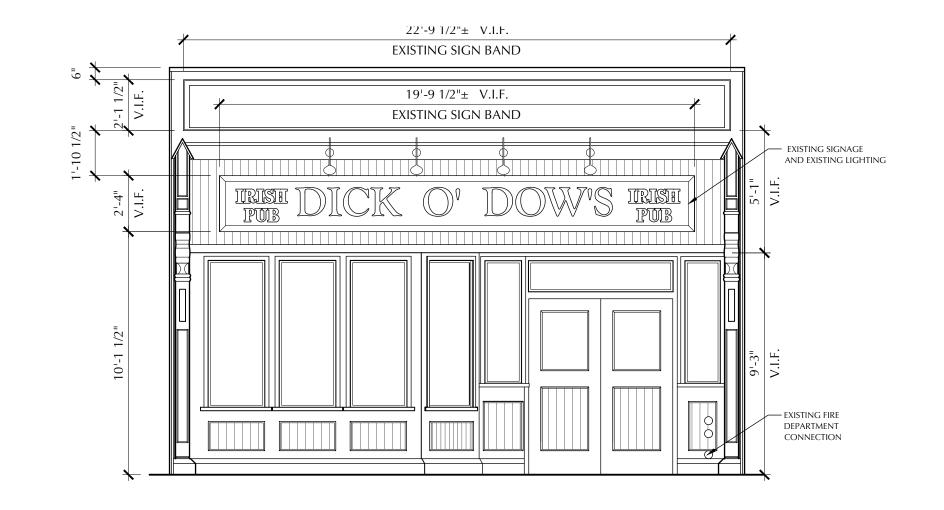


Dick O'Dows 160 West Maple Birmingham, Michigan 48009



# EXISTING PLAN

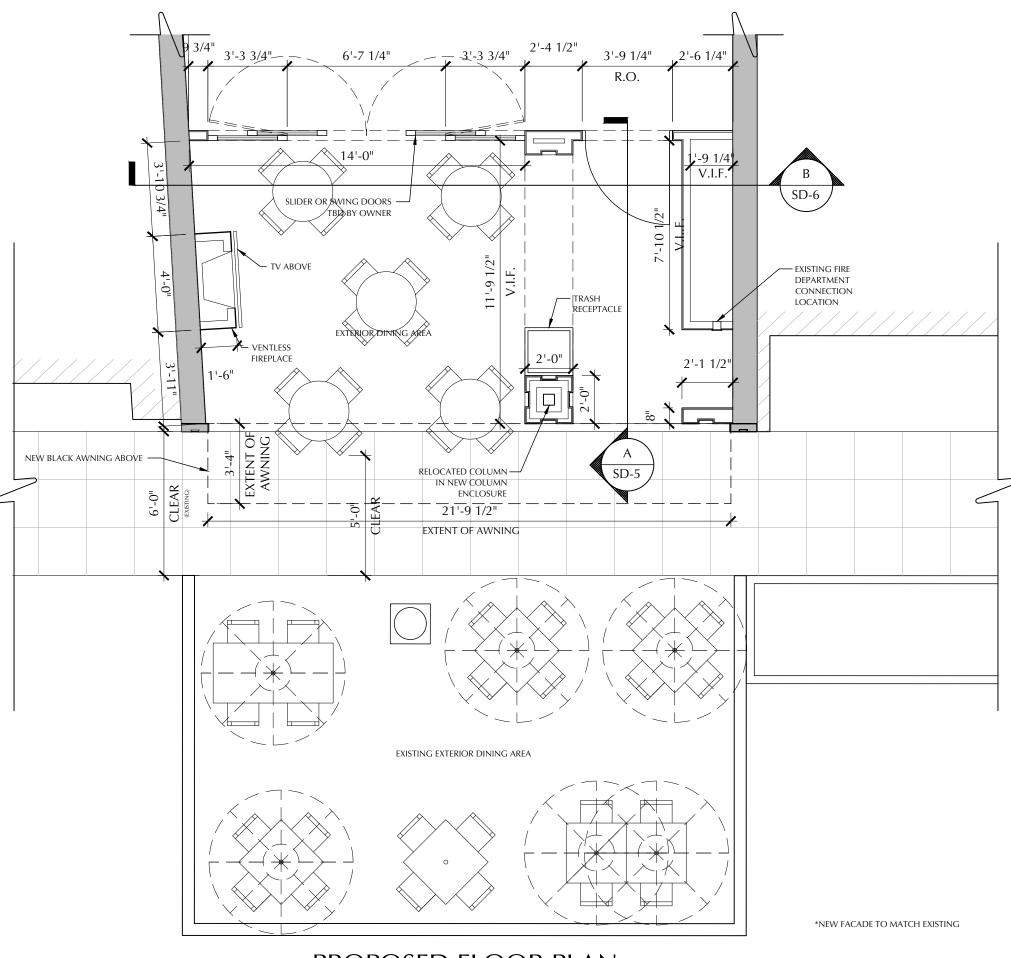




# EXISTING ELEVATION



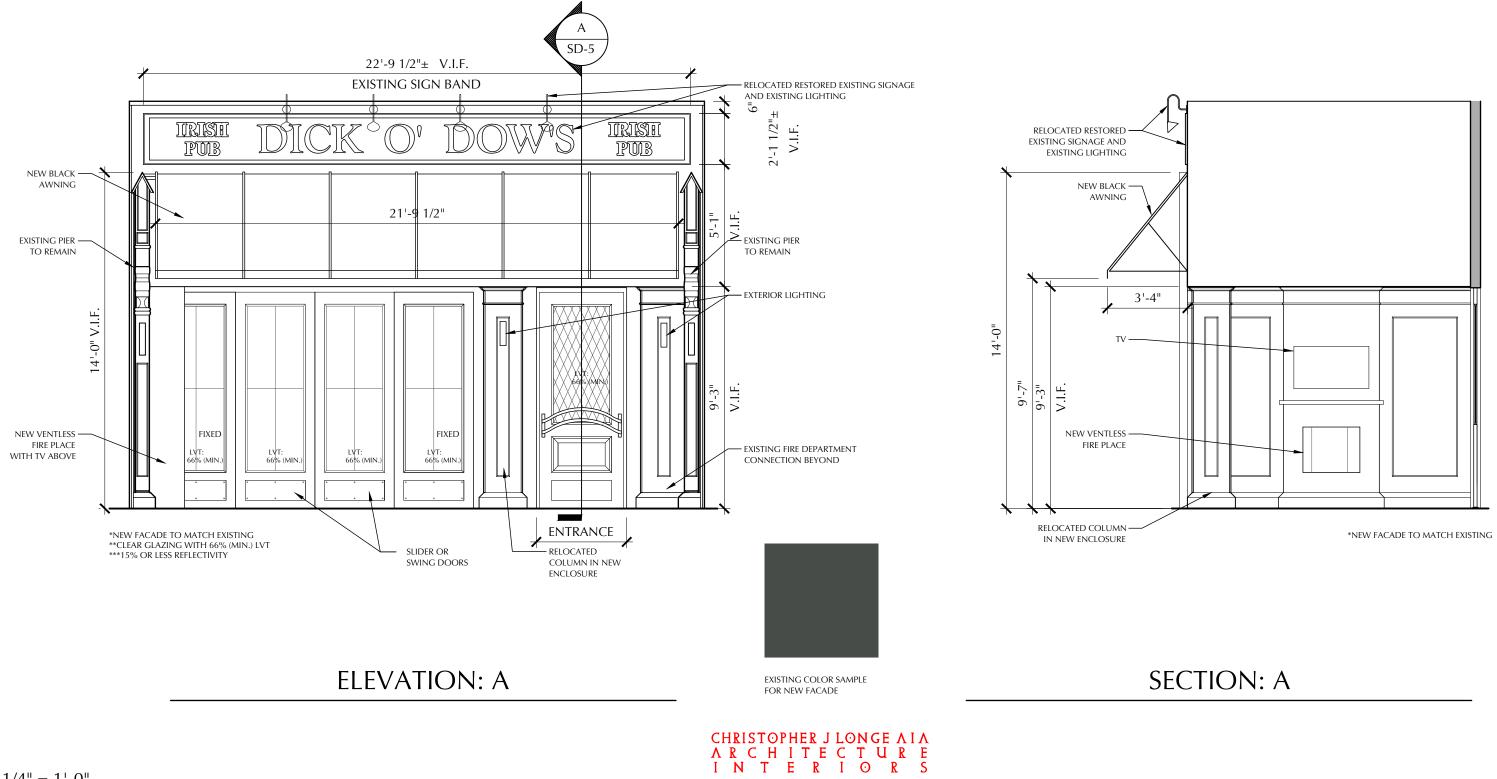




PROPOSED FLOOR PLAN

CHRISTOPHER JLONGE AIA A R C H I T E C T U R E I N T E R I O R S 124 Peabody, Birmingham, Michigan 48009 248.258.6940

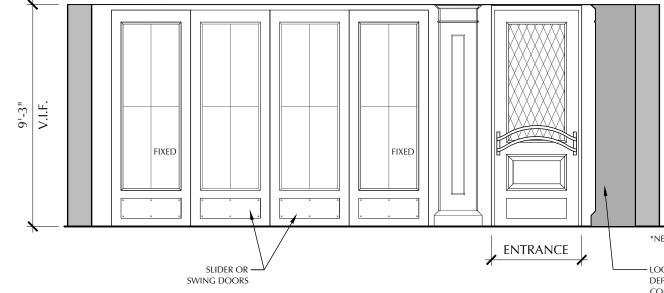




124 Peabody, Birmingham, Michigan 48009 248.258.6940

08.03.2021 SD.5

### Dick O'Dows 160 West Maple Birmingham, Michigan 48009

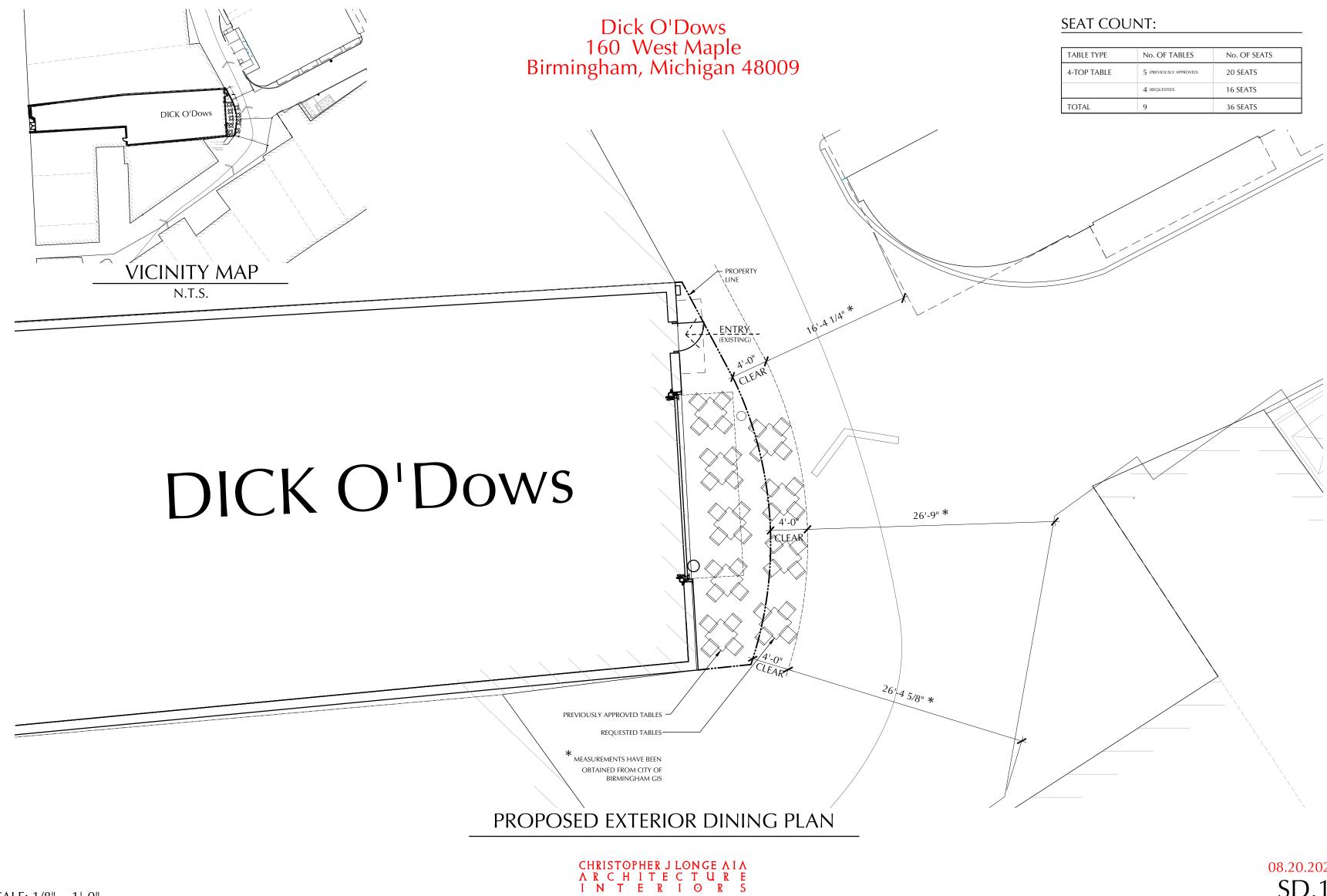


### SECTION: B

CHRISTOPHER J LONGE AIA A R C H I T E C T U R E I N T E R I O R S 124 Peabody, Birmingham, Michigan 48009 248.258.6940 \*NEW FACADE TO MATCH EXISTING

– LOCATION OF FIRE DEPARTMENT CONNECTION EQUIPMENT



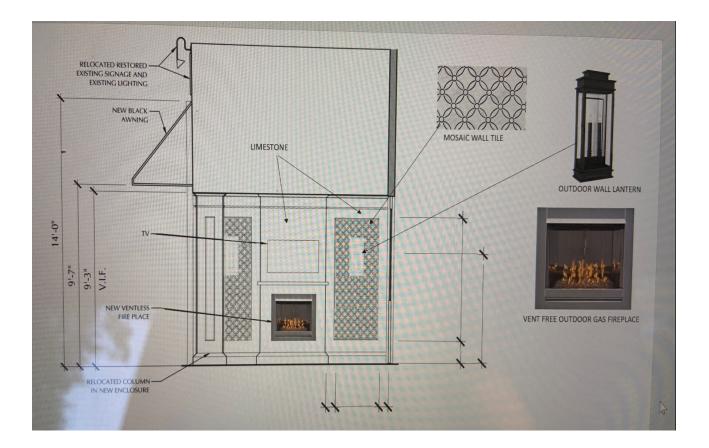


igan 48009 248.258.6940

TABLE TYPE	No. OF TABLES	No. OF SEATS
4-TOP TABLE	5 (previously approved)	20 SEATS
	4 (REQUESTED)	16 SEATS
TOTAL	9	36 SEATS



### FEATURE WALL



### FIREPLACE-FEATURE WALL



# Bluegrass Living Vent Free Stainless Outdoor Gas Fireplace Insert With Reflective Crystal Glass Media - 24,000 BTU, Manual Control - Model# BL450SS-G

The Bluegrass Living ventless outdoor stainless steel gas fired fireplace insert is the first affordable fireplace designed to resist the elements for outdoor use. The outdoor zero clearance fireplace insert uses parts and materials that are made from 304 grade stainless steel sourced in the USA. This assures a long and reliable life in the outdoor environment.

The beautiful and alluring fire glass burner meets almost every need for a classy, modernized element to any outdoor space. The most stunning effect is created as the reflective glass emits a mesmerizing sparkle throughout the fireplace insert. The sloped H-burner is made from 304 stainless steel and produces 24,000 BTU.

The fireplace front panel has a brushed stainless finish that will enhance any patio or outdoor living room. The inner firebox panels are made from a bright reflective stainless steel that "mirror" the flames on all sides of the firebox allowing you to enjoy your outdoor gas fireplace from various angles.

You and your family members can relax and enjoy your new outdoor living space while you watch the flames dancing through the large bed of reflective crystal fire glass media that comes standard with your fireplace.

#### This Product Is Proudly Assembled in the USA Using Parts Manufactured in the USA!

- Designed, Engineered, Assembled and Tested in the USA.
- Skilled American workers manufacture parts, assemble and test our products.
- Only high-quality materials and parts are used in the manufacturing of our products.
- Our factory features state of the art manufacturing equipment.
- Product ships from our domestic warehouse in Kentucky, USA.

### **Product Features:**

- 24,000 Maximum Btu/hr.
- Configured for Natural Gas Operation
- Liquid Propane (LP) Conversion Kit Included
- Manual On/Off Gas Control Valve
- 304 Stainless Steel Sloped H-Burner
- Zero Clearance Fireplace Insert Design
- Stainless Steel Draw Screen Barrier
- Viewing Area: 25 3/4" W x 20 3/8" H
- Venting Type: Vent-Free
- No chimney or venting required
- Reflective Stainless Steel Firebox Panels
- Glass media burner pan creates a beautiful, large bed of flames

- Space saving design the slim profile of the firebox inserts takes up less living space
- Includes a drain tray to help direct any water or moisture that collects beneath the firebox
- Fuel saving design less BTUs while maintaining an ideal flame effect
- Easy start ignition with a battery assisted Piezo igniter
- ANSI Z21.97 listed / PFS Certified
- Product Dimensions: 31 9/16" Front Width (with front panel installed) x 26 1/8" Rear Width x 31 9/16" Height x 13 1/4" Depth
- Product Weight: 5 lbs.
- Outdoor Vent-Free Fireplace Model Number: BL450SS-G
- Some assembly required
- Manufactured in the USA
- 1 Year Limited Warranty

10 lb. Bag, Premium Reflective Emerald Green - Model# 14REMGM

\*\*Comes Standard with model BL450SS-G Outdoor Fireplace

#### LOG & GRATE UPGRADE

7 pcs. Concrete Log Set for 450 Stainless Outdoor Fireplace with Stainless Steel Log Grate - Model# LS450SS-G

#### FIBER BRICK LINERS

Fiber Liner, Vintage Red - Model# FLB450-VR

Fiber Liner, Sandstone - Model# FLB450-S

Fiber Liner, Slate Gray - Model# FLB450-SG

### FEATURE WALL LIGHTING



# SPECIFICATIONS

HEIGHT	22.5"
WIDTH	9"
EXTENSION	5"
EXTENSION	5"

BACKPLATE

9" x 20" Rectangle

#### WATTAGE

2 - 60 C

## FEATURE WALL TILE

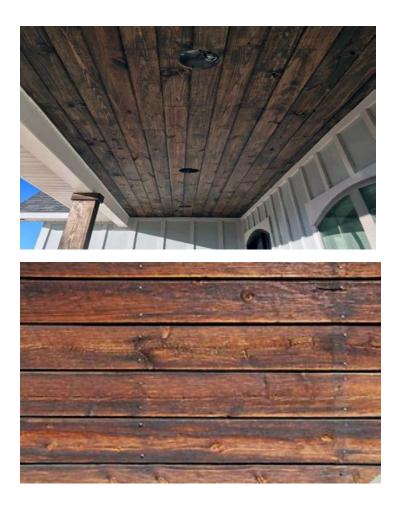


- APPROX SIZE
- 11 x 11
- BRAND
- Rush River
- EDGE
- Rectified
- FINISH
- Polished
- MATCHING TRIM
- No
- MATERIAL TYPE
- Marble

- PIECE PER BOX
- 10

С

### CEILING AND SECOND WALL

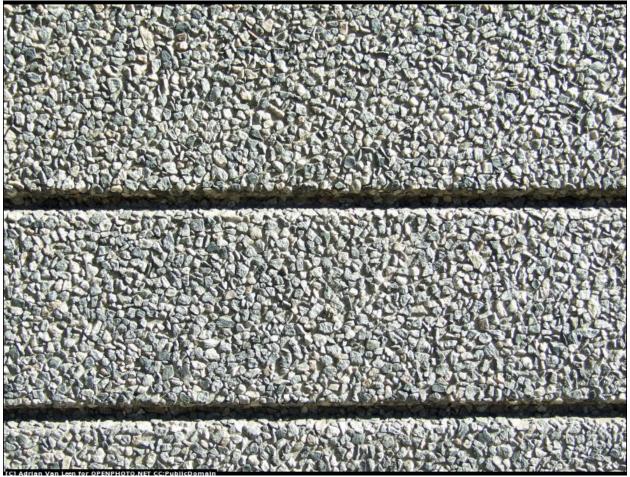


#### 98-INCH W X 38-INCH H X 1-INCH D ROUGH SAWN ENDURATHANE FAUX WOOD SIDING PANEL, WEATHERED MAHOGANY

by Ekena Millwork



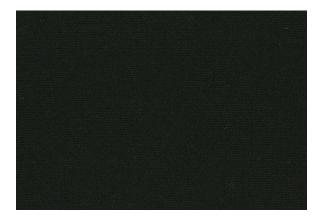
Aggregate-match the existing city sidewalk



## <u>AWNING</u>

## Sunbrella Canvas Black 5408-0000 Elements Collection Upholstery Fabric





 This fabric has passed liquid resistance testing in accordance with AATCC 42 and 127.

Level	Test	Liquid Challenge	Result	
1	AATCC 42 Impact Penetration	Water	≤4.5g	Μ
2	AATCC 42 Impact PenetrationAATCC 127 Hydrostatic Pressure	WaterWater	≤1.0g ≥20cm	L
3	AATCC 42 Impact PenetrationAATCC 127 Hydrostatic Pressure	WaterWater	≤1.0g≥50c	mМ

## DOOR WALL ORIGIN BI FOLD DOOR 3+3

Origin Bi-Fold Door

Unlike any other door, our bi-folds provide a completely uninterrupted view when open, and the flexibility to enjoy your indoor and outdoor space as one. The large expanses of glass sit within an ultra-strong aluminium profile.



Profile Specification Features Options and extras Outer Frame Depth 75mm Sash Depth 59mm Individual Sash Sightline 49mm Hingestile Glass to Glass Sightline 110mm Track Height (not including rebate) 50mm Weathered Threshold Height (including 18mm upstand) 67mm (including rebate) Non-weathered Threshold Height 50mm Mobility Threshold Height 20mm Up to a 20-year guarantee\*\* Hafi stainless steel handle as standard The doors are bottom running and incorporate a unique free glide carriage assembly, which uses acetal rollers with sealed SKF stainless steal bearings on an 8mm hardened stainless steel axle Square bead internally Packaged in kit form for easy transportation and installat



### Exterior paint color : See below Black Magic

https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/paint-colors-by-family/SW6991-black-magic



### Recessed outdoor heater x 4 on ceiling:



E18R Outdoor Electric 43-Inch Patio Heater by RADtec

\$780.00

Wattage: 1800W Voltage: 220-240V Amps: 7.8Amp Plug Type: Pigtailed (Hard Wired) No glow / zero light emission IPX4 water-resistant (protected against splashing water) Remote control included Mounting kit materials included \*Only Available in Black

### **FURNITURE-SAME AS EXSITING ON MAPLE PATIO**

### New England Collection Outdoor Side Chair with Barn Wood-Inspired Poly Slats

East Coast Chair & Barstool

(No reviews yet) <u>Write a Review</u> SKU: W-NEWEN-SCH-BLK-BARN Shipping: <u>LTL Freight</u> Usage: Outdoor

Spec Sheet

- Black Powder Coated Frame
- Barn Wood-Inspired Poly Lumber Slats
- Ribbed Legs Offer Additional Support



New England Collection Outdoor Round Table Top with Barn Wood-Inspired Poly Slats

#### East Coast Chair & Barstool

(No reviews yet) <u>Write a Review</u> SKU: W-NEWEN-R-BLK-BARN Shipping: <u>LTL Freight</u> Usage: Outdoor

Spec Sheet

- Black Powder Coated Frame
- Barn Wood-Inspired Poly Lumber Slats
- Umbrella Hole Optional for 36" Table Top



#### DICK O DOWS TILE ACCENT WALL \_ORIGINAL C

### ACCENTS (Shown as a group of 4 pieces)



Feathers Black & White ELO DEBW FEATHERS



Original B Black, Grey & White ELO DEBG ORIGINALB



Original B Light Blue ELO DELB ORIGINALB



C

Ta E

\*\*\*\*\*\*\*

S

B

E

Original C Grey ELO DEGR ORIGINALC



Original D Grey ELO DEGR ORIGINALD



Original D Taupe ELO DETA ORIGINALD



Original Z Black & White ELO DEBW ORIGINALZ



Restored M Black, Grey & White ELO DEBG RESTOREDM

#### TECHNICAL INFORMATION

V2 Slight Variation

Suitable for all residential applications as well as medium commercial and light institutional.

**Full Cartons Only** 

**Frost Resistant** 

 $\mathsf{DCOF}: \geq 0.42$ 

Value Priced Product

FINISH

Matte

See for full collection. Lead times may vary.

#### DECO ANTHOLOGY STOCK PORCELAINCERAMIC TILES INTERNATIONAL

CTI.DECO-ANTHOLOGY.PORCELAIN.MAIN.jpg

TECHNICAL INFORMATION

V1 Uniform Appearance

Black is suitable for countertops, walls and floors for normal foot traffic.

Grey, Light Blue, Taupe and all decos are suitable for all residential applications as well as medium commercial and light institutional.

White is suitable for all residential and heavy commercial and institutional foot traffic.

Full Cartons Only

Frost Resistant

DCOF: ≥ 0.42

SIZE/DESCRIPTION

8" x 8"

ACCENTS

8" x 8" Feathers

- 8" x 8" Original B
- 8" x 8" Original C
- 8" x 8" Original D
- 8" x 8" Original Z
- 8" x 8" Restored M
- 8" x 8" Starlight

FINISH

Matte

See for full collection. Lead times may vary



611 N. Walnut Grove Ave., Bloomington, IN 47405-2208 · (812) 855-7636 http://igs.indiana.edu · IGSinfo@indiana.edu

July 23, 2015

Tim Sproull

Indiana Limestone Company

The Indiana Geological Survey performed standard ASTM test C97 Absorption and Bulk Specific Gravity, C99 Modulus of Rupture, C170 Compressive Strength, C241 Abrasion Resistance of Stone Subjected to Foot Traffic, and C880 Flexural Strength of Dimension Stone on specimens of stone known as Salem Limestone originating from the Indiana Limestone Company Central (Victor) quarry. Analysis of stone in this report was completed on July 23 2015. The results are included below.

C99, C170, and C880 specimens were tested with a model 60 BTE Baldwin-Satec hydraulic press using the required fixtures and ASTM procedures for these tests. Standard ASTM E4 is used to calibrate this press on a yearly basis. The required balance and water bath were used for ASTM C-97 specimens. The accuracy of load values for test specimens was +/- 0.5% for C99, C170, and C880.

Sincerely,			
Drew M. Packman			
Materials Testing Facility C	oordinator		
Indiana Geological Survey			





Absorption (%)       Bulk Specific Gravity         001       4.91       2.27         002       4.79       2.28         003       4.84       2.27         AVG=4.84       AVG=2.27         Low=4.79       Low=2.27         High=4.91       High=2.28         C99 - Modulus of Rupture         Wet Perpendicular (psi)       663         005       712         006       609         607       634         008       648         AVG       653         009       704         010       744         011       764         012       658         013       763         AVG       843         Dry Perpendicular (psi)       004         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       809         020       776         021       794         022       743         023       801	<u>BUFF</u> C97 –Absorption and Bulk Specij	fic Grav	
002 4.79 2.28 003 4.84 2.27 AVG=4.84 AVG= 2.27 Low=4.79 Low= 2.27 High=4.91 High= 2.28 C99 - Modulus of Rupture Wet Perpendicular (psi) 004 663 005 712 006 609 007 634 008 648 AVG 653 Wet Parallel (psi) 009 704 010 744 011 764 012 658 013 763 AVG 727 Dry Perpendicular (psi) 014 776 015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801			
003 4.84 2.27 AVG=4.84 AVG= 2.27 Low=4.79 Low= 2.27 High=4.91 High= 2.28 C99 - Modulus of Rupture Wet Perpendicular (psi) 004 663 005 712 006 609 007 634 008 648 AVG 653 Wet Parallel (psi) 009 704 010 744 011 764 012 658 013 763 AVG 727 Dry Perpendicular (psi) 014 776 015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801			
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$			
Low=4.79 High=4.91 High= 2.28 C99 - Modulus of Rupture Wet Perpendicular (psi) 004 663 005 712 006 609 007 634 008 AVG 009 007 009 704 010 704 010 704 011 764 012 658 013 AVG Dry Perpendicular (psi) 014 776 015 806 016 832 017 797 018 1004 AVG Dry Parallel (psi) 019 020 776 021 794 022 743 023 801	003	4.84	2.27
High=4.91 High=2.28 C99 - Modulus of Rupture Wet Perpendicular (psi) 004 663 005 712 006 609 007 634 008 648 AVG 009 704 010 009 704 010 009 704 010 009 704 011 764 012 658 013 AVG 727 Dry Perpendicular (psi) 014 776 015 806 016 832 017 797 018 1004 AVG Dry Parallel (psi) 019 020 776 021 794 022 743 023 801	AVG	5=4.84	AVG= 2.27
C99 – Modulus of Rupture         Wet Perpendicular (psi)         004       663         005       712         006       609         007       634         008       648         AVG       653         Wet Parallel (psi)       009         009       704         010       744         011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)       014         015       806         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       019         019       809         020       776         021       794         022       743         023       801			
Wet Perpendicular (psi)         004       663         005       712         006       609         007       634         008       648         AVG       653         Wet Parallel (psi)       704         010       744         011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)       714         014       776         015       806         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       724         020       776         021       794         022       743         023       801	High	า=4.91	High= 2.28
Wet Perpendicular (psi)         004       663         005       712         006       609         007       634         008       648         AVG       653         Wet Parallel (psi)       704         010       744         011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)       714         014       776         015       806         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       724         020       776         021       794         022       743         023       801			
004 663 005 712 006 609 007 634 008 648 AVG 653 Wet Parallel (psi) 009 704 010 744 011 764 012 658 013 763 AVG 727 Dry Perpendicular (psi) 014 776 015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801			
005       712         006       609         007       634         008       648         AVG       653         Wet Parallel (psi)       609         009       704         010       744         011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)       714         014       776         015       806         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       019         020       776         021       794         022       743         023       801			
006       609         007       634         008       648         AVG       653         Wet Parallel (psi)       609         009       704         010       744         011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)       014         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       019         020       776         021       794         022       743         023       801		663	
007       634         008       648         AVG       653         Wet Parallel (psi)       704         009       704         010       744         011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)       716         014       776         015       806         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       019         019       809         020       776         021       794         022       743         023       801	005	712	
008       648         AVG       653         009       704         010       744         011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)       714         014       776         015       806         016       832         017       797         018       1004         AVG       843         019       809         020       776         021       794         022       743         023       801	006	609	
AVG Wet Parallel (psi) 009 009 704 010 744 011 764 012 658 013 763 763 763 763 727 014 776 015 806 016 832 017 776 015 806 016 832 017 797 018 1004 AVG 843 0 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	007	634	
Wet Parallel (psi)       704         009       704         010       744         011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)       716         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       019         019       809         020       776         021       794         022       743         023       801	008	648	
009       704         010       744         011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)         014       776         015       806         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       019         019       809         020       776         021       794         022       743         023       801	AVG	653	
010 744 011 764 012 658 013 763 AVG 727 Dry Perpendicular (psi) 014 776 015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	Wet Parallel (psi)		
011       764         012       658         013       763         AVG       727         Dry Perpendicular (psi)       014         014       776         015       806         016       832         017       797         018       1004         AVG       843         Dry Parallel (psi)       019         020       776         021       794         022       743         023       801	009	704	
012 658 013 763 AVG 776 014 776 015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	010	744	
013 AVG Dry Perpendicular (psi) 014 776 015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	011	764	
AVG 727 Dry Perpendicular (psi) 014 776 015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	012	658	
Dry Perpendicular (psi) 014 776 015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	013	763	
014 776 015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	AVG	727	
015 806 016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	Dry Perpendicular (p	osi)	
016 832 017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	014	776	
017 797 018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	015	806	
018 1004 AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	016	832	
AVG 843 Dry Parallel (psi) 019 809 020 776 021 794 022 743 023 801	017	797	
Dry Parallel (psi)         809           019         809           020         776           021         794           022         743           023         801	018	1004	
019809020776021794022743023801	AVG	843	
019809020776021794022743023801	Dry Parallel (psi)		
021     794       022     743       023     801		809	
022 743 023 801	020	776	
022 743 023 801	021	794	
023 801	022	743	
AVG 784	023	801	
	AVG	784	



C170 – Com	pressive Strength		
	Wet Perpendicular (ps	si)	
024		6317	
025		4612	
026		6745	
027		5527	
028		5476	
AVG		5735	
AVG	Wet Parallel (psi)	5755	
029		4257	
020		4423	
031		6243 3396	
032			
033		5150	
AVG		4693	
004	Dry Perpendicular (ps		
034		4325	
035		7615	
036		7261	
037		7083	
038		6622	
AVG		6581	
	Dry Parallel (psi)		
039		6552	
040		3155	
041		6366	
042		6184	
043		6972	
AVG		5845	
C241 – Abro	asion Resistance to Foo		
	Dry Perpendicular (%)		
047		6.7	
048		7.2	
049		7.1	
AVG		7.0	
	Dry Parallel (%)		
044		7.0	
045		7.1	
046		7.2	
AVG		7.1	



C880 – Flex	exural Strength	
	Wet Perpendicular (psi)	
050	462	
051	611	
052	489	
053	564	
054	598	
AVG	544	
	Wet Parallel (psi)	
055	562	
056	555	
057	577	
058	521	
059	569	
AVG	556	
	Dry Perpendicular (psi)	
060	745	
061	702	
062	562	
063	728	
064	816	
AVG	716	
	Dry Parallel (psi)	
065	682	
066	661	
067	708	
068	791	
069	692	
AVG	706	
	,	





611 N. Walnut Grove Ave., Bloomington, IN 47405-2208 · (812) 855-7636 http://igs.indiana.edu · IGSinfo@indiana.edu

GRAV

<u>GRAY</u>			
C97 – Absorption and	l Bulk Specific Gravi	ity	
	Absorption (%)	Bulk Specific Gravit	у
001	4.62	2.31	
002	4.57	2.32	
003	4.60	2.32	
	AVG=4.60	AVG= 2.32	
	Low=4.57	Low= 2.32	
	High=4.62	High= 2.32	
	-	-	
C99 – Modulus of Ru	pture		
	Perpendicular (psi)		
004	819		
005	808		
006	816		
007	769		
008	752		
AVG	793		
	Wet Parallel (psi)		
009	729		
010	814		
011	778		
012	747		
013	750		
AVG	764		J   -
Dry F	Perpendicular (psi)		
014	966		
015	932		
016	859		
017	857		
018	867		
AVG	793	· -	
	Dry Parallel (psi)		
019	940		
020	943		
021	946		
022	913		
023	871		
AVG	922		



C170 – Compressive	Strength	
Wet	Perpendicular (psi)	
024	6254	
025	5962	
026	5677	
027	5410	
028	5009	
AVG	5662	
	Wet Parallel (psi)	
029	4230	
030	4339	
031	3995	
032	3862	
033	3649	
AVG	4015	
	Perpendicular (psi)	
034	6431	
035	7550	
036	4763	
037	7115	
038	7060	
AVG	6583	
	Dry Parallel (psi)	
039	5414	
040	6297	
041	5969	
042	4801	
043	3892	
AVG	5274	
	sistance to Foot Traffic	
Dry Perj	pendicular (%)	
047	10.1	
048	10.6	
049	10.5	
AVG	10.4	
Dry Para	allel (%)	
044	8.5	
045	9.0	
046	8.7	
AVG	8.7	
	-	





C880 – Flexural Stre	ngth	
Wet	Perpendicular (psi)	
050	648	
051	573	
052	552	
053	548	
054	605	
AVG	585	
	Wet Parallel (psi)	
055	614	
056	635	
057	539	
058	589	
059	579	
AVG	591	
	Perpendicular (psi)	
060	672	
061	648	
062	616	
063	683	
064	727	
AVG	669	
	Dry Parallel (psi)	
065	844	
066	800	
067	838	J
068	745	
069	742	
AVG	793	









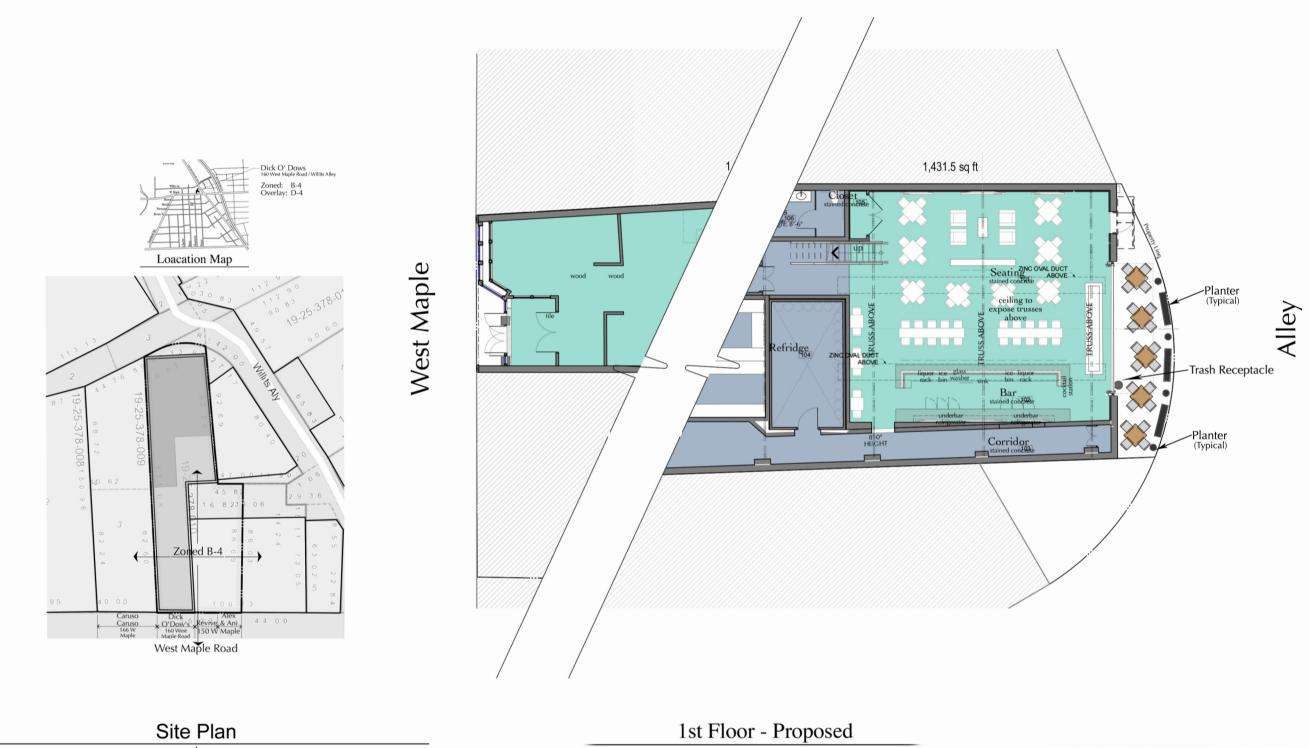






## O' Dow's Exchange

160 West Maple Road / Willits Alley Birmingham, Michigan 48009



1/8" = 1'-0"



CHRISTOPHER J. LONGE AIA A R C H I T E C T U R E I N T E R I O R S 124 Peabody, Birmingham, Michigan 48009 248.258.6940







2/21/2020

facture \$100.00	
THEARTS REPORTS	
C. cD.	
City of Bi	rmingham
	A Walkable Community

CTTY OF DIRMINSHAM Date 07/12/2021 3:43:51 PM Ruf 00181516 Receipt 583460 Amount 42,700.00

### Special Land Use Permit Application

Planning Division

Form will not be processed until it is completely filled out.

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Mitcheil Block	
160 W. Maple	Ra
BIRMINGHOU 1	mt 4800
mber:	
er:	
ress:	
	11 theil Block. 160 w. Maple Bikhingha nber:

#### 3. Applicant's Attorney/Contact Person

Name:		1	
Address:	N (	X	
	N	X	
Phone Number:		/ /	
Fax Number:			
Email address:			

#### 5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
  - A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
  - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
  - iii. A certified Land Survey;
  - iv. Interior floor plans;

#### 6. Project Information

Address/Location of the property: 10 W. Mgple
FIRDIGHOM Mt 48001
Name of development: Dick. O Lows
Sidwell #:
Current Use:
Proposed Use:
Area of Site in Acres: 900 59 ++-
Current zoning:
Is the property located in the floodplain?
Name of Historic District Site is located in:
Date of Historic District Commission Approval:
Date of Application for Preliminary Site Plan:
Date of Preliminary Site Plan Approval:

#### 2. Property Owner

Name: We LEVINS	du
Address: 28/6 Toble	's Carp
Beverly Hills	m
Phone Number: 218-76	-222
Fax Number:	and the second s
Email address:	

#### 4. Project Designer/Developer

Name:	CIRIS	lon	2		
Address:					
1	BIPMI	nongm	Mt	480	69
Phone Nur	nber:	18-33	0-95	-98-	
Fax Numb	er:			• • 18	
Email addr	ess: C)	brideo	Cila	agaig.	CON
	5		9	1	- Internet

- v. A Landscape Plan;
- vi. A Photometric Plan;
- vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

Date of Application for Final Site Plan:

Date of Final Site Plan Approval:
Date of Application for Revised Final Site Plan:
Date of Revised Final Site Plan Approval:
Date of Design Review Board Approval:
Is there a current SLUP in effect for this site?
Date of Application for SLUP:
Date of SLUP Approval:
Date of Last SLUP Amendment:
Will proposed project require the division of platted lots?

Will proposed project require the combination of platted lots?

#### 7. Details of the Proposed Development (attach separate sheet if necessary) We would addittion add an to tabler with an We are requesting addittion 27 seats. the Willits to use Sft of city proprety IN Hey which we user COVID tho Samo CIVPG 8. Buildings and Structures Number of Buildings on Site: Use of Buildings: Height of Buildings & # of Stories: Height of Rooftop Mechanical Equipment: 9. Floor Use and Area (in Square Feet) Proposed Commercial Structures: Total basement floor area:\_\_\_\_\_ Office Space:\_\_\_\_\_ Number of square feet per upper floor:\_\_\_\_\_ Retail Space: Total floor area:\_\_\_\_\_\_ Floor area ratio (total floor area ÷ total land area):\_\_\_\_\_ Industrial Space: Assembly Space: Seating Capacity:\_\_\_\_\_\_ Maximum Occupancy Load:\_\_\_\_\_\_ Open space:\_\_\_\_\_ Percent of open space: Proposed Residential Structures: Total number of units: Rental units or condominiums? Number of one bedroom units: Size of one bedroom units:\_\_\_\_\_ Number of two bedroom units: Size of two bedroom units: Number of three bedroom units: Size of three bedroom units: Open space:\_\_\_\_\_ Seating Capacity: Percent of open space: Maximum Occupancy Load: Proposed Additions: Total basement floor area, if any, of addition:\_\_\_\_\_ Use of addition:\_\_\_\_\_ Number of floors to be added: Square footage added per floor: Height of addition:\_\_\_\_\_ Office space in addition: Total building floor area (including addition): Retail space in addition: Industrial space in addition: Floor area ratio (total floor area ÷ total land area): Assembly space in addition: Open Space:\_\_\_\_\_ Percent of open space:\_\_\_\_\_ Maximum building occupancy load (including addition): 10. Required and Proposed Setbacks Required front setback:\_\_\_\_\_ Proposed front setback: Required rear setback: Proposed rear setback\_\_\_\_\_ Required total side setback: Proposed total side setback: Side setback: Second side setback: 11. Required and Proposed Parking Required number of parking spaces: Proposed number of parking spaces: Typical angle of parking spaces: Typical size of parking spaces: Number of spaces <180 sq. ft.:\_\_\_\_\_ Typical width of maneuvering lanes: Location of parking of site: Number of handicap spaces: Shared parking agreement? Number of light standards in parking area: Height of light standards in parking area: Screenwall material: Height of screenwall:

construction of the second and and a second second second second

# 12. Landscaping

Location of landscape areas:\_\_\_\_\_ \_\_\_\_\_ 

# 13. Streetscape

Sidewalk width:	
Number of benches:	7
Number of planters:	
Number of existing street trees:	
Number of proposed street trees:	
Streetscape plan submitted?	

# 14. Loading

Required number of loading spaces:	
Typical angle of loading spaces:	
Screenwall material:	
Location of loading spaces on site:	

# **15. Exterior Waste Receptacles**

Required number of waste rece	ptacles:
Location of waste receptacles:	<i>n</i> ,
Screenwall material:	

# 16. Mechanical Equipment

# Utilities and Transformers:

Number of ground mounted transformers:	
Size of transformers (L•W•H):	
Number of utility easements:	
Screenwall material:	

# **Ground Mounted Mechanical Equipment:**

Number of ground mounted units:	
Size of ground mounted units (L•W•H):	
Screenwall material:	

# **Rooftop Mechanical Equipment:**

Number of rooftop units:	
Type of rooftop units:	

Screenwall material: Location of screenwall:\_\_\_\_\_

# **17. Accessory Buildings**

Number of accessory buildings:\_\_\_\_\_ Location of accessory buildings:

# 18. Building Lighting

Number of light standards on building:\_\_\_\_\_

Proposed landscape material:

and a second second

Description of benches or planters:

Species of existing trees:

Species of proposed trees:

Proposed number of loading spaces: Typical size of loading spaces: Height of screenwall: Typical time loading spaces are used:

Proposed number of waste receptacles: Size of waste receptacles: Height of screenwall:

Location of all utilities & easements:

Height of screenwall:

Location of all ground mounted units:

Height of screenwall:

Location of all rooftop units: Size of rooftop units (L•W•H): Percentage of rooftop covered by mechanical units: Height of screenwall:\_\_\_\_\_

\_\_\_\_\_

Distance from rooftop units to all screenwalls:

Size of accessory buildings: Height of accessory buildings:

Type of light standards on building:

Size of light fixtures (L•W•H):	
Maximum wattage per fixture:	
Light level at each property line:	

# **19. Site Lighting**

Number of light fixtures:	
Size of light fixtures (L•W•H):	
Maximum wattage per fixture:	
Light level at each property line:	

# **20. Adjacent Properties**

Number	of	properties	within	200	ft.:
--------	----	------------	--------	-----	------

# Property #1

Number of buildings on site:	
Zoning district:	A 54
Use type:	
Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	

# Property #2

Number of buildings on site:	
Zoning district:	
Use type:	
Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	

# Property #3

Number of buildings on site:	
Zoning district:	
Use type:	
Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	

# Property #4

Number of buildings on site:	
Zoning district:	
Use type:	
Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	

# Property #5

Number of buildings on site:	
Zoning district:	
Use type:	
Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	

	1. A 1.
Type of light fixtures:	
Height from grade:	- AS1
Proposed wattage per fixture:	
Holiday tree lighting receptacles:	

Proposed wattage per fixture:

Property Description:

Height from grade:

North, south, east or west of property?

Property Description:

North, south, east or west of property?

Property Description:\_\_\_\_\_

North, south, east or west of property?

Property Description:\_\_\_\_\_

North, south, east or west of property?

Property Description:

North, south, east or west of property?

The undersigned states the above information is true and correct, <u>and understands that it is the</u> <u>responsibility of the applicant to advise the Planning Division and / or Building Division of any</u> <u>additional changes made to an approved site plan</u>. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Signature of Owner:	Maral C Louns	<u>orc</u> Date:	7/1/2021
Signature of Applicant:		Date:	
Print Name:	211		
Signature of Architect:	gange.	Date:	4
Print Name:	Alpta MARE		
-	Office Use Only	0	
Application #:	Date Received:	Fee:	
Date of Approval:	Date of Denial:	Accepted by:	

City of	BirminghamN	<b>IEMORANDUM</b> Planning Division
DATE:	September 1 <sup>st</sup> , 2021	
TO:	Historic District Commission	
FROM:	Nicholas Dupuis, City Planner	
SUBJECT:	160 W. Maple – Dick O' Dows – Design I	Review
Zoning:	B4 (Business-Residential) & D4 (Downtown C	Overlay)

Existing Use: Commercial

# Introduction

The applicant has submitted a Design Review application for façade renovations to the existing Dick O' Dows restaurant in Downtown Birmingham. The subject site is located on the north side of Maple, west of Pierce St. The building is not a designated historic resource in the City. However, the building is located within the Central Business Historic District, and is directly adjacent to the historic Leonard Building.

# **Building Exterior**

The proposed façade renovations include a removal of a portion of the existing storefront and interior dining area to create a new outdoor dining area in a recessed entryway. The building would retain the existing façade above 9 ft. 3 in., although the existing sign is proposed to be restored and relocated and an awning is proposed above the storefront. In general, the applicant is proposing to match the existing style and color of the existing façade. Please see the following table for a list of all proposed materials:

Material	Location	Color
Sunbrella Canvas	Awning above storefront	Black
Wood & Glass Swing Doors	Storefront	Black Magic
Wood & Glass Entry Door	New storefront	Black Magic
Glass	New storefront	Clear 66% VLT
Limestone	Feature wall (north)	Natural
Mosaic Wall Tile	Feature wall (north)	White Mosaic
Ventless fireplace	North side of recess	-
Wood	Column enclosure	Match existing

As the building is located in the Downtown Overlay, there are specific architectural standards that must be met in regards to façade materials and design:

- 1. At least 90% of the exterior finish material on all facades that face a street shall be limited to the following: glass, brick, cut stone, cast stone, coarsely textured stucco, or wood. Dryvit or E.F.I.S is prohibited.
- 2. Storefronts shall be directly accessible from public sidewalks. Each storefront must have transparent areas, equal to 70% of its portion of the facade, between one and eight feet from the ground. The wood or metal armature (structural elements to support canopies or signage) of such storefronts shall be painted, bronze, or powder-coated.
- 3. Facade openings, including porches, windows, and colonnades, shall be vertical in proportion.
- 4. Sliding doors and sliding windows are prohibited along frontage lines.
- 5. Facades may be supplemented by awnings, which shall be straight sheds without side flaps, not cubed or curved. Awnings shall be between 8 and 12 feet above sidewalk grade at the lower drip edge.

At this time, it appears as though the applicant meets the majority of the Downtown Overlay Architectural Standards. The existing façade is predominantly wood and glass, the proposal contains façade openings that are vertically proportioned, and the awnings are straight shed with no side flaps and is 8 ft. above grade.

Additionally, the design plans submitted contain a note at the new window system indicating that they could be sliding or swing doors. Slider doors are not permitted in the Downtown Overlay along frontage lines. Frontage line is defined as "all lot lines that abut a public street." The applicant has submitted specification sheets for bi-fold sliding doors located at the recessed storefront roughly 12 ft. from the frontage line. Thus, the applicant meets the requirements.

# Signage

As noted above, the applicant is proposing to restore and relocate the existing signage, which reads "Dick O' Dows" with the words "Irish Pub" flanking either side. The principle building frontage measures 24 ft. wide, which permits 24 sq. ft. of signage. The existing sign measures roughly 48.3 sq. ft. in area. However, because the applicant is proposing a restoration of the sign and not a new sign, the applicant may maintain this nonconformity pursuant to Article 2, Section 2.01 (B) of the Sign Ordinance, which states "the maintenance and/or repair of a properly licensed sign shall not require a sign permit, unless changing the advertising material and/or copy." Additionally, the applicant is proposing to utilize the existing four gooseneck light fixtures to illuminate the sign, which is permitted within the Central Business Historic District.

# Lighting

The applicant is proposing two new light fixtures at the entry columns along Maple Rd. and two of the same fixtures on the feature wall on the north side of the recess. The applicant has submitted specification sheets for the proposed fixtures, and it appears as though the fixtures will not significantly alter the light distribution or illuminance on a site. Thus, a photometric plan was not required by the Planning Division pursuant to Article 4, Section 4.21 (C) of the Zoning

Ordinance. Additionally, these lighting elements appear to be fully cutoff as defined by Article 9, Section 9.02.

# Planning and Zoning

As the building/site is not changing its use or size, there are no bulk, height or area requirements that must be reviewed at this time. However, a review of the following planning and zoning issues is warranted based on the proposed façade renovation:

 <u>Glazing</u> – As the applicant is proposing to renovate the existing storefront, which includes new windows within the recess, the applicant will be required to meet the Glazing standards outlined in Article 3, Section 3.04 of the Zoning Ordinance which requires transparent areas equal to 70% of its portion of the facade, between one and eight feet from the ground. Additionally, only clear glazing is required on the first floor, which is currently defined as 80% Visual Light Transmittance.

The applicant has not submitted glazing calculations for the new storefront at this time. Additionally, the applicant has noted on the storefront elevation that the glass will contain a Visual Light Transmittance of 66% minimum, which does not meet the current ordinance of 80%. Thus, **the applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.** 

- Projections into the Right-of-Way The applicant is proposing an awning that projects 3 ft. 4 in. into the W. Maple right-of-way. Article 4, Section 4.74 (D)(4)(c)(i) states that removable architectural elements such as awnings, canopies, marquees may be approved by the Historic District Commission or Planning Board to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports on public property. Encroachments with less than 15 ft. of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 ft., whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure. The sidewalk in front of Dick O' Dows is 6 ft. wide, which permits a 4 ft. awning projection. The proposed awning meets the requirements. Thus, the applicant obtained approval from the Planning Board for the projections into the right-of-way on August 25<sup>th</sup>, 2021.
- <u>Outdoor Dining</u> As the applicant is proposing to add a new outdoor dining area, the requirements of Article 4, Section 4.44 must be met, including the following:
  - Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
  - All outdoor activity must cease at the close of business.
  - All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.

 In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 ft.

In the front of the building, the outdoor dining plan shows a trash receptacle located behind the entry column within the patio. Furthermore, the site plan contains a dimension of the sidewalk, as well as the width of the clear walking path between the existing approved dining platform and the chairs that encroach upon the sidewalk at 5 ft. as required. Finally, the applicant has submitted specification sheets for the proposed tables and chairs to ensure their construction meets the outdoor dining standards of wood and metal.

As for the rear, the plans submitted show a trash receptacle at the north end of the patio, and the existing patio line versus the new patio line. The applicant submitted a document with the dimensions of the alley with the new patio installed showing a dimension of 16 ft. 4 in. at the slimmest. The proposed expansion from the originally approved 5-table temporary patio will extend 4 ft. beyond the property line into the Willits Alley. Article 3, Section 3.16 (D)(1) states that "to maintain access for service vehicles, a 10 foot wide clear zone (extending 22 feet in height), must be maintained for all Active Vias." The proposed 16 ft. 4 in. travel lane meets this requirement. As for tables and chairs, the applicant has submitted specification sheets detailing a wood and metal construction, meeting the requirements.

	Submitted	Not Submitted	Not Required
Detailed and Scaled Site Plan	$\boxtimes$		
Interior Floor Plans	$\boxtimes$		
Landscape Plan			$\boxtimes$
Photometric Plan			$\boxtimes$
Colored Elevations	$\boxtimes$		
Material Specification Sheets		$\boxtimes$	
Material Samples			$\boxtimes$
Site & Aerial Photographs	$\boxtimes$		

# **Required Attachments**

# **Design Standards**

Article 7, Section 7.09 states that the Design Review Board shall review all documents submitted pursuant to this section and shall determine the following:

- 1. All of the materials required by this section have been submitted for review.
- 2. All provisions of this Zoning Ordinance have been complied with.

- 3. The appearance, color, texture and materials being used will preserve property values in the immediate neighborhood and will not adversely affect any property values.
- 4. The appearance of the building exterior will not detract from the general harmony of and is compatible with other buildings already existing in the immediate neighborhood.
- 5. The appearance of the building exterior will not be garish or otherwise offensive to the sense of sight.
- 6. The appearance of the building exterior will tend to minimize or prevent discordant and unsightly properties in the City.
- 7. The total design, including but not limited to colors and materials of all walls, screens, towers, openings, windows, lighting and signs, as well as treatment to be utilized in concealing any exposed mechanical and electrical equipment, is compatible with the intent of the urban design plan or such future modifications of that plan as may be approved by the City Commission.

# Planning Division Analysis

Based on the requirements of Article 7, Section 7.09, the Planning Division recommends that the Historic District Commission **APPROVE** the Design Review application for 160 W. Maple – Dick O' Dows – with the following condition:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.

# Sample Motion Language

Motion to **APPROVE** the Design Review application for 160 W. Maple – Dick O' Dows with the following conditions:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.

# OR

Motion to **POSTPONE** the Design Review application for 160 W. Maple – Dick O' Dows – pending receipt of the following:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.

# OR

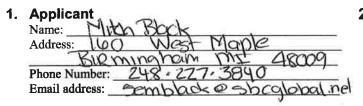
Motion to **DENY** the Design Review application for 160 W. Maple – Dick O' Dows – for the following reasons:



作言于 00018117285

# Design Review Application Planning Division

Form will not be processed until it is completely filled out



Project Contact Person	4.
Name: Shokay or Mitch Block	
Address: 160 W. Maple	
Bremingram Mt 48009	_
Phone Number: 248-227-3840 5 248-736484	σ
Email address: <u>Semidode@ Socoldocil.net</u>	

# 5. Required Attachments

3.

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
  - i. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
  - ii. Colored elevation drawings for each building elevation;
  - iii. A Landscape Plan (if applicable);
  - iv. A Photometric Plan (if applicable);
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;

# 6. Project Information

Address/Location of the property: 160 W.

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	312m ngram

# 2. Property Owner LEVINSON LOOM BROPENTIES Name: DAULA C LEUNSON Address: <u>B2519 FLODLERS COVE</u> <u>BEVENI Y 14115 ME 48625</u> Phone Number: <u>248 - 766 - 2226</u> Email address: <u>1001030053</u> @ YAMOO, COM

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ate 07/08/2021-3:00:28 PM

# I. Project Designer/Developer

Name:	Sharkon Black.
Address:	Z144 Gapland
	BIRMINGHAN MY 48009
Phone Nur	nber: 248- 736.4840
Email addr	ess: Sonblack @ Socatobal.net

- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

<ul> <li>→ If so, which?</li> <li>Will the project require a variance?</li> <li>→ If so, how many?</li> <li>Has the project been reviewed by another board?</li> </ul>	
	Ð
$\rightarrow$ If so, which?	

# 7. Details of the Proposed Development (attach separate sheet if necessary)

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0	2					

Required number of parking spaces:	Number of underground parking levels:
Proposed number of parking spaces:	Typical size of parking spaces:
Location of parking on site:	1 ypical width of maneuvering lanes:
Location of parking off site:	Number of handicap spaces:
Shared parking agreement?	Screenwall material:
Size of surface parking lot:	Height of screenwall:
D. Landscaping Location of landscape areas:NA	
Location of landscape areas:	Proposed landscape material:
	· · · · · · · · · · · · · · · · · · ·
0. Streetscape Sidewalk width: N\/ Number of benches:	Number of existing street trees
Number of henches	Number of proposed street trees:
Number of electory	Number of proposed street trees:           Number of waste receptacles:
Number of planters:	
1. Loading	
Required number of loading spaces: NA	Typical size of loading spaces:
Proposed number of loading spaces:	Screenwall material:
Location of loading spaces on site:	Screenwall material:
2 Exterior Wests Desertables	
2. Exterior Waste Receptacles	Size of waste recontrology
Required number of waste receptacles:	Size of waste receptacles:
Proposed number of waste receptacles:	Screenwall material:
Location of waste receptacles:	
3. Mechanical Equipment	
Utilities and Transformers:	
Number of ground mounted transformers:	Size of transformers (L•W•H):
Location of all utilities & easements:	Screenwall material:
2 . a	Height of screenwall:
+	
Ground Mounted Mechanical Equipment:	
Number of ground mounted units:	Size of ground mounted units (L•W•H):
Location of all ground mounted units:	Screenwall material:
	Height of screenwall:
Rooftop Mechanical Equipment:	
Number of rooftop units:	Location of screenwall:
Type of roofton units	Screenwall material
Type of rooftop units:	Screenwall material:
Location of all rooftop units:	Height of screenwall:
	Distance from roomp units to all screenwalls.
4. Building & Site Lighting	
Number of light fixtures on building:	Number of light fixtures on site:
Light level at each property line:	Type of light fixtures on site:
Type of light fixtures on building:	Height from grade:
Location of light fixtures on building:	Location of light fixtures on site:
· · · · · · · · · · · · · · · · · · ·	

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The undersigned states the above information is true and correct, <u>and understands that it is the</u> <u>responsibility of the applicant to advise the Planning Division and / or Building Division of any</u> <u>additional changes made to an approved site plan</u>. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with the same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

LEUINSON- LEUIN PR			7/1/200
Signature of Owner:	aved C Lunn	Date:	7/16/2021
Print name: DAVID C.		O-MANAGER	TRUSTER
Signature of Applicant:	41	Date: _	1-14-21
Print Name:			
Signature of Architect:		Date:	
Print Name:			$\label{eq:static_state} \begin{split} & \mathcal{D}(\mathbf{R}_{\mathbf{p}}) = \mathcal{D}(\mathbf{P}) = \mathcal{D}(\mathbf{P}) = \mathcal{D}(\mathbf{P})$
	Office Use Only		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Application #: PDR21-0011	Date Received: 7.19.2.02.1	Fee: \$350+\$5	0 (+ \$100 bod)
Date of Approval:	Date of Denial:	Accepted By:	



# **Notice Sign Rental Application Community Development**

1.	Applicant Name: Mitch Block Address: 160 W, Maple BLOC Nonan 194 48009 Phone Number: 248 - 727 · 3840 Fax Number: Email address: Sen black o Sbcgbbal.ne	1	Property Owner (EVINSON) Name: Address: 225/9 FIDDLERS DEVELT HILLS, M Phone Number: 248 - 766 Fax Number: Email address: (EVINSON 53 (	COOE T 48025
3.	Project Information Address/Location of Property: 160 W · Maple Name of Development: Dick - O · Powls Area in Acres:		Name of Historic District, if any: Current Use: Current Zoning:	
Th	Date of Board/Commission Review         City Commission:         Planning Board:         Historic District Commission:         Design Review Board:         Design Review Board:         e undersigned states the above information is true and corrected the Notice Sign(s) at least 15 days prior to the date on w	hich	the project will be reviewed by the	ility of the applicant to appropriate board or
cor un im No	nmission, and to ensure that the Notice Sign(s) remains po dersigned further agrees to pay a rental fee and security depo mediately following the date of the hearing at which the proje tice Sign(s) are returned undamaged to the Community Devel mage to the Notice Sign(s) will result in forfeiture of the securi	osted sit fo ct w lopn	during the entire 15 day mandator or the Notice Sign(s), and to remove a as reviewed. The security deposit will nent Department. Failure to return th	y posting period. The Il such signs on the day I be refunded when the
	gnature of Applicant:	/		- 112.
Si	gnature of Applicant:	_		Date: 7-14-21
	Office	Use	-	de se
A	oplication#: Date Received:		Fee:	and the state of the

Date of Denial:

Date of Approval:\_

Reviewed By:

5

City of	Birmingham
-	A Walkable Community

# **MEMORANDUM**

**Engineering Dept.** 

DATE:	September 8, 2021
то:	Tom Markus, City Manager
FROM:	Jim Surhigh, Consultant City Engineer Scott Zielinski, Assistant City Engineer
SUBJECT:	Lakeview Ave Project #2-20(P) Water & Sewer Lateral Special Assessment District Public Hearing of Necessity and Assessment Roll

# INTRODUCTION:

In 2020, Lakeview Ave was reconstructed between Oak Ave and Harmon Street from an un-improved street to an improved street. The Special Assessment District (SAD) associated with the necessary replacement of Water and Sewer Laterals not meeting current City standards as part of the project was not formally established prior to construction. The Engineering Department is requesting the Public Hearing Dates for the sewer and lateral replacement SAD be set.

# BACKGROUND:

In Accordance with current policy, the Engineering Dept. replaced all older sewer laterals (50 years or older) underneath the new proposed pavement for the Lakeview Ave project. In addition, per current policy, all water services less than 1 inch diameter were replaced with a 1 inch diameter service. Services are replaced and are paid for by the property owner at the unit rate quoted by the contractor. This work was part of the improvement project that was to be paid for by special assessment against the benefiting properties.

Lead water services were also replaced as part of the project in accordance with rules established by the Michigan Department of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal and replacement of lead water services between the connection of the Main and the water meter at the residence. Property owners requiring lead water service replacement are not part of this SAD, in accordance with EGLE rules.

LEGAL REVIEW:

The suggested Special Assessment District is consistent with the City Charter, and past precedence, with the exception that the homes that had a lead water service that were replaced all the way to the water meter are excluded from the SAD, in accordance with the revised requirements of the Michigan Dept. of Environmental Quality (MDEQ). No legal review is required.

# FISCAL IMPACT:

The costs being charged will defray the City's costs that were paid to the contractor relative to the pipe installation for the sewer and water service laterals that needed to be replaced. As has been done traditionally, the City is subsidizing this program to a small degree in that inspection and restoration costs are covered by the City as a part of the overall cost of the project.

# SUMMARY:

It is recommended that the City Commission set the public hearing, and authorize the Special Assessment District to defray the cost of the installation of new water and sewer laterals within the project area of the Lakeview Ave Project #2-20(P).

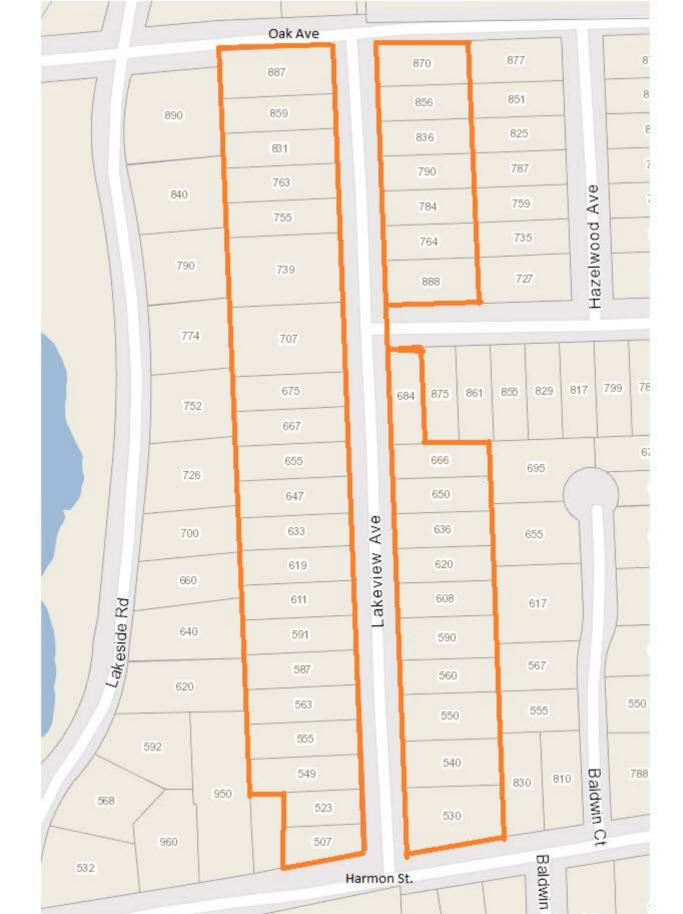
# ATTACHMENTS:

• Map of proposed assessment district.

# SUGGESTED COMMISSION ACTION:

Make a motion to adopt a resolution setting a public hearing on Monday, October 4, 2021, at 7:30 P.M., for the purpose of determining the necessity for the replacement of sewer and water services within the Lakeview Ave Paving project area.

Be it further RESOLVED, that the City Commission meet on Monday, October 25, 2021 at 7:30 P.M. for the purpose of conducting a Public Hearing to Confirm the Assessment Roll for the replacement of sewer and water services in the Lakeview Ave Paving project area.





# **MEMORANDUM**

**Engineering Department** 

DATE:	September 8, 2021
то:	Tom Markus, City Manager
FROM:	Scott Zielinski, Assistant City Engineer, Jim Surhigh, Consulting City Engineer
SUBJECT:	2021 Concrete Sidewalk Repair Program Contract #3-21 (P) Contract Award

# INTRODUCTION:

Bids for the 2021 Concrete Sidewalk Repair Program #3-21(P) were opened on August 17, 2021. Five bids were received for consideration, and the Engineering Department is recommending award of the project to JB Contractors, Inc.

# BACKGROUND:

The 2021 Concrete Sidewalk Repair Program is focused this year on Residential Area 4 and Downtown Area 1B of the City's Sidewalk Repair Program. Area 4 extends in general from Pierce Street to Southfield Rd, and Maple Rd to 14 Mile Road. Area 1B of the downtown generally extends from Old Woodward to Woodward, from Maple Road to Ravine.

The Engineering Department opened and read bids on August 17, 2021. Five (5) bids were received, as listed on the attached summary. Post bid interviews were held with the two lowest read bidders (Merlo Construction Co. and JB Contractors, Inc.) regarding the project scope and schedule.

Based on the results of the post bid interviews with the two low bidders, the engineering department recommends awarding the sidewalk contract to JB Contractors, Inc. JB Contractors, Inc., has past experience in 2016 with the City's sidewalk program, and has shown an understanding for the needs and expectations related to the program's scope of services, schedule, and coordination with both the residents and businesses. While Merlo Construction's Bid was the lowest, they have requested to withdraw their bid due to errors on their part related to the schedule and expectations for coordination of the work with the public. Do to the fact that their bid was in error and due to their request to withdraw, the Engineering department has determined the bid submitted by Merlo to be non-responsive and should not be considered for award.

JB Contractors, Inc. bid was for \$312,625.00, which was less than the Engineer's Estimate of \$383,950.00. The letter recommending award of the project from our engineering consultant, Anderson, Eckstein & Westrick, Inc. (AEW) is attached for reference.

As is required for all of the City's construction projects, JB Contractors, Inc. has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

# LEGAL REVIEW:

The City's standard contract language was used for this bidding document. A legal review was conducted of the recommendation of JB Contractors to be awarded the contract in place of Merlo Construction as Merlo's bid is being considered non-responsive. No legal issues exist based on documentation.

# FISCAL IMPACT:

This project was budgeted for in the 2021/2022 budget and the cost of the project will be charged to the following accounts:

General Sidewalk	101-444.001-981.0100	\$ 156,312.50
Major Streets Fund	202-449.001-981.0100	\$ 18,757.50
Local Streets Fund	203-449.001-981.0100	\$ 75,030.00
Sewer Fund	590-536.001-811.0000	\$ 31,262.50
Water Service Fund	591-537.005-811.0000	\$ 31,262.50
Total		\$ 312,625.00

No Amendments to the 2021/2022 fiscal year budgets are required for this work as there are adequate funds in the Sidewalk fund to accommodate this request.

# PUBLIC COMMUNICATIONS:

Communication with the residents in the project area will include the general project announcement.

# SUMMARY:

It is recommended that the 2021 Concrete Sidewalk Repair Program #3-21(P), be awarded to JB Contractors, Inc.

# ATTACHMENTS:

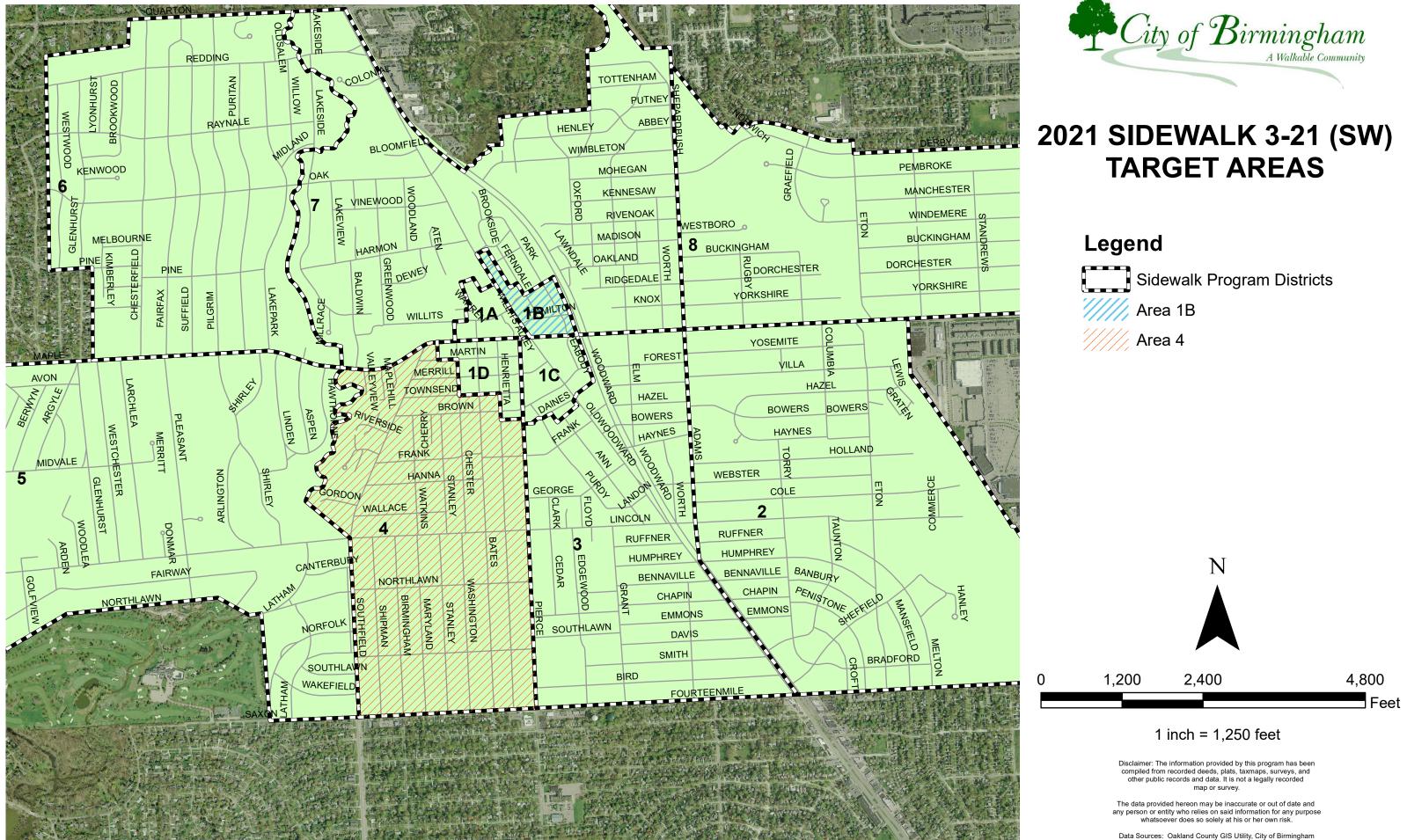
- Project Area Map (one page)
- AEW Recommendation and Bid Summary (12 pages)

# SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the 2021 Concrete Sidewalk Repair Program #3-21(P), to JB Contractors, Inc., contingent upon execution of the agreement and meeting all insurance and bonding requirements. In the amount of \$312,625.00, to be charged to the following accounts;

General Sidewalk	101-444.001-981.0100	\$ 156,312.50
Major Streets Fund	202-449.001-981.0100	\$ 18,757.50
Local Streets Fund	203-449.001-981.0100	\$ 75,030.00
Sewer Fund	590-536.001-811.0000	\$ 31,262.50
Water Service Fund	591-537.005-811.0000	\$ 31,262.50
Total		\$ 312,625.00

Also, to authorize the Mayor to sign the contract on behalf of the City.









# ANDERSON, ECKSTEIN & WESTRICK, INC. CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road Shelby Township, MI 48315 586.726.1234 www.aewinc.com

September 8, 2021

James Surhigh, PE, Consulting City Engineer City of Birmingham 151 Martin Street Birmingham, Michigan 48009

Reference: 2021 Sidewalk Repair Program City of Birmingham Contract No. 3-21(SW) AEW Project No. 0221-0052

Dear Mr. Surhigh:

Enclosed please find the tabulation of the bids received on August 17, 2021 for the above referenced project. Our office has reviewed the tabulation of the five (5) bids received and have attached to this correspondence for reference. In summary, bids received were as follows:

1.	Merlo Construction Company, Inc.	\$ 265,412.50
2.	JB Contractors, Inc.	\$ 312,625.00
3.	Great Lakes Contracting Solutions, LLC	\$ 364,405.00
4.	Century Cement Company, Inc.	\$ 374,800.00
5.	Audia Concrete Construction, Inc.	\$ 402,600.00

This project involves three (3) phases of work summarized as follows:

# Phase 1 – City Wide Scattered Concrete Repairs

This work will involve the replacement of pavement within the roadway and/or sidewalk at approximately 60 locations throughout the City where water main breaks or sewer repairs recently occurred or where water services or sanitary service leads were recently repaired or replaced.

# Phase 2 – Sidewalk Replacement Program – Area 4

This work will involve the removal and replacement of concrete sidewalk flags within Sidewalk Maintenance Area No. 4 that have been identified as being in poor condition or deemed defective. Area No. 4 includes an area bounded by Maple Road to the north, Pierce Street to the east, 14 Mile Road to the south and Southfield Road to the west excluding the Downtown district. Defects encountered include cracked sidewalk,



James Surhigh, P.E. September 8, 2021 Page 2

heaved or uneven sidewalk causing a trip hazard or sidewalks that may be holding water causing ice buildup in the Winter season.

# Phase 3 – Sidewalk ADA Ramp Program

This work will involve the removal of existing concrete sidewalk and sidewalk ramps at various locations within the Downtown district and placement of new sidewalk ramps in compliance with current Americans with Disabilities Act (ADA) requirements.

A pre-award meeting was held with the low bidder; Merlo Construction, on August 26, 2021 to discuss the scope of the project and obtain a better understanding of how the project would be completed within the contract schedule. As part of the bid, contractors were requested to enter the number of days required to complete the project and have full time inspection on site under the line item "Inspector Crew Days." As part of the pre-award meeting, it was noted and discussed only 14 inspector crew days were accounted for in Merlo Construction's bid compared to 40-60 days that would be expected to complete this program. Therefore, for each day work takes place after 14 days on the project, an amount of \$600 would be deducted each day thereafter from monies owed to Merlo Construction. Based upon our discussion with Merlo Construction at the pre-award meeting, they did not have a clear understanding that the work within this program was phased and scattered throughout the City and thought the proposed work is centralized within one specific district of the City. Therefore, Merlo Construction has requested to withdraw their bid from the 2021 Sidewalk Repair Program.

On August 29, 2021, a pre-award meeting was held with the second low bidder; JB Contractors. JB Contractors appeared to have a good understanding of the project scope and appears to have bid an appropriate amount of inspector crew days for this project. JB Contractors has the capacity to begin the work as soon as contracts have been executed for this project; expected towards the end of September. Substantial completion for this project, per the contract documents, is December 17, 2021 with final completion addressing vegetative restoration and punch list items no later than May 27, 2022. JB Contractors anticipates being able to complete all work under this contract within the specified time frame; however, if work cannot be complete prior to December 17, 2021, due to inclement weather, JB Contractors will honor their unit pricing to complete the remaining work in the Spring of 2022.

JB Contractors has completed numerous sidewalk replacement programs, concrete patch repair programs and small concrete reconstruction projects for several municipalities in Southeast Michigan and have completed several projects in the past administered by our office. JB Contractors is also prequalified by the Michigan Department of Transportation for sidewalk construction and concrete pavement



James Surhigh, P.E. September 8, 2021 Page 3

patching. Our office has found JB Contractors to be very knowledgeable of this type of work and provide quality work within budget and within a timely manner.

Therefore, based upon the bids submitted, references and past experience, we recommend that the 2021 Sidewalk Repair Program be awarded to JB Contractors, Inc. 2933 Military Street, Detroit, Michigan 48209 at their bid amount of \$312,625.00.

If you have any questions or require any additional information, please feel free to contact me at any time.

Sincerely,

yelle

R. Ryan Kern, P.E. Senior Project Engineer

Enclosures: Bid Tabulation

cc: Scott Zielinski, P.E., Assistant City Engineer, City of Birmingham Chris Morton, Senior Engineering Technician, City of Birmingham Stephen V. Pangori, P.E., AEW

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TABULATION OF BIDS

2021 CONCRETE SIDEWALK REPAIR PROGRAM CONTRACT #3-21(SW) AEW PROJECT NO. 0221-0052

DATE: 8/17/2021 TIME: 2:00PM

VENDOR RANKING

Prepared by: Anderson, Eckstein and Westrick, Inc. 51301 Schoenherr Road Shelby Township, MI 48315

BID TOTAL	265,412.50	312,625.00	364,405.00	374,800.00	402,600.00
GENERAL WORK ITEMS	24,900.00 \$	68,000.00 \$	76,500.00 \$	48,000.00 \$	67,000.00 \$
2021 SIDEWALK ADA RAMP PROGRAM	128,350.00 \$	133,150.00 \$	159,430.00 \$	171,050.00 \$	189,650.00 \$
2021 SIDEWALK PROGRAM 20. (AREA 4)	55,612.50 \$	63,050.00 \$	80,550.00 \$	93,950.00 \$	77,850.00 \$
2021 CITY WIDE SCATTERED CONCRETE REPAIRS	56,550.00 \$	48,425.00 \$	47,925.00 \$	61,800.00 \$	68,100.00 \$
2021	69	\$	\$	\$	\$
RANK VENDOR NAME	Merlo Construction Co., Inc.	JB Contractors, Inc.	Great Lakes Contracting Solutions, LLC	Century Cement Company, Inc.	Audia Concrete Construction, Inc.
RANK		2	ę	4	5

\*\*Merlo's Bid is non-responsive and is not to be considered for award.\*\*

	JB Contractors, Inc. 2933 Military Detroit: MI 48209	Unit Price Amount		48.00 12,000.00	9.50 11,400.00	82.00 8,200.00	26.50 1,325.00	3.00 3,000.00	500.00 2,500.00	2,000.00 10,000.00	48,425.00		50.00 2,500.00	8.00 49,600.00	9.00 10,800.00	3.00 150.00	63,050.00		15.00 7,500.00	50.00 42,500.00	8.00 56,000.00	9.00 900.00	47.00 9,400.00	300.00 3,000.00	600.00 2,400.00	5.00 1,000.00
	Merlo Construction Co., Inc. 4964 Technical Drive Milford MI 48381	Unit Price Amount		50.00 12,500.00	7.00 8,400.00	50.00 5,000.00	28.00 1,40 <b>D</b> .00	2.25 2,250.00	400.00 2,000.00	5,000.00 25,00 <mark>0</mark> .00	56,550.00			7.00 <b>a.o</b> <b>3</b> ,400.00			no 25,612.50 av			50.00 30.42,500.00	7.00 49,000.00	10.00 1,000.00	40.00 8,000.00	400.00 4,000.00	725.00 <b>d</b> 2,90 <b>0</b> .00	2.25 450.00
		 Quantity Units L		250 LF	1,200 SF	100 SYD	50 SYD	1,000 LF	5 EA	5 EA	D CONCRETE REPAIRS		50 LF	6,200 SF	1,200 SF	50 LF	SIDEWALK PROGRAM (AREA 4)		500 SF	850 LF	7000 SF	100 SF	200 SF	10 EA	4 EA	200 LF
TABULATION OF BIDS CITY OF BIRMINGHAM	2021 CONCRETE SIDEWALK REPAIR PROGRAM CONTRACT #3-21(SW) AFW PROJECT NO 0221-0052		WORK ITEMS – 2021 CITY WIDE SCATTERED CONCRETE REPAIRS	Remove & Replace Concrete Curb & GutterMatch Existing Section	Remove & Replace 4" Concrete Sidewalk	7" Concrete Pavement Repair – MDOT Type P1 Concrete	Subgrade Undercutting, 8" Limestone, MDOT 21AA		Utility Structure Cover Adjustment	Traffic Control - Major Street Lane Closure	SUBTOTAL – 2021 CITY WIDE SCATTERED CONCRETE REPAIRS	WORK ITEMS – 2021 SIDEWALK PROGRAM (AREA 4)	Remove & Replace Concrete Curb or Curb & Gutter	Remove & Replace 4" Concrete Sidewalk	Remove & Replace 6" Concrete Sidewalk//Ramp/Drive Approach	r Curbs	SUBTOTAL – 2021 SIDEWAI	WORK ITEMS – 2021 SIDEWALK ADA RAMP PROGRAM	Remove & Replace 4" Exposed Aggregate Sidewalk	Remove & Replace Concrete Curb or Curb & Gutter	Remove & Replace 4" Concrete Sidewalk	Remove & Replace 8" Concrete Sidewalk/Drive Approach	Sidewalk Ramp Detectable Warning Plates	Utility Structure Cover Adjustment	Furnish and Install ADA Frame & Cover	r Curbs
		No. Description	WORK ITEMS – 2021 CI	1. Remove & Rej	2. Remove & Rej	3. 7" Concrete Pa	4. Subgrade Und	5. Sawcutting	6. Utility Structure	7. Traffic Control		WORK ITEMS – 2021 SII	8. Remove & Rej	9. Remove & Rep	10. Remove & Rej	11. Sawcutting for Curbs		WORK ITEMS - 2021 SII	12. Remove & Rep	13. Remove & Rep	14. Remove & Rep	15. Remove & Rep	16. Sidewalk Ram	17. Utility Structure	18. Furnish and In	19. Sawcutting for Curbs

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				Amount	1,500.00	1,000.00	3,000.00	2,700.00	2,250.00	133,150.00		44,000.00	24,000.00	68,000.00	312,625.00	
	JB Contractors, Inc.	2933 Military	Detroit, MI 48209	Unit Price	10.00	200.00	2.00	6.00	3.00			400.00	40.00		3	
				Amount	00.0	0.00	0.00	0.00	0.00	0.00		00.0	00.0	0.00		
	Inc.	0		Amo	3,000.00	2,000.00	6,000.00	2,250.00	2,250.00	128,350.00		16,500.00	8,400.00	24,900.00	265,412.50	
	Merlo Construction Co., Inc.	4964 Technical Drive	Milford, MI 48381	Unit Price	20.00	400.00	4.00	5.00	3.00			150.00	14.00		\$	
				Units	5	EA	Ч	Ц	SF	OGRAM		TONS	DAYS	K ITEMS	MOUNT	
	M			Estimated Quantity	150	5	1,500	450	750	DEWALK ADA RAMP PROGRAM		110	\$ 600.00 DAYS	OTAL – GENERAL WORK ITEMS	FOTAL COMBINED BID AMOUNT	
TABULATION OF BIDS CITY OF BIRMINGHAM	2021 CONCRETE SIDEWALK REPAIR PROGRAM	CONTRACT #3-21(SW)	AEW PROJECT NO. 0221-0052		nel		ng (Blue & White)	24" Crosswalk Pavement Marking (White)	Restoration, 3" Topsoil, Seed & Mulch	SUBTOTAL – 2021 SIDEWALK /	VORK ITEMS	Handpatching, HMA 13A, Varying Thickness	As a second s	SUBTOTAL – G	TOTAL CO	
				Description	Sign Post, U-Channel	Parking Meter Post	4" Pavement Striping (Blue & White)	24" Crosswalk Pav	Restoration, 3" Top		WORK ITEMS – GENERAL WORK ITEMS	Handpatching, HM/	Inspector Crew Days			
				ltem No.	20.	21.	22.	23.	24.		WORK	25.	26.			

\*\*Merlo's Bid is non-responsive and is not to be considered for award.\*\*

2300 Edimundi Caminity         12300 Edimundi Naterford, MI 43223         12800 Sloby Radie Naterford, MI 4323           Estimated Quantity         Unit Price         Amount         12800 Sloby Radie Nerview, MI 43133           Estimated Quantity         Lini Price         Amount         12800 Sloby Radie Nerview, MI 43133           Estimated Quantity         Lini Price         Amount         12800 Sloby Radie Nerview, MI 43133           Estimated Quantity         Lini         Quantity         Unit Price         Stop           100         SYD         80.00         8.000.00         8.000.00         8.000.00           50         SYD         80.00         9.000.00         8.000.00         8.000.00         8.000.00           11000         LF         2.00         2.000         3.000.00         8.000.0		TABULATION OF BIDS CITY OF BIRMINGHAM 2021 CONCRETE SIDEWALK REPAIR PROGRAM	×	_	Great Lakes Contracting Solutions, LLC	Century Cement Company Inc	
Estimated Caratity LatticeUnit PriceAmountUnit PriceEstimated CaratityUnit PriceAmountUnit PriceEstexAnssStoF $4.200$ 10.500.00EstexAnssStoStr $8.000.00$ 95.00ActiveStr $8.000$ $8.000.00$ 95.00ActiveStr $8.000$ $8.000.00$ 95.00ActiveStr $8.000$ $8.000.00$ 95.00ActiveStr $8.000.00$ $9.000.00$ 95.00ActiveStr $1.000$ $1$ $1.900.00$ 95.000ActiveStr $1.900.00$ $2.500.00$ $9.000.00$ ActiveStr $1.900.00$ $9.000.00$ $9.000.00$ ActiveStr $1.900.00$ $1.900.00$ $1.900.00$ Active <td< td=""><td></td><td>CONTRACT #3-21(SW) CONTRACT #3-21(SW) AEW PROJECT NO. 0221-0052</td><td>Ā</td><td></td><td>Oreat Lanes Outracturily Solutions, LLO 2300 Edinburgh Waterford, MI 48328</td><td>Century Centeria Compe 12600 Sibley Roa Riverview, MI 4819</td><td>iny, inc. d 33</td></td<>		CONTRACT #3-21(SW) CONTRACT #3-21(SW) AEW PROJECT NO. 0221-0052	Ā		Oreat Lanes Outracturily Solutions, LLO 2300 Edinburgh Waterford, MI 48328	Century Centeria Compe 12600 Sibley Roa Riverview, MI 4819	iny, inc. d 33
FERENIKS         ERENIKS         50         LF         42.00         10.560.00         50.00	tem No.	Description	Estimated Quantity	Units		Unit Price	Amount
Existing Section         250         LF         42.00         10,500.00         50.00           1,200         S	ORK	TEMS – 2021 CITY WIDE SCATTERED CONCRETE REPAIRS					
1200         F         10.25         12.300.00         F         12.00           Charatele         10         SYD         80.00         8.000.00         85.00           AA         50         SYD         65.00         3.256.00         85.00           AA         1,000         LF         65.00         3.256.00         85.00           A         5         EA         475.00         3.256.00         80.00           1,000         LF         7.00         8.00.00         8.00.00         8.00.00           5         EA         1.900.00         9.500.00         9.500.00         8.00.00           CITY WDE SCATTERED CONCRETE REMAINS         1.100.00         9.500.00         1.200.00         1.00.00           List         5         6.200         8.500.00         1.44.00.00         9.00.00         1.200.00           List         100         F         100.00         1.00.00         1.00.00         1.00.00         1.00.00           List         100.00         S         1.00.00         1.00.00         1.00.00         1.00.00           List         100         1.00.00         1.00.00         1.00.00         1.00.00         1.00.00         1.00.00	÷	Remove & Replace Concrete Curb & GutterMatch Existing Section	250	Ц		50.00	12,500.00
Currente         10         SYD         60.00         6.000         6.00	2.	Remove & Replace 4" Concrete Sidewalk	1,200	SF		12.00	14,400.00
VA         50         SYD         65.00         3.260.00         2.800           1,000         LF         2.00         2,00000         6.00           5         EA         475.00         2,375.00         800.00           6         EA         1,9000         9,500.00         9,500.00           1000         EF         1,9000         9,500.00         9,500.00           101         EA         1,9000         9,500.00         9,500.00           101         EA         1,900.00         9,500.00         9,500.00           101         SF         1,900.00         1,200         1,200           101         SF         10,200         1,400.00         1,400.00           101         SF         10,200         1,400.00         1,400.00           101         SF         10,200         1,100.00         5,000           101         SF         2,000.00         1,100.00         5,000           101         SF         2,000.00         1,100.00         5,000           101         SF         1,000         1,000.00         5,000           101         SF         1,000         1,000.00         5,000	Э.	7" Concrete Pavement Repair – MDOT Type P1 Concrete	100	SYD		95.00	9,500.00
1,000         LF         2,000,00         5,00           5         EA         475,00         2,375,00         800,00           6         EA         475,00         2,375,00         800,00           11         5         EA         1,900,00         9,500,00         8,000,00           11         50         LF         1,900,00         2,500,00         8,000,00           11         50         LF         47,925,00         11,000         11,000           11         50         LF         10,000         11,000         11,000         11,000           11         1,200         SF         100,000         14,400,00         14,400,00         14,400,00           11         1,200         SF         100,000         14,400,00         14,400,00         14,400,00           11         1,200         SF         100,000         14,400,00         14,	4.	Subgrade Undercutting, 8" Limestone, MDOT 21AA	50	SYD		28.00	1,400.00
5         EA         475.00 $2.375.00$ $800.00$ $1,900.00$ $1,900.00$ $3,60.00$ $3,00.00$ $1,100$ $1,900.00$ $3,60.00$ $3,00.00$ $1,100$ $1,100$ $1,1200$ $1,14,00.00$ $1,200$ $1,1200$ $1,1200$ $1,14,00.00$ $1,200$ $1,14,00.00$ $1,1200$ $1,1200$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,1200$ $1,1200$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,1200$ $1,1200$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,1200$ $1,100,00$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,1200$ $1,1200$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,1200$ $1,1200$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,1,100,100$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,1,100,100$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,14,00.00$ $1,1,100,100$ </td <td>ю.</td> <td>Sawcutting</td> <td>1,000</td> <td>Ц</td> <td></td> <td>5.00</td> <td>5,000.00</td>	ю.	Sawcutting	1,000	Ц		5.00	5,000.00
5         EA         1900.00         9.500.00         3.000.00           CITY WIDE SCATTERED CONCRETE REPAIRS $1,900.00$ 9.500.00         3.000.00           Let         50         LF $4,925.00$ 5.000         5.000         5.000           Let         50         LF $1,000.00$ SF $1,025$ $6,500.00$ $5.000.00$ $14,000.00$ $1$		Utility Structure Cover Adjustment	5	EA		800.00	4,000.00
CITY WIDE SCATTERED CONCRETE REPAIRS         47,925.00         50.00 <td></td> <td>Traffic Control - Major Street Lane Closure</td> <td>5</td> <td>EA</td> <td></td> <td>3,000.00</td> <td>15,000.00</td>		Traffic Control - Major Street Lane Closure	5	EA		3,000.00	15,000.00
Iter         50         LF         50.00         2,500.00         50.00         50.00         50.00         50.00         50.00         50.00         50.00         50.00         50.00         50.00         50.00         50.00         50.00         50.00         50.00         112.00         50.00         112.00         114.400.00         50.00         14.00         50.00         14.00         50.00         14.00         50.00         50.00         14.00         50.00		SUBTOTAL – 2021 CITY WIDE SCATTERE	CONCRETE F	REPAIRS	47,925.00		61,800.00
Iter         50         LF         50.00         2,500.00         50.00           Drive Approach         (1,200         SF         (10,20)         (11,00)         (11,00)           Drive Approach         (1,200         SF         (12,00)         (14,00)         (14,00)           Drive Approach         (1,200         SF         (12,00)         (14,00)         (14,00)           Job         LF         (12,00)         SF         (14,00)         (14,00)         (14,00)           Job         S0         LF         (12,00)         (14,00)         (14,00)         (14,00)         (14,00)           alk         500         SF         (14,00)         (14,00)         (14,00)         (14,00)         (14,00)           alk         500         SF         (14,50)	<b>DRK</b>	TEMS – 2021 SIDEWALK PROGRAM (AREA 4)					
6:200         SF         10.25         63,55.00         12.00           Drive Approach         1,200         SF         14,400.00         14,00           50         LF         2.00         100.00         5.00 <b>CITAL - 2021 SIDEWALK PROCRAM (AREA 4)</b> 2.00         100.00         5.00           alk         500         SF         80,550.00         14,000           alk         500         SF         2000.00         5.000           alk         500         SF         20.000         5.000           alk         500         SF         1450.00         10.000           eta         100.00         SF         10.000         10.000           eta         100         SF         71,750.00         10.000           eta         100         SF         71,750.00         10.000           eta         100.00         SF         71,750.00         10.000           eta         100.00         SF         71,750.00         10.000           eta         100.00         SF         71,750.00         10.000           eta         100         SF         71,750.00         10.000           eta	œ.	Remove & Replace Concrete Curb or Curb & Gutter	50	ц		50.00	2,500.00
Drive Approach         1,200         SF         12.00         14,400.00         14,400.00         14,00           50         LF         2.00         100.00         5.00         5.00         5.00           CDTAL - 2021 SIDEWALK PROGRAM (AREA J)         A         20,000.00         9,000.00         5.00         5.00         5.00           alk         500         SF         18.00         9,000.00         20.00         5.00	Ő.	Remove & Replace 4" Concrete Sidewalk	6,200	SF		12.00	74,400.00
50         LF         2.00         100.00         5.00           CTAL - 2021 SIDEWALK PROGRAM (ARE A)          8,6,50,00         5.00         5.00           alk         500         SF         18.00         9,000.00         20,00         50.00           alk         500         SF         18.00         42,500.00         20,00         50.00           ter         850         LF         10.25         71,750.00         12.00         50.00           oproach         100         SF         10.25         71,750.00         15.00         15.00           oproach         100         SF         10.25         71,750.00         15.00         15.00           oproach         100         SF         10.25         71,750.00         15.00         16.00           ter         100         SF         14.50         14.50.00         16.00 <t< td=""><td>0.</td><td>Remove &amp; Replace 6" Concrete Sidewalk//Ramp/Drive Approach</td><td>1,200</td><td>SF</td><td></td><td>14.00</td><td>16,800.00</td></t<>	0.	Remove & Replace 6" Concrete Sidewalk//Ramp/Drive Approach	1,200	SF		14.00	16,800.00
OTAL - 2021 SIDEWALK PROGRAM (AREA 4)         80,550.00         80,550.00         80,550.00         80,550.00         80,550.00         80,500.00         20.00	÷.	Sawcutting for Curbs	50	ц		5.00	250.00
alk         500         SF         18.00         9,000.00         20.00           ter         850         LF         50.00         42,500.00         50.00           ter         850         LF         50.00         11,750.00         50.00           pproach         100         SF         14.50         1450.00         15.00           alk         EA         55.00         11,000.00         5000.00         5000.00         5000.00           200         EA         500.00         5,000.00         700.00         500.00           200         LF         2.00         400.00         5.00         5.00			K PROGRAM (	AREA 4)	80,550.00		93,950.00
Remove & Replace 4" Exposed Aggregate Sidewalk         500         SF         18.00         9,000.00         20.00           Remove & Replace 4" Concrete Curb or Curb & Gutter         850         LF         50.00         42,500.00         50.00	<b>JRK</b>	TEMS – 2021 SIDEWALK ADA RAMP PROGRAM					
Remove & Replace Concrete Curb or Curb & Gutter         850         LF         50.00         42,500.00         50.00         50.00         8           Remove & Replace 4" Concrete Sidewalk         7000         SF         10.25         71,750.00         12.00         8           Remove & Replace 8" Concrete Sidewalk/Drive Approach         100         SF         14.50         1,450.00         15.00         15.00           Sidewalk Ramp Detectable Warning Plates         200         SF         14.50         1,450.00         30.00           Utility Structure Cover Adjustment         10         EA         500.00         5,000.00         800.00           Furnish and Install ADA Frame & Cover         4         EA         600.00         2,400.00         700.00           Sawcutting for Curbs         200         LF         2.00         400.00         5.00         5.00	5	Remove & Replace 4" Exposed Aggregate Sidewalk	500	SF		20.00	10,000.00
Remove & Replace 4" Concrete Sidewalk         7000         SF         10.25         71,750.00         12.00         8           Remove & Replace 8" Concrete Sidewalk/Drive Approach         100         SF         14.50         1,450.00         15.00         15.00           Sidewalk Ramp Detectable Warning Plates         200         SF         55.00         11,000.00         30.00           Utility Structure Cover Adjustment         10         EA         500.00         5,000.00         800.00           Furnish and Install ADA Frame & Cover         4         EA         600.00         2,400.00         700.00           Swoutting for Curbs         200         LF         2.00         400.00         5,000         5,000	3.	Remove & Replace Concrete Curb or Curb & Gutter	850	ц		50.00	42,500.00
Remove & Replace 8" Concrete Sidewalk/Drive Approach         100         SF         14.50         1,450.00         15.00           Sidewalk Ramp Detectable Warning Plates         200         SF         55.00         11,000.00         30.00           Utility Structure Cover Adjustment         10         EA         500.00         5,000.00         800.00           Furnish and Install ADA Frame & Cover         4         EA         600.00         2,400.00         700.00           Sawcutting for Curbs         200         LF         2.00         40.00         5,000.00         5.00         5.00	4.	Remove & Replace 4" Concrete Sidewalk	7000	SF		12.00	84,000.00
Sidewalk Ramp Detectable Warning Plates         200         SF         55.00         11,000.00         30.00           Utility Structure Cover Adjustment         10         EA         500.00         5,000.00         800.00           Turnish and Install ADA Frame & Cover         4         EA         600.00         2,400.00         700.00           Sawcutting for Curbs         200         LF         2.00         40.00         5.00         5.00	5.	Remove & Replace 8" Concrete Sidewalk/Drive Approach	100	SF		15.00	1,500.00
Utility Structure Cover Adjustment         10         EA         500.00         5,000.00         800.00           Furnish and Install ADA Frame & Cover         4         EA         600.00         2,400.00         700.00           Sawcutting for Curbs         200         LF         2.00         400.00         5.000.00         5.000.00	.0	Sidewalk Ramp Detectable Warning Plates	200	SF		30.00	6,000.00
Furnish and Install ADA Frame & Cover         4         EA         600.00         2,400.00         700.00           Sawcutting for Curbs         200         LF         2.00         400.00         5.00	7.	Utility Structure Cover Adjustment	10	EA		800.00	8,000.00
Sawcutting for Curbs         200         LF         2.00         400.00         5.00	œ.	Furnish and Install ADA Frame & Cover	4	EA		700.00	2,800.00
	<i>.</i> б	Sawcutting for Curbs	200	<u>ц</u>		5.00	1,000.00

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# TABULATION OF BIDS CITY OF BIRMINGHAM

364,405.00	TOTAL COMBINED BID AMOUNT
76,500.00	SUBTOTAL – GENERAL WORK ITEMS
45.00 27,000.00	26. Inspector Crew Days \$ 600.00 DAYS
450.00 49,500.00	25. Handpatching, HMA 13A, Varying Thickness 110 TONS
	WORK ITEMS – GENERAL WORK ITEMS
159,430.00	SUBTOTAL – 2021 SIDEWALK ADA RAMP PROGRAM
10.50 7,875.00	24. Restoration, 3" Topsoil, Seed & Mulch 750 SF
5.90 2,655.00	23. 24" Crosswalk Pavement Marking (White) 450 LF
1.90 2,850.00	22. 4" Pavement Striping (Blue & White) 1,500 LF
225.00 1,125.00	21. Parking Meter Post 5 EA
9.50 1,425.00	20. Sign Post, U-Channel 150 LF
Unit Price Amount	ltem Estimated No. Description Quantity Units
2300 Edinburgh Waterford, MI 48328	CONTRACT #3-21(SW) AEW PROJECT NO. 0221-0052
Great Lakes Contracting Solutions, LLC	2021 CONCRETE SIDEWALK REPAIR PROGRAM
	Great Lakes Contracting Solutions, LLC         2300 Edinburgh         Waterford, MI 48328         Unit Price       Amount         9.50       1,425.00         1.90       2,850.00         5.90       2,655.00         10.50       7,875.00         450.00       159,430.00         450.00       27,000.00         450.00       27,000.00         5       364,405.00

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TABULATION OF BIDS CITY OF BIRMINGHAM

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		2021 CONCRETE SIDEWALK REPAIR PROGRAM	5		Audia Concrete Construction, Inc.	truction, Inc.
		CONTRACT #3-21(SW) AEW PROJECT NO. 0221-0052			PO Box 72 Milford, MI 48381	2 381
ltem			Ectimated			
No.	Description		Quantity	Units	Unit Price	Amount
WORK I	TEMS – 2021 CITY WIDE	WORK ITEMS – 2021 CITY WIDE SCATTERED CONCRETE REPAIRS				
4	Remove & Replace Cor	Remove & Replace Concrete Curb & GutterMatch Existing Section	250	Ц	78.00	19,500.00
2.	Remove & Replace 4" Concrete Sidewalk	Concrete Sidewalk	1,200	SF	13.00	15,600.00
З.	7" Concrete Pavement F	7" Concrete Pavement Repair – MDOT Type P1 Concrete	100	SYD	145.00	14,500.00
4.	Subgrade Undercutting,	Subgrade Undercutting, 8" Limestone, MDOT 21AA	50	SYD	30.00	1,500.00
5.	Sawcutting		1,000	ц	4.00	4,000.00
6.	Utility Structure Cover A	Cover Adjustment	5	EA	800.00	4,000.00
Τ.	Traffic Control - Major S	Major Street Lane Closure	5	EA	1,800.00	9,000.00
		SUBTOTAL – 2021 CITY WIDE SCATTERED CONCRETE REPAIRS	CONCRETE I	REPAIRS		68,100.00
WORK I	WORK ITEMS - 2021 SIDEWALK PROGRAM (AREA 4)	PROGRAM (AREA 4)				
8.	Remove & Replace Cor	Remove & Replace Concrete Curb or Curb & Gutter	50	Ц	48.00	2,400.00
9.	Remove & Replace 4" Concrete Sidewalk	concrete Sidewalk	6,200	SF	10.00	62,000.00
10.	Remove & Replace 6" C	Remove & Replace 6" Concrete Sidewalk//Ramp/Drive Approach	1,200	SF	11.00	13,200.00
11.	Sawcutting for Curbs		50	ц	5.00	250.00
		SUBTOTAL – 2021 SIDEWALK PROGRAM (AREA 4)	K PROGRAM	(AREA 4)		77,850.00
WORK I	WORK ITEMS – 2021 SIDEWALK ADA RAMP PROGRAM	ADA RAMP PROGRAM				
12.	Remove & Replace 4" E	Remove & Replace 4" Exposed Aggregate Sidewalk	500	SF	32.00	16,000.00
13.	Remove & Replace Con	Remove & Replace Concrete Curb or Curb & Gutter	850	ц	42.00	35,700.00
14.	Remove & Replace 4" Concrete Sidewalk	concrete Sidewalk	7000	SF	10.00	70,000.00
15.	Remove & Replace 8" C	Remove & Replace 8" Concrete Sidewalk/Drive Approach	100	SF	10.00	1,000.00
16.	Sidewalk Ramp Detecta	Detectable Warning Plates	200	SF	180.00	36,000.00
17.	Utility Structure Cover Adjustment	djustment	10	EA	800.00	8,000.00
18.	Furnish and Install ADA Frame & Cover	Frame & Cover	4	EA	850.00	3,400.00
19.	Sawcutting for Curbs		200	Ц	5.00	1,000.00

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TABULATION OF BIDS CITY OF BIRMINGHAM

Amount 3,000.00 4,900.00 6,000.00	3,000.00 4,900.00 6,000.00	4,900.00 6,000.00	6,000.00		3,150.00	1,500.00	189,650.00		55,000.00	12,000.00	67,000.00	402,600.00
Milford, MI 48381	Unit Price	20.00	980.00	4.00	7.00	2.00			500.00	20.00		
	Units	5	EA	ц	Ц	SF	OGRAM		TONS	DAYS	K ITEMS	AMOUNT
	Estimated Quantity	150	5	1,500	450	750	DA RAMP PR		110	\$ 600.00	NERAL WOR	TOTAL COMBINED BID AMOUNT
CONI KACI #3-21(SW) AEW PROJECT NO. 0221-0052		nel	t	ng (Blue & White)	24" Crosswalk Pavement Marking (White)	Restoration, 3" Topsoil, Seed & Mulch	SUBTOTAL – 2021 SIDEWALK ADA RAMP PROGRAM	VORK ITEMS	Handpatching, HMA 13A, Varying Thickness	, S	SUBTOTAL – GENERAL WORK ITEMS	TOTAL CO
	Description	Sign Post, U-Channel	Parking Meter Post	4" Pavement Striping (Blue & White)	24" Crosswalk Pav	Restoration, 3" Top		WORK ITEMS – GENERAL WORK ITEMS	Handpatching, HM/	Inspector Crew Days		
	ltem No.	20.	21.	22.	23.	24.		WORK I	25.	26.		

# **Ryan Kern**

From:	Nick Onifer <nicko@merlomi.com></nicko@merlomi.com>
Sent:	Friday, August 27, 2021 8:39 AM
То:	Ryan Kern
Cc:	Brian Gustin
Subject:	Birmingham Bid

Thank you for the pre award phone call yesterday.

After further discussions with Merlo's estimating dept. about the City concerns regarding Merlo inspection days, we would like to take Birmingham up on the offer to withdraw our bid for the Birmingham sidewalk improvement project with no penalty against our bid bond.

Thank you very much!

# JB Contractors Inc

# Bruce Abbott

Project Manager

2933 Military St Detroit MI 48209 734 363-7220 jbcontractors@outlook.com

# Ryan Kern

51301 Schoenherr Rd Shelby Twp. MI 48315 586 726-1234

September 8, 2021

# Dear Ryan Kern,

JB Contractors will honor the prices we quoted for the 2021 concrete sidewalk repair program contract #3-21(SW). Provided that the substantial completion date is moved to the final completion date stated in the contract. Also, the number of crew days for inspection are the correct amount.

Sincerely,

## Bruce Abbott

City of B	irmingham	MEMORANDUM
		Police Department
DATE:	September 8, 2021	
то:	Thomas M. Markus, City Manager	
FROM:	Scott Grewe, Operations Command	er
SUBJECT:	2021 Parking Structure Repairs – C	onstruction Period Services

# INTRODUCTION:

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Structural assessment reports have been completed at all five of the City's parking structures by Wiss, Janney, Elstner Associates, Inc. (WJE). As part of the assessment by WJE, they were asked to prepare a 5-year plan to address all the repairs needed. Two "Invitations to Bid" (ITB) were published to the Michigan Inter-governmental Trade Network (MITN) for repair projects at four of the five City owned parking structures. The proposed agreement with WJE for "Construction Period Services" is requested to provide the City with construction observations and contract administration (preconstruction meetings, on-site observation of work, conduct inspections, review contractor submittals and quantities). WJE previously provided this service to the City during the emergency repairs at the N. Old Woodward structure during the façade removal.

# BACKGROUND:

At the October 28, 2019 City Commission meeting, the Commission approved a contract with WJE to prepare repair assessment reports for each of the City's five parking structures. Repair recommendations were broken down into three categories:

- 1. Immediate Recommendations (within 1 year)
- 2. Near Term Repair Recommendations (within 1 to 2 years)
- 3. Long-Term Repair Recommendations (within 3 to 5 years)

Now that the assessments are complete, the City can begin to address the needed repairs. Two ITB's were created. One ITB was for the N. Old Woodward Structure alone and the second for work at three structures (Park, Peabody and Chester). The two ITB's were posted separately to create more competitive bidding due to the size and scope of work to be completed.

As the City moves forward to address these repair recommendations, staff recommends entering into an agreement with WJE for oversite construction services during the duration of the repairs. WJE has extensive knowledge of all of the City's structures, having conducted and completed all of the structural assessments and repair recommendation studies and reports. For this reason, staff suggests waiving the professional bid requirements and name WJE as the City's construction period services consultant.

The scope of services in the proposed agreement provides the City with a consultant that has extensive knowledge of the structures and recommended repairs. WJE will lead preconstruction and progress meetings, observe work in progress to ensure it is completed within the specifications required in the BID documents, measure work quantities to verify payments to contractors, review and make recommendations requiring further inspection once concrete is removed and review contractor submittals and quantities. WJE estimates 36 site visits during construction.

# LEGAL REVIEW:

The City Attorney reviewed and approved the agreement with WJE and the Construction Period Services Proposal.

# FISCAL IMPACT:

During the budgeting process for the 2021-2022 fiscal year, the structural assessment program was still underway. Repair recommendations were unknown at the time and therefore no funding was budgeted in the 2021-2022 parking budget for structure renovations or construction period services. There is sufficient fund balance in the Automobile Parking System for the work associated with this proposed contract.

A budget amendment is requested for the 2021-2022 Automobile Parking System (APS) Fund for these repairs in the amount of \$117,200.

The current APS fund balance is \$18,575,611.00.

The proposal from WJE includes a budget for each structure with pending repairs in 2021.

Parking Structure	Fee
North Old Woodward	\$55,600
Chester	\$18,500
Peabody	\$23,800
Park	\$19,300
Total	\$117,200

PUBLIC COMMUNICATIONS: None.

# SUMMARY:

WJE has finished the structural assessment of all structures and have provided repair recommendations. Work is expected to begin immediately after the award and be completed by the spring of 2022.

Staff recommends this construction period services agreement with WJE to provide the City with a consultant to provide on-site inspections and ensure conformance with repair specifications. Additionally, WJE will measure work quantities to verify contractor payments.

# ATTACHMENTS:

- 1. Proposal from WJE Construction Period Services
- 2. Agreement between the City and WJE.

# SUGGESTED COMMISSION ACTION:

Make a motion to adopt the resolution to enter into an agreement with WJE for construction period services in an amount not to exceed \$117,200.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

# Automobile Parking Enforcement Fund

# Revenues:

Draw from Fund Balance (Account #585-000.000-400.0000)	<u>\$117,200.00</u>
Total Revenues	<u>\$117,200.00</u>
Expenditures:	
NOW Structure-Other Contractual Services (Account #585-538.005-811.0000)	<u>\$55,600.00</u>
Chester Structure-Other Contractual Services (Account #585-538.008-811.000)	<u>\$18,500.00</u>
Peabody Structure-Other Contractual Services (Account #585-538.004-811.0000)	<u>\$23,800.00</u>
Park Structure-Other Contractual Services (Account #585-538.003-811.0000)	<u>\$19,300.00</u>
Total Expenditures	<u>\$117,200.00</u>



September 3, 2021

Mr. Scott Grewe Operations Commander - Birmingham Police Department City of Birmingham 151 Martin Street Birmingham, Michigan 480

# **Birmingham Parking Structures**

Construction Period Services Proposal for 2021 Repairs WJE No. 2019.6318

# Dear Mr. Grewe:

As requested, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal to provide construction period services during the upcoming repairs for the 2021 construction season at the following parking structures in Birmingham, Michigan:

- N. Old Woodward (NOW) Parking Structure located at 333 N. Old Woodward Avenue
- Park Street Parking Structure located at 333 State Park Street
- Peabody Parking Structure located at 222 Peabody Street
- Chester Parking Structure located at 180 Chester Street

This letter includes our proposed Scope of Services for construction period services and an estimated fee schedule. Please refer to WJE's proposal dated June 9, 2021 for the Scope of Services for *Phase 1 Construction Document Development* and *Phase 2 Bidding Assistance*.

# **SCOPE OF SERVICES**

Based on our understanding of the project objectives and our experience with the City of Birmingham (Birmingham) parking structures, as well as similar parking structure repair projects, we propose the following Scope of Services:

# **Phase 3 - Construction Period Services**

WJE will provide construction observation and contract administration services during the 2021 repairs. The following tasks are included in this phase:

Preconstruction and Progress Meetings - WJE will lead a preconstruction meeting at each site with Birmingham and the awarded restoration contractor prior to the start of construction to review work scope, logistics, and schedule. WJE will also attend project progress meetings throughout the duration of the projects. For the purpose of this proposal, it has been assumed that the meetings will occur during WJE's periodic site visits discussed below.



Mr. Scott Grewe City of Birmingham September 3, 2021 **Page 2** 

Construction Observation - The work in progress will be observed on a periodic basis to assess conformance with the contract documents, to address contractor questions, and to measure work quantities for verification of contractor payment applications discussed below. WJE anticipates performing several site visits during the start-up of the project. Additionally, we will visit the site during critical portions of the work (e.g. review preparation of the steel and concrete surfaces prior to placing new concrete). Site visit reports will be provided on a periodic basis to summarize site observations.

Additionally, during construction, WJE will investigate the two columns with cracks at the lower levels at the Peabody parking structure, and repairs will be developed following the investigation.

- **Submittal Reviews** We will review contractor submittals, inclusive of resubmissions.
- Contract Administration WJE will document completed quantities for unit price items, review contractor payment applications, and answer RFI's.

The level of effort required during the construction period will depend on the duration and phasing of the construction, the relative intensity of the work, the capabilities of the contractor, and any unforeseen problems encountered during the work. For the purposes of determining an initial budget for this proposal, we have assumed a 10-week construction duration. We have included the following services:

- One pre-construction meeting per parking structure
- On-site progress/coordination meetings
- Periodic site visits
  - North Old Woodward: 18 site visits
  - Chester: 6 site visits
  - Peabody: 6 site visits and column investigation site visit
  - Park: 6 site visits
- 30 hours of submittal reviews and contract administration per parking structure
- 3 monthly contractor payment application reviews for unit price quantity verification and for certification purposes per parking structure (12 total)

As the project progresses, we will keep Birmingham updated regarding the quantity of visits and other scope items performed against the allocated amount so that an agreed upon resolution can be implemented should additional visits or services be desired.

# **TERMS AND CONDITIONS**

WJE will perform the Scope of Services described above on a time and expense basis for the amounts shown in Table 1 below. In the absence of other mutually agreed upon terms, all work will be performed in accordance with the previously agreed upon *Agreement for Parking Garage Structural Assessment Program* dated October 1, 2019; however, we anticipate that a new agreement will be required for this work. WJE will not perform additional services that exceed the budget prior to obtaining permission from Birmingham.



Mr. Scott Grewe City of Birmingham September 3, 2021 **Page 3** 

Table 1. Fee Schedule			
Parking Structure	Fee		
North Old Woodward	\$55,600		
Chester	\$18,500		
Peabody	\$23,800		
Park	\$19,300		
Total	\$117,200		

#### CLOSING

Thank you for the opportunity to submit this proposal. Please indicate your acceptance of this proposal by returning a signed copy as authorization to proceed. We look forward to continuing working with you on these structures. Feel free to contact us if you have any questions or comments.

Sincerely,

#### WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Matthew E. Lewis, P.E. Senior Associate and Project Manager

Justin D. Barden Project Associate

#### Agreed and approved

Birmingham Parking Structures Construction Period Services for 2021 Repairs

Name: \_\_\_\_\_\_ (please print)

Signature: \_\_\_\_\_

Title:	

As Agent or Principal for: \_\_\_\_\_

Date: \_\_\_\_\_

# AGREEMENT

#### For Parking Structures Construction Period Services

This AGREEMENT, made this 13<sup>th</sup> day of September, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and WJE Engineers and Architects, PC, having its principal office at 30700 Telegraph Road, Suite 3580, Bingham Farms, MI 48025 (hereinafter called "Contractor"), provides as follows:

#### WITNESSETH:

WHEREAS, the City of Birmingham, Michigan, is desirous of hiring a qualified professional firm to provide construction period services and supervision necessary during the upcoming repairs for the 2021 construction season for four City owned parking structures known generally as: N. Old Woodward Ave, Park St, Peabody St and Chester St.

WHEREAS, the Contractor has professional qualifications and extensive knowledge of the parking structures since completing the structural assessment reports that meet the project requirements and have given a quote to perform the necessary construction period services.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Birmingham Parking Structures Construction Period Services propose for 2021 Repairs and the Contractor's cost proposal dated September 3, 2021 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attachment A). If any of the documents are in conflict with one another, this Agreement shall take precedence.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$117,200, as set forth in the Contractor's September 3, 2021 cost proposal (Attachment A).

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement. The City may terminate this agreement at any time without cause or penalty by giving at least 30 days prior written notice of termination and shall pay Contractor for its work up to the time of termination. Any new agreements or additional services to be performed must be agreed upon in writing as an additional agreement.

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

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

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

7. 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.

8. 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.

9. 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.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the 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.

11. 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 of Birmingham.

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

# A. Workers' Compensation Insurance:

<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. <u>Commercial General Liability Insurance</u>: 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. <u>Motor Vehicle Liability</u>: 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 \$2,000,000 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. <u>Owners Contractors Protective Liability</u>: 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.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on 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 and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. 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.

15. 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.

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

City of Birmingham	CONTRACTOR		
Attn: Commander Scott Grewe	Matthew E. Lewis, PE		
151 Martin Street	Senior Associate and Project Manager		
Birmingham, MI 48009	(Wiss, Janney, Elstner Associates)		
(248) 530-1867	30700 Telegraph Road – Suite 3580		
	Bingham Farms, MI 48025		
	Phone: 248.593.0900		

17. 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.

18. <u>FAIR PROCUREMENT OPPORTUNITY</u>: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

**Contractor:** 

WJE Engineers and Architects, PC

Bv

Matthew E. Lewis, PE Senior Associate and Project Manager

STATE OF MICHIGAN ) ) ss: COUNTY OF OAKLAND )

On this  $\underline{\mathcal{B}}$  day of  $\underline{Sentemhen}$  2021, before me personally appeared  $\underline{Mathew E.lew}$  who acknowledged that with authority on behalf of  $\underline{WJE}$  to do so he/she signed this Agreement.

Notary Public <u>Dakland</u> County, Michigan Acting in <u>Dakland</u> County, Michigan My commission expires: <u>Dakland</u> JENNIFER L DAVIS JARY PUBLIC, STATE OF MI COUNTY OF OAKLAND HMISSION EXPIRES Doc 18, 2024 IN COUNTY OF OAKLANC

# **CITY OF BIRMINGHAM:**

By:

Pierre Boutros, Mayor

By:\_

APPROVED:

Alexandria D. Bingham, City Clerk

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

arel

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

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

Mark H. Clemence Police Chief (Approved as to substance)

# DATE:September 13, 2021TO:Thomas M. Markus, City Manager and City CommissionFROM:Mary M. KucharekSUBJECT:Agreement for Managed Assigned Counsel Coordinator (MACC)

#### INTRODUCTION:

• It is necessary for the City to engage in an Agreement for the performance of the Managed Assigned Counsel Coordinator (MACC) under the Michigan Indigent Commission in order for the MACC to perform its legal obligations to ensure the indigent receives defense at the 48<sup>th</sup> District Court.

# BACKGROUND:

 As you are aware, the State of Michigan has enacted the Michigan Indigent Defense Commission which provides state grant money to pay for an Indigent Counsel Defense program at the 48<sup>th</sup> District Court. The City of Birmingham has agreed to be the "lead community" for the 2022 fiscal year. As part of the program, a person is selected as the Managed Assigned Counsel Coordinator (MACC) in order to perform certain duties. The Agreement entails all of the responsibilities, duties and scope of work that the MACC must perform in order to provide the criminal defense program with competent criminal defense attorneys.

# LEGAL REVIEW:

• The Agreement for the MACC has been drafted by the lawyers of Beier Howlett and approved by the MACC.

# FISCAL IMPACT:

• The MACC is compensated \$90,000 annually for performance of their responsibilities by and through the State of Michigan.

#### SUMMARY:

• The City Commission and City Manager are being asked to approve the Agreement for the MACC for the 2022 fiscal year. The term of the Agreement shall commence October 1, 2021 and end September 30, 2022, but it is renewable in writing on a year by year basis for up to four (4) additional years. The lead community each year will be responsible to assure that the MACC performs its duties and enters into an Agreement.

# ATTACHMENTS:

- Agreement for Managed Assigned Counsel Coordinator (MACC) Under the Michigan Indigent Defense Commission (MIDC) between the City of Birmingham as the Lead Community for the District Control Units of the 48<sup>th</sup> District Court and Stephanie Ann Achenbach.
- Redlined Agreement for Managed Assigned Counsel Coordinator (MACC) Under the Michigan Indigent Defense Commission (MIDC) between the City of Birmingham as the Lead Community for the District Control Units of the 48<sup>th</sup> District Court and Stephanie Ann Achenbach reflecting the changes for consistency.

# SUGGESTED COMMISSION ACTION:

 To make a motion to adopt a Resolution approving the Agreement for the Managed Assigned Counsel Coordinator (MACC) Under the Michigan Indigent Defense Commission (MIDC) between the City of Birmingham as the Lead Community for the District Control Units of the 48<sup>th</sup> District Court and Stephanie Ann Achenbach for the period of time from October 1, 2021 through September 30, 2022 and, to authorize the City Manager to sign on behalf of the City.

#### AGREEMENT FOR MANAGED ASSIGNED COUNSEL COORDINATOR (MACC) UNDER THE MICHIGAN INDIGENT DEFENSE COMMISSION ACT (MIDC)

#### **BETWEEN**

# THE CITY OF BIRMINGHAM AS THE "LEAD COMMUNITY" FOR THE DISTRICT CONTROL UNITS OF THE 48<sup>TH</sup> DISTRICT COURT <u>AND</u> STEPHANIE ANN ACHENBACH (MACC)

This Agreement is made and entered into as of September \_\_\_\_\_\_, 2021 by and between the City of Birmingham, a Michigan Municipal Corporation, whose address is 151 Martin St., Birmingham, MI 48009 ("City" or "Lead Community") and Stephanie Ann Achenbach, a Michigan attorney, whose address is 411 Wilcox Street, Rochester, MI 48307 ("MACC"). In this Agreement, the City of Birmingham and Stephanie Ann Achenbach may also be referred to individually as "Party" or jointly as "Parties."

#### **RECITALS**

WHEREAS, the State of Michigan has enacted the MICHIGAN INDIGENT DEFENSE COMMISSION ACT of 2013, Public Act 93 of 2013, MCL 780.981 et seq., to create the Michigan Indigent Defense Commission (MIDC) to provide indigent defendants in criminal cases with effective assistance of counsel, to provide standards for the appointment of legal counsel and to provide for and limit certain causes of action, and to provide for certain appropriations and grants to fund the activities under the Act; and

WHEREAS, the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor are the seven District Control Units for the 48<sup>th</sup> District Court ("District Control Units"); and

WHEREAS, in order to obtain the State grant necessary to pay for most of the Indigent Counsel Program at the 48th District Court for the 2022 fiscal year, it is necessary for a "Lead Community" to be selected from the District Control Units and the Lead Community, with assistance from a selected Managed Assigned Counsel Coordinator (MACC), must file with the State, a Compliance Plan (showing how the 48th District Court's Indigent Counsel Program will comply with the MIDC standards) and a Cost Analysis/Grant Request (requesting the State grant to pay for most of the Indigent Counsel Program) which Compliance Plan and Cost Analysis Grant Request will be prepared by the MACC, but must be signed and submitted by the designated Lead Community; and

WHEREAS, the City of Birmingham has been designated by the District Control Units and has agreed to be the Lead Community, for the 2022 State fiscal year, and all of the District Control Units have entered into a Memo of Understanding and will enter into an Inter-local Agreement designating the City of Birmingham to act as the Lead Community assuming responsibility for the District Control Units' roles and responsibilities regarding the 48<sup>th</sup> District Court's Indigent Counsel Program. WHEREAS, the MIDC, requires the Lead Community, as part of an approved plan, to engage the services of an Managed Assigned Counsel Coordinator (MACC) to oversee and manage the 48th District Court's criminal defense program and criminal defense attorneys. The MACC will perform her duties at the direction and under the supervision of the Lead Community; and,

WHEREAS, beginning with the State's 2022 fiscal year, the Lead Community's primary responsibilities with respect to the Indigent Counsel Program at the 48<sup>th</sup> District Court will be to establish a fund and to issue checks to pay the public defenders and other vendors associated with the Indigent Counsel Program; and provide year end accounting and to issue income and tax documentation to those receiving funds; and

WHEREAS, the City of Birmingham, acting under its authority as the MIDC Lead Community, desires to enter into an agreement for the purpose of engaging Stephanie Ann Achenbach as an independent contractor to be the Managed Assigned Counsel Administrator (MACC) and to perform all of the required statutory duties of a MACC for the 48<sup>th</sup> District Court Indigent Counsel Program.

#### **AGREEMENT**

**THEREFORE**, based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

#### 1. **RESPONSIBILITIES, DUTIES AND SCOPE OF WORK.**

Stephanie Ann Achenbach shall be the MIDC Managed Assigned Counsel Coordinator (MACC) for the 48<sup>Th</sup> District Court and shall be responsible for operating the 48<sup>th</sup> District Court's Indigent Criminal Defense Program to ensure that adult defendants receive competent legal representation in criminal proceedings under and pursuant to the MICHIGAN INDIGENT DEFENSE COMMISSION ACT of 2013, Public Act 93 of 2013, MCL 780.981 et seq. The MACC will be responsible for screening, selecting and maintaining a roster of eligible attorneys for case assignment, evaluating attorney performance, maintaining payments to participating attorneys, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation. The MACC shall perform the administrative Responsibilities, Duties and Scope of Work under this Agreement for no less than 6 hours per week. The MACC shall represent eligible indigent individuals on specific arraignment and/or docket days and other appearances as requested by the Court, including performing related legal services associated with the provision of competent and consistent legal represent and consistent legal representation of indigent individuals at the 48<sup>th</sup> District Court for no less than 32 hours per week. The MACC shall provide the following services as the MIDC Managed Assigned Counsel Coordinator:

Manage the 48<sup>th</sup> District Court's public criminal defense operation separate from the 48<sup>th</sup> District Court including budgeting, planning, and general administration. Provide the City Manager and Court Administrator with quarterly reports regarding

caseload, legal resources and costs, including assisting the lead community in preparing the fiscal portion of all reports.

- B. Assist the 48<sup>th</sup> District Court with indigency eligibility screening for assigned counsel based on income and available assets per MCL 780.991(3)(a)(b)(c)(d).
- C. Identify attorneys that are qualified to accept appointments and ensure that all attorneys that accept appointments meet the MIDC standards for providing effective representation, including verifying that all attorneys have attained the required 12 annual CLE hours.
- D. Maintain a roster of qualified attorneys, assign counsel to cases, and oversee scheduling of counsel, monitor cases and performance of assigned attorneys.
- E. Approve the use of investigators, experts and other resources required for particular cases and assigned counsel.
- F. Review and approve vouchers for payment from attorneys on the assigned counsel roster in accordance with the 48<sup>th</sup> District Court MIDC compliance plan.
- G. If there is a break down in the Attorney Client relationship between an indigent defendant and Counsel on the Roster, the MACC will assign new counsel from the roster of qualified attorneys.
- H. Assist with the coordination of Compliance with the MIDC standards, including annual grant requests for funding and compliance plans.
- I. Attend legal conferences, meeting or seminars to stay current on legal issues, updates and administrative techniques regarding public defender requirements and other legal matters.
- J. Represent eligible indigent individuals on specific arraignment and/or docket days and other appearances as requested by the Court, including performing related legal services associated with the provision of competent and consistent legal representation of indigent individuals at the 48<sup>th</sup> District Court, for no less than 32 hours per week.
- J. Perform other duties that may be required to comply with current and future MIDC standards.

# 2. INDEPENDENT CONTRACTOR REPRESENTATION.

The implementation of the Agreement does not constitute a hiring by either party. It is the intention of the parties that the MACC is an independent contractor and shall maintain an independent contractor status and shall not be considered an employee of the Lead Community, the District Control Units or the 48<sup>th</sup> District Court for any purposes, including but not limited to, the application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, State Revenue and Taxations Code

relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims.

This Agreement shall not be construed or considered to be a partnership, joint venture, or any other type of joint business venture. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement. The Lead Community, the District Control Units or 48<sup>th</sup> District Court shall not be held liable for any obligations incurred by the Independent Contractor, unless otherwise specifically authorized and agreed upon in writing. The Independent Contractor shall not act as an agent or representative of the Lead Community, the District Control Units or 48<sup>th</sup> District Court, superficially or otherwise, nor bind the Lead Community, the District Control Units or 48<sup>th</sup> District Court units or 48<sup>th</sup> District Court and agreed upon in writing.

# **3.** DOCUMENTS, RECORDS OR BOOKS.

Any and all documents, records or books which may be related to the Responsibilities, Duties and Scope of Work, as set forth in this Agreement shall be maintained by the MACC and open to inspection by the Lead Community. The documents, records and/or books to which the Lead Community shall be entitled to inspect and receive copies of include but are not limited to, any and all orders, work product and other documents prepared in performance of the Responsibilities, Duties and Scope of Work.

# 4. COMPENSATION.

The MACC shall be compensated \$90,000.00 annually for the performance of the administrative Responsibilities, Duties and Scope of Work under this Agreement for no less than 6 hours per week and, for representing eligible indigent individuals on specific arraignment and/or docket days and other appearances as requested by the Court, including performing related legal services associated with the provision of competent and consistent legal representation of indigent individuals at the 48<sup>th</sup> District Court for no less than 32 hours per week. The MACC shall submit bi-monthly invoices to the Lead Community, who shall pay MACC, from the MIDC grant funds, in the amount of \$3750 on the 15<sup>th</sup> and last day of each month.

# 5. TERM.

The term of this Agreement shall commence October 1, 2021, and end September 30, 2022, and may be renewable, in writing, on a year by year basis thereafter up to four (4) additional years, in accordance with MDIC guidelines, so long as the Act is still in effect. Regardless of the term of this agreement, the Lead Community may, for any reason, terminate the Agreement with a minimum sixty (60) day written notice to the MACC. The MACC may terminate this agreement, for any reason, with a ninety (90) day written notice to the Lead Community.

# 6. TAX WITHHOLDING.

The MACC acknowledges and recognizes that it shall complete and return to the Lead Community and IRS form 1099 and related tax statements, and shall be required by law to file corporate or individual tax returns and to pay said taxes pursuant to all provisions of applicable Federal, State and Local laws. The MACC agrees to indemnify the Lead Community, the District Control Units and 48<sup>th</sup> District Court for any damages or expenses including and relating to the attorney's fees and legal expenses incurred by the Lead Community, the District Control Units or 48<sup>th</sup> District Court as a result of MACC's failure to make such required payments. Upon request of the Lead Community, the District Control Units or the 48<sup>th</sup> District Court, the MACC shall provide proof of required tax payments.

# 7. BENEFIT RIGHTS WAIVER.

The MACC, as an independent contractor, waives and forgoes any and all right to receive any benefits that may be provided by the Lead Community, the District Control Units or the 48<sup>th</sup> District Court to its regular employees, including but not limited to, health benefits, vacation, retirement, profit sharing plans, sick leave and any retirement plans. The MACC acknowledges and agrees that if any government agency or court of law claims that the MACC is an employee, the MACC agrees to waive coverage under these plans. This waiver is applicable to all non-salary benefits, which might otherwise be found to accrue to the MACC by virtue of this agreement with the Lead Community. This waiver is effective independently of the MACC's employment status as adjudicated for taxation purposes or for any other purposes.

# 8. NON-PARTNERSHIP OR OWNERSHIP CAUSE.

Neither the MACC nor any of MACC's representatives, agents or principals shall become or be considered an owner, partner, joint venture with or agent of the Lead Community, the District Control Units, the 48<sup>th</sup> District Court or any of their subsidiaries, affiliates or related companies or businesses by reason of this Agreement or their relationship with the Lead Community, the District Control Units or the 48<sup>th</sup> District Court unless otherwise declared or stipulated in a separate written agreement that has been signed and dated by all parties. The MACC or any representative, agent, principal, officer or anyone who may be retained by the MACC shall not have any authority to bind the Lead Community, the District Control Units or the 48<sup>th</sup> District Control Units.

# 9. **RETURN OF PROPERTY.**

Upon the termination of this Agreement, or at the request of either party, each party shall promptly and immediately deliver to the other party any and all property in its possession or under its control belonging to the other party, Lead Community, the District Control Units or the 48<sup>th</sup> District Court, including but not limited to, proprietary information, trade secrets, intellectual property, computers, equipment, pass keys, identification, documents, plans, recordings, software and all related records and/or accounting/financial information.

# 10. EXPENSES.

The MACC agrees to maintain separate financial accounts with regard to all expenses related to performing the Responsibilities, Duties and Scope of Work under this Agreement. The MACC shall be solely responsible for payment of all out of pocket expenses incurred pursuant to this Agreement unless otherwise provided in writing by the Lead Community.

# 11. WORK PRODUCT - WORK FOR HIRE.

The MACC acknowledges and agrees that all work product performed for the Lead Community, the District Control Units or the 48<sup>th</sup> District Court shall be subject to the Lead Community's discretion and control and that such work constitutes Work for Hire, Work Product pursuant to United States Code Title 17 - Chapter 2 - Section 210 & 202 Ownership of Copyright & Material. Any and all property and/or work created, developed, invented, devised, conceived or discovered by the MACC shall be subject to current copyright and/or other protections and are explicitly considered by the Parties to be "works made for hire" work product and thus shall be considered the sole property of the District Control Units. The District Control Units shall be considered the Author of Program pursuant to the U.S. Copyright laws. Any and all works for hire shall be the sole exclusive property of the District Control Units. Furthermore, consistent with the MACC's recognition of the District Control Units' sole and complete ownership rights in the materials, the MACC agrees to not make use of said proprietary information or any part thereof for the benefit of any party other than the District Control Units.

# 12. PROFESSIONAL CONDUCT.

The MACC shall be required to treat all court employees, defendants, staff, witnesses, experts, others and other affiliates with respect and responsibility. The MACC shall be required to comply with all laws, regulations and rules of professional responsibility to complete the Responsibilities, Duties and Scope of Work under this Agreement.

# 13. GENERAL LIABILITY/MALPRACTICE AND WORKERS COMPENSATION COVERAGE.

The MACC agrees to provide to the Lead Community proof of general liability malpractice insurance, and provide MACC an executed workmen's compensation coverage waiver.

# 14. **EMPLOYEES OF MACC.**

All persons, which have been hired by the MACC to assist in the performance of the duties, tasks, and responsibilities that are necessary to complete the Responsibilities, Duties and Scope of Work under this Agreement, shall be considered the employees of the MACC, unless otherwise specifically noted in an agreement signed by all parties. The MACC shall immediately provide proof of Workers' Compensation insurance and General Liability insurance on said employees, upon request by the Lead Community.

# **15. MEDIATION AND ARBITRATION.**

In the event that a controversy should arise between the parties to this Agreement which would involve the construction or application of any of the terms, provisions or conditions of this Agreement, a written request of either party served on the other, shall be submitted first to mediation and if the issue cannot be resolved, it shall then proceed to binding arbitration. Mediation or binding arbitration proceedings shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Dispute, unless said Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

# 16. INDEMNIFICATION.

The MACC shall defend, indemnify, hold harmless and insure the Lead Community, the District Control Units and the 48<sup>th</sup> District Court from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on the part of the MACC, employees of the MACC or representatives of the MACC, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the MACC.

# **17. ENTIRE AGREEMENT.**

This Agreement shall be considered a separate and independent document of which it shall supersede any and all other Agreements, either oral or written between the parties. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any party.

# **18. REPRESENTATION.**

All parties to this Agreement acknowledge that no representation, inducements, promises or other agreements orally or otherwise have been made by any party hereto or by any action on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties.

# **19. SEVERABILITY**.

In the event that any provision, clause, sentence, section or other part of the Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement will nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party.

# 20. WAIVER.

If either party fails to enforce any provisions contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

# 21. JURISDICTION AND VENUE.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

# 22. NOTICE.

All Notices under this Agreement shall be made to respective Parties at the addresses listed herein. The parties are bound to this Agreement, as are their successors, assigns and transferees. This agreement may not be assigned or transferred without the express written consent of both Parties.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above written.

# **CITY OF BIRMINGHAM**

By: Thomas M. Markus Its: City Manager

STATE OF MICHIGAN. ) )SS

COUNTY OF OAKLAND

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021 before me personally appeared Thomas M. Markus, City Manager, who acknowledged that with authority on behalf of the City of Birmingham to do so he signed this Agreement.

Notary Public, Oakland County, Michigan Acting in Oakland County My Commission Expires:

# **STEPHANIE ACHENBACH (MACC)**

Acherban By: Stephanie Ann Achenbac

STATE OF MICHIGAN

) )SS )

COUNTY OF OAKLAND

On this 15t day of <u>September</u>, 2021 before me personally appeared Stephanie Ann Achenbach, who acknowledged authority to sign this Agreement.

Notary Public, Oakland County, Michigan Acting in Oakland County My Commission Expires: 6/1/2025

Dana M. Salansky, Notary Public Macomb County, Michigan Acting in Oakland County, Michigan My Commission Expires: 6/1/2025

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Dana M. Saleneny, Notory Public Macomb County, Michigan Acting in Oakland County, Michigan My Commission Expires: 6/1/2025

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#### AGREEMENT FOR MANAGED ASSIGNED COUNSEL COORDINATOR (MACC) UNDER THE MICHIGAN INDIGENT DEFENSE COMMISSION ACT (MIDC)

#### BETWEEN

# <u>THE CITY OF BIRMINGHAM AS THE "LEAD COMMUNITY" FOR THE DISTRICT</u> <u>CONTROL UNITS OF THE 48<sup>TH</sup> DISTRICT COURT</u> <u>AND</u> <u>STEPHANIE ANN ACHENBACH (MACC)</u>

This Agreement is made and entered into as of August-September \_\_\_\_\_\_, 2021 by and between the City of Birmingham, a Michigan Municipal Corporation, whose address is 151 Martin St., Birmingham, MI 48009 ("City" or "Lead Community") and Stephanie Ann Achenbach, a Michigan attorney, whose address is 411 Wilcox Street, Rochester, MI 48307 ("MACC"). In this Agreement, the City of Birmingham and Stephanie Ann Achenbach may also be referred to individually as "Party" or jointly as "Parties."

#### RECITALS

WHEREAS, the State of Michigan has enacted the MICHIGAN INDIGENT DEFENSE COMMISSION ACT of 2013, Public Act 93 of 2013, MCL 780.981 et seq., to create the Michigan Indigent Defense Commission (MIDC) to provide indigent defendants in criminal cases with effective assistance of counsel, to provide standards for the appointment of legal counsel and to provide for and limit certain causes of action, and to provide for certain appropriations and grants to fund the activities under the Act; and

WHEREAS, the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor are the seven District Control Units for the 48<sup>th</sup> District Court ("District Control Units"); and

WHEREAS, in order to obtain the State grant necessary to pay for most of the Indigent Counsel Program at the 48th District Court for the 2022 fiscal year, it is necessary for a "Lead Community" to be selected from the District Control Units and the Lead Community, with assistance from a selected Managed Assigned Counsel Coordinator (MACC), must file with the State, a Compliance Plan (showing how the 48th District Court's Indigent Counsel Program will comply with the MIDC standards) and a Cost Analysis/Grant Request (requesting the State grant to pay for most of the Indigent Counsel Program) which Compliance Plan and Cost Analysis Grant Request will be prepared by the MACC, but must be signed and submitted by the designated Lead Community; and

WHEREAS, the City of Birmingham has been designated by the District Control Units and has agreed to be the Lead Community, for the 2022 State fiscal year, and all of the District Control Units have entered into a Memo of Understanding and will enter into an Inter-local Agreement designating the City of Birmingham to act as the Lead Community assuming responsibility for the District Control Units' roles and responsibilities regarding the 48<sup>th</sup> District Court's Indigent Counsel Program.

WHEREAS, the MIDC, requires the Lead Community, as part of an approved plan, to engage the services of an Managed Assigned Counsel Coordinator (MACC) to oversee and manage the 48th District Court's criminal defense program and criminal defense attorneys. The MACC will perform her duties at the direction and under the supervision of the Lead Community; and,

WHEREAS, beginning with the State's 2022 fiscal year, the Lead Community's primary responsibilities with respect to the Indigent Counsel Program at the 48<sup>th</sup> District Court will be to establish a fund and to issue checks to pay the public defenders and other vendors associated with the Indigent Counsel Program; and provide year end accounting and to issue income and tax documentation to those receiving funds; and

WHEREAS, the City of Birmingham, acting under its authority as the MIDC Lead Community, desires to enter into an agreement for the purpose of engaging Stephanie Ann Achenbach as an independent contractor to be the Managed Assigned Counsel Administrator (MACC) and to perform all of the required statutory duties of a MACC for the 48<sup>th</sup> District Court Indigent Counsel Program.

#### AGREEMENT

**THEREFORE**, based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

#### 1. **RESPONSIBILITIES, DUTIES AND SCOPE OF WORK.**

Stephanie Ann Achenbach shall be the MIDC Managed Assigned Counsel Coordinator (MACC) for the 48<sup>Th</sup> District Court and shall be responsible for operating the 48<sup>th</sup> District Court's Indigent Criminal Defense Program to ensure that adult defendants receive competent legal representation in criminal proceedings under and pursuant to the MICHIGAN INDIGENT DEFENSE COMMISSION ACT of 2013, Public Act 93 of 2013, MCL 780.981 et seq. The MACC will be responsible for screening, selecting and maintaining a roster of eligible attorneys for case assignment, evaluating attorney performance, maintaining payments to participating attorneys, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation. The MACC shall perform the administrative Responsibilities, Duties and Scope of Work under this Agreement for no less than 6 hours per week. The MACC shall represent eligible indigent individuals on specific arraignment and/or docket days and other appearances as requested by the Court, including performing related legal services associated with the provision of competent and consistent legal representation of indigent individuals at the 48<sup>th</sup> District Court for no less than 32 hours per week. The MACC shall provide the following services as the MIDC Managed Assigned Counsel Coordinator:

 Manage the 48<sup>th</sup> District Court's public criminal defense operation separate from the 48<sup>th</sup> District Court including budgeting, planning, and general administration. Provide the City Manager and Court Administrator with quarterly reports regarding caseload, legal resources and costs, including assisting the lead community in preparing the fiscal portion of all reports.

- B. Assist the 48<sup>th</sup> District Court with indigency eligibility screening for assigned counsel based on income and available assets per MCL 780.991(3)(a)(b)(c)(d).
- C. Identify attorneys that are qualified to accept appointments and ensure that all attorneys that accept appointments meet the MIDC standards for providing effective representation, including verifying that all attorneys have attained the required 12 annual CLE hours.
- D. Maintain a roster of qualified attorneys, assign counsel to cases, and oversee scheduling of counsel, monitor cases and performance of assigned attorneys.
- E. Approve the use of investigators, experts and other resources required for particular cases and assigned counsel.
- F. Review and approve vouchers for payment from attorneys on the assigned counsel roster in accordance with the 48<sup>th</sup> District Court MIDC compliance plan.
- G. If there is a break down in the Attorney Client relationship between an indigent defendant and Counsel on the Roster, the MACC will assign new counsel from the roster of qualified attorneys.
- H. Assist with the coordination of Compliance with the MIDC standards, including annual grant requests for funding and compliance plans.
- I. Attend legal conferences, meeting or seminars to stay current on legal issues, updates and administrative techniques regarding public defender requirements and other legal matters.
- J. Represent eligible indigent individuals on specific arraignment and/or docket days and other appearances as requested by the Court, including performing related legal services associated with the provision of competent and consistent legal representation of indigent individuals at the 48<sup>th</sup> District Court, for no less than 32 35-hours per week.
- J. Perform other duties that may be required to comply with current and future MIDC standards.

#### 2. INDEPENDENT CONTRACTOR REPRESENTATION.

The implementation of the Agreement does not constitute a hiring by either party. It is the intention of the parties that the MACC is an independent contractor and shall maintain an independent contractor status and shall not be considered an employee of the Lead Community, the District Control Units or the 48<sup>th</sup> District Court for any purposes, including but not limited to, the application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, State Revenue and Taxations Code

relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims.

This Agreement shall not be construed or considered to be a partnership, joint venture, or any other type of joint business venture. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement. The Lead Community, the District Control Units or 48<sup>th</sup> District Court shall not be held liable for any obligations incurred by the Independent Contractor, unless otherwise specifically authorized and agreed upon in writing. The Independent Contractor shall not act as an agent or representative of the Lead Community, the District Control Units or 48<sup>th</sup> District Court, superficially or otherwise, nor bind the Lead Community, the District Control Units or 48<sup>th</sup> District Court units or 48<sup>th</sup> District Court, superficially authorized and agreed upon in writing.

# **3.** DOCUMENTS, RECORDS OR BOOKS.

Any and all documents, records or books which may be related to the Responsibilities, Duties and Scope of Work, as set forth in this Agreement shall be maintained by the MACC and open to inspection by the Lead Community. The documents, records and/or books to which the Lead Community shall be entitled to inspect and receive copies of include but are not limited to, any and all orders, work product and other documents prepared in performance of the Responsibilities, Duties and Scope of Work.

# 4. COMPENSATION.

The MACC shall be compensated \$90,000.00 annually for the performance of the <u>administrative</u> Responsibilities, Duties and Scope of Work under this Agreement <u>for no less than 6 hours per</u> <u>week</u> and, for representing eligible indigent individuals on specific arraignment and/or docket days and other appearances as requested by the Court, <u>including performing related legal services</u> <u>associated with the provision of competent and consistent legal representation of indigent</u> <u>individuals at the 48<sup>th</sup> District Court</u> for no less than <u>24–32</u> hours per week. The MACC shall submit bi-monthly invoices to the Lead Community, who shall pay MACC, from the MIDC grant funds, in the amount of \$3750 on the 15<sup>th</sup> and last day of each month.

# 5. TERM.

The term of this Agreement shall commence October 1, 2021, and end September 30, 2022, and may be renewable, in writing, on a year by year basis thereafter up to four (4) additional years, in accordance with MDIC guidelines, so long as the Act is still in effect. Regardless of the term of this agreement, the Lead Community may, for any reason, terminate the Agreement with a minimum sixty (60) day written notice to the MACC. The MACC may terminate this agreement, for any reason, with a ninety (90) day written notice to the Lead Community.

# 6. TAX WITHHOLDING.

The MACC acknowledges and recognizes that it shall complete and return to the Lead Community and IRS form 1099 and related tax statements, and shall be required by law to file corporate or individual tax returns and to pay said taxes pursuant to all provisions of applicable Federal, State and Local laws. The MACC agrees to indemnify the Lead Community, the District Control Units and 48<sup>th</sup> District Court for any damages or expenses including and relating to the attorney's fees and legal expenses incurred by the Lead Community, the District Control Units or 48<sup>th</sup> District Court as a result of MACC's failure to make such required payments. Upon request of the Lead Community, the District Control Units or the 48<sup>th</sup> District Court, the MACC shall provide proof of required tax payments.

# 7. BENEFIT RIGHTS WAIVER.

The MACC, as an independent contractor, waives and forgoes any and all right to receive any benefits that may be provided by the Lead Community, the District Control Units or the 48<sup>th</sup> District Court to its regular employees, including but not limited to, health benefits, vacation, retirement, profit sharing plans, sick leave and any retirement plans. The MACC acknowledges and agrees that if any government agency or court of law claims that the MACC is an employee, the MACC agrees to waive coverage under these plans. This waiver is applicable to all non-salary benefits, which might otherwise be found to accrue to the MACC by virtue of this agreement with the Lead Community. This waiver is effective independently of the MACC's employment status as adjudicated for taxation purposes or for any other purposes.

# 8. NON-PARTNERSHIP OR OWNERSHIP CAUSE.

Neither the MACC nor any of MACC's representatives, agents or principals shall become or be considered an owner, partner, joint venture with or agent of the Lead Community, the District Control Units, the 48<sup>th</sup> District Court or any of their subsidiaries, affiliates or related companies or businesses by reason of this Agreement or their relationship with the Lead Community, the District Control Units or the 48<sup>th</sup> District Court unless otherwise declared or stipulated in a separate written agreement that has been signed and dated by all parties. The MACC or any representative, agent, principal, officer or anyone who may be retained by the MACC shall not have any authority to bind the Lead Community, the District Control Units or the 48<sup>th</sup> District Court unless otherwise declared or stipulated in a separate written agreement who may be retained by the MACC or any representative, agent, principal, officer or anyone who may be retained by the MACC shall not have any authority to bind the Lead Community, the District Control Units or the 48<sup>th</sup> District Court in any respect unless otherwise set forth in a separate written agreement which has been signed and dated by all parties.

# 9. **RETURN OF PROPERTY.**

Upon the termination of this Agreement, or at the request of either party, each party shall promptly and immediately deliver to the other party any and all property in its possession or under its control belonging to the other party, Lead Community, the District Control Units or the 48<sup>th</sup> District Court, including but not limited to, proprietary information, trade secrets, intellectual property, computers, equipment, pass keys, identification, documents, plans, recordings, software and all related records and/or accounting/financial information.

# 10. EXPENSES.

The MACC agrees to maintain separate financial accounts with regard to all expenses related to performing the Responsibilities, Duties and Scope of Work under this Agreement. The MACC shall be solely responsible for payment of all out of pocket expenses incurred pursuant to this Agreement unless otherwise provided in writing by the Lead Community.

# 11. WORK PRODUCT - WORK FOR HIRE.

The MACC acknowledges and agrees that all work product performed for the Lead Community, the District Control Units or the 48<sup>th</sup> District Court shall be subject to the Lead Community's discretion and control and that such work constitutes Work for Hire, Work Product pursuant to United States Code Title 17 - Chapter 2 - Section 210 & 202 Ownership of Copyright & Material. Any and all property and/or work created, developed, invented, devised, conceived or discovered by the MACC shall be subject to current copyright and/or other protections and are explicitly considered by the Parties to be "works made for hire" work product and thus shall be considered the sole property of the District Control Units. The District Control Units shall be considered the Author of Program pursuant to the U.S. Copyright laws. Any and all works for hire shall be the sole exclusive property of the District Control Units. Furthermore, consistent with the MACC's recognition of the District Control Units' sole and complete ownership rights in the materials, the MACC agrees to not make use of said proprietary information or any part thereof for the benefit of any party other than the District Control Units.

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The MACC shall be required to treat all court employees, defendants, staff, witnesses, experts, others and other affiliates with respect and responsibility. The MACC shall be required to comply with all laws, regulations and rules of professional responsibility to complete the Responsibilities, Duties and Scope of Work under this Agreement.

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The MACC agrees to provide to the Lead Community proof of general liability malpractice insurance, and provide MACC an executed workmen's compensation coverage waiver.

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All persons, which have been hired by the MACC to assist in the performance of the duties, tasks, and responsibilities that are necessary to complete the Responsibilities, Duties and Scope of Work under this Agreement, shall be considered the employees of the MACC, unless otherwise specifically noted in an agreement signed by all parties. The MACC shall immediately provide proof of Workers' Compensation insurance and General Liability insurance on said employees, upon request by the Lead Community.

## **15. MEDIATION AND ARBITRATION.**

In the event that a controversy should arise between the parties to this Agreement which would involve the construction or application of any of the terms, provisions or conditions of this

Agreement, a written request of either party served on the other, shall be submitted first to mediation and if the issue cannot be resolved, it shall then proceed to binding arbitration. Mediation or binding arbitration proceedings shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Dispute, unless said Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

# **16. INDEMNIFICATION.**

The MACC shall defend, indemnify, hold harmless and insure the Lead Community, the District Control Units and the 48<sup>th</sup> District Court from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on the part of the MACC, employees of the MACC or representatives of the MACC, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the MACC.

# **17.** ENTIRE AGREEMENT.

This Agreement shall be considered a separate and independent document of which it shall supersede any and all other Agreements, either oral or written between the parties. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any party.

# **18. REPRESENTATION.**

All parties to this Agreement acknowledge that no representation, inducements, promises or other agreements orally or otherwise have been made by any party hereto or by any action on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties.

# **19. SEVERABILITY**.

In the event that any provision, clause, sentence, section or other part of the Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement will nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party.

# 20. WAIVER.

If either party fails to enforce any provisions contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

# 21. JURISDICTION AND VENUE.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise

required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

# 22. NOTICE.

All Notices under this Agreement shall be made to respective Parties at the addresses listed herein. The parties are bound to this Agreement, as are their successors, assigns and transferees. This agreement may not be assigned or transferred without the express written consent of both Parties. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above written.

# **CITY OF BIRMINGHAM**

By:

Thomas M. Markus Its: City Manager

STATE OF MICHIGAN.	)
	)SS
COUNTY OF OAKLAND	)

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021 before me personally appeared Thomas M. Markus, City Manager, who acknowledged that with authority on behalf of the City of Birmingham to do so he signed this Agreement.

Notary Public, Oakland County, Michigan Acting in Oakland County My Commission Expires:

#### **STEPHANIE ACHENBACH (MACC)**

By:\_\_\_\_\_ Stephanie Ann Achenbach

STATE OF MICHIGAN ) )SS

COUNTY OF OAKLAND

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 before me personally appeared Stephanie Ann Achenbach, who acknowledged that with authority on behalf of Stephanie Achenbach

(MACC) to do so she signed this Agreement.

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Notary Public, Oakland County, Michigan Acting in Oakland County My Commission Expires: DATE: September 13, 2021

TO: Thomas M. Markus

FROM: Mary M. Kucharek

#### SUBJECT: NEXT Interlocal Agreement

#### INTRODUCTION:

• Four (4) communities would like to enter into an Interlocal Agreement regarding Joint Senior Services provided by a 501(c) non-profit organization.

#### BACKGROUND:

- Communities have different opportunities to serve their senior members. Some communities, for instance Rochester Hills, provide senior services through the local government. When a municipality decides to provide complex senior services to its citizens and surrounding communities, municipalities can join together and enter into Interlocal Agreements detailing the duties and obligations of each of its members. Those types of Interlocal Agreements will set out the parameters for Board of Directors and ongoing capital endeavors to fund these programs. In fact, our neighboring community, Bloomfield Township, is another example.
- Other municipalities, while always concerned for its seniors, can find themselves fortunate to have their seniors served by local non-profit organizations. The City of Birmingham is fortunate to have NEXT in its jurisdictional boundaries which enriches the lives of its senior citizens. NEXT is a 501(c) non-profit organization which has been serving the community of Birmingham and its neighbors for over 40 years offering support services and programs that focus on allowing all older adults to live independently. NEXT provides comprehensive support services by raising money through grants, donations, fundraising, and participation from four (4) communities including Birmingham.
- There have been many discussions between Birmingham and its three (3) neighbors, Village of Beverly Hills, Village of Bingham Farms, and Village of Franklin, which are the four (4) communities whose seniors benefit the most from NEXT and its programming, to enter into a very complex Interlocal Agreement. Upon reviewing the Interlocal Agreement that was in discussion for the past year or so, I believe it is not the most appropriate avenue for the City of Birmingham. Likewise, the other three (3) local units and their leaders did not want to enter into such a complex Interlocal Agreement because it would likely result in the local communities providing the senior services instead of this 501(c) non-profit organization. The language of the Interlocal being discussed for the past

number of months overstepped the boundaries of the municipalities and would step into the shoes of the 501(c) organization.

 After much discussion with the Director of NEXT and our neighboring communities, we have identified this Interlocal Agreement to be appropriate. This Agreement allows NEXT to be able to rely upon stabilization and predictability for its finances in order to continue to serve the seniors in all four (4) governmental units. This Interlocal Agreement simply states that NEXT can rely upon the ongoing financial participation of the four (4) units in the same manner they have for past years participation.

# LEGAL REVIEW:

• The City Attorney drafted the Agreement and believes this Interlocal Agreement is the appropriate agreement to assist NEXT in being able to rely upon the four (4) governmental units in continuing its endeavors. At any time in the future if the role of the municipalities change, new agreements can be drafted. As of today, the City of Birmingham, nor its three (3) neighboring communities, are in positions of or have the desire to purchase large assets like buildings, etc. on behalf of the non-profit. If times change, or if new endeavors are sought, we can certainly draft new agreements.

#### FISCAL IMPACT:

• In the past, the City of Birmingham's contribution to NEXT has been approximately \$122,944.00, which is 67% of the total contribution from the four (4) funding units.

#### SUMMARY:

• It is advisable for the City of Birmingham to enter into this Interlocal Agreement which promises to NEXT its continuing contribution of approximately \$123,000.00 each year.

#### ATTACHMENTS:

- Interlocal Agreement for Joint Senior Services
- Redlined Interlocal Agreement reflecting changes from last Commission meeting
- Agreement previously rejected by the units
- Last year's financial submissions to the IRS by NEXT

#### SUGGESTED COMMISSION ACTION:

 To make a motion to adopt a Resolution approving the City of Birmingham's participation in an Interlocal Agreement for Joint Senior Services, which together with three (3) neighboring communities, articulates their intention to contribute money so that NEXT and its Board of Directors may rely upon these monies in order to serve the seniors residing in the governmental units, and to authorize the City Manager to sign the Agreement on behalf of the City.

# INTERLOCAL AGREEMENT JOINT SENIOR SERVICES

This Interlocal Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **VILLAGE OF BEVERLY HILLS**, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; the **VILLAGE OF BINGHAM FARMS**, a Michigan municipal corporation located at 24255 Thirteen Mile Road, Suite 190; the **CITY OF BIRMINGHAM**, a Michigan municipal corporation located at 151 Martin Street; and the **VILLAGE OF FRANKLIN**, a Michigan municipal corporation located at 32325 Franklin Road (hereinafter referred to as "governmental units").

**WHEREAS**, NEXT is at 2121 Midvale, Birmingham, Michigan and offers an Active Adult Activity Center which is located in a school building, as provided in-kind by the Birmingham Public Schools in partnership with the member communities as an element of continuing education; and,

**WHEREAS**, this Interlocal Agreement is for the governmental units which are parties hereto in order to join together to establish an agreement for the purposes set forth; and,

**WHEREAS**, the governmental units wish to collectively formalize their commitments to provide funds for senior services.

# THEREFORE, IT IS AGREED AS FOLLOWS:

# **ARTICLE I – PURPOSE**

NEXT is a 501(c) Non-Profit Organization which has been serving the community for over forty (40) years offering support services and programs that focus on allowing older adults to live independently. NEXT provides a comprehensive Support Service Department, services provided include, but are not limited to, transportation, and actions directed toward the improvement of the social, legal, health, housing, emotional, nutritional, and mobility status of persons over 50 years of age. In addition, NEXT offers a robust calendar of activities such as fitness, creative arts, travel, life-long learning and many weekly opportunities for socialization and enrichment. It offers these programs and services to all individuals 50 years of age and older, residing in the governmental units which are part of this Agreement.

The purpose of this Interlocal Agreement is strictly for the purpose of NEXT being able to rely upon stabilization and predictability for its finances in order to serve the seniors residing in the governmental units. Simply stated, the purpose of this Interlocal Agreement is to give NEXT dependability upon the governmental units for their budget and its framework of support.

At some point in time, should the parties choose to provide a municipal-based senior service center or services, there may be an opportunity for the governmental units involved in this Agreement to enter into other agreements providing for a larger framework under governmental direction and ownership.

# **ARTICLE II – APPROPRIATION OF FUNDS FOR SERVICES**

The people of the State of Michigan enacted MCL §§ 400.571 – 400.577 which allows a local unit of government to appropriate funds in order to provide money to public or private non-profit corporations or organizations for the purpose of planning, coordinating, and in providing

services to older persons. The appropriation for funds of services must be approved by the majority of the members of the governing body of the local unit of government. Therefore, while public funds usually cannot be used for private non-profit corporations, in the case of providing senior services, the units are legally able to grant money because of the act as stated.

# ARTICLE III – FINANCES

Quarterly, the Executive Director of NEXT will provide to each governmental unit a financial statement. It is important to note that NEXT functions with a finance committee and must have their financial reports and budgets authorized by its Board of Directors.

It is obviously paramount that each of the governmental units providing funds to NEXT be assured that public funds are being used appropriately and efficiently. To that end, annually, by January 31 of each year, the Executive Director is to provide a detailed financial statement demonstrating day-to-day operations and appear at each governmental unit's legislative authority to demonstrate the budget and receive approval.

NEXT engages, at this time, Gordon Advisors, P.C., Certified Public Accountants, to prepare all tax returns to the tax authorities and end of the year review, as required by the IRS by statute. This end of year review and tax filing is completed annually. An audit by an auditing company is not required by the IRS. As such, this filing provides a full written report and statement of NEXT's financial compliance. This report will be provided to each governmental unit yearly by NEXT.

# **ARTICLE IV – PARTICIPATION**

The parties hereto agree that each governmental unit will participate in granting money to NEXT as requested and in amounts equivalent to the governmental unit's past year's contribution. A governmental unit may annually increase or decrease these funding contributions, which are payments for services rendered to the communities' seniors, during each subsequent fiscal year as approved by the municipal governing unit. The following table demonstrates the usual funding by each governmental unit.

Community	Population (2018 Est.)*	2019 SEV**	Percentage of SEV	<u>Contribution</u> <u>Amount</u>	Percentage of Contribution
Birmingham	21,322	3,192,674,170	68%	\$122,944	67%
Beverly Hills	10,410	800,972,340	17%	\$43,375	24%
Bingham Farms	1,152	205,360,240	5%	\$4,639	3%
Franklin	3,255	443,872,130	10%	\$10,000	6%

\*www.worldpopulationreview.com or U.S. Census, if available.

\*\*2019 Oakland County Equalization Report

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

#### **ARTICLE V – MISCELLANEOUS**

This Agreement may be amended in whole or in any part by written agreement of all of the parties at any time. Each governmental unit and NEXT is obligated to fully comply with all applicable local, state, and federal laws, regulations, grant conditions and contract provisions. This Agreement shall be in full force and effect on the date the Agreement is signed by all parties. This Agreement shall remain in effect and continue indefinitely unless terminated in writing by each governmental unit.

VILLAG	E OF	BEV	ERLY	HILLS
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By: \_\_\_\_\_

Its:\_\_\_\_\_

VILLAGE OF BINGHAM FARMS

Ву: \_\_\_\_\_

Its:\_\_\_\_\_

CITY OF BIRMINGHAM

Ву: \_\_\_\_\_

Its:\_\_\_\_\_

VILLAGE OF FRANKLIN

Ву: \_\_\_\_\_

Its:\_\_\_\_\_

#### INTERLOCAL AGREEMENT JOINT SENIOR SERVICES

This Interlocal Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **VILLAGE OF BEVERLY HILLS**, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; the **VILLAGE OF BINGHAM FARMS**, a Michigan municipal corporation located at 24255 Thirteen Mile Road, Suite 190; the **CITY OF BIRMINGHAM**, a Michigan municipal corporation located at 151 Martin Street; and the **VILLAGE OF FRANKLIN**, a Michigan municipal corporation located at 32325 Franklin Road (hereinafter referred to as "governmental units").

**WHEREAS**, NEXT is at 2121 Midvale, Birmingham, Michigan and offers an Active Adult Activity Center which is located in a school building, as provided in-kind by the Birmingham Public Schools in partnership with the member communities as an element of continuing education; and,

**WHEREAS**, this Interlocal Agreement is for the governmental units which are parties hereto in order to join together to establish an agreement for the purposes set forth; and,

**WHEREAS**, the governmental units wish to collectively formalize their commitments to provide funds for senior services.

## THEREFORE, IT IS AGREED AS FOLLOWS:

#### ARTICLE I – PURPOSE

NEXT is a 501(c) Non-Profit Organization which has been serving the community for over forty (40) years offering support services and programs that focus on allowing older adults to live independently. NEXT provides a comprehensive Support Service Department, services provided include, but are not limited to, transportation, and actions directed toward the improvement of the social, legal, health, housing, emotional, nutritional, and mobility status of persons over 50 years of age. In addition, NEXT offers a robust calendar of activities such as fitness, creative arts, travel, life-long learning and many weekly opportunities for socialization and enrichment. It offers these programs and services to all individuals 50 years of age and older, residing in the governmental units which are part of this Agreement.

The purpose of this Interlocal Agreement is strictly for the purpose of NEXT being able to rely upon stabilization and predictability for its finances in order to serve the seniors residing in the governmental units. <u>Easily Simply</u> stated, the purpose of this Interlocal Agreement is to give NEXT dependability upon the governmental units for their budget and its framework of support.

At some point in time, should the parties choose to provide a municipal-based senior service center or services, there may be an opportunity for the governmental units involved in this Agreement to enter into other agreements providing for a larger framework under governmental direction and ownership.

#### ARTICLE II – APPROPRIATION OF FUNDS FOR SERVICES

The people of the State of Michigan enacted MCL §§ 400.571 – 400.577 which allows a local unit of government to appropriate funds in order to provide money to public or private non-profit corporations or organizations for the purpose of planning, coordinating, and in providing services to older persons. The appropriation for funds of services must be approved by the majority of the members of the governing body of the local unit of government. Therefore, while public funds usually cannot be used for private non-profit corporations, in the case of providing senior services, the units are legally able to grant money because of the act as stated.

# ARTICLE III – FINANCES

Quarterly, the Executive Director of NEXT will provide to each governmental unit a financial statement. It is important to note that NEXT functions with a finance committee and must have their financial reports and budgets authorized by its Board of Directors.

It is obviously paramount that each of the governmental units providing funds to NEXT be assured that public funds are being used appropriately and efficiently. To that end, annually, by January 31 of each year, the Executive Director is to provide a detailed financial statement demonstrating day-to-day operations and appear at each governmental unit's legislative authority to demonstrate the budget and receive approval.

NEXT engages, at this time, Gordon Advisors, P.C., Certified Public Accountants, to prepare all tax returns to the tax authorities and end of the year review, as required by the IRS by statute. This end of year review and tax filing is completed annually. An audit by an auditing company is not required by the IRS. As such, this filing provides a full written report and statement of NEXT's financial compliance. This report will be provided to each governmental unit yearly by NEXT.

# ARTICLE IV - PARTICIPATION

The parties hereto agree that each governmental unit will participate in granting money to NEXT as requested and in amounts at least equivalent to the governmental unit's their past year's donationscontribution. The parties A governmental unit may annually increase or decrease adjust these funding contributions, which are payments for services rendered to the communities' seniors, during each subsequent fiscal year as approved by the municipal governing unit. The following table demonstrates the usual funding by each governmental unit.

Community	Population (2018 Est.)*	2019 SEV**	Percentage of SEV	<u>Contribution</u> <u>Amount</u>	Percentage of Contribution
Birmingham	21,322	3,192,674,170	68%	\$122,944	67%
Beverly Hills	10,410	, , , , , , , , , , , , , , , , , , , ,	17%	\$43,375	24%
		800,972,340			
Bingham	1,152		5%	\$4,639	3%
Farms		205,360,240			

Franklin	3,255		10%	\$10,000	6%
		443,872,130			

\*www.worldpopulationreview.com or U.S. Census, if available.

\*\*2019 Oakland County Equalization Report

<u>A governmental unit may terminate its participation in The parties may terminate</u> this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

#### ARTICLE V – MISCELLANEOUS

This Agreement may be amended in whole or in any part by written agreement of all of the parties at any time. Each governmental unit and NEXT is obligated to fully comply with all applicable local, state, and federal laws, regulations, grant conditions and contract provisions. This Agreement shall be in full force and effect on the date the Agreement is signed by all parties. This Agreement shall remain in effect and continue indefinitely unless terminated in writing by each governmental unit.

VILLAGE OF BEVERLY HILLS
Ву:
Its:
VILLAGE OF BINGHAM FARMS
Ву:
Its:
CITY OF BIRMINGHAM
Ву:
Its:
VILLAGE OF FRANKLIN
Ву:
Its:

#### INTERLOCAL AGREEMENT JOINT SENIOR SERVICES

This Interlocal Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Village of Beverly Hills, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; the Village of Bingham Farms, a Michigan municipal corporation located at 24255 Thirteen Mile Road, Suite 190; the City of Birmingham, a Michigan municipal corporation located at 151 Martin Street; and the Village of Franklin, a Michigan municipal corporation located at 32325 Franklin Road.

WHEREAS, this Interlocal Agreement is for the governmental units which are parties hereto to join together to establish a Commission for the purposes set forth herein pursuant to and under the authority of the Urban Cooperation Act, Act 7 of the Public Acts of 1967, amended; Act 39 of the Public Acts of 1976, as amended; Act 35 of the Public Acts of 1951, as amended and Act 150 of the Public Acts of 1923, as amended.

WHEREAS, the current facility located at 2121 Midvale, Birmingham, Michigan that is used as an Active Adult Activity Center is provided in-kind by the Birmingham Public Schools in partnership with the member communities as an element of continuing education. The current arrangement date January 2019 outlining this arrangement is appended as Exhibit A to this Agreement.

#### IT IS AGREED AS FOLLOWS:

#### ARTICLE I – PURPOSE

The purpose of this Interlocal Agreement is to establish an Active Adult Commission to provide activities and services for older persons, defined as those individuals fifty (50) years of age or older residing in the governmental units which are parties to this Agreement. The activities and services to be provided shall include, but are not limited to, transportation and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of older persons. This Commission may also include the joint ownership and operation of an Active Adult Activity Center.

The Active Adult Commission shall serve as a policy-making body and engage an Executive Director who shall be charged with managing the day-to-day operations of the organization and reporting directly to the Active Adult Commission.

#### ARTICLE II – ACTIVE ADULT ACTIVITY CENTER

Should the parties wish to secure a facility to own and/or operate an Active Adult Activity Center, each governmental body shall, by resolution, confirm their commitment to this effort and its respective funding. Upon approval of the required funding necessary to secure and/or construct an Active Adult Activity Center, the Commission may contract, own, operate and manage a joint Active Adult Activity Center to provide activities and services for older persons in accordance with its Purpose. Upon approval by the governmental bodies, the Commission shall have the authority for the purpose of acquisition of a site and building or the acquisition of a site and construction of a building, as the parties hereto may agree to in the future. The contribution of funds for this purpose shall also serve as the allocation for distribution in the event of dissolution of the Commission.

#### ARTICLE III – ACTIVE ADULT COMMISSION

#### SECTION 1. CREATION OF AN ACTIVE ADULT COMMISSION.

Upon the signing of this Agreement by the parties hereto and the filing of it with the Oakland County Clerk and upon or after the effective date of this Agreement, the Active Adult Commission shall be created as a separate public corporation pursuant to the statutory authority cited herein, with the powers, functions and duties provided in this Agreement and by law.

#### SECTION 2. NAME.

The initial name of the governing body shall be the Active Adult Commission. The Commission may recommend a new name. Upon approval of a new name, the parties hereto shall enter into a written Amendment of this Agreement and file it with the Oakland County Clerk, which filing shall have the effect of changing the name.

#### SECTION 3. MEMBERSHIP OF COMMISSION.

- A. The Commission shall be composed of a total of Seven (7) members with representation from each respective governmental body. The allocation, as consistent with Section F below, shall be as follows:
  - 1.) Three (3) members-at-large from the City of Birmingham.
  - 2.) Two (2) members-at-large from the Village of Beverly Hills.
  - 3.) One (1) member-at-large from the Village of Bingham Farms.
  - 4.) One (1) member-at-large from the Village of Franklin.
- B. The Village Councils and City Commission shall, by Resolution, appoint its members, who shall serve at the pleasure of the respective Village Councils and City Commission and may be removed by Resolution of the respective Village Councils and City Commission at any time, with or without cause. The timing for the appointment of members should be determined by the Village Councils and City Commissions, but not later than sixty (60) days after the effective date of this Agreement.
- C. Commission members shall serve for a term of three (3) years, not exceeding two (2) terms. The terms shall commence as follows:

- 1.) Three (3) members-at-large from the City of Birmingham. Initial appointments shall be for one year, two year and three year terms respectively for establishing an interval of future appointments. Going forward all terms shall be three years.
- 2.) Two (2) members-at-large from the Village of Beverly Hills. Initial appointments shall be for two year and three year terms respectively for establishing an interval of future appointments. Going forward all terms shall be three years.
- 3.) One (1) member-at-large from the Village of Bingham Farms.
- 4.) One (1) member-at-large from the Village of Franklin.
- D. Any vacancy on the Commission arising for any reason shall be filled by appointment within thirty (30) days of the vacancy, for the remainder of the unexpired term. In the event the Commission stands as an even number, the highest populated governmental body will receive an additional Commission member, to be appointed by that governmental body. This Commission member shall serve until its position is no longer necessary to establish an odd number on the Commission, not exceeding the term limit listed in this Section.
- E. Members of the Commission shall serve without compensation.
- F. The allocation of Commission members for each party hereto shall be determined according to the following population amounts: governmental bodies with populations over 20,000 shall receive three (3) commission members; governmental bodies with populations between 10,000 and 19,999 shall receive two (2) commission members; and governmental bodies with populations under 10,000 shall receive one (1) commission member.
- G. If potential new members wish to join as a party to this Interlocal Agreement following its execution, they shall submit a written request to the Commission at is Registered Office. The Commission shall then consider such request at a future meeting. The Commission shall consider the related demands on services and costs to the organization in relation to the revenues and benefits from such change. Upon conclusion of its review and analysis, the Commission shall advise each governmental unit of its recommendation. Should the Commission agree to recommend new membership under this Agreement, it shall provide such recommendation with related analysis to the governmental units to amend this Agreement by a majority vote of the existing governmental units. New membership shall begin either in January or July and would be prorated accordingly based on the time of the fiscal year.

#### SECTION 4. OFFICERS.

A. The Commission shall elect at its first meeting of each year, from its membership, a Chairperson, Vice Chairperson and Secretary, who shall hold office for terms of one

(1) year, and until a successor is appointed, or until a resignation or removal.

- B. Vacancies in any office shall be filled by the Commission within thirty (30) days of the vacancy, for the remainder of the unexpired term.
- C. The Chairperson shall preside at all meetings of the Commission and shall have all privileges and duties of a Commission member. The Vice Chairperson shall preside at all meetings of the Commission at which the Chairperson is absent. The Secretary shall keep or cause to be made, all non-financial records, reports and minutes required by this Agreement and applicable law and shall be charged with assuring compliance with the Open Meetings Act and the Michigan Freedom of Information Act.

#### SECTION 5. MEETINGS.

- A. The Commission shall meet at least four times a year and shall at its first meeting of each year establish a regular meeting schedule which shall be posted at the offices of the parties hereto in similar form and within similar times as required by law for governmental meeting schedules.
- B. Special meetings of the Commission may be called by the Chairperson, or in the absence of the Chairperson, by the Vice Chairperson.
- C. Each Commission member shall receive five (5) days written notice of all regular meetings and two (2) days written notice of all special meetings. All notices of all meetings shall be posted as required by the Michigan Open Meetings Act.

D. All meetings of the Commission shall in every respect, conform with the requirements of the Open Meetings Act, Act 267 of 1976, as amended.

#### SECTION 6. QUORUM.

In order to conduct business, a quorum must be present which shall consist of a majority of the Commission.

#### SECTION 7. VOTING.

A majority of the Commission shall be necessary for the Commission to take any official action at a regular or special meeting.

#### SECTION 8. MINUTES.

Complete written minutes of all Commission meetings shall be kept in compliance with the applicable provisions of the Michigan Open Meetings Act, copies of which shall be sent to all

Commission members and the municipal Clerk of each of the parties hereto as soon as reasonably possible following a Commission meeting.

#### SECTION 9. RULES.

Robert's Rules of Order, when not in conflict with this Agreement or any rules the Commission may adopt, shall govern all meetings.

#### SECTION 10. REGISTERED OFFICE.

The initial registered office of the Commission shall be the office of \_\_\_\_\_\_. The Commission may designate another location as the registered office.

#### SECTION 11. PRIVILEGES AND IMMUNITY FROM LIABILITY.

All of the privileges and immunities from liability, and exemptions from law, ordinances and rules, which apply to the activity of officers, representatives, members, agents and employees of the parties hereto shall apply to the same degree and extent to the performance of such functions and duties of such officers, representatives, members, agents and employees of the Commission under this Agreement.

#### ARTICLE IV - POWERS

#### SECTION 1. GENERAL POWERS.

The Commission shall have the following powers, authority and obligations:

- A. Subject to the approval of the governing bodies of each of the parties hereto, the Commission may purchase, lease, construct, own, receive, exercise right of dominion over and hold in its own name, property, including land, buildings and appurtenances for the express purpose of providing adult services and operating an Active Adult Activity Center.
- B. Subject to the approval of the governing bodies of each of the parties hereto, the Commission may contract with any other governmental units, public agencies, or private persons or organizations, as appropriate, to carry out Commission functions or fulfill Commission obligations. Approval of the governing bodies of the parties hereto shall not be required for a contract with private persons or organizations when the contract involves less than \$\_\_\_\_\_\_ in expenditures, or is an employment contract or for a purchase authorized in the current approved fiscal year budget, as provided herein.
- C. Hire and employ a director and such other personnel as may be determined necessary, who shall serve at the pleasure of the Commission, subject to applicable

law.

- D. Accept funds, grants, voluntary work, or other assistance, to carry out Commission functions and obligations, from any source, public or private, including, but not limited to, local government funding of specific projects, state and federal grants and private donations. Any application for grants or other public funding shall be communicated to the parties hereto prior to submittal.
- E. Operate and establish policy and rules governing the use of providing adult services and operating an Active Adult Activity Center not inconsistent with State or local law.
- F. Conduct in its own name a transportation program for older persons and disabled persons in the governmental units which are parties hereto.
- G. Conduct and carry out any program, activity or function which advances and directly relates to the purposes expressed in Article I.

#### SECTION 2. LIMITATIONS ON AUTHORITY.

The Commission shall have no power or authority to levy any type of tax within the governmental units which are parties hereto or to issue any type of bond in its name, or in any way indebt any of the parties hereto. The Commission shall not interfere with the day-to-day operations of providing services or operating an Active Adult Activity Center as this authority and responsibility will reside with the director.

#### SECTION 3. INSURANCE.

The Commission shall obtain policies of insurance, as part of its budget, for comprehensive liability and property damage, workers' compensation, the construction and operation of providing adult services and operating an Active Adult Activity Center, and other appropriate and necessary purposes. The Commission shall have the parties hereto named as "named insureds", on the comprehensive liability and property damage insurance policy.

#### ARTICLE V – FINANCE

#### SECTION 1. FISCAL YEAR.

The fiscal year of the Commission shall be from July 1<sup>st</sup> through June 30<sup>th</sup> each year.

#### SECTION 2. ANNUAL BUDGET.

Each year the Commission shall develop an annual budget in such detail as required by Act 2 of the Public Acts of 1968 of the State of Michigan as amended from time to time, which shall include all sums necessary to carry on the programs and services authorized herein for active

adults, including transportation, education, activities and operation of an Active Adult Activity Center, etc.

Annually, by January 31st of each year, a budget request shall be submitted to the City Clerk of each of the parties for consideration of funding allocations in the coming fiscal year which shall outline the programs to be carried on for the ensuing year, together with the costs projected for those programs. Upon the approval of a budget, the Commission shall be bound to carry on only such programs and expend such funds as approved in the budget for the ensuing year by the parties hereto who are participating in this Agreement.

Should a separate funding source be used to fund the activities of the Commission, this section shall be amended accordingly.

#### SECTON 3. ADMINISTRATION.

The Commission may engage an Executive Director and related staff to manage the dayto-day operations to fulfill its purpose consistent with its annual approved budget. The Executive Director shall have the authority to manage the daily operations and shall report regularly to the Commission. The Executive Director and staff are not employees of the governmental units who are parties to this agreement.

#### ARTICLE VI - ON - GOING RESPONSIBILITIES & DISSOLUTION

#### SECTON 1. PARTICIPATION.

The parties hereto agree that they will participate in the activities and programs and provide funds on an on-going basis consistent with existing funding contributions currently made to Birmingham NEXT for these services for fiscal year 2020-2021 unless or until terminated in accordance with this Agreement. The parties may annually adjust these funding contributions during each subsequent fiscal year as approved by the municipal governing bodies. These funds are intended to supplement revenue income from the Commission's activities.

Community	Population	2019 SEV**	Percentage	Contribution	Percentage
	(2018		of SEV	Amount	of
	<u>Est.)*</u>				<b>Contribution</b>
Birmingham	21,322	3,192,674,170	68%	\$107,944	67%
<b>Beverly Hills</b>	10,410	800,972,340	17%	\$38,375	24%
Bingham	1,152	205,360,240	5%	\$4,290	3%
Farms					
Franklin	3,255	443,872,130	10%	\$10,000	6%

\*www.worldpopulationreview.com or U.S. Census, if available.

\*\*2019 Oakland County Equalization Report

#### SECTION 2. DETERMINATION OF PARTICIPATION.

The parties hereto may terminate its membership only by giving six (6) months written notice to the Commission and the governing bodies of the parties hereto, no later than January 1 of any year in which such termination shall be effective. If notice of termination is given, that party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual termination and according to the budget obligations approved for that fiscal year.

#### SECTION 3. ALTERNATE FUNDING

The parties hereto agree that the local municipalities have sole control of the choice of the funding source consistent with the proportions approved by the governing body in each governmental unit. These proportions may change from time to time (depending upon the percentage of the state equalized value and the number of participants) to finance transportation, programs, activities and services for active adults, and to operate equipment and maintain the Adult Activity Center to the extent of the maximum authorized millage rate pursuant to state law on each dollar of state equalized value for taxable property in the Villages and City.

The parties acknowledge the communities have the sole authority to fund the obligations created herein with whatever means they deem appropriate which includes, but is not limited to a senior millage, contributions from other revenue sources, bonding, or CBDG funds.

In the event that a governmental body has not approved a similar millage proposition, that governmental unit's on-going funding of the Commission's activities and programs shall be determined on a yearly basis equal to the proposed millage allocation. In the alternative, the Commission may set as a reasonable yearly membership fee for that governmental unit's residents which is equitable in regard to the benefits derived from the various programs by that governmental unit's residents. The governmental body participating in this membership option may continue to appoint a member or members to the Commission, as established by Article III, who shall have full voting rights.

#### SECTION 4. DISSOLUTION.

Upon three (3) of the parties hereto terminating participation in this Agreement, the termination shall cause a dissolution of the Commission. Any such assets shall be distributed to the Villages of Beverly Hills, Bingham Farms, Franklin and the City of Birmingham, according to a percentage determined by their initial contributions for the acquisition of land, property and/or construction of a building as set forth in Article II. As to any assets which may not be so divided or distributed, the parties hereto shall cause an appraisal to be conducted and the assets sold at a value at or above the appraisal value. Upon the sale, the funds derived shall be distributed to the parties hereto according to their percentage interest as it established in Article VI.

#### SECTION 5. REPORTING.

The Commission shall submit an annual report to the respective communities detailing membership amounts, programming participation, activities and services accomplished and funded by the budget, and any other relevant reporting items requested.

#### ARTICLE VII – MISCELLANEOUS PROVISIONS

#### SECTION 1. AMENDMENTS.

This Agreement may be amended in whole or in any part by written agreement of all of the parties who are parties to the Agreement at the time of any Amendment.

#### SECTION 2. APPLICABLE LAWS.

The Commission shall fully comply in all activities with applicable local, state and federal laws, regulations, grant conditions and contract provisions.

#### SECTION 3. STATE APPROVAL.

As soon as reasonably practicable after the effective date of this Agreement, this Agreement shall be officially submitted to the office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

#### SECTION 4. EFFECTIVE DATE.

This Agreement shall be in full force and effect and the Commission shall be considered as established as an operating public corporation on the date this Agreement is signed by all parties and a copy is filed with the Oakland County Clerk.

#### SECTION 5. DURATION.

This Agreement shall remain in effect and continue on an indefinite basis and shall only be terminated according to the terms hereof.

#### SECTION 6. EFFECT OF AGREEMENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the residents of each of the governmental units hereof.

#### VILLAGE OF BEVERLY HILLS

By: \_\_\_\_\_

VILLAGE OF BINGHAM FARMS
Ву:
CITY OF BIRMINGHAM
Ву:
VILLAGE OF FRANKLIN
Ву:

GORDON ADVISORS, PC 1301 W LONG LAKE ROAD, STE 200 TROY, MI 48098

> BIRMINGHAM AREA SENIORS COORDINATING COUNCIL 2121 MIDVALE STREET BIRMINGHAM, MI 48009

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certified public accountants

January 26, 2021

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL 2121 MIDVALE STREET BIRMINGHAM, MI 48009

**BIRMINGHAM AREA SENIORS COORDINATING COUNCIL:** 

We prepared the return from information you furnished us without verification. Upon examination of the return by tax authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

Enclosed is the 2019 Exempt Organization return, as follows...

2019 Form 990

Each original should be dated, signed and filed in accordance with the filing instructions. The copy should be retained for your files.

Please review the returns for completeness and accuracy.

We are enclosing any documents you provided to us to assist in preparation of the return.

Very truly yours,

GORDON ADVISORS, P.C.

### TAX RETURN FILING INSTRUCTIONS

FORM 990

#### FOR THE YEAR ENDING

June 30, 2020

#### **Prepared For:**

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL 2121 MIDVALE STREET BIRMINGHAM, MI 48009

#### Prepared By:

GORDON ADVISORS, PC 1301 W Long Lake Road, Ste 200 Troy, MI 48098

#### Due Date:

May 17, 2021

#### **Amount Due or Refund:**

Not applicable

#### Make Check Payable To:

Not applicable

#### Mail Tax Return and Check (if applicable) To:

Return was electronically filed. Do not mail the paper return to the IRS.

#### Return Must be Mailed On or Before:

Return was electronically filed. Do not mail the paper return to the IRS.

#### **Special Instructions:**

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-EO to our office in the envelope provided **OR** fax to 248-952-0294. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-EO to us by May 17, 2021

Farm 8879-EO for an Exempt Organization For calendar year 2019, or fiscal year beginning JUL 1 , 2019, and ending JUN 30 , 20 20 2019 ▶ Do not send to the IRS. Keep for your records. Department of the Treasury ► Go to www.irs.gov/Form8879EO for the latest information. Internal Revenue Service **Employer identification number** Name of exempt organization BIRMINGHAM AREA SENIORS 38-2280601 COORDINATING COUNCIL Name and title of officer LORI SOIFER PRESIDENT Type of Return and Return Information (Whole Dollars Only) Part I Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b. whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I. 1a Form 990 check here 🕨 🛣 b Total revenue, if any (Form 990-EZ, line 9) \_\_\_\_\_ 2b \_\_\_\_ 2a Form 990-EZ check here 3a Form 1120-POL check here 4a Form 990-PF check here 5a Form 8868 check here b Balance Due (Form 8868, line 3c) 5b Declaration and Signature Authorization of Officer Part II Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal. Officer's PIN: check one box only X lauthorize GORDON ADVISORS, PC 02013 to enter my PIN Enter five numbers, but ERO firm name do not enter all zeros as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen. ] As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen. Date 🕨 Officer's signature Part III Certification and Authentication ERO's EFIN/PIN. Enter your six-digit electronic filing identification 38625146736 number (EFIN) followed by your five-digit self-selected PIN. Do not enter all zeros I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns. Date 🕨 ERO's signature **ERO Must Retain This Form - See Instructions** Do Not Submit This Form to the IRS Unless Requested To Do So

**IRS e-file Signature Authorization** 

LHA For Paperwork Reduction Act Notice, see instructions. 923051 10-03-19 OMB No. 1545-1878

			EXTENDED TO MAY 17, 20	021		•
	0	00	Return of Organization Exempt F	rom lı	ncome Tax	OMB No. 1545-0047
Form	, <b>y</b> :	<b>90</b>	Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue			» <b>2019</b>
•		uary 2020)	Do not enter social security numbers on this form a	as it may b	e made public.	Open to Public
Depart Interna	tment o I Rever	f the Treasury nue Service	Go to www.irs.gov/Form990 for instructions and	the latest	information.	Inspection
A Fe	or the	e 2019 calend	ar year, or tax year beginning $JUL 1, 2019$ and e	ending J	UN 30, 2020	
B CH	neck if	C Name of	organization		D Employer identific	ation number
ap	plicable	BIKW	INGHAM AREA SENIORS			
	Addres	• COOR	DINATING COUNCIL			
	Name chang	<ul> <li>Doing bi</li> </ul>	usiness as NEXT - YOUR PLACE TO STAY A	CTIVE	38-228060	1
	Initial  return			Room/suite	E Telephone number	
	Final  return/		MIDVALE STREET		248-203-5	
	termin ated	City or to	own, state or province, country, and ZIP or foreign postal code		G Gross receipts \$	635,348.
	Ameno Ireturn	DINI	INGHAM, MI 48009		H(a) Is this a group ret	
	Applic tion pendir		nd address of principal officer: LORI SOIFER		for subordinates?	
	·			009	H(b) Are all subordinatos inc	
		empt status:		or 527	1 ·	ist. (see instructions)
			BIRMINGHAMNEXT.ORG		H(c) Group exemption	
			X Corporation Trust Association Other ►	L Year	of formation: 1981 M	State of legal domicile: MI
Ра	rt I	Summary				UE NEEDO
•	1	Briefly describ	e the organization's mission or most significant activities: TO II	DENTIF	Y AND MEET T	
anc			R ADULTS BY SOLICITING AND COORDIN			
Governance			x      if the organization discontinued its operations or dispose			16 IS.
Š			• • • • •			16
			ependent voting members of the governing body (Part VI, line 1b)			15
Activities &			of individuals employed in calendar year 2019 (Part V, line 2a)			300
ivit			of volunteers (estimate if necessary)			0.
<b>B</b>			d business revenue from Part VIII, column (C), line 12			0.
	b	Net unrelated	business taxable income from Form 990-T, line 39	<u> </u>	Prior Year	Current Year
	•	0			286,353.	240,083.
e			and grants (Part VIII, line 1h)		338,510.	322,386.
Revenue		•	ce revenue (Part VIII, line 2g) come (Part VIII, column (A), lines 3, 4, and 7d)		55,062.	72,879.
å			e (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		-4,385.	-423.
			- add lines 8 through 11 (must equal Part VIII, column (A), line 12)		675,540.	634,925.
-			nilar amounts paid (Part IX, column (A), lines 1-3)		0.	0.
			to or for members (Part IX, column (A), line 4)		0.	0.
		•	r compensation, employee benefits (Part IX, column (A), lines 5-10)		342,623.	347,712.
ses			undraising fees (Part IX, column (A), line 11e)		0.	0.
			ing expenses (Part IX, column (D), line 25)	54.		
Expen			es (Part IX, column (A), lines 11a-11d, 11f-24e)		239,771.	210,950.
		-	s. Add lines 13-17 (must equal Part IX, column (A), line 25)		582,394.	558,662.
		•	expenses. Subtract line 18 from line 12		93,146.	76,263.
2 S					ginning of Current Year	End of Year
Net Assets or	20	Total assets (	Part X, line 16)		1,903,427.	2,016,539.
Ass	21		(Part X, line 26)		66,045.	102,779.
Net	22		fund balances. Subtract line 21 from line 20		1,837,382.	1,913,760.
Pa	rt II	Signatur	e Block			
Unde	r pena	alties of perjury,	I declare that I have examined this return, including accompanying schedules	s and statem	ents, and to the best of my	knowledge and belief, it is

true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer LORI SOIFER, PRESIDENT Type or print name and title		Date
	Print/Type preparer's name	Preparer's signature Date	Check PTIN if self-employed P00539501
Paid	KEVIN E. KLEIN, CPA		
Preparer	Firm's name GORDON ADVISORS,	PC	Firm's EIN > 38-2656556
Use Only	Firm's address 1301 W LONG LAKE	ROAD, STE 200	
	TROY, MI 48098		Phone no. 248-952-0200
May the I	RS discuss this return with the preparer shown abo	ve? (see instructions)	X Yes No
			- 000 (0010)

932001 01-20-20 LHA For Paperwork Reduction Act Notice, see the separate instructions. SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

	BIRMINGHAM AREA SENIORS		•
Form	990 (2019) COORDINATING COUNCIL	38-2280601	Page 2
Par	rt III Statement of Program Service Accomplishments		
	Check if Schedule O contains a response or note to any line in this Part III		
1	Briefly describe the organization's mission:	MC BY COLLOTTING AND	
	TO IDENTIFY AND MEET THE NEEDS OF OLDER ADUL COORDINATING COMMUNITY RESOURCES TO PROVIDE	FDUCATIONAL RECREATION	IAT.
	AND SOCIAL PROGRAMS, SUPPORTIVE OUTREACH SER	VICES AND VOLUNTEER	
	OPPORTUNITIES.	VICED HAD VOBONIEBA	
	Did the organization undertake any significant program services during the year which v	were not listed on the	
2	prior Form 990 or 990-EZ?		es 🚺 No
	If "Yes," describe these new services on Schedule O.		
3	Did the organization cease conducting, or make significant changes in how it conducts,	any program services?	es 🔀 No
3	If "Yes," describe these changes on Schedule O.		
4	Describe the organization's program service accomplishments for each of its three large	est program services, as measured by expense	əs.
•	Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants	s and allocations to others, the total expenses	, and
	revenue, if any, for each program service reported.		
4a	(Code: ) (Expenses \$ 401,523. including grants of \$	) (Rovenue \$322	2 <u>,386.</u> )
	EDUCATION, OUTREACH AND TRANSPORTATION TO OL	DER ADULTS	
			<u> </u>
			<u> </u>
4b	(Code:) (Expenses \$ including grants of \$	) (Revenue \$	)
		<u> </u>	
			······
		) (Revenue \$	)
4c	(Code:) (Expenses \$ including grants of \$	) (Normal C	,
4d	Other program services (Describe on Schedule O.)		
-70	(Expenses \$ including grants of \$	) (Revenue \$)	
	401 523		
<b>.</b>		For	m <b>990</b> (2019)
93200	2	TOWING ADEA CENTORS	a 00010

BIRMINGHAM AREA SENIORS

Form	990 (2019) COORDINATING COUNCIL 38-2280	601	P	age 3
	t IV Checklist of Required Schedules			
			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)?			
	If "Yes," complete Schedule A	1	X	
2	Is the organization required to complete Schedule B, Schedule of Contributors?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for			
	public office? If "Yes," complete Schedule C, Part I	3		X
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect			
	during the tax year? If "Yes," complete Schedule C, Part II	_4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or			
	similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to			
	provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space,			
	the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? // "Yes," complete			
	Schedule D, Part III	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for			
-	amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services?			
	If "Yes," complete Schedule D, Part IV	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments		_	
	or in quasi endowments? If "Yes," complete Schedule D, Part V	10	X	
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X			
	as applicable.			1.1.1
а	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D,			
-	Part VI	11a	Х	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total			
-	assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	11b		X
с	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total			
-	assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in			
	Part X, line 16? /f "Yes," complete Schedule D, Part IX	11d		X
е	Did the organization report an amount for other liabilities in Part X, line 25? // "Yes," complete Schedule D, Part X	11e	Х	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses			
	the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete			
	Schedule D, Parts XI and XII	12a		X
ь	Was the organization included in consolidated, independent audited financial statements for the tax year?			
	If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business,			
	investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000			
	or more? If "Yes," complete Schedule F, Parts I and IV	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any			<b>_</b> _
	foreign organization? If "Yes," complete Schedule F, Parts II and IV	15		<u>x</u>
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to	1		
	or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV	16		<u>x</u>
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX,			
	column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I	17		<u>x</u>
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines			
	1c and 8a? If "Yes," complete Schedule G, Part II	18	Ļ	X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? // "Yes,"			
	complete Schedule G, Part III	19		X
	Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	<u>20a</u>		<u>x</u>
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		├──
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or			v
	domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I. Parts I and II	21	gan	<u>X</u> (2019)
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#### BIRMINGHAM AREA SENIORS

Form		22806	501	Pa	age <b>4</b>
	t IV Checklist of Required Schedules (continued)				
				Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on				
	Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		22		<u> </u>
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current				
	and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete				
	Schedule J		23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the	;			
	last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete				
	Schedule K. If "No," go to line 25a		<u>24a</u>		X
	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		24b_		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease				,
	any tax-exempt bonds?		24c		
	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		24d		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit				
	transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and				
	that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete				
	Schedule L, Part I		25b		<u> </u>
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current				
	or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35%				
	controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		26		<u>X</u>
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee,				
	creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% contro				
	entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV				
	instructions, for applicable filing thresholds, conditions, and exceptions):				
а	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If				
	"Yes, " complete Schedule L, Part IV		28a		X
	A family member of any individual described in line 28a? // "Yes," complete Schedule L, Part IV		28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If				v
	*Yes, * complete Schedule L, Part IV		28c		X
2 <del>9</del>	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		29		<u> </u>
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation				~
	contributions? If "Yes," complete Schedule M		30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		31		<b>^</b>
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete				x
	Schedule N, Part II		32		
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations				v
	sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		33		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and		~		v
	Part V, line 1		34		X
	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		<u>35a</u>		- <u>A</u>
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity		2EL		
	within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		<u>35b</u>		<u>                                      </u>
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organizat		36		x
	If "Yes," complete Schedule R, Part V, line 2		30		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization		37		x
	and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI				<u> </u>
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	l	38	х	
Pa	Note: All Form 990 filers are required to complete Schedule O rt V Statements Regarding Other IRS Filings and Tax Compliance				L
	Check if Schedule O contains a response or note to any line in this Part V	<u></u>	<u></u>	<u>.</u>	
				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	10			
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	0			
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming	ľ			
	(gambling) winnings to prize winners?	<u> </u>	1c	X	<u> </u>
93200	4 01-20-20		Form	990	(2019
	4				

Form	990 (2019) COORDINATING COUNCIL	38-2280	601	Р	age 5
Par	t V Statements Regarding Other IRS Filings and Tax Compliance (continued)				
				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements,				
	filed for the calendar year ending with or within the year covered by this return	2a 15			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax return	ns?	2b	X	
	Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions	)			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule	0	<u>3b</u>		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other a	uthority over, a			
	financial account in a foreign country (such as a bank account, securities account, or other financial a	ccount)?	<u>4a</u>		<u>X</u>
b	If "Yes," enter the name of the foreign country				
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Ad	counts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		<u>5a</u>		<u> </u>
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transact	tion?	5b		X
с	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		<u>5c</u>		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the	e organization solicit			
	any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contribution	ons or gifts			
	were not tax deductible?		6b		
7	Organizations that may receive deductible contributions under section 170(c).				
а	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and ser	vices provided to the payor?	7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
с	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was	s required			
	to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	ļ		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit co	ontract?	7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contra	act?	7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Fo	rm 8899 as required?	<u>7g</u>		
h	h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained				
sponsoring organization have excess business holdings at any time during the year?				<u> </u>	
9	Sponsoring organizations maintaining donor advised funds.				
а	Did the sponsoring organization make any taxable distributions under section 4966?		<u>9</u> a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	Section 501(c)(7) organizations. Enter:				
а	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	Section 501(c)(12) organizations. Enter:				
а	Gross income from members or shareholders	11a			ан. С
b	Gross income from other sources (Do not net amounts due or paid to other sources against				
	amounts due or received from them.)	11b			
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form	1041?	12a		
	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	Section 501(c)(29) qualified nonprofit health insurance issuers.				
а	Is the organization licensed to issue qualified health plans in more than one state?		13a		L
	Note: See the instructions for additional information the organization must report on Schedule O.				
ь	Enter the amount of reserves the organization is required to maintain by the states in which the				
	organization is licensed to issue qualified health plans	13b	1	1	
с	Enter the amount of reserves on hand	13c	ļ		L
14a			14a		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedu	le O	14b	L	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remune				
	excess parachute payment(s) during the year?		15	<u> </u>	X
	If "Yes," see instructions and file Form 4720, Schedule N.				
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment	t income?	16		X
	If "Yes," complete Form 4720. Schedule O		1		i

Form 990 (2019)

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### BIRMINGHAM AREA SENIORS

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 Form 990 (2019)
 COORDINATING COUNCIL
 38-2280601
 Pag

 Part VI
 Governance, Management, and Disclosure
 For each "Yes" response to lines 2 through 7b below, and for a "No" response
 to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. **V** 

			Yes	No
<b>1</b> a	Enter the number of voting members of the governing body at the end of the tax year1a16			
	If there are material differences in voting rights among members of the governing body, or if the governing			
	body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			
b	Enter the number of voting members included on line 1a, above, who are independent 1b 16			
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other			
_	officer, director, trustee, or key employee?	2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision			
•	of officers, directors, trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4	_	X
- 5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
	Did the organization have members or stockholders?	6	X	
6 7-	Did the organization have members of stockholders, or other persons who had the power to elect or appoint one or			
7a		7a	х	
	more members of the governing body?	<u> </u>		
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or	7b		X
	persons other than the governing body?	70		<u></u> 1
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:	0-	v	
	The governing body?	<u>8a</u>	X X	-
b	Each committee with authority to act on behalf of the governing body?	<u>8b</u>	<u> </u>	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the			
	organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9		X
ec	tion B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	_		
			Yes	N
	Did the organization have local chapters, branches, or affiliates?	<u>10a</u>		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates,			
	and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
1a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	<u>11a</u>	X	
	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
	Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe			
Ŭ	in Schedule O how this was done	12c	х	
3	Did the organization have a written whistleblower policy?	13	X	
4	Did the organization have a written document retention and destruction policy?	14	X	
5	Did the process for determining compensation of the following persons include a review and approval by independent			
5	persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
_	The organization's CEO, Executive Director, or top management official	15a	х	
	-	15b		X
D	Other officers or key employees of the organization			
_	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
<b>6a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a	16a		X
_	taxable entity during the year?	104		
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation			
	in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's	16b		
	exempt status with respect to such arrangements?		L	
	tion C. Disclosure			
7	List the states with which a copy of this Form 990 is required to be filed MI		availa	bla
8	Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)	s orny)	avalla	Die
	for public inspection. Indicate how you made these available. Check all that apply.			
	Own website Another's website X Upon request Other (explain on Schedule O)	<b>6</b>	!	
19	Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and	man	IBIC	
	statements available to the public during the tax year.			
20	State the name, address, and telephone number of the person who possesses the organization's books and records			
	SANDRA CATTERALL - 248-203-5274			
	2121 MIDVALE STREET, BIRMINGHAM, MI 48009		990	

Form 990 (2019)	COORDINATING COUNCIL	38-2280601	Page /				
Part VII Com	pensation of Officers, Directors, Trustees, Key Employee	es, Highest Compensated					
Emp	loyees, and Independent Contractors						
Check	Check if Schedule O contains a response or note to any line in this Part VII						
Section A. Offic	ers, Directors, Trustees, Key Employees, and Highest Compensated En	nployees					
1a Complete this	table for all persons required to be listed. Report compensation for the cale	ndar year ending with or within the organization's					

• List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

• List all of the organization's current key employees, if any. See instructions for definition of "key employee."

• List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.

• List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

• List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week	(C) Position (do not check more box, unless person i officer and a directo				than c s both	۱an	(D) Reportable compensation from	(E) Reportable compensation from related	(F) Estimated amount of other
	(list any hours for related organizations below line)	Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	the organization (W-2/1099-MISC)	organizations (W-2/1099-MISC)	compensation from the organization and related organizations
(1) GREG BURRY	2.00									0
PAST PRESIDENT		Х		X				0.	0.	0.
(2) PAUL BUCKLES	2.00								•	•
BOARD OF DIRECTORS		X						0.	0.	0.
(3) LORI SOIFER	2.00								•	•
PRESIDENT		Х		X				0.	0.	0.
(4) DONALD BRUNDIRKS	2.00				!					•
TREASURER		X		X				0.	0.	0.
(5) MARCIA WILKINSON	2.00									
SECRETARY		X		X				0.	0.	0.
(6) SANDY DEBICKI	2.00									
BOARD OF DIRECTORS		X						0.	0.	0.
(7) GEORGE DILGARD	2.00					1				
BOARD OF DIRECTORS		X						0.	0.	0.
(8) STUART JEFFARES	2.00									
BOARD OF DIRECTORS		X						0.	0.	0.
(9) KATHI JONES-CUTLER	2.00									
BOARD OF DIRECTORS		X						0.	0.	0.
(10) BOB KOENIGSKNECHT	2.00				l.					
BOARD OF DIRECTORS		X						0.	0.	0.
(11) JULIE MANDICH	2.00									
BOARD OF DIRECTORS		X						0.	0.	0.
(12) ELAINE MCLAIN	2.00									
BOARD OF DIRECTORS		X						0.	0.	0.
(13) ED PUGH	2.00	Į								
BOARD OF DIRECTORS		X						0.	0.	0.
(14) JAY REYNOLDS	2.00			l						
VICE PRESIDENT		X		X		ļ		0.	0.	0.
(15) DAVID UNDERDOWN	2.00							-	_	
BOARD OF DIRECTORS		X	Ļ	L				0.	0.	0.
(16) W. DOUGLAS WEAVER, M.D.	2.00	1				1	1			
BOARD OF DIRECTORS		X	I	L	<b> </b>	<b> </b>	$\vdash$	0.	0.	0.
(17) CHRISTINE BRAUN	40.00	1								26 500
EXECUTIVE DIRECTOR				X				36,518.	0.	36,529.
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BIRMINGHAM	AREA	SENIORS
COORDINATIN	IG COL	INCIL

3	8-	22	80	60	1	Page <b>8</b>

Form 990 (2019) COORDINAT									<u> </u>	<u>806</u>	<u>501</u>	Pa	ige 8
Part VII Section A. Officers, Directors, Trust	ees, Key Emp	oloye	es,	anc	l Hig	ghes	t Co	ompensated Employee	s (continued)				
(A) Name and title	(B) Average hours per week	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					000 000	(D) Reportable compensation from	(E) Reportable compensation from related		other		
	(list any hours for related organizations below line)	Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	the organization (W-2/1099-MISC)	organizations (W-2/1099-MIS(		fro orga	m the nizati relate	e on ed
								36,518.		0.	36	5	29.
1b Subtotal c Total from continuation sheets to Part VI	I, Section A							<u> </u>		<u>0.</u> 0.			0.
d Total (add lines 1b and 1c)	ot limited to th	ose	liste	d at	pove	 e) wh	lo re	the second se	000 of reportable	<u>v.</u>		, , , ,	0
compensation from the organization												Yes	No
3 Did the organization list any former officer, line 1a? If "Yes," complete Schedule J for st										[	3		x
4 For any individual listed on line 1a, is the su and related organizations greater than \$150	m of reportabl	e co	mpe	ensa	ation	anc	oth	ner compensation from t	he organization		4		x
5 Did any person listed on line 1a receive or a rendered to the organization? <i>If</i> "Yes." com	iccrue comper	nsati	on fi	rom	any	unr	elate	ed organization or individ			5		X
Section B. Independent Contractors													
1 Complete this table for your five highest con the organization. Report compensation for the	mpensated inc the calendar ye	lepe ear e	ndei andir	nt co ng w	ontr /ith (	acto or w	rs th <u>thin</u>	hat received more than a the organization's tax y	6100,000 of comp ear.	ensat			
(A) Name and business	address	N	ONE	3				(B) Description of s	services	С	(C) ompen		n
							_						
2 Total number of independent contractors (i	ncluding but n	ot li	nite	d to	tho	se li	sted	above) who received m	ore than				
\$100,000 of compensation from the organiz						0							

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#### BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

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•	<b>A</b> 111	31

Form 990 (2019) COORDIN

			Check if Schedule O contains a re	esponse (	or note to any line				
						(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
9 0	1	<u>а</u>	Federated campaigns	1a					
Contributions, Gifts, Grants and Other Similar Amounts			· · · · · · · · · · · · · · · ·	1b	55,445.				
Ωġ		-		1c	10,627.				
ifts, r A				1d					
<u>o</u> ia			······································	1e					
sis			All other contributions, gifts, grants, and						
it i		•		1f	174,011.				
응험		~		1g \$	1/1/0110				
ğ		Ξ.	Total. Add lines 1a-1f			240,083.			
0.0	_	<u>n</u>	Total, Add lines Ta-Ti		Business Code	110/0000			
	2	_	PROGRAM SERVICE FEE	25	624110	322,386.	322,386.		
Program Service Revenue	-				021110	322,0001	022,000		
lê d		b							
ε g		C.							
Bey		d	,,						
Š		e						· · · · · · · · · · · · · · · · · · ·	
•			All other program service revenue			322,386.			
$\rightarrow$		g	Total. Add lines 2a-2f			542,500.			
	3		Investment income (including dividen			70 070			72,879.
			other similar amounts)			72,879.			12,013.
1	4		Income from investment of tax-exemp	•					
	5		Royalties						
				Real	(ii) Personal				
	6		Gross rents 6a						
			Less: rental expenses 6b						
		С	Rental income or (loss)						
		d	Net rental income or (loss)						
	7	а	Gross amount from sales of (i) Se	curities	(ii) Other				
			assets other than inventory 7a						
		b	Less: cost or other basis						
9			and sales expenses 7b						
Ven		С	Gain or (loss) 7c						
Other Revenue		d	Net gain or (loss)		••••••••••••••••••••••••••••••••••••••				·
Jer	8	а	Gross income from fundraising events (no						
B			including \$ <u>10,627.</u>	of					
			contributions reported on line 1c). Se	e				•	
			Part IV, line 18	<u>8a</u>					
		b	Less: direct expenses	8b	423.				
		с	Net income or (loss) from fundraising	events		-423.			-423.
	9	а	Gross income from gaming activities.	See					
			Part IV, line 19	9a					
		b	Less: direct expenses	эь					
		с	Net income or (loss) from gaming act	ivities	🕨				
	10	а	Gross sales of inventory, less returns						
			and allowances	<u>10a</u>	L				
		b	Less: cost of goods sold		×				
		с	Net income or (loss) from sales of inv	entory					
					Business Code			ļ	
so ,	11	а							ļ
and Due		ь							
ella		С							
Miscellaneous Revenue		d	All other revenue						ļ
Z			Total. Add lines 11a-11d						
	12		Total revenue. See instructions			634,925.	322,386.	0.	The second s
93200		20-							Form 990 (2019)

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# BIRMINGHAM AREA SENIORS Form 990 (2019) COORDINATING COUNCIL Part IX Statement of Functional Expenses

	Check if Schedule O contains a respons			(C)	(D)
	lude amounts reported on lines 6b, , and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	Management and general expenses	Fundraising expenses
1 Grants	s and other assistance to domestic organizations				
and do	omestic governments. See Part IV, line 21				
	ts and other assistance to domestic				
	duals. See Part IV, line 22			1	
	ts and other assistance to foreign				
•	nizations, foreign governments, and foreign				
	duals. See Part IV, lines 15 and 16			+-	
	fits paid to or for members				· · · · · · · · · · · · · · · · · · ·
•	pensation of current officers, directors,	20 221	12,646.	12,646.	13,029
	ees, and key employees	38,321.	12,040.	12,040.	13,023
•	ensation not included above to disqualified				
•	ns (as defined under section 4958(f)(1)) and				
•	ns described in section 4958(c)(3)(B)	284,681.	220,092.	40,652.	23,937
	r salaries and wages	204,0010	220,0521	10,052.	
	on plan accruals and contributions (include				
	in 401(k) and 403(b) employer contributions)				
	r employee benefits	24,710.	17,804.	4,077.	2,829
		24,1101	17,001		
	for services (nonemployees):				
	agement				
-		5,600.		5,600.	
	ying				
	ssional fundraising services. See Part IV, line 17				
	stment management fees	15,222.		15,222.	
	r. (If line 11g amount exceeds 10% of line 25,				
-	nn (A) amount, list line 11g expenses on Sch O.)	69,250.	69,250.		
	ertising and promotion				
	e expenses	25,317.	17,722.	2,532.	5,063
	mation technology				
	lities				
	Ipancy	28,117.	16,870.	8,435.	2,812
	el				
	nents of travel or entertainment expenses				
-	ny federal, state, or local public officials				
	erences, conventions, and meetings	2,844.	1,422.	1,422.	
0 Intere					
	nents to affiliates				
	eciation, depletion, and amortization	14,779.	10,964.	2,325.	1,490
•	rance	9,468.	1,894.	6,627.	947
above line 2	expenses. Itemize expenses not covered e (List miscellaneous expenses on line 24e. If 4e amount exceeds 10% of line 25, column (A)				
T 7737	Int, list line 24e expenses on Schedule 0.)	21,618.	21,618.		
_	INTING AND POSTAGE	18,735.	11,241.	3,747.	3,747
с d					
	ther expenses				
	functional expenses. Add lines 1 through 24e	558,662.	401,523.	103,285.	53,854
	costs. Complete this line only if the organization				
	ted in column (B) joint costs from a combined				
	ational campaign and fundraising solicitation.				
	there billional of following SOP 98-2 (ASC 958-720)				

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Form 990 (2019)

#### BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

Form 990 (2019)
Part X Balance Sheet

		Check if Schedule O contains a response or not			(A)		(B) End of your
					Beginning of year		End of year
	1				112,127.	1	170,377.
	2	Savings and temporary cash investments			17,318.	2	20,186.
1	3	Pledges and grants receivable, net		26 801	3	20.120	
	4	Accounts receivable, net		36,721.	4	32,139.	
	5	Loans and other receivables from any current or					
		trustee, key employee, creator or founder, subst					
		controlled entity or family member of any of thes		5			
	6	Loans and other receivables from other disquali					
		under section 4958(f)(1)), and persons described				6	
ຍ	7	Notes and loans receivable, net				7	
Assets	8	Inventories for sale or use				8	
¥	9	Prepaid expenses and deferred charges			1,730.	9	25.
	10a	Land, buildings, and equipment: cost or other					
		basis. Complete Part VI of Schedule D	10a	301,655.			
	b	Less: accumulated depreciation	1 I	254,298.	46,400.		47,357.
	11	Investments - publicly traded securities			1,689,131.	11	1,746,455.
	12	Investments - other securities. See Part IV, line 1	H			12	
	13	Investments - program-related. See Part IV, line	11			13	
	14	Intangible assets				14	
	15	Other assets. See Part IV, line 11				15	
	16	Total assets. Add lines 1 through 15 (must equ			1,903,427.	16	2,016,539
	17	Accounts payable and accrued expenses	35,912.	17	17,529		
	18	Grants payable				18	
	19	Deferred revenue			30,133.	19	19,311
	20	Tax-exempt bond liabilities				20	
	21	Escrow or custodial account liability. Complete				21	
<u>ہ</u>	22	Loans and other payables to any current or form					
Liabilities		trustee, key employee, creator or founder, subs					
		controlled entity or family member of any of the	se perso	ns		22	
ן ב	23	Secured mortgages and notes payable to unrela				23	
	24	Unsecured notes and loans payable to unrelated				24	
	25	Other liabilities (including federal income tax, pa	-				
		parties, and other liabilities not included on lines					
		of Schedule D			0.	25	65,939.
	26	Total liabilities. Add lines 17 through 25			66,045.	26	102,779
		Organizations that follow FASB ASC 958, che					
es		and complete lines 27, 28, 32, and 33.					
Net Assets or Fund Balances	27	• • • •			1,814,063.	27	1,893,805
3ala	28	Net assets with donor restrictions	23,319.	28	19,955		
pu		Organizations that do not follow FASB ASC 9					
Fur		and complete lines 29 through 33.	• • • • •	· ·			
ō	29	Capital stock or trust principal, or current funds		29			
ets	30	Paid-in or capital surplus, or land, building, or ea				30	
ASS	31	Retained earnings, endowment, accumulated in				31	
et	32	Total net assets or fund balances			1,837,382.	32	1,913,760
Z	33	Total liabilities and net assets/fund balances			1,903,427.	33	2,016,539

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_	BIRMINGHAM AREA SENIORS 990 (2019) COORDINATING COUNCIL	38-228	0601	Par	e 12
	990 (2019) COORDINATING COUNCIL t XI Reconciliation of Net Assets	30 220	0001	1 49	<u> </u>
rai					
	Check if Schedule O contains a response or note to any line in this Part XI	<u> </u>			
		1	634	1,92	25.
1	Total revenue (must equal Part VIII, column (A), line 12)	2		3,60	
2	Total expenses (must equal Part IX, column (A), line 25)	3		5,20	
3	Revenue less expenses. Subtract line 2 from line 1	4	1,83	_	
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	5	_ /	_	15.
5	Net unrealized gains (losses) on investments	6			
6	Donated services and use of facilities	7			
7	Investment expenses	8			
8	Prior period adjustments	9			0.
9	Other changes in net assets or fund balances (explain on Schedule O)	-9			
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32,	10	1,91	3.7	50.
	column (B))	101			
Par	t XII Financial Statements and Reporting				
	Check if Schedule O contains a response or note to any line in this Part XII		1	Yes	No
1	Accounting method used to prepare the Form 990: Cash X Accrual Other				
	If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule	0.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?		. <u>2a</u>	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed	on a			
	separate basis, consolidated basis, or both:				
	X Separate basis Consolidated basis Both consolidated and separate basis				
b	Were the organization's financial statements audited by an independent accountant?		. <u>2b</u>		<u>x</u>
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate	basis,			
	consolidated basis, or both:				
	Separate basis Consolidated basis Both consolidated and separate basis				
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the	e audit,			
v	review, or compilation of its financial statements and selection of an independent accountant?		. 2c	X	
	If the organization changed either its oversight process or selection process during the tax year, explain on Sch	edule O.			
30	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Sir	gle Audit			
99	Act and OMB Circular A-133?		. <u>3a</u>		X
h	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the requi	red audit			
5	or audits, explain why on Schedule O and describe any steps taken to undergo such audits		3b		
			Form	990	(2019)

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SCHEDULE A							OMB No. 1545-0047		
	90 or 990-EZ)			rity Status and					2010
<b>,</b> ,	,	Co	•	ization is a section 501( 7(a)(1) nonexempt char			or a section		ZU 19
Department of	of the Treasury			Attach to Form 990 or F			Open to Public		
Internal Reve	nue Service			/Form990 for instructio	formation.		Inspection		
Name of	the organizati		INGHAM AREA			Employer identification number			
Deat	Decen		DINATING CO		1 4 4 44				8-2280601
Part I	1			All organizations must co			e instruction	S	
				or lines 1 through 12, ch			V • V!!		
				n of churches described			<u> Х</u> АДІ).		
				Attach Schedule E (Form			3		
3				nization described in se ijunction with a hospital				Viiii). Enter	the hospital's name.
-	city, and stat			Jeneren 11111 - 111-prim					•
5 🗌			r the benefit of a col	lege or university owned	or operate	ed by a go	vernmental u	nit describe	ed in
- <u> </u>	-		omplete Part II.)	•	·				
6 🗌				ental unit described in s	ection 17	'0(b)(1)(A)(	v).		
7 🛣	An organizati	on that normal	lly receives a substar	ntial part of its support fro	om a gove	mmental u	unit or from t	ne general p	oublic described in
	section 170(	<b>b)(1)(A)(vi).</b> (Co	omplete Part II.)						
8 🗔				1)(A)(vi). (Complete Part					
9 🗔				in section 170(b)(1)(A)(i					
	or university	or a non-land-g	rant college of agricu	ulture (see instructions).	Enter the r	name, city,	and state of	the college	or
	university:								
10				than 33 1/3% of its supp					
	activities rela	ted to its exem	npt functions · subject	t to certain exceptions, a	and (2) no	more than	33 1/3% 011	ts support i	for lune 30 1975
				(less section 511 tax) fro	m busines	ises acqui		janization a	
11			mplete Part III.)	vely to test for public saf	atv See	section 50	9(a)(4).		
12	An organizati	ion organized a	and operated exclusion	vely for the benefit of, to	perform ti	he function	ns of, or to ca	rry out the	purposes of one or
				d in section 509(a)(1) o					
				f supporting organization					
a 🗌				upervised, or controlled I					giving
	the suppor	ted organizatio	on(s) the power to reg	jularly appoint or elect a	majority o	f the direc	tors or truste	es of the su	ipporting
			omplete Part IV, Se						
ь 🗌				or controlled in connect					
	control or r	management o	f the supporting orga	anization vested in the sa	me perso	ns that co	ntrol or mana	ge the supp	ported
			t complete Part IV,						
c _	_ Type III fu	nctionally inte	grated. A supporting	g organization operated i	n connect	tion with, a	ind functiona	lly integrate	d with,
	its support	ed organizatio	n(s) (see instructions)	). You must complete F	Part IV, Se	ctions A,	D, and E.	الممصد المحاد	nation (n)
d L	_ Type III no	n-functionally	integrated. A supp	orting organization oper	ated in col		ntn its suppo	rteo organia 1 on ottontio	ation(s)
				ation generally must sati				an allenti	611655
				nplete Part IV, Sections written determination from				II. Type III	
e [				nally integrated supportir			19001, 1900	n, . ,po	
f Ent		of supported c							
			about the supporte						
	(i) Name of supp		(ii) EIN	(iii) Type of organization (described on lines 1-10	(iv) Is the orga in your governi	anization listed ing document?	(v) Amount o	•	(vi) Amount of other
	organizatio	n		above (see instructions))	Yes	No	support (see i	nstructions)	support (see instructions)
						1			
						<u> </u>			
Total									
the second se	the second se								

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ. 932021 09-25-19 Schedule A (Form 990 or 990-EZ) 2019

#### BIRMINGHAM AREA SENIORS Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Sec	tion A. Public Support						
Cale	ndar year (or fiscal year beginning in) 🕨	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1	Gifts, grants, contributions, and						
	membership fees received. (Do not						
	include any "unusual grants.")	235,813.	196,630.	264,539.	286,353.	240,083.	1223418.
2	Tax revenues levied for the organ-						
	ization's benefit and either paid to						
	or expended on its behalf						
3	The value of services or facilities						
	furnished by a governmental unit to						
	the organization without charge	286,975.		289,336.			
	Total. Add lines 1 through 3	522,788.	492,417.	553,875.	580,805.	530,372.	2680257.
5	The portion of total contributions						
	by each person (other than a						
	governmental unit or publicly						
	supported organization) included						
	on line 1 that exceeds 2% of the						
	amount shown on line 11,						
	column (f)						10,599.
	Public support. Subtract line 5 from line 4.					,	2669658.
Sec	ction B. Total Support						
Cale	ndar year (or fiscal year beginning in) 🕨	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7	Amounts from line 4	522,788.	492,417.	553,875.	580,805.	530,372.	2680257.
8	Gross income from interest,		:				
	dividends, payments received on						
	securities loans, rents, royalties,						0.00
	and income from similar sources $\dots$	19,841.	37,862.	77,638.	55,062.	72,879.	263,282.
9	Net income from unrelated business						
	activities, whether or not the						
	business is regularly carried on						
10	Other income. Do not include gain						
	or loss from the sale of capital				4 205	400	20 620
	assets (Explain in Part VI.)	-4,742.	-7,107.	-3,973.	-4,385.	-423.	
11	Total support. Add lines 7 through 10						2922909.
12	Gross receipts from related activities,					12	
13	First five years. If the Form 990 is for						
<u> </u>	organization, check this box and stor ction C. Computation of Publi	o here	centage	·····		·····	
_				al		14	91.34 %
	Public support percentage for 2019 (I					15	90.97 %
	Public support percentage from 2018						
16a	33 1/3% support test - 2019. If the c						
	stop here. The organization qualifies 33 1/3% support test - 2018. If the o	as a publicly supp	orteo organization	ina 13 ar 16a and	line 15 is 33 1/3%	or more check thi	
47.	and stop here. The organization qual 10% -facts-and-circumstances test						
1/8	and if the organization meets the "fac						
	meets the "facts-and-circumstances"						
	10% -facts-and-circumstances						
E	more and if the organization mosts the	- 2010. Il ule org	metances" test of	eck this hoy and	stop here. Explain	in Part VI how the	3
	more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization						
40	B Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions						
	Filvate loundation. It the organizatio	an alla not check a	<u>007 011 mile 10, 10</u>				

Schedule A (Form 990 or 990-EZ) 2019

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## Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Sec	ction A. Public Support								
Cale	ndar year (or fiscal year beginning in) 🕨	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e	) 2019	(f) Tota	al
1	Gifts, grants, contributions, and membership fees received. (Do not								
	include any "unusual grants.")								
2	Gross receipts from admissions, merchandise sold or services per- formed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose								
3	Gross receipts from activities that								
	are not an unrelated trade or bus- iness under section 513								
4	Tax revenues levied for the organ- ization's benefit and either paid to or expended on its behalf								
5	The value of services or facilities								
•	furnished by a governmental unit to the organization without charge								
6	Total. Add lines 1 through 5								
7:	Amounts included on lines 1, 2, and								
	3 received from disqualified persons								
E	) Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year								
(	Add lines 7a and 7b								
	Public support. (Subtract line 7c from line 6.)			·					
Se	ction B. Total Support			• · · · · · · · · · · · · · · · · · · ·				<b>_</b>	
Cale	endar year (or fiscal year beginning in) 🕨	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(	e) 2019	(f) Tot	al
	Amounts from line 6								
10;	a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources								
1	Unrelated business taxable income								
	(less section 511 taxes) from businesses								
	acquired after June 30, 1975								
	c Add lines 10a and 10b Net income from unrelated business activities not included in line 10b,								
	whether or not the business is regularly carried on								
12	Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)								
13	Total support. (Add lines 9, 10c, 11, and 12.)	L			·	1	<u></u>	L	
14	First five years. If the Form 990 is fo	r the organization'	s first, second, thir	d, fourth, or fifth t	ax year as a sectio	n 501(	c)(3) organiz	ation,	
<u> </u>	check this box and stop here ction C. Computation of Publ	ic Sunnort Pe	rcentage		·····	<u></u>	····		► []
	Public support percentage for 2019 (			column (fi)		15			%
						16			%
<u>16</u>	Public support percentage from 2018 ction D. Computation of Invest	stment Incom				1.01			
	Investment income percentage for 2			ine 13 column (fi)		17			%
						18		-	%
18	Investment income percentage from a 33 1/3% support tests - 2019. If the	20 10 Schedule A,	not check the hov	on line 14 and lin	e 15 is more than :		6, and line 1	7 is not	
19	a 33 1/3% support tests - 2019. If the more than 33 1/3%, check this box a	nd etco here. The		ifies as a publicly	supported organiza	ation		1	
	more than 33 1/3%, check this box a b 33 1/3% support tests - 2018. If the	nu stop nere. Ine	not check a box or	line 14 or line 19	a. and line 16 is m	ore tha	n 33 1/3%. :	and	
	b 33 1/3% support tests - 2018. If the line 18 is not more than 33 1/3%, che	- organization uid i ack this how and e	ton here. The org	nization qualifies	as a publicly supp	orted o	rganization	1	
~~	man a second sec	on did not check a	box on line 14 19	a. or 19b. check t	this box and see in	structio	ons		
20	Private foundation. If the organization	JI GIG HOL GHECK A			Sch	nedule	A (Form 99	0 or 990-E2	2) 2019

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#### BIRMINGHAM AREA SENIORS Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

1

2

3a

3b

3c

4a

4b

4c

5a

5b

5c

6

7

8

9a

9Ь

9c

10a

10b

Yes

No

Part IV Supporting Organizations (Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

#### **Section A. All Supporting Organizations**

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).
- **3a** Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If* "Yes," *answer* (b) and (c) below.
- **b** Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.
- **4a** Was any supported organization not organized in the United States ("foreign supported organization")? *If* "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.
- **b** Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If* "Yes," *describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*
- c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).
- **b** Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- c Substitutions only. Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ)*.
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.
- **b** Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If* "Yes," *provide detail in* **Part VI.**
- c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.
- **10a** Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If* "Yes," *answer 10b below.* 
  - b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)

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Schedule A (Form 990 or 990-EZ) 2019

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Sche	dule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL	38-2280	60	<u>1 Pa</u>	ige 5
Par	t IV   Supporting Organizations (continued)				
		_		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?				
а	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c)				
	below, the governing body of a supported organization?	1	<b>1</b> a		
b	A family member of a person described in (a) above?	L1	<u>1b</u>		
	A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a. b. or c. provide detail in Part VI.	1	1c		
Sec	tion B. Type I Supporting Organizations				
		·		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to				
	regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the				
	tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or				
	controlled the organization's activities. If the organization had more than one supported organization,	1			
	describe how the powers to appoint and/or remove directors or trustees were allocated among the supported				
	organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		1		
2	Did the organization operate for the benefit of any supported organization other than the supported				
	organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in	1			
	Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated,		•		
	supervised, or controlled the supporting organization.		2		
Sec	tion C. Type II Supporting Organizations			N.	
		r		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors				
	or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control				
	or management of the supporting organization was vested in the same persons that controlled or managed				
0	the supported organization(s).		1	L	
<u>Sec</u>	tion D. All Type III Supporting Organizations			Vee	No
	many the second			Yes	NO
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the				
	organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax				
	year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the		1		
•	organization's governing documents in effect on the date of notification, to the extent not previously provided?				
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported				
	organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how		2		
~	the organization maintained a close and continuous working relationship with the supported organization(s). By reason of the relationship described in (2), did the organization's supported organizations have a	-			
3	significant voice in the organization's investment policies and in directing the use of the organization's				
	income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's				
			3		
Sec	supported organizations played in this regard. tion E. Type III Functionally Integrated Supporting Organizations		-	·	
1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see ins	tructions).			
'a	The organization satisfied the Activities Test. Complete line 2 below.				
b	The organization is the parent of each of its supported organizations. Complete line 3 below.				
c	The organization supported a governmental entity. Describe in Part VI how you supported a government enti	tv (see instruc	tions	).	
2	Activities Test. Answer (a) and (b) below.	,		Yes	No
- a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of				
-	the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify				
	those supported organizations and explain how these activities directly furthered their exempt purposes,				
	how the organization was responsive to those supported organizations, and how the organization determined				
	that these activities constituted substantially all of its activities.		2a		
ь	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more	·			
	of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the				
	reasons for the organization's position that its supported organization(s) would have engaged in these				
	activities but for the organization's involvement.		<u>2b</u>	<u> </u>	<b> </b>
3	Parent of Supported Organizations. Answer (a) and (b) below.				
а	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or				
	trustees of each of the supported organizations? Provide details in Part VI.		<u>3a</u>	<u> </u>	<b> </b>
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each				
	of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		3b	<u> </u>	L

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Schedule A (Form 990 or 990-EZ) 2019

#### BIRMINGHAM AREA SENIORS Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

Pa	t V   Type III Non-Functionally Integrated 509(a)(3) Supportin	g Orga	nizations	
1	Check here if the organization satisfied the Integral Part Test as a qualifying			Part VI). See instructions. A
	other Type III non-functionally integrated supporting organizations must co	mplete S	ections A through E.	
Sect	ion A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
_2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3.	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or			
	collection of gross income or for management, conservation, or			
	maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		
Sect	ion B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see			
	instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
c	Fair market value of other non-exempt-use assets	1c		
d	Total (add lines 1a, 1b, and 1c)	1d		
e	Discount claimed for blockage or other			
	factors (explain in detail in Part VI):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2		
3	Subtract line 2 from line 1d.	3		
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount,			
	see instructions).	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by .035.	6		
7	Recoveries of prior-year distributions	7		
8	Minimum Asset Amount (add line 7 to line 6)	8		
	ion C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2	Enter 85% of line 1.	2		
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4	Enter greater of line 2 or line 3.	4		
5	Income tax imposed in prior year	5		
6	Distributable Amount. Subtract line 5 from line 4, unless subject to			
•	emergency temporary reduction (see instructions).	6		
7	Check here if the current year is the organization's first as a non-functional	lly integra	ted Type III supporting org	anization (see

instructions).

Schedule A (Form 990 or 990-EZ) 2019

#### BIRMINGHAM AREA SENIORS Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

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Par	Type III Non-Functionally Integrated 509	(a)(3) Supporting Orga	nizations (continued)	
<u>Secti</u>	on D - Distributions			Current Year
1	Amounts paid to supported organizations to accomplish exe	empt purposes		
2				
	organizations, in excess of income from activity			
3	Administrative expenses paid to accomplish exempt purpos	es of supported organizations	3	
4	Amounts paid to acquire exempt-use assets			
5	Qualified set-aside amounts (prior IRS approval required)			
6	Other distributions (describe in Part VI). See instructions.			
7	Total annual distributions. Add lines 1 through 6.			
8	Distributions to attentive supported organizations to which t	he organization is responsive		
	(provide details in Part VI). See instructions.			
9	Distributable amount for 2019 from Section C, line 6			
10	Line 8 amount divided by line 9 amount			
Secti	on E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1	Distributable amount for 2019 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2019 (reason-			
	able cause required- explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2019			
a	From 2014			
<u>b</u>	From 2015			
c	From 2016			
d	From 2017			
e	From 2018			
f	Total of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2019 distributable amount	·		
i	Carryover from 2014 not applied (see instructions)			
i	Remainder. Subtract lines 3g, 3h, and 3i from 3f.		·	·
4	Distributions for 2019 from Section D,			
	line 7: \$			
а	Applied to underdistributions of prior years			
Ь	Applied to 2019 distributable amount			
с	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2019, if			
	any. Subtract lines 3g and 4a from line 2. For result greater			
	than zero, explain in Part VI. See instructions.	<u></u>		
6	Remaining underdistributions for 2019. Subtract lines 3h			
	and 4b from line 1. For result greater than zero, explain in			
	Part VI. See instructions.			
7	Excess distributions carryover to 2020. Add lines 3j			
	and 4c.	<u> </u>		
	Excess from 2015			
	Excess from 2016			
	Excess from 2017			
	Excess from 2018	<u> </u>		
e	Excess from 2019		I	

Schedule A (Form 990 or 990-EZ) 2019

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Schedule A (Form 990 or 990-EZ) 2019	COORDINATING COUNCIL	38-2280601 Pag
Part VI Supplemental Inform	mation. Provide the explanations required by Part II, lin	e 10; Part II, line 17a or 17b; Part III, line 12;
Part IV, Section A, lines 1,	2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Pa	art IV, Section B, lines 1 and 2; Part IV, Section C,
line 1; Part IV, Section D, I	lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and	3b; Part V, line 1; Part V, Section B, line 1e; Part V,
Section D, lines 5, 6, and 8	8; and Part V, Section E, lines 2, 5, and 6. Also complete	this part for any additional information.
(See instructions.)		

Schedule A (Form 990 or 990-EZ) 2019

#### **Schedule B**

(Form 990, 990-EZ, or 990-PF) Department of the Treasury Internal Revenue Service

### **Schedule of Contributors**

Attach to Form 990, Form 990-EZ, or Form 990-PF.
 Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

**Employer identification number** 

Name of the organization

### BIRMINGHAM AREA SENIORS

#### 38-2280601

Filers of:	Section:
Form 990 or 990-EZ	X 501(c)( 3) (enter number) organization
	4947(a)(1) nonexempt charitable trust not treated as a private foundation
	527 political organization
Form 990-PF	501(c)(3) exempt private foundation
	4947(a)(1) nonexempt charitable trust treated as a private foundation
	501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

#### **General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

#### **Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2019)

# Name of organization

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

23

19180126 131861 02013.000

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	BEAUMONT HEALTH SYSTEMS 37411 W. 13 MILE ROAD ROYAL OAK, MI 48073	\$7,500.	Person X Payroll Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
2	FOUNDATION FOR BIRMINGHAM SENIOR RES 523 CAMBRIDGE WAY, SUITE 600 BLOOMFIELD HILLS, MI 48304	\$\$	Person X Payroll Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
3	MRS. JOHN ROSSO <u>1122 COLE STREET</u> BIRMINGHAM, MI 48009	\$ <u>5,000.</u>	Person X Payroll Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
4	PAT MEYERS 1302 FAIRWAY DRIVE BIRMINGHAM, MI 48009	\$\$15,600.	Person X Payroll Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
• •			
No.	Name, address, and ZIP + 4           DAVID UNDERDOWN           437 SUFFIELD	Total contributions	Type of contribution         Person       X         Payroll

Page 2

Employer identification number

38-2280601

2019.05030 BIRMINGHAM AREA SENIORS C 02013.01

Schedule B	(Form 990,	990-EZ,	or 990-PF)	(2019)	İ.

#### Name of organization BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

Employer identification number

38-2280601

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	KATHLEEN BREEN CHARITABLE TRUST 31 WOODLAND SHORES DR. GROSSE POINTE, MI 48236	\$5,000.	Person X Payroll Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person Payroll Payroll Payroll Payroll Payroll Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)
(a)	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
<u>No.</u>		\$	Person Payroll Payroll Complete Part II for noncash contributions.)
923452 11-0	06-19	Schedule D (Form	000,000-00,01000-017(2010)

24 2019.05030 BIRMINGHAM AREA SENIORS C 02013.01

Schedule B (Form 990, 990-EZ, or 990-PF) (2019)	Page	
Name of organization	Employer identification number	
BIRMINGHAM AREA SENIORS		
COORDINATING COUNCIL	38-2280601	

Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
(a) No. From Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-		\$	
(a) No. irom Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received

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2019.05030 BIRMINGHAM AREA SENIORS C 02013.01

Schedule I	B (Form 990, 990-EZ, or 990-PF) (2019)			Page 4		
Name of o	organization	<u> </u>		Employer identification number		
	NGHAM AREA SENIORS			30 2280601		
Part III	INATING COUNCIL Exclusively religious, charitable, etc., contributi	ons to organizations described in sec	tion 501(c)(7), (8), or (10)	38-2280601 that total more than \$1,000 for the year		
i ai i iii	from any one contributor. Complete columns (a completing Part III. enter the total of exclusively religious, Use duplicate copies of Part III if additional	) through (e) and the following line entry charitable, etc., contributions of \$1,000 or le	v For organizations			
(a) No.				wintion of how sift is hold		
from Part I	(b) Purpose of gift	(c) Use of gift	(d) Des	scription of how gift is held		
				·····		
		(e) Transfer of gift				
	Transferee's name, address, a	nd ZIP + 4	Relationship of tr	ansferor to transferee		
	······································					
(a) No. from	(b) Purpose of gift	(c) Use of gift	(d) Des	scription of how gift is held		
Part I						
				<u>,</u>		
		(e) Transfer of gift				
	Transferee's name, address, a	nd ZIP + 4	Relationship of tr	ansferor to transferee		
(a) No.			( ) )			
from Part I	(b) Purpose of gift	(c) Use of gift	(d) De:	scription of how gift is held		
		(e) Transfer of gift				
	Transferee's name, address, a	nd ZIP + 4	Relationship of tr	ansferor to transferee		
(a) No. from	(b) Purpose of gift	(c) Use of gift	(d) De:	scription of how gift is held		
Part I						
		(e) Transfer of gift		<u> </u>		
		(e) manaler or give				
	Transferee's name, address, a	nd ZIP + 4	Relationship of t	ransferor to transferee		
923454 11-0	y6-19		Schedu	le B (Form 990, 990-EZ, or 990-PF) (2019)		

19180126 131861 02013.000

	CHEDULE D orm 990) Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.			OMB No. 1545-0047		
	nent of the Treasury		Attach to Form 990.			Open to Public Inspection
<u> </u>	Revenue Service of the organizati	the organization BIRMINGHAM AREA SENIORS Em			Employer	identification number 8-2280601
Par		COORDINATING COUNC: ations Maintaining Donor Advise	d Funds or Other Si	imilar Funds or A		
<u>I u</u>		n answered "Yes" on Form 990, Part IV, lin				
	orgunizatio		(a) Donor advise	d funds	(b) Funds an	d other accounts
1	Total number at er	nd of year				
		f contributions to (during year)				
3		f grants from (during year)				
4	Aggregate value a	t end of year				
5	Did the organizatio	on inform all donors and donor advisors in v	writing that the assets he	ld in donor advised fu	nds	
	•	on's property, subject to the organization's	_			Yes No
		on inform all grantees, donors, and donor a				
	for charitable purp	oses and not for the benefit of the donor o	r donor advisor, or for an	y other purpose confe	rring	<u> </u>
Der	impermissible priv					Yes No
Par		ation Easements. Complete if the org		s on Form 990, Part i	v, line 7.	
1		servation easements held by the organization of land for public use (for example, recrea		Preservation of a his	torically impo	rtant land area
		of land for public use (for example, recreation of land for public use (for example, recreation) of natural habitat		Preservation of a ce		
		n of open space		J 1 16361 V2 (IOI) OF U OC		
2		through 2d if the organization held a qualit	ied conservation contribu	ution in the form of a d	onservation e	asement on the last
~	day of the tax yea					at the End of the Tax Year
а	• •	onservation easements			2a	
		vation easements on a certified historic str				
		vation easements included in (c) acquired a				
	listed in the Nation	nal Register			2d	
3	Number of conser	vation easements modified, transferred, rel	eased, extinguished, or t	erminated by the orga	nization durin	g the tax
	year 🕨					
4		where property subject to conservation east				
5		tion have a written policy regarding the pe				Yes No
	violations, and en	forcement of the conservation easements in	t holds?			
6	Staff and voluntee	er hours devoted to monitoring, inspecting,	nanoling of violations, an	ia emorcing conserva	lon easement	s during the year
_		ses incurred in monitoring, inspecting, hand	lling of violations, and en	forcing conservation (	asements du	ing the year
7	Amount of expension	ses incurred in monitoring, inspecting, nanc	ming of violations, and en	loroling concertation (		
8		vation easement reported on line 2(d) abov	e satisfy the requirement	s of section 170(h)(4)(	B)(i)	
o		)(4)(B)(i)?				Yes No
9	In Part XIII, descri	be how the organization reports conservati	on easements in its rever	ue and expense state	ment and	
Ŭ	balance sheet, an	d include, if applicable, the text of the foot	note to the organization's	financial statements	hat describes	the
	organization's acc	counting for conservation easements				
Par	t III Organiz	ations Maintaining Collections o		asures, or Other	Similar As	sets.
		if the organization answered "Yes" on Form				
1a	If the organization	elected, as permitted under FASB ASC 95	8, not to report in its reve	enue statement and b	alance sheet v	vorks
		easures, or other similar assets held for pu			ance of public	;
	service, provide in	Part XIII the text of the footnote to its fina	ncial statements that des	cribes these items.	oo choot wed	sof
b	If the organization	elected, as permitted under FASB ASC 95	68, to report in its revenue	e statement and balan	ce sheet work	s oi anice
		sures, or other similar assets held for public	exhibition, education, of	research in jurneran	ce of public s	
		ring amounts relating to these items: Jded on Form 990, Part VIII, line 1			► \$	
	••				<b>N</b>	
2	If the organization	ed in Form 990, Part X n received or held works of art, historical tree	asures, or other similar a	ssets for financial gai	, provide	
2		punts required to be reported under FASB A				
а		I on Form 990, Part VIII, line 1			🕨 💲 🔄	
		n Form 990, Part X			<b>N A</b>	
		Reduction Act Notice, see the Instruction				edule D (Form 990) 2019
	1 10-02-19					
			27			

Schedule D (Form 990) 2019         COORDINATING         COUNCIL         38-2280603           Part III         Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (contin         (contin           3         Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its         (continue)	
3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its	nued)
collection items (check all that apply):	
a Public exhibition d Loan or exchange program	
b Scholarly research e Other	
c Preservation for future generations	
4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.	
5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets	_
to be sold to raise funds rather than to be maintained as part of the organization's collection?	No
Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or	
reported an amount on Form 990, Part X, line 21.	
1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included	<b></b>
on Form 990, Part X? Yes	∐ No
b If "Yes," explain the arrangement in Part XIII and complete the following table:	
Amoun	t
c Beginning balance	
d Additions during the year	
e Distributions during the year	
f Ending balance	<u> </u>
2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?	
b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII	
Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.	
	r years back
	,377,236.
b Contributions 10,025.	12,125.
c Net investment earnings, gains, and losses 72,546. 96,456. 111,113. 136,433.	1,205.
d Grants or scholarships	
e Other expenditures for facilities	
and programs 5,540.	
f Administrative expenses 15,222. 14,418. 12,350. 12,476.	10,678.
g End of year balance 1,746,455. 1,689,131. 1,607,093. 1,498,305. 1	,379,888.
2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:	
a Board designated or quasi-endowment <a> <u>100.00</u>%</a>	
b Permanent endowment	
c Term endowment 🕨%	
The percentages on lines 2a, 2b, and 2c should equal 100%.	
3a Are there endowment funds not in the possession of the organization that are held and administered for the organization	
by:	Yes No
(i) Unrelated organizations 3a(i)	X
(ii) Related organizations 3a(ii)	X
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?3b	
4 Describe in Part XIII the intended uses of the organization's endowment funds.	
Part VI Land, Buildings, and Equipment.	
Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.	
Description of property(a) Cost or other(b) Cost or other(c) Accumulated(d) Boobasis (investment)basis (other)depreciation	k value
1a Land	
b Buildings	
c Leasehold improvements	
d Equipment 301,655. 254,298. 4	<u>7,357.</u>
e Other	
Total, Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)	7 <u>,357</u> .

Schedule D (Form 990) 2019

932052 10-02-19

#### BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

#### Schedule D (Form 990) 2019 COORDINAT Part VII Investments - Other Securities.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-	of-year market value
1) Financial derivatives			
2) Closely held equity interests			
3) Other			
(A)			
(B)			
(C)			
(D)			
(E)			
(F)			
(G)			
(H)			
otal. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) 🕨			
Part VIII Investments - Program Related.			
Complete if the organization answered "Yes" of	n Form 990, Part IV, line *	I1c. See Form 990, Part X, line 13.	
(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-	of-year market value
(1)			
(2)			
(3)			
(4)			
(5)			······
(6)			<u> </u>
(7)			
(8)			
(9)			
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ►			
Complete if the organization answered "Yes" of	- Form 000 Part IV line :	11d See Form 990 Part X line 15	
	Description	11d. See 1 0111 550, 1 art X, mie 10.	(b) Book value
(1)	· · · · · · · · · · · · · · · · · · ·		
(2)	<u>.</u>		
(3)			······································
(4)			······································
(5)			
(6)			
(8)			
(9)			
Total (Column (b) must equal Form 000 Port V and (P) line	15)	<b>&gt;</b>	·····
Fotal. (Column (b) must equal Form 990. Part X. col. (B) line         Part X       Other Liabilities.			
Part X Other Liabilities. Complete if the organization answered "Yes" of		11e or 11f. See Form 990, Part X, line 25.	(h) Deale value
Part X Other Liabilities.		11e or 11f. See Form 990, Part X, line 25.	(b) Book value
Part X         Other Liabilities.           Complete if the organization answered "Yes" of the organization of liability           1.         (a) Description of liability           (1) Federal income taxes	on Form 990, Part IV, line	11e or 11f. See Form 990, Part X, line 25.	
Part X         Other Liabilities.           Complete if the organization answered "Yes" of the organization answered "Yes" of the organization of liability           I.         (a) Description of liability	on Form 990, Part IV, line	11e or 11f. See Form 990, Part X, line 25.	(b) Book value 65,939
Part X         Other Liabilities.           Complete if the organization answered "Yes" of the organization answered "Yes" of the organization of liability           (a) Description of liability           (1) Federal income taxes	on Form 990, Part IV, line	11e or 11f. See Form 990, Part X, line 25.	
Part X         Other Liabilities.           Complete if the organization answered "Yes" of the organization of liability           I.         (a) Description of liability           (1) Federal income taxes           (2) PAYCHECK PROTECTION PROGRA	on Form 990, Part IV, line	11e or 11f. See Form 990, Part X, line 25.	
Part X       Other Liabilities.         Complete if the organization answered "Yes" of the organization of liability         (a) Description of liability         (1) Federal income taxes         (2) PAYCHECK PROTECTION PROGRA         (3)	on Form 990, Part IV, line	11e or 11f. See Form 990, Part X, line 25.	
Part X       Other Liabilities.         Complete if the organization answered "Yes" of the organization answered "Yes" of the organization of liability         (a) Description of liability       (1) Federal income taxes         (2) PAYCHECK PROTECTION PROGRA       (3)         (4)       (4)	on Form 990, Part IV, line	11e or 11f. See Form 990, Part X, line 25.	
Part X       Other Liabilities.         Complete if the organization answered "Yes" of the organization answered "Yes" of the organization of liability         (a) Description of liability       (a) Description of liability         (1) Federal income taxes       (a) PAYCHECK PROTECTION PROGRA         (3)       (4)         (5)       (5)	on Form 990, Part IV, line	11e or 11f. See Form 990, Part X, line 25.	
Part X       Other Liabilities.         Complete if the organization answered "Yes" of the organization of liability         (a) Description of liability         (1) Federal income taxes         (2) PAYCHECK PROTECTION PROGRA         (3)         (4)         (5)         (6)	on Form 990, Part IV, line	11e or 11f. See Form 990, Part X, line 25.	
Part X       Other Liabilities.         Complete if the organization answered "Yes" of the organization of liability         (a) Description of liability         (1) Federal income taxes         (2) PAYCHECK PROTECTION PROGRA         (3)         (4)         (5)         (6)         (7)	on Form 990, Part IV, line	11e or 11f. See Form 990, Part X, line 25.	

organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... X

Schedule D (Form 990) 2019

932053 10-02-19

	BIRMINGHAM AREA SENIORS		
Sche	hedule D (Form 990) 2019 COORDINATING COUNCIL		38-2280601 Page 4
Pa	t XI Reconciliation of Revenue per Audited Financial Statem	nents With Reven	ue per Return.
	Complete if the organization answered "Yes" on Form 990, Part IV, line 12	2a.	
1	Total revenue, gains, and other support per audited financial statements		
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
а	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants		
d	Other (Describe in Part XIII.)		
е	Add lines 2a through 2d		2e
3	Subtract line 2e from line 1		
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
а	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)		
c	c Add lines 4a and 4b		4c
5			
Pa	rt XII Reconciliation of Expenses per Audited Financial Stater	ments With Expe	nses per Return.
	Complete if the organization answered "Yes" on Form 990, Part IV, line 12	2a.	
1	Total expenses and losses per audited financial statements		1
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
а	Donated services and use of facilities	<u>2a</u>	
b	Prior year adjustments	<u>2b</u>	
С	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
е	Add lines 2a through 2d		
3	Subtract line 2e from line 1		
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
а	Investment expenses not included on Form 990, Part VIII, line 7b	<u>4a</u>	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b		
_5_	Total expenses. Add lines 3 and 4c. (This must equal Form 990. Part I, line 18.)		
Pa	rt XIII Supplemental Information.		

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART V, LINE 4:

THE ORGANIZATION HAS ESTABLISHED GUIDELINES WHEREBY THE GENERAL PURPOSE OF				
THE ENDOWMENT FUND IS TO SUPPORT THE ORGANIZATION'S MISSION BY GENERATING				
A GROWING FLOW OF FUNDS TO HELP MEET THE CURRENT AND FUTURE OPERATING,				
CAPITAL AND OTHER NEEDS. THE FINANCE COMMITTEE IS RESPONSIBLE FOR THE				
INVESTMENT MIX AND GROWTH OF THE FUND WITH THE ESTABLISHED INVESTMENT				
POLICY GUIDELINES. THE FUND SPENDING POLICY GOVERNS THE RATE AT WHICH THE				
FUNDS ARE RELEASED TO THE OPERATING BUDGET AND IS DETERMINED BY THE BOARD				
OF DIRECTORS OF THE ORGANIZATION.				

PART X, LINE 2:

19180126 131861 02013.000

ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA Schedule D (Form 990) 2019

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BIRMINGHAM	AREA	SENIORS	
COORDINATIN	IG COU	JNCIL	

Part XIII | Supplemental Information (continued)

Schedule D (Form 990) 2019

REQUIRE THE ORGANIZATION TO EVALUATE TAX POSITIONS TAKEN BY THE

ORGANIZATION AND RECOGNIZE A TAX LIABILITY IF THE ORGANIZATION HAS TAKEN

AN UNCERTAIN POSITION THAT MORE LIKELY THAN NOT WOULD NOT BE SUSTAINED

UPON EXAMINATION BY THE IRS OR OTHER APPLICABLE TAXING AUTHORITIES.

MANAGEMENT HAS ANALYZED THE TAX POSITIONS TAKEN BY THE ORGANIZATION AND

HAS CONCLUDED THAT AS OF JUNE 30, 2020, THERE ARE NO UNCERTAIN POSITIONS

TAKEN OR EXPECTED TO BE TAKEN THAT WOULD REQUIRE RECOGNITION OF A

LIABILITY OR DISCLOSURE IN THE FINANCIAL STATEMENTS.

Schedule D (Form 990) 2019

SCHEDULE O

(Form 990 or 990-EZ)

#### Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. Attach to Form 990 or 990-EZ. Go to www.irs.gov/Form990 for the latest information.

Department of the Treasury Internal Revenue Service Name of the organization

38-2280601

Inspection **Employer identification number** 

OMB No. 1545-0047

Open to Public

9

FORM 990, PART I, DOING BUSINESS AS:

NEXT - YOUR PLACE TO STAY ACTIVE & CONNECTED

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

BIRMINGHAM AREA SENIORS

COORDINATING COUNCIL

TO PROVIDE EDUCATIONAL, RECREATIONAL AND SOCIAL PROGRAMS, SUPPORTIVE

OUTREACH SERVICES AND VOLUNTEER OPPORTUNITIES.

FORM 990, PART VI, SECTION A, LINE 6:

MEMBERSHIP ORGANIZATION

FORM 990, PART VI, SECTION A, LINE 7A:

MEMBERS ELECT BOARD OF DIRECTORS. MEMBERS ARE FREE TO ATTEND MEETINGS WHERE

THEY CAN NOMINATE AND VOTE ON THE BOARD OF DIRECTORS

FORM 990, PART VI, SECTION B, LINE 11B:

EXECUTIVE DIRECTOR, PRESIDENT AND TREASURER OF THE BOARD APPROVES FORM 990 BEFORE ACTUAL FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

SIGNED CONFLICT OF INTEREST POLICIES ARE REQUIRED FROM ALL STAFF,

VOLUNTEERS AND BOARD MEMBERS. THE WRITTEN DISCLOSURE IS KEPT ON FILE AND

UPDATED AS APPROPRIATE.

FORM 990, PART VI, SECTION B, LINE 15A:

EXECUTIVE DIRECTOR COMPENSATION IS DETERMINED BY INTERVIEW PANEL, APPROVAL

BY THE EXECUTIVE BOARD, AND COMPARISON OF SALARIES WITH OTHER SENIOR

Schedule O (Form 990 or 990-EZ) (2019) LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ. 932211 09-06-19 32

Schedule O (Form 990 or 990-EZ) (2019)

Name of the organization BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

69,250.

69,250.

0.

0.

#### CENTERS. ALSO COMPARED WITH MUNICIPAL EMPLOYEES IN OUR SERVICE AREA.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION MAKES THE GOVERNING DOCUMENTS, POLICIES, AND FINANCIAL

STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.

FORM 990, PART IX, LINE 11G, OTHER FEES:

PROGRAM SERVICE FEES:

PROGRAM SERVICE EXPENSES

MANAGEMENT AND GENERAL EXPENSES

FUNDRAISING EXPENSES

TOTAL EXPENSES

TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A 69,250.

Schedule O (Form 990 or 990-EZ) (2019)

City of B	irmingham	<u>IEMORANDUM</u>
		Police Department
DATE:	September 9, 2021	
то:	Thomas M. Markus, City Manager	
FROM:	Scott Grewe, Operations Commander	
SUBJECT:	Amended Contract with SP Plus Corpor	ration

#### INTRODUCTION:

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In the fall of 2020, the Police Department took over operations of the parking structures. During the initial months, operations and contractual service/contracts were reviewed. Staff reviewed the contract for SP Plus Corporation, managing contractor for the day-to-day operations of the parking structures and identified areas of concern. Staff had several meetings with SP Plus initially that now include regularly scheduled monthly meeting to review financials and maintenance.

#### BACKGROUND:

SP Plus (National Garages) has been serving the City of Birmingham since April 1954. In early 2019, the City put out an RFP for parking services and received four bids. At the July 8, 2019 City Commission meeting, the Commission selected SP Plus Corporation to continue the City's Parking Management Services.

During the fall of 2020, the Police Department took over operations of the parking structures and oversight of SP Plus Corporation. Upon reviewing the contract, staff identified concerns and asked the City Attorney to review the contract.

#### LEGAL REVIEW:

The City Attorney reviewed the contract and determined it to be fraught with paragraphs and provisions whereby it would appear as though the employees of SP Plus were acting more as and assuming responsibilities as though they were Birmingham employees. Therefore, it became necessary to rewrite and rework this contract so as to make it very clear that the employees of SP Plus are not under the domain and umbrella of the City of Birmingham, and, thereby not assuming any responsibilities and liabilities for SP Plus employees. It is the City Attorney's opinion that the new contract protects the City in the best possible way, allowing services for the parking system to our benefit.

#### FISCAL IMPACT:

There is no change in existing contract in terms of finances or length of term. The changes in the contract lessen the opportunity for liability or complaints against the City.

#### SUMMARY:

Upon review of the existing contract with SP Plus Corporation it was determined there were areas of concern for the City. Upon review by the City Attorney, proposed changes were made in the contract. After meetings with SP Plus and their legal team, an agreement was reached and signed

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by SP Plus. The result of the amended contract is a clear distinction that SP Plus employees are in no way under the domain and umbrella of the City and that the City is not assuming any responsibilities and liabilities for SP Plus employees.

#### ATTACHMENTS:

- 1. July 8, 2019 Memo to the Commission for Parking Management Services
- 2. July 8, 2019 City Commission Minutes
- 3. Original contract with SP Plus Corporation
- 4. Redline version between original contract and current contract
- 5. New amended contract with SP Plus Corporation

#### SUGGESTED RESOLUTION:

Make a motion adopting the resolution to approve the amended contract with SP Plus Corporation for Parking Management Services for the five City owned parking structures. Furthermore, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

City of	Birmingham	MEMORANDUM
		Office of the City Manager
DATE:	July 8, 2019	
то:	Joseph A. Valentine, City Mana	ager
FROM:	Tiffany J. Gunter, Assistant Cit	y Manager
SUBJECT:	Parking Management Services	Operator Contract Renewal

Introduction:

On April 3, 2019, the APC recommended that the City authorize a renewed agreement with SP Plus to support the Management and Operations of the public parking structures in downtown.

Four bids were submitted to the City for consideration. The following table illustrates the bidders and their respective rates per year to operate the structures:

Parking Management Firm	Cost Per Year/ Lump Sum*	Cost Per Month
Laz Parking	\$42,000	\$3,500
Premier Parking	\$66,000	\$5,500
Six Brothers Construction	\$5,000,000*	N/A
SP Plus Parking	\$46,500	\$3,875

The proposal from SP Plus included capital contributions to the parking operations that included the purchase of a dedicated power washer with the necessary trailer and pick-up truck totaling \$66,000. In addition, SP Plus sought to partner with the City to reduce queueing at the ingress and egress points of the garages by sponsoring the first year of an operating lease to introduce Parkonect readers at each of the Skidata kiosks that would total \$120,298. Parkonect allows us to integrate park mobile into the garages and gives customers another form of payment to get in and out of the structures

The rate structure, as proposed by SP Plus is an incentive based approach that involves the development of key performance indicators. The base management fee would be \$23,250. However, in order for SP Plus to achieve a total fee of \$46,500, they would have to meet all of the key performance indicators (KPIs) established at the onset of the contract as a condition of the negotiation. Exhibit B includes the agreed upon KPIs and how they will be measured.

The proposal offered a more user friendly approach to garage management with the introduction of the amenity bays, where a section of the garage could be identified to house amenities, such as an air pump for low tires, jumper cables, vacuum, and a squeegee for dirty windows.

Laz and Premier Parking submitted proposals that met the requirements of the RFP. Premier's annual management fee was significantly higher. Laz Parking offered a management fee that was slightly less than SP Plus overall, but it was not incentive based.

Six Brothers Construction submitted a lump sum bid of \$5 million dollars through MITN, but did not attach any bid documents, time frame, or rationale for the lump sum figure. Staff did not follow up with the bidder, due to the fact that even with a five-year total contract, the cost per year would have totaled \$1 million.

At the June 3 meeting, the APC discussed the opportunity to include additional services as stated as an option, in the RFP. It was agreed by the APC that the costs to develop and manage a real time mobile parking app belongs under the purview of parking management operations team. SP Plus offers this technology to other cities in North America. The cost associated with developing a customized app are roughly 65% less than working with an outside company without the same level of experience with parking and without an existing basis from which to build. The one-time cost for mobilization and customization is \$12,000. The monthly subscription fee is \$1,500. The Ski data access fees were paid when the City initiated the data analytics program and will not be necessary to support system set up.

The mobile app will provide real time parking availability for both on-street and off-street parking spaces and is being built to support the needs of a potential parking mitigation plan if the Birmingham N.O.W. project is approved for construction. The system app can be developed and operable in 12 weeks (October 2019).

#### Background:

At the February 6, 2019 meeting, the Advisory Parking Committee approved a Request for Proposals (RFP) to initiate a competitive bid process for a Parking Management Services Operator. It was envisioned that the successful bidder would have responsibility for the management and operations of our City owned off-street parking facilities for a minimum of three years with options to renew for future years. The RFP was released on Friday, February 8, 2019. The deadline for receipt of bids was set for March 8, 2019. Staff committed that the recommendation for the proposal that brings the best value to the City will be presented to the committee at the April 2019 meeting for consideration.

The contract for parking management services has not been updated since 1991. The purpose of the solicitation was to address many items that weren't included in the original scope and ensure that the cost for these services remains competitive. Key items included in the scope that weren't outlined in the current contract include greater clarity in the following areas:

- Expectations of Management Staff to ensure key management personnel is dedicated to the City of Birmingham during business hours;
- Revenue Control and Program Management specifications to increase internal control
  protocols, which involves technological advances that didn't exist when the original
  contract was drafted;
- Specifications for cleaning and maintenance of the facility and equipment to support offstreet parking are articulated clearly with a sample checklist provided for daily, quarterly, and annual activities; and

Customer service and appearance guidelines for all employees are set forth in the RFP.

The responses to the RFP have achieved the objectives sought by the Committee. Once the parking management services contract is finalized, the committee can begin moving forward with the recommendations as provided in the Parking Strategies Report completed in Fall 2018.

#### Legal Review:

The City attorney worked with counsel at SP Plus to finalize the contract terms, which concluded at the end of June satisfactorily.

#### Fiscal Impact:

The Automobile Parking System would sustain a monthly management fee not to exceed \$3,875 and the APS would have a one-time fee for the mobilization costs of \$12,000 and monthly subscription fee of \$1,500 per month. The monthly management fee is the same fee that is currently being paid for SP Plus services. The costs for application development and launch were included in the budget for the current fiscal year for a total of \$40,000. The City will expend \$28,000 less than anticipated for the mobile app development. The total annual impact to the APS would be \$76,500 to ensure consistent operations as well as development of and maintenance of a customized integrated mobile parking app for the City.

#### Summary:

SP Plus (National Garages) has been serving the City of Birmingham since April 1954 before there were elevated parking decks in the parking system and only surface lots. They have successfully worked through major transition with the City for over 60 years. The APC commended their willingness to respond to several ad hoc requests for parking studies and other services that fell outside of their scope over the years and made positive remarks prior to offering their recommendation.

The City Commission is being asked to consider authorization to renew the renegotiated contract terms with SP Plus and approve them to proceed with the development of the mobile parking application.

#### Attachments:

Contract for Parking Management Services SP Plus Proposal to City of Birmingham RFP for Parking Management Services April 3 Meeting Summary

#### Suggested Resolution:

To authorize an agreement with SP Plus to support the Parking Management Operations for the five City owned parking decks and off-street surface lots for a total monthly management fee not to exceed \$3,875 to be paid from the Automobile Parking System fund with costs distributed equally between garages as general administration and the costs for mobile application development and maintenance for a one- year monthly subscription of \$1,500 in an amount not to exceed \$18,000 through fund 585-538.001-981.0100, and direct the Mayor and Clerk to sign the agreement on behalf of the City.

#### BIRMINGHAM CITY COMMISSION MINUTES JULY 8, 2019 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

#### I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Patty Bordman called the meeting to order at 7:30 PM.

#### II. ROLL CALL

Present: Mayor Bordman Mayor Pro Tem Boutros Commissioner DeWeese Commissioner Harris Commissioner Hoff Commissioner Nickita Commissioner Sherman

Absent: None

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, City Attorney Ballard, Police Chief Clemence, Planning Director Ecker, DPS Manager Filipski, City Clerk Mynsberge, Fire Chief Wells, DPS Director Wood

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

#### 07-171-19 ANNOUNCEMENTS

- City Engineer O'Meara shared with the City Commission and City Administration awards and recognition received for the North Old Woodward Avenue Project.
  - Michigan Concrete Paving Association Award of Excellence
  - American Council of Engineering Companies of Michigan Merit Award
  - American Public Works Association Quality of Life Award State Chapter
  - American Public Works Association Quality of Life Award Local Chapter
- A reminder that the Citywide Master Plan Drop-In Clinic will be open on Tuesday, July 9 and Wednesday, July 10, from 9 a.m.-7:30 p.m. It is being held at 255 S. Old Woodward in downtown Birmingham. Everyone is invited to stop by and learn more about the process as well as lend your voice to planning the City's next 20 years.
- 2019 In The Park Summer Concert Series in Shain Park continues on Wednesday, July 10<sup>th</sup>, Noon - 2:00 p.m. with Siloam Pool playing Soul and Smooth Jazz, followed at 7:00 p.m. with Steve Acho playing Pop and Rock. In addition, on Wednesday, July 17, Audrey Ray Country Music at 7 p.m. Again, all in Shain Park.
- An information session on the Birmingham N.O.W. (North Old Woodward) Project is planned for July 16, 2019 at 6:30 p.m. at the Birmingham-Bloomfield Art Center (BBAC) located at 1516 S. Cranbrook Road in Birmingham. All are invited to attend.

#### 07-172-19 APPOINTMENT TO THE MUSEUM BOARD

Current member Judith Keefer was up for reappointment but did not attend the meeting.

Commissioner Hoff expressed concern about Ms. Keefer's attendance record and was hoping to speak with her about it. Since she was not in attendance tonight, Commissioner Hoff requested that the commission postpone the appointment.

#### 07-173-19 APPOINTMENTS TO THE GREENWOOD CEMETERY ADVISORY BOARD

The Commission interviewed current members Margaret Suter and Linda Buchanan.

**MOTION:** Motion by Mayor Pro Tem Boutros:

To appoint Margaret Suter as a regular member to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2022.

VOTE: Yeas, 7 Nays, 0

**MOTION:** Motion by Commissioner Harris:

To appoint Linda Buchanan as a regular member to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2022.

VOTE: Yeas, 7 Nays, 0

City Clerk Mynsberge administered the Oath of Office to the appointees.

# IV. CONSENT AGENDA All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business. 07-174-19 APPROVAL OF CONSENT AGENDA The following items were removed from the Consent Agenda: Item J, Cost Sharing Agreement for Local Road Improvement Matching Fund Program Item M, Agreement with SP Plus

Mayor Bordman: Item B, Special Commission Meeting Minutes, June 20, 2019

#### **Recusals:**

Mayor Pro Tem Boutros	Items A and B, due to absences
Commissioner DeWeese	Item B, due to absence
Commissioner Harris	Item C, due to absence

**MOTION:** Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros: To approve the Consent Agenda, excluding Items B, J, and M, and noting the recusals.

ROLL CALL VOTE:	Ayes:	Mayor Bordman Mayor Pro Tem Boutros Commissioner DeWeese Commissioner Harris Commissioner Hoff Commissioner Nickita Commissioner Sherman
	Nays:	None

- A. Resolution approved the Joint City Commission/Planning Board meeting minutes of June 17, 2019.
- C. Resolution approving the Regular City Commission meeting minutes of June 24, 2019.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated June 26, 2019 in the amount of \$671,522.58.
- E. Resolution approving the warrant list, including Automated Clearing House payments, dated July 3, 2019 in the amount of \$1,016,760.20.
- F. Resolution approving the appointment of election inspectors, absent voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the August 6, 2019 Special Election pursuant to MCL 168.674(1), setting 10:00 a.m. as the start time for the absent voter counting board, and granting the City Clerk authority to make emergency appointments of qualified candidates should circumstances warrant to maintain adequate staffing in the various precincts, counting boards and receiving boards.
- G. Resolution approving the purchase of a Lucas III Chest Compression System from Stryker out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,221.77.
- H. Resolution approving the purchase of a Stryker Power-PRO XT stretcher out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,748.37.
- I. Resolution approving the purchase of a 26-foot, enclosed, triple-axle trailer out of account number 101-336.000- 971.0100 from the fiscal year 2019-2020 budget, for \$9,375.00 from Howland's Trailer & Truck Accessories. Pertaining to the Local Road Improvement Matching Fund Pilot Program.
- K. Resolution setting a public hearing date of August 5, 2019 to consider amendments to Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height, Overlay, and Rooftop.
- L. Resolution authorizing the expenditure of \$10,781.85 to re-stripe the Park Street, Peabody, Pierce, and Chester Street garages using Accurate Parking Lot Services to complete the work to be paid by the Automobile Parking System.

#### 07-175-19 Oakland County Pilot Local Road Improvement Program (ITEM J)

Commissioner Hoff questioned if the City is receiving a 50% matching grant for this project, and since the cost is \$728,000.00 why is the City only getting only \$125,291.00. She further went on to say that she knows what improvements are happening on Bowers, but wants to know what is being done on Elm.

City Engineer O'Meara explained the project was sized based on what the City feels was needed for that street and the County offered \$125,291.00. The City may spend more than what was matched by the county, and it will. The project scope is for water main replacement and asphalt resurfacing on Elm, one block south of Bowers to Woodward.

**MOTION:** Motion by Commissioner Hoff, and seconded by Commissioner Sherman: To authorize the Mayor to sign the cost sharing agreement with Oakland County

VOTE: Yeas, 7 Nays, 0

**07-176-19 Parking Management Services Operator Contract Renewal (ITEM M)** Commissioner Hoff found all the different figures proposed confusing and wanted clarity on what is up for approval. With the total bid at \$1,681,430.00, why are we being asked to approve \$46,500.00 tonight?

Assistant City Manager Gunter explained that \$1,681.430.00 is the operating cost and was approved through the budgeting process. Tonight, the commission is being asked to approve the management fees to oversee staff, permitting, etc.

Commissioner Hoff asked when \$1.6 million was allocated in the budget, does that include management fees. Assistant City Manager Gunter replied no, and explained that management fees are separate from operating costs and the City pays management fees every year.

Commissioner Hoff asked about the purchase of a dedicated power washer with the necessary trailer and pickup truck totaling \$66,000. Assistant City Manager Gunter expressed that SP Plus, as a unique characteristic of their bid, offered to buy equipment for the garage to make them more efficient in their delivery model. They are making that purchase on behalf of the City. It is not an additional cost for the City.

Commissioner Hoff asked about the new parking garage card readers referred to as ParkConnect.

Assistant City Manager Gunter replied that the ParkConnect is a reader that can be paired with the SKIdata machine. It allows online subscribers to wave their phone at the reader and their accounts would be charged appropriately reducing queuing time. SP Plus is offering to purchase the system and pay the subscription fee for a year.

Mayor Bordman is excited to hear about the additions that SP Plus is offering, however she is a little confused about SP Plus offering to pay for the 1<sup>st</sup> year subscription of ParkConnect; but the suggested resolution is agreeing to a one-year monthly subscription. Assistant City Manager Gunter explained that ParkConnect is separate from this proposal. What is included in the

resolution is the cost for a customized mobile parking application that is being put together and the one-year subscription fee payable when the application is available to users.

**MOTION:** Motion by Commissioner Hoff, and seconded by Commissioner DeWeese: To authorize an agreement with SP Plus to support the Parking Management Operations for the five City owned parking decks and off-street surface lots for a total monthly management fee not to exceed \$3,875 to be paid from the Automobile Parking System fund with costs distributed equally between garages as general administration and the costs for mobile application development and maintenance for a one- year monthly subscription of \$1,500, beginning upon execution, in an amount not to exceed \$18,000 through fund 585-538.001-981.0100, and directing the Mayor and Clerk to sign the agreement on behalf of the City.

VOTE:	Yeas,	7
	Nays,	0

#### 07-177-19 APPROVAL OF JUNE 20, 2019 SPECIAL CITY COMMISSION WORKSHOP MINUTES (ITEM B)

Mayor Bordman corrected, page 9, 2<sup>nd</sup> full paragraph, general liability from \$300,000.00, to \$3,000,000.00.

**MOTION:** Motion by Commissioner Sherman, and seconded by Commissioner Nickita: To approve the minutes of June 20, 2019 Special City Commission Workshop as corrected.

VOTE: Yeas, 7 Nays, 0

# V. UNFINISHED BUSINESS

# VI. NEW BUSINESS

07-178-19 PUBLIC HEARING OF NECESSITY FOR 2019 CAPE SEAL PROGRAM Mayor Bordman opened the public hearing at 8:00 p.m.

Department of Public Services Manager Filipski presented the item with an explanation as to why Lakeview, which was included in the first round of notifications, was not included in this suggested resolution. Subsequent to the notifications, residents on Lakeview were successful in obtaining the required signatures for an upgrade petition for fully improved roads.

Commissioner DeWeese asked when would the improvements to Lakeview from Oak to Harmon come before the Commission. Manager Filipski indicated it is a more intense process than the Cape Seal program and expects to have a suggested resolution within a few months. If the residents change their minds, it would have to come back before the commission to include in the Cape Seal program.

Commissioner Hoff clarified that it would be all of Lakeview. She went on to ask why Northlawn and Worth are not being done in their entirety. Mr. Filipski explained that the sections indicated are one-offs in the middle of what are otherwise improved blocks.

#### MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2019, by and between the CITY OF BIRMINGHAM, a Municipal Corporation ("**Owner**"), and SP PLUS CORPORATION, a Delaware corporation ("**Operator**").

#### RECITALS:

A. Owner presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility.

B. Operator is an experienced operator and manager of parking facilities.

C. The parties desire to enter into an agreement whereby Operator will manage all parking of motor vehicles at such facility on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. <u>PREMISES</u>. Owner hereby grants to Operator and Operator hereby accepts the exclusive right and obligation of administering, managing and operating the parking operations at the parking facilities described in <u>Exhibit "A"</u> and located in Birmingham, MI 48009 (collectively, the "**Premises**").

2. <u>TERM</u>. The initial term of this Agreement shall be for five (5) years commencing on July 1, 2019 (the "**Commencement Date**") and continuing through and including June 30, 2024 (the "**Initial Term**"), unless terminated earlier as provided in this Agreement. Thereafter, this Agreement shall automatically renew from year to year until either party gives written notice of non-renewal at least \_thirty (30) days prior to expiration of the Initial Term or the then-current renewal term, unless terminated earlier as provided in this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time, without cause or penalty, by giving at least thirty (30) days' prior written notice of termination.

#### 3. <u>SCOPE OF SERVICES</u>. Operator shall:

(a) Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. Owner reserves the right to establish hours of operation and parking rates for the Premises.

(b) Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.

(c) Collect parking fees from customers and, if directed by Owner, collect fees for nonparking uses of the Premises. If Owner requests Operator to establish or honor non-prepaid validation programs with Owner's tenants or other third parties, Operator shall not be responsible for any uncollectible receivables in connection with such programs. (d) Routinely maintain any parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to Owner. Operator will purchase supplies necessary for the operation of the Premises.

(e) Promote parking availability at the Premises through an appropriate mix of sales channels including Operator's own websites and third party marketing providers, as approved by Owner from time to time.

(f) Remotely monitor the Premises from Operator's off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other basic customer services support (the "**Remote Management Service**").

(g) Implement, brand and customize a mobile parking application which will provide for: network communication & security; server hosting licensing; epFinder application support; PARCS integration maintenance support & insight analytics access. Owner acknowledges that any such application shall be considered Intellectual Property (as defined in Section 15 below) and that, notwithstanding any customization of the application for the purpose of Operator's management of the Premises, Owner shall not have assume any ownership of the application at any time.

(h) Advise and cooperate with Owner in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as Owner shall adopt. Promptly notify Owner of any matter that, in Operator's reasonable judgment, requires Owner's attention.

#### 4. <u>BUDGET; OPERATING EXPENSES</u>.

(a) Operator shall annually prepare and deliver to Owner a proposed budget, for Owner's reasonable approval, reflecting the Gross Receipts and Operating Expenses that Operator expects to receive and incur, respectively, during Owner's forthcoming fiscal year or calendar year (as Owner designates) (the "**Budget**"), it being agreed that if Owner for any reason does not respond to any proposed Budget within thirty (30) days after Owner's receipt thereof, the proposed Budget shall be deemed approved. If at any time during the period covered by an approved Budget it appears to Operator that the actual total of all Operating Expenses likely to be incurred will exceed the Budget's projected total by more than ten percent (10%), Operator shall advise Owner and the parties shall discuss what actions, if any, may be implemented to minimize Operating Expenses without substantially impairing the operation of the Premises.

(b) Pursuant to the then-current approved Budget, Owner shall pay Operator for all expenses, charges and administrative costs incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "**Operating Expenses**"). Operating Expenses shall include, without limitation, all expenses, charges and administrative costs for: salaries and wages and associated payroll burden (including, without limitation, payroll taxes and fringe benefits); licenses and permits; first month's change funds/petty cash advanced by Operator (if applicable); compliance with governmental laws, regulations and payment card industry standards; uniforms; supplies; cleaning; maintenance and repair to be performed by Operator; any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "**Sales Tax**"); telephone; utilities (except to the extent paid directly by Owner); bookkeeping and administrative services; employee recruitment, training and ongoing employee relations; computerized accounts receivable service; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; health insurance, workers'

compensation insurance, garagekeeper's legal liability insurance (if applicable), general liability insurance and comprehensive crime insurance coverage, at rates established by Operator (but in no event to exceed the rates contained in the approved Budget); and deductibles established by Operator for insured losses attributable to the Premises (plus attorney's fees and court costs to defend Owner and/or Operator in actions brought to recover damages for such losses). Operating Expenses shall also include any expenses not listed above that are approved by Owner prior to expenditure. Operator may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply.

(c) If Operating Expenses increase due to any governmental action imposing or increasing (i) employer-provided medical insurance or other benefits, (ii) workers compensation rates, or (iii) federal, state or local minimum wage or living wage rates, then any such imposition or increase shall be automatically included as an Operating Expense and the applicable approved Budget revised accordingly.

(d) Operating Expenses shall not include (i) the costs of maintenance and repair required of Owner hereunder, or (ii) Owner's various costs associated with its ownership and/or occupancy of the Premises, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on Owner's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990. Payment of such expenses and costs are the sole obligation of Owner.

(e) If Owner disputes any Operating Expense, Owner shall give Operator written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

#### 5. <u>GROSS RECEIPTS; SALES TAX; NET PROFIT</u>.

(a) All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by Operator. "**Gross Receipts**" shall mean all cash earned and collected by Operator for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers.

(b) Operator shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. Owner shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by Owner or its agents. In addition, each party agrees to defend, indemnify and hold harmless the other party with respect to any and all loss, costs (including attorney's fees), penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein.

(c) "**Net Profit**" is the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less Operator's Management Fee (defined in Section 6 below) shall be paid to Owner concurrently with delivery of the monthly statement required in Section 7 below.

6. <u>MANAGEMENT FEE</u>. As compensation for Operator's services, Owner shall pay Operator a Base Fee plus an Incentive Fee as follows (collectively, the "Management Fee"):

(a) A parking management base fee of \$1,937.50 per month, a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month, and a mobile parking application

fee of \$1,500.00 per month, prorated for any partial month (together, the "**Base Fee**"). Operator may deduct the Base Fee from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay the Base Fee, Section 8 below shall apply. On each anniversary of the Commencement Date, the Management Fee shall automatically increase by the greater of (a) three percent (3%), or (b) the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U); Detroit-Warren-Dearborn, MI ; All Items; Not Seasonally Adjusted; 1982-1984 = 100 reference base period for the preceding 12-month period.

#### PLUS

(b) An incentive management fee of up to \$1,947.50 per month (the "**Incentive Fee**") according to key performance indicators, as outlined in <u>**Exhibit**</u> "**B**", attached hereto and incorporated herein.

#### 7. <u>MONTHLY REPORTING</u>.

(a) Within fifteen (15) days after the end of each month, Operator shall provide to Owner a statement showing all Gross Receipts, Operating Expenses, the Management Fee and Net Profit for the preceding month.

(b) Operator shall keep complete and accurate reports and records (collectively, the "**Records**") of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting practices. Operator shall permit Owner to inspect Operator's Records at Operator's offices during reasonable business hours and at Owner's expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information.

**REIMBURSEMENT OF DEFICIT**. If Gross Receipts during any month are exceeded by 8. the total of Operating Expenses and the Management Fee, resulting in a deficit, Owner agrees to pay Operator the deficit within ten (10) days after receipt of Operator's monthly statement required in Section 7 above. If payment is not made by Owner within said ten-day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; (ii) offset the amount of the deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to Owner; and (iii) at its option, terminate this Agreement upon written notice without waiving or limiting any of its legal remedies (including the right to recover attorneys' fees and any other expenses incurred) which Operator may pursue to collect the amount owed. In addition to any other rights or remedies of Operator and notwithstanding anything in this Agreement to the contrary, if Owner is in monetary breach of this Agreement and fails to cure such monetary breach within any applicable time period specified in this Agreement, then Operator shall have the right, but not the obligation, to exercise a self-help remedy and is hereby authorized at any time and from time to time to the fullest extent permitted by law, without prior notice to Owner, and without waiving any claim for damages to which it is otherwise entitled as a result of such breach, to, among other things, unilaterally offset and recoup any past-due payments from any Gross Receipts collected or held by Operator.

**9. OPERATOR'S INSURANCE COVERAGES**. The Operator 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 OF BIRMINGHAM.

- (a) <u>Workers' Compensation Insurance</u>: Operator shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (b) <u>Commercial General Liability Insurance</u>: Operator 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) <u>Motor Vehicle Liability</u>: Operator shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, with limits of liability of not less than \$2,000,000 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>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- (f) <u>Proof of Insurance Coverage</u>: Operator shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance 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;
- (g) <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, Operator shall deliver renewal certificates and/or policies to the City of Birmingham prior to the expiration date.

(h) <u>Maintaining Insurance</u>: Upon failure of the Operator to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option and expense, purchase such coverage.

10. **RELEASE AND WAIVER OF SUBROGATION**. In the event all or any part of the Premises (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage resulting therefrom, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the actual insurance coverage carried by the parties or which is commonly covered under an allrisk insurance policy, in either case irrespective of applicable deductibles. All such insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

11. **INDEMNIFICATION**. To the fullest extent permitted by law the Operator agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless Owner, its elected and appointed officials, employees and volunteers and others working on behalf of Owner 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 Owner, its elected and appointed officials, employees, volunteers or others working on behalf of Owner, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of Operator's breach of this Agreement or caused by the negligence of Operator. Such responsibility shall not be construed as liability for damage the extent caused by or resulting from the act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of Owner.

12. <u>DISPUTE RESOLUTION.</u> 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 48<sup>th</sup> 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.

#### 13. <u>CONDITION AND USE OF PREMISES</u>.

(a) Owner warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the Premises) are and shall, at Owner's expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.

(b) Owner warrants and covenants that it has obtained or will obtain all licenses and permits (including a certificate of occupancy for the Premises) that are a prerequisite to Operator's performance of its duties hereunder.

(c) Owner represents and warrants that all revenue control equipment and systems provided by Owner that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by Owner or its contractors must be compliant with PCI DSS and FACTA.

14. <u>EQUIPMENT AND IMPROVEMENTS</u>. Operator shall, on behalf of Owner and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "Equipment") described in <u>Exhibit "C"</u> which is attached hereto and is incorporated herein by reference. Operator shall be responsible for maintenance and repair of the Equipment (the "Equipment R&M Costs"); provided, however, that any Equipment R&M Costs incurred by Operator shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by Operator and, absent a written agreement between Owner and Operator, Owner shall not own the Equipment at any time.

**15. INTELLECTUAL PROPERTY.** Operator hereby grants to Owner, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use Operator's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "Intellectual Property"), to the extent related to Operator's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, Operator shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and Owner shall refrain from all further use of the Intellectual Property.

16. <u>OWNER'S OBLIGATIONS</u>. Owner, at its expense, shall be responsible for the following:

(a) Except for the custodial duties expressly delegated to Operator in Section 3 above, all repair and maintenance of the Premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); elevators, manlifts and escalators; sealing and waterproofing; electrical or mechanical systems or equipment including traffic control devices used at or in the Premises; and all structural repairs.

(b) Alterations, improvements or repairs that Owner deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities including, without limitation, the Americans with Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.

(c) All installation, removal, replacement or modification of signage at the Premises as may be required by law or desired by Owner in order to adhere to the Manual on Uniform Traffic Control Devices (the "**MUTCD**") or similar standards.

(d) Safety and/or security personnel and equipment. Owner expressly acknowledges that Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Operator's employees undertake the obligation to guard or protect

customers against the intentional acts of third parties. Owner shall determine, at Owner's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Premises. Owner further agrees to indemnify and to hold harmless Operator from and against any claims, demand, suits, liabilities, or judgments arising from Operator's alleged failure to warn, to guard, or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for the negligent or intentionally committed acts of or by Operator or Operator's employees.

17. <u>LICENSES AND PERMITS</u>. Operator shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over Operator's operations at the Premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.

**18.** <u>LAWS AND ORDINANCES</u>. Operator shall not use all or any part of the Premises for any use or purpose which is (i) forbidden by or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.

**19.** <u>**RELATIONSHIP OF THE PARTIES**</u>. No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent contractor. The personnel providing Operator's services under this Agreement are employees of Operator, not Owner.

**20. FORCE MAJEURE**. Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to Operator if it suspends operations for any such cause or event for the period of such suspension.

**21.** <u>**GOVERNING LAW**</u>. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

22. <u>APPROVALS</u>. Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

23. <u>WAIVERS</u>. No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

24. <u>SEVERABILITY</u>. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

25. <u>TERMINATION</u>. In addition to all other termination rights hereunder, either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days. In addition, either party may terminate this Agreement in the event the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, with such termination to be effective upon giving notice thereof.

**26. ASSIGNMENT**. Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of Owner, which consent shall not be unreasonably withheld. Operator is hereby given the right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator and/or to collaterally assign its right, title and interest herein to a financial institution as security for any present or future loans to Operator.

27. <u>NOTICES</u>. Any notice or communication required to be given to or served upon either party shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO OWNER:	City of Birmingham Attn: Tiffany Gunter, Assistant City Manager 151 Martin Street Birmingham, MI 48012
TO OPERATOR:	SP Plus Corporation Attn: Legal Department 200 East Randolph Street, Suite 7700 Chicago, IL 60601
with copy to:	SP Plus Corporation Attn: Nicole Hankins, Senior Vice President 21 Custom House Street, 6 <sup>th</sup> Floor Boston, MA 02110

**28. ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

**29. <u>PARTIES BOUND</u>**. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

**30.** <u>NEITHER PARTY DEEMED DRAFTER</u>. The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

**31.** <u>ATTORNEY FEES</u>. If either party should retain legal counsel and/or institute any suit against the other party to enforce or protect its rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith. The rights and obligations of this Section shall survive expiration or termination of this Agreement.

32. <u>AUTHORITY</u>. The individual signing this Agreement on behalf of Owner hereby represents that he or she has been empowered with full authority to act on behalf of Owner in connection with this Agreement, and that execution of this Agreement has been duly authorized by Owner. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Owner. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

## **PARKING** MANAGEMENT AGREEMENT

This MANAGEMENT THIS AGREEMENT (this "("Agreement")"), is made and entered into as of the this 13<sup>th</sup> day of \_\_\_\_\_2019September, 2021, by and between the <u>City of</u> <u>Birmingham</u> CITY OF BIRMINGHAM</u>, a <u>Michigan</u> Municipal Corporation ("Owner"), with offices at 151 Martin Street, Birmingham, MI 48009 (the "City") and SP PLUS CORPORATIONPlus Corporation, a Delaware corporation ("Operator with offices at 200 East Randolph Street, Suite 7700, Chicago, IL 60601 ("SP").

#### RECITALS:

#### Owner WITNESSETH:

A. WHEREAS, the City presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility-; and,

B. Operator WHEREAS, SP is an experienced operator and manager of parking facilities.; and,

C. The parties <u>WHEREAS</u>, the Parties desire to enter into an<u>a management</u> agreement whereby Operator will manage all parking of motor vehicles at such facility on the terms set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt<u>the City</u> and sufficiency of which are acknowledged, the parties<u>SP</u> agree as follows:

 <u>PREMISES</u>. Owner hereby grants<u>Management of Parking Structures</u>. Subject to Operator<u>the</u> terms and Operator hereby accepts the exclusive right and obligation of administering, managing and operatingconditions set forth in this Agreement, the parking operations<u>City hereby</u> agrees to retain SP to manage five parking structures at the parking facilitieslocations described in Exhibit "A" and located in Birmingham, MI 48009-(collectively, the "Premises"). The Premises includes all parking levels, entrance and exit ramps continuous from the street grade, and all passenger waiting areas for all five structures.

2. <u>**TERM**</u> 2. Term. The initial term of this Agreement shall be for five (5) years a

period of 1 year\_commencing -on July 1, 2019 (the "Commencement Date") and continuing through and including June 30, 2024 (the "Initial Term"), unless terminated earlier as provided in this Agreement. Thereafter, this<u>September 13, 2021. This</u> Agreement shall automatically renew from year to year until either party givesmay be extended by mutual written notice of non-renewal at least thirty

(30agreement of the parties for one year periods within sixty (60) days prior toof the expiration of the Initial Term or the then-current renewal term, unless terminated earlier as provided in of this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time, without cause or penalty, by giving at least thirty (30) days'days prior written notice of termination.

#### 3. <u>SCOPE OF SERVICES</u>. Operator <u>3. Scope of Services</u>. SP shall:

- (a)a. Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. OwnerThe City reserves the right to establish hours of operation and parking rates for the Premises.
- (b)b. Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.

(c) Collect parking fees from customers and, if directed by Owner, collect fees for non-parking uses of the Premises. If Owner requests Operator to establish or honor non-prepaid validation programs with Owner's tenants or other third parties, Operator shall not be responsible for any uncollectible receivables in connection with such programs.

#### c. <u>Routinely maintain anyCollect parking fees from customers.</u>

- d. <u>Maintain any and all</u> parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to <u>Owner. Operator will purchase the City.</u>
- (d)e. Purchase supplies necessary for the operation of the Premises.
- (e)<u>f.</u> Promote parking availability at the Premises through an appropriate mix of sales channels including <u>Operator'sSP's</u> own websites and third party marketing providers, as approved by <u>Ownerthe City</u> from time to time.
- (f)g. Remotely monitor the Premises from Operator's<u>SP's</u> off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other basic customer services support (the "Remote Management Service").

- (g)h. Implement, brand and customize<u>Maintain</u> a mobile parking application which will provideprovides support for: network communication & and security; server hosting licensing; epFinder application support; PARCS integration maintenance support & and insight analytics access. <u>OwnerThe City</u> acknowledges that any <u>suchthe parking</u> application shall be considered <u>SP's</u> Intellectual Property (as defined in Section <u>1514</u> below) and that, notwithstanding any customization of the application for the purpose of <u>Operator'sSP's</u> management of the Premises, <u>Ownerthe City</u> shall not have assume any ownership of the application at any time.
- (h)i.Advise and cooperate with Owner<u>the City</u> in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as Owner<u>the City</u> shall adopt. Promptly notify Owner<u>the City</u> of any matter that, in Operator's reasonable judgment, requires Owner's<u>the City's</u> attention.

#### 4. BUDGET; OPERATING EXPENSES.

Operator4. Budget; Operating Expenses.

(a) <u>a. SP</u> shall annually prepare and deliver to <u>Ownerthe City</u> a proposed budget, for <u>Owner's reasonablethe City's</u> approval, reflecting the Gross Receipts and Operating Expenses that <u>OperatorSP</u> expects to receive and incur, respectively, during <u>Owner'sthe City's</u> forthcoming fiscal year or calendar year (as <u>Owner designates</u>) (the "**Budget**"), it being agreed that if <u>Owner for any reason does not respond to any proposed the "Budget within thirty (30) days after <u>Owner's receipt thereof</u>, the proposed Budget shall be deemed approved. If at any time during the period covered by an approved Budget it appears to <u>Operator that the actual total of all Operating Expenses likely to be</u> incurred will exceed the Budget's projected total by more than ten percent (10%), <u>Operator</u> shall advise <u>Owner and the parties shall discuss what actions, if any, may be implemented to</u> minimize <u>Operating Expenses</u> without substantially impairing the operation of the <u>Premises</u>"). See Exhibit "B."</u>

- <u>b.</u> Pursuant to the <u>then-currentannual</u> approved Budget, <u>Ownerthe City</u> shall pay <u>OperatorSP</u> for all expenses <u>as provided in Exhibit "B"</u>, charges and administrative costs incurred by <u>OperatorSP</u> in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include, <u>without limitation</u>, all expenses, <u>charges and administrative costs for:</u>
  - i. SP employees' salaries and <u>wagesemployee expenses</u> and <u>associated payroll burden (taxes including, without</u> <u>limitation, payroll taxes approved wages, bonuses</u> and <u>fringeother compensation of all employees performing</u> <u>services under this Agreement and SP's payment to their</u>

<u>employee</u> benefits); licenses and permits; first month's change funds/petty cash advanced by Operator (if applicable); compliance\_including, but not limited to, life, medical and disability insurance and retirement benefits;

- ii. Expenditures for ordinary and nonstructural repairs and maintenance to maintain the Premises;
- iii. Expenditures for equipment, supplies, utilities, insurance (with rates and pre-claim charges established by SP and set forth in the Budget for the coverages required under this Agreement), governmental laws, regulationsfees and assessments relation to the operation of the Premises;
- iv. Regulations and payment card industry standards; uniforms; supplies;
- v. Uniforms;
- vi. Supplies and cleaning; maintenance and repair to be performed by Operator; any supplies;
- <u>vii. Any</u> applicable sales, parking, use, excise, gross receipts, or other <u>taxtaxes</u> or <u>chargecharges</u> due <u>theto</u> taxing authorities (collectively, "Sales Tax");-<u>telephone;</u>
- <u>viii. Telephone and</u> utilities\_(, except to the extent paid directly by <del>Owner); bookkeepingthe City;</del>
- ix. Bookkeeping and –administrative services; employee recruitment, training and ongoing employee relations; computerized only attributable to servicing the City of Birmingham;
- <u>x. Computerized</u> accounts receivable service; and banking and credit card system services; postage
- (b)xi. Postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; health insurance, workers'

compensation insurance, garagekeeper's legal liability insurance (if applicable), general liability insurance and comprehensive crime insurance coverage, at rates established by Operator (but in no event to exceed the rates contained in the approved Budget); and deductibles established by Operator for insured losses attributable to the Premises (plus attorney's fees and court costs to defend Owner and/or Operator in actions brought to recover damages for such losses). Operating Expenses

> xii. Operating expenses shall also include any expenses not listed above that are approved by <u>Ownerthe City</u> prior to expenditure. <u>Operator All excess expenditures shall be</u> <u>requested in writing by SP. SP</u> may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply. <u>Upon this</u> <u>occurrence, written notice must be given to the City.</u>

(c) If Operating Expenses increase due to any governmental action imposing or increasing (i) employer-provided medical insurance or other benefits, (ii) workers compensation rates, or (iii) federal, state or local minimum wage or living wage rates, then any such imposition or increase shall be automatically included as an Operating Expense and the applicable approved Budget revised accordingly.

c. Operating Expenses shall not include (i) the costs:

- i. <u>Costs</u> of maintenance and repair required of <u>Ownerthe</u> <u>City</u> hereunder, or (ii) <u>Owner's various</u>; and
- (d)ii. The City's costs associated with its ownership and/or occupancy of the Premises, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on Owner's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans Withwith Disabilities Act of 1990. Payment of such expenses and costs are the sole obligation of Owner.
- (e) d. If Ownerthe City disputes any Operating Expense, Ownerthe City shall give OperatorSP written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. GROSS RECEIPTS; SALES TAX; NET PROFIT.

#### 5. Gross Receipts; Sales Tax; Net Profit.

(a) <u>a.</u> All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by <u>OperatorSP</u>. "Gross Receipts" shall mean all cash earned and collected by <u>OperatorSP</u> for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by <u>OperatorSP</u> to its customers.

- (b)b. Operator<u>SP</u> shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. Owner shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by Owner or its agents. In addition, each party agrees to defend, indemnify and hold harmless the other party with respect to any and all loss, costs (including attorney's fees), penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forthherein.SP.
- (c)c. "Net Profit" isshall mean the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less Operator's<u>SP's</u> Management Fee (defined in Section 6 below) shall be paid to Owner<u>SP</u> concurrently with delivery of the monthly statement required in Section 7 below.
- 6. <u>MANAGEMENT FEE</u>. Management Fee. As compensation for <u>Operator'sSP's</u> services, <u>Ownerthe City</u> shall pay <u>OperatorSP</u> a Base Fee plus an Incentive Fee as follows (collectively, the "Management Fee"):

(a) a. A parking management base fee of \$1,937.50 per month, a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month, and a mobile parking application fee of \$1,500 per month, prorated for any partial month (together, the "Base Fee"). On the anniversary of the Commencement Date, the Management Fee shall automatically increase by three percent (3%); and

fee of \$1,500.00 per month, prorated for any partial month (together, the "**Base Fee**"). Operator may deduct the Base Fee from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay the Base Fee, Section 8 below shall apply. On each anniversary of the Commencement Date, the Management Fee shall automatically increase by the greater of (a) three percent (3%), or (b) the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI U); Detroit Warren Dearborn, MI ; All Items; Not Seasonally Adjusted; 1982–1984 = 100 reference base period for the preceding 12 month period.

**PLUS** 

(b) <u>b.</u> An incentive management fee of up to \$1,947<del>.50</del> per month (the "Incentive Fee") according to key performance indicators, as outlined in Exhibit "BC", attached hereto and incorporated herein.

# 7. MONTHLY REPORTING.

7. Monthly Reporting.

- (a)<u>a.</u> Within fifteen (15) days after the end of each month, <u>OperatorSP</u> shall provide to <u>Ownerthe City</u> a statement showing all Gross Receipts, Operating Expenses, the Management Fee and <u>Netnet</u> Profit for the preceding month.
- (b)b. OperatorSP shall keep complete and accurate reports and records (collectively, the "Records") of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting practices. OperatorSP shall permit Ownerthe City to inspect Operator's RecordsSP's records at Operator'sSP's offices during reasonable business hours and at Owner's expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information.

8. <u>REIMBURSEMENT OF DEFICIT</u>. If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, Owner agrees to pay Operator the deficit within ten (10) days after receipt of Operator's monthly statement required in Section 7 above. If payment is not made by Owner within said ten-day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; (ii) offset the amount of the deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to Owner; and (iii) at its option, terminate this Agreement upon written notice without waiving or limiting any of its legal remedies (including the right to recover attorneys' fees and any other expenses incurred) which Operator may pursue to collect the amount owed. In addition to any other rights or remedies of Operator and notwithstanding anything in this Agreement to the contrary, if Owner is in monetary breach of this Agreement and fails to cure such monetary breach within any applicable time period specified in this Agreement, then Operator shall have the right, but not the obligation, to exercise a self help remedy and is hereby authorized at any time and from time to time to the fullest extent permitted by law, without prior notice to Owner, and without waiving any claim for damages to which it is otherwise entitled as a result of such breach, to, among other things, unilaterally offset and recoup any past-due payments from any Gross Receipts collected or held by Operator.

**OPERATOR'S INSURANCE COVERAGES**. The Operator<u>8</u>. Reimbursement of Deficit. If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, the City agrees to pay SP the deficit within ten (10) days after receipt of SP's monthly statement required in Section 7 above.

9. <u>9. SP's Insurance Coverages. SP</u> 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 <u>State of Michigan. All coverages shall be with carriers acceptable to the CITY OF BIRMINGHAMCity</u>.

(a) <u>a. Workers' Compensation Insurance</u>: <u>OperatorSP</u> shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**b.** Commercial General Liability Insurance: OperatorSP 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: OperatorSP 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 \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. No-fault coverage having minimum required limits in accordance with state laws. Coverage shall include all owned vehicles, all

non-owned vehicles, and all hired vehicles.

(b) d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: The 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>e. Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: \_Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

(d) <u>f. Proof of Insurance Coverage</u>: Operator<u>SP</u> shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance <u>and/or policies</u>, acceptable to the City<u>of Birmingham</u>, as listed below.

- <u>1)</u> Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) <u>2)</u> 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) <u>4)</u> Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) Certificate of insurance for the above coverages and a verification letter from SP's insurance broker will be provided to the City.

(e) <u>g. Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, <u>OperatorSP</u> shall deliver renewal certificates and/or policies to the City of Birmingham prior to the expiration date.

(f) <u>h. Maintaining Insurance</u>: Upon failure of the Operator<u>SP</u> to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option and expense, purchase such coverage.

10. **RELEASE AND WAIVER OF SUBROGATION**. In and subtract the cost of obtaining such coverage from the event all or any part of Agreement amount. In obtaining such coverage, the Premises (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, City shall have no obligation to procure the rights or claims of either party or its employees, agents, successors or assigns against the other most cost-effective coverage but may contract with respect to liability any insurer for such loss, destruction or damage resulting thereform, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the actual insurance coverage carried by the parties or which is commonly covered under an all risk insurance policy, in either case irrespective of applicable deductibles. All such insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damageCOVErage.

**11. 10. INDEMNIFICATION**.Indemnification. To the fullest extent permitted by law the Operator, SP agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless Ownerthe City, its elected and appointed officials, employees and volunteers and others working on behalf of Ownerthe City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from Ownerthe City, its elected and appointed officials, employees, volunteers or others working on behalf of Ownerthe City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of Operator's the acts, omissions, negligence or breach of this Agreement or caused by the negligence of Operator.SP. Such responsibility indemnification shall not be construed asinclude liability for damage the extent caused by or resulting from the actnegligent acts or omissionOmissions of the City, its elected or appointed officials, employees, volunteers or others working on behalf of Ownerthe City.

**12. 11. DISPUTE RESOLUTION.** Dispute Resolution. 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 48<sup>th</sup> 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 48<sup>th</sup> District

Court.

# 13. CONDITION AND USE OF PREMISES.

12. OwnerCondition and Use of Premises.

(a) a. The City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the Premises) are and shall, at Owner's the City's expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.

#### Owner

(b) <u>b. The City</u> warrants and covenants that it has obtained or will obtain all licenses and permits (including a certificate of occupancy for the Premises) that are a prerequisite to Operator's <u>SP's</u> performance of its duties hereunder.

(c) <u>c. OwnerThe City</u> represents and warrants that all revenue control equipment and systems provided by <u>Ownerthe City</u> that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). \_Any equipment upgrades or replacements undertaken by <u>Ownerthe City</u> or its contractors must be compliant with PCI DSS and FACTA.

- 14. EOUPMENT AND IMPROVEMENTS. Operator 13. Equipment and Improvements. SP shall, on behalf of Owner the City and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "Equipment") described in Exhibit "CD" which is attached hereto and is incorporated herein by reference. Operator SP shall be responsible for maintenance and repair of the Equipment (the The "Equipment R&M-Costs"); provided, however, that any Equipment R&M-Costs incurred by Operator SP shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by Operator SP and, absent a written agreement between Owner and Operator, Owner the City shall not own the Equipment at any time.
- **15.** INTELLECTUAL PROPERTY. Operator 14. Intellectual Property. SP hereby grants to Ownerthe City, during the term of this Agreement only, a non-assignable, nonexclusive right and license to use Operator's SP's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "Intellectual Property"), to the extent related to Operator's SP's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, Operator SP shall have the right, at its sole cost and

expense, to remove the Intellectual Property from the Premises, and <u>Ownerthe City</u> shall refrain from all further use of the Intellectual Property.

**16.** <u>OWNER'S OBLIGATIONS</u>. <u>Owner15</u>. <u>The City's Obligations</u>. <u>The City</u>, at its expense, shall be responsible for the following:</u>

(a) <u>a.</u> Except for the custodial duties expressly delegated to Operator in Section <u>3 aboveSP herein</u>, all repair and maintenance of the <u>Premisespremises</u>, systems and improvements in good condition and repair, including (as applicable):\_ heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts);), elevators, manliftsman lifts and escalators; sealing and waterproofing; electrical or mechanical systems or equipment including traffic control devices used at or in the <u>Premises; premises</u>, and all structural repairs.

(b) b. Alterations, improvements or repairs that <u>Ownerthe City</u> deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities including, without limitation, the Americans with Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.

(c) <u>c.</u> All installation, removal, replacement or modification of signage at the <u>Premisespremises</u> as may be required by law or desired by <u>Ownerthe City</u> in order to adhere to the Manual on Uniform Traffic Control Devices (the "MUTCD") or similar standards.

(d) <u>d.</u> Safety and/or security personnel and equipment. <u>OwnerThe City</u> expressly acknowledges that <u>OperatorSP</u> does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor <u>do Operator'sdoes City's</u> employees undertake the obligation to guard or protect

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customers against the intentional acts of third parties. Owner <u>The City</u> shall determine, at the <u>Owner'sCity's</u> discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the <u>Premises.Owner</u> further agrees to indemnify and to hold harmless Operator from and against any claims, demand, suits, liabilities, or judgments arising from Operator's alleged failure to warn, to guard, or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for the negligent or intentionally committed acts of or by Operator or Operator's employees.<u>premises.</u>

17. <u>LICENSES AND PERMITS</u>. <u>Operator</u>16. Licenses and Permits. <u>SP</u> shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over <u>Operator'sSP's</u> operations at the <u>Premisespremises</u> and will abide by the terms of such licenses and permits. Any license or permit fees incurred by <u>OperatorSP</u> shall be deemed an <u>OperatingExpenseOperating expense</u>.

## LAWS AND ORDINANCES. Operator

**18.** <u>17. Laws and Ordinances. SP</u> shall not use all or any part of the <u>Premises</u> premises for any use or purpose which is (i) forbidden by, or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.

**19. <u>RELATIONSHIP OF THE PARTIES</u>**. No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent contractor. The personnel providing Operator's services under this Agreement are employees of Operator, not Owner.

**FORCE MAJEURE** 18. Relationship to the Parties. This Agreement shall not be construed or considered to be a partnership, joint venture, or any other type of joint business venture. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement. SP shall not act as an agent or representative of the City, superficially or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

**20.** <u>19. Force Majeure.</u> Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to <u>OperatorSP</u> if it suspends operations for any such cause or event for the period of <u>such</u> suspension.

**21.** <u>**COVERNING LAW.20.**</u> Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located State of Michigan.

**22.** <u>APPROVALS.21. Approvals.</u> Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

23. WAIVERS 22. Waivers. No waiver of default by either party of any term, covenant or

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condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

**24. SEVERABILITY.23.** Severability. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

#### **<u>24. TERMINATION</u>**. In addition to all other termination rights hereunder, either

25. (a) Breach. Either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provid-edprovided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days. In addition, either party may terminate this Agreement in the event the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, with such termination to be effective upon giving notice thereof.

26. <u>ASSIGNMENT</u>. Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of Owner, which consent shall not be unreasonably withheld. Operator is hereby given the right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator and/or to collaterally assign its right, title and interest herein to a financial institution as security for any present or future loans to Operator.

- **NOTICES** Any notice or communication(b) Termination of Disqualifying Interest. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of SP, the City shall have the right to terminate this Agreement without further liability to SP if the disqualification has not been removed within thirty (30) days after the City has given SP 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.
- (c) In addition to any termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.
- **25.**Notice of Potential Action. If SP 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.

27.26. Notices. All notices required to be given toor served upon either party shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, sent pursuant to this Agreement shall be mailed to the following addresses:\_

<del>TO OWNER:</del>	City of Birmingham Attn: Tiffany Gunter, Assistant City Manager 151 Martin Street Birmingham, MI 48012
TO OPERATOR:	SP Plus Corporation Attn: Legal Department 200 East Randolph Street, Suite 7700 Chicago, IL 60601
with copy to:	SP Plus Corporation Attn: Nicole Hankins, Senior Vice President 21 Custom House Street, 6 <sup>th</sup> Floor Boston, MA 02110

#### ENTIRE AGREEMENT.

<u>(</u>	City of Birmingham	SP Plus Corporation
/	<u>Attn: Scott Grewe</u>	Attn: Legal Dept.
-	151 Martin Street	200 East Randolph Street, Suite 7700
E	Birmingham, MI 48009	Chicago, IL 60601
4	248-530-1883	
		With copy to SP Plus Corporation, Attn: COO,
		200 East Randolph Street, Suite 7700
		Chicago, IL 60601

- **27.** Fair Procurement Opportunity: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.
- **28.** Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

The parties hereto have caused this Agreement to be executed as of the date and year above written.

# **SP PLUS CORPORATION**

 By:
James F. Buczek
 Chief Operations Officer
 Commercial Division
Commercial Division

# STATE OF MICHIGAN ) ) ss:

COUNTY OF OAKLAND

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021, before me personally appeared James F. Buczek Chief Operations Officer, Commercial Division, of SP Plus Corporation, who acknowledged he has the authority to sign this Agreement.

	Notary Public
	<u>County, Michigan</u>
Acting in	County, Michigan
My commiss	ion expires:

#### **CITY OF BIRMINGHAM**

**29.** <u>PARTIES BOUND</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

**30. NEITHER PARTY DEEMED DRAFTER**. The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

31. <u>ATTORNEY FEES</u>. If either party should retain legal counsel and/or institute any suit against the other party to enforce or protect its rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith. The rights and obligations of this Section shall survive expiration or termination of this Agreement.

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<u>AUTHORITY</u>. The individual signing this Agreement on behalf of Owner hereby represents that he or she has been empowered with full authority to act on behalf of Owner in connection with this Agreement, and that execution of this Agreement has been duly authorized by Owner. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

 By:
 Pierre Boutros
 Its: Mayor

By:
Alexandria D. Bingham
 Its: City Clerk

Approved:

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

Mark A. Gerber, Director of Finance (Approved as to financial obligation) Jana L. Ecker, Assistant City Manager (Approved as to substance)

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

<del>32.</del>

# PARKING MANAGEMENT AGREEMENT

**THIS AGREEMENT** ("Agreement"), is entered into this 13<sup>th</sup> day of September, 2021, by and between the City of Birmingham, a Michigan Municipal Corporation with offices at 151 Martin Street, Birmingham, MI 48009 (the "City") and SP Plus Corporation, a Delaware corporation with offices at 200 East Randolph Street, Suite 7700, Chicago, IL 60601 ("SP").

# WITNESSETH:

**WHEREAS**, the City presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility; and,

WHEREAS, SP is an experienced operator and manager of parking facilities; and,

**WHEREAS**, the Parties desire to enter into a management agreement on the terms set forth below.

**NOW, THEREFORE**, the City and SP agree as follows:

- 1. <u>Management of Parking Structures</u>. Subject to the terms and conditions set forth in this Agreement, the City hereby agrees to retain SP to manage five parking structures at the locations described in Exhibit "A" (collectively, the "Premises"). The Premises includes all parking levels, entrance and exit ramps continuous from the street grade, and all passenger waiting areas for all five structures.
- <u>Term</u>. The initial term of this Agreement shall be for a period of 1 year commencing on September 13, 2021. This Agreement may be extended by mutual written agreement of the parties for one year periods within sixty (60) days of the expiration of the then-current term of this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.
- 3. <u>Scope of Services</u>. SP shall:
  - a. Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. The City reserves the right to establish hours of operation and parking rates for the Premises.
  - b. Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.

- c. Collect parking fees from customers.
- d. Maintain any and all parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to the City.
- e. Purchase supplies necessary for the operation of the Premises.
- f. Promote parking availability at the Premises through an appropriate mix of sales channels including SP's own websites and third party marketing providers, as approved by the City from time to time.
- g. Remotely monitor the Premises from SP's off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other customer services support.
- h. Maintain a mobile parking application which provides support for: network communication and security; server hosting licensing; epFinder application support; PARCS integration maintenance support and insight analytics access. The City acknowledges that the parking application shall be considered SP's Intellectual Property (as defined in Section 14 below) and that, notwithstanding any customization of the application for the purpose of SP's management of the Premises, the City shall not assume ownership of the application at any time.
- i. Advise and cooperate with the City in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as the City shall adopt. Promptly notify the City of any matter that requires the City's attention.

# 4. Budget; Operating Expenses.

- a. SP shall annually prepare and deliver to the City a proposed budget, for the City's approval, reflecting the Gross Receipts and Operating Expenses that SP expects to receive and incur, respectively, during the City's forthcoming calendar year (the "Budget"). See Exhibit "B."
- b. Pursuant to the annual approved Budget, the City shall pay SP for all expenses as provided in Exhibit "B", charges and administrative costs incurred by SP in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include:
  - i. SP employees' salaries and employee expenses and taxes including approved wages, bonuses and other compensation of all employees performing services under this Agreement and SP's payment to their

employee benefits including, but not limited to, life, medical and disability insurance and retirement benefits;

- ii. Expenditures for ordinary and nonstructural repairs and maintenance to maintain the Premises;
- iii. Expenditures for equipment, supplies, utilities, insurance (with rates and pre-claim charges established by SP and set forth in the Budget for the coverages required under this Agreement), governmental fees and assessments relation to the operation of the Premises;
- iv. Regulations and payment card industry standards;
- v. Uniforms;
- vi. Supplies and cleaning supplies;
- vii. Any applicable sales, parking, use, excise, gross receipts, or other taxes or charges due to taxing authorities (collectively, "Sales Tax");
- viii. Telephone and utilities, except to the extent paid directly by the City;
- ix. Bookkeeping and administrative services only attributable to servicing the City of Birmingham;
- x. Computerized accounts receivable service and banking and credit card system services;
- xi. Postage and freight, tickets, paper and reporting forms;
- xii. Operating expenses shall also include any expenses not listed above that are approved by the City prior to expenditure. All excess expenditures shall be requested in writing by SP. SP may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply. Upon this occurrence, written notice must be given to the City.
- c. Operating Expenses shall not include:
  - i. Costs of maintenance and repair required of the City hereunder; and
  - ii. The City's costs associated with its ownership of the Premises, including building insurance, real estate taxes and assessments, and such costs and expenses as may be necessitated to comply with the Americans with Disabilities Act.

d. If the City disputes any Operating Expense, the City shall give SP written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

# 5. <u>Gross Receipts; Sales Tax; Net Profit</u>.

- a. All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by SP. "Gross Receipts" shall mean all cash earned and collected by SP for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly or monthly basis, less all refunds, discounts and allowances made by SP to its customers.
- b. SP shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by SP.
- c. "Net Profit" shall mean the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less SP's Management Fee (defined in Section 6 below) shall be paid to SP concurrently with delivery of the monthly statement required in Section 7 below.
- 6. <u>Management Fee</u>. As compensation for SP's services, the City shall pay SP a Base Fee plus an Incentive Fee as follows (collectively, the "Management Fee"):
  - a. A parking management base fee of \$1,937.50 per month, a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month, and a mobile parking application fee of \$1,500 per month, prorated for any partial month (together, the "Base Fee"). On the anniversary of the Commencement Date, the Management Fee shall automatically increase by three percent (3%); and
  - b. An incentive management fee of up to \$1,947 per month (the "Incentive Fee") according to key performance indicators, as outlined in Exhibit "C", attached hereto and incorporated herein.
- 7. Monthly Reporting.
  - a. Within fifteen (15) days after the end of each month, SP shall provide to the City a statement showing all Gross Receipts, Operating Expenses, the Management Fee and net Profit for the preceding month.
  - b. SP shall keep complete and accurate reports and records (collectively, the "Records") of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting

practices. SP shall permit the City to inspect SP's records at SP's offices during reasonable business hours.

- 8. <u>Reimbursement of Deficit</u>. If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, the City agrees to pay SP the deficit within ten (10) days after receipt of SP's monthly statement required in Section 7 above.
- 9. <u>SP's Insurance Coverages</u>. SP 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 carriers acceptable to the City.
  - a. <u>Workers' Compensation Insurance</u>: SP 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>Commercial General Liability Insurance</u>: SP 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. <u>Motor Vehicle Liability</u>: SP 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 \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. No-fault coverage having minimum required limits in accordance with state laws. 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>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of

Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

- f. <u>Proof of Insurance Coverage</u>: SP shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, 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) Certificate of insurance for the above coverages and a verification letter from SP's insurance broker will be provided to the City.
- g. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, SP shall deliver renewal certificates and/or policies to the City of Birmingham prior to the expiration date.
- h. <u>Maintaining Insurance</u>: Upon failure of SP 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 Agreement amount. In obtaining such coverage, the City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
- 10. <u>Indemnification</u>. To the fullest extent permitted by law, SP agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of the acts, omissions, negligence or breach of this Agreement by SP. Such indemnification shall not include liability for damage caused by or resulting from the negligent acts or omissions of the City, its elected or appointed officials, employees, volunteers or others working on behalf of the City, or third parties at the Premises.
- 11. Dispute Resolution. 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 48<sup>th</sup> 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 48<sup>th</sup> District Court.

## 12. Condition and Use of Premises.

- a. The City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises are and shall, at the City's expense, be kept in good condition and repair for use as a parking facility.
- b. The City warrants and covenants that it has obtained or will obtain all licenses and permits that are a prerequisite to SP's performance of its duties hereunder.
- c. The City represents and warrants that all revenue control equipment and systems provided by the City that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by the City or its contractors must be compliant with PCI DSS and FACTA.
- 13. <u>Equipment and Improvements</u>. SP shall, on behalf of the City and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "Equipment") described in Exhibit "D" which is attached hereto and is incorporated herein by reference. SP shall be responsible for maintenance and repair of the Equipment (The "Equipment Costs"); provided, however, that any Equipment Costs incurred by SP shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by SP and the City shall not own the Equipment at any time.
- 14. <u>Intellectual Property</u>. SP hereby grants to the City, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use SP's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "Intellectual Property"), to the extent related to SP's administration, management and operation of the Premises. Upon termination of this

Agreement for any reason, SP shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and the City shall refrain from all further use of the Intellectual Property.

- 15. <u>The City's Obligations</u>. The City, at its expense, shall be responsible for the following:
  - a. Except for the custodial duties expressly delegated to SP herein, all repair and maintenance of the premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems, paving painting, striping directional signs, fencing, parking booths, landscaping, windows and doors, plate glass, driveways, sidewalks and curbs (including curb cuts), elevators, man lifts and escalators, sealing and waterproofing, electrical or mechanical systems or equipment including traffic control devices used at or in the premises, and all structural repairs.
  - b. Alterations, improvements or repairs that the City deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities.
  - c. All installation, removal, replacement or modification of signage at the premises as may be required by law or desired by the City in order to adhere to the Manual on Uniform Traffic Control Devices (the "MUTCD") or similar standards.
  - d. Safety and/or security personnel and equipment. The City expressly acknowledges that SP does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor does City's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. The City shall determine, at the City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the premises.
- 16. <u>Licenses and Permits</u>. SP shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over SP's operations at the premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by SP shall be deemed an operating expense.
- 17. <u>Laws and Ordinances</u>. SP shall not use all or any part of the premises for any use or purpose which is (i) forbidden by, or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.
- 18. <u>Relationship to the Parties</u>. This Agreement shall not be construed or considered to be a partnership, joint venture, or any other type of joint business venture. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement. SP shall not act as an agent or

representative of the City, superficially or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

- 19. <u>Force Majeure</u>. Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to SP if it suspends operations for any such cause or event for the period of suspension.
- 20. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 21. <u>Approvals</u>. Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.
- 22. <u>Waivers</u>. No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.
- 23. <u>Severability</u>. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

## 24. TERMINATION.

- (a) <u>Breach</u>. Either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such nonmonetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days.
- (b) <u>Termination of Disqualifying Interest</u>. 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 SP, the City shall have the right to terminate this Agreement without further liability to SP if the disqualification has not been removed within thirty (30) days after the City has given SP 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.
- (c) In addition to any termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.

- 25. <u>Notice of Potential Action</u>. If SP 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.
- 26. <u>Notices</u>. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham	SP Plus Corporation
Attn: Scott Grewe	Attn: Legal Dept.
151 Martin Street	200 East Randolph Street, Suite 7700
Birmingham, MI 48009	Chicago, IL 60601
248-530-1883	
	With copy to SP Plus Corporation, Attn: COO,
	200 East Randolph Street, Suite 7700
	Chicago, IL 60601

- 27. <u>Fair Procurement Opportunity:</u> Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.
- 28. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

The parties hereto have caused this Agreement to be executed as of the date and year above written.

# SP PLUS CORPORATION

By: \_\_\_\_

James F. Buczek Chief Operations Officer Commercial Division STATE OF MICHIGAN ) ) ss: COUNTY OF OAKLAND )

On this \_\_\_\_\_day of \_\_\_\_\_, 2021, before me personally appeared James F. Buczek Chief Operations Officer, Commercial Division, of SP Plus Corporation, who acknowledged he has the authority to sign this Agreement.

> Notary Public \_\_\_\_\_ County, Michigan Acting in \_\_\_\_\_ County, Michigan My commission expires: \_\_\_\_\_

# **CITY OF BIRMINGHAM**

Ву: \_\_\_\_\_

Pierre Boutros Its: Mayor

Ву: \_\_\_\_\_ Alexandria D. Bingham Its: City Clerk

Approved:

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

Jana L. Ecker, Assistant City Manager (Approved as to substance)

Mark A. Gerber, Director of Finance (Approved as to financial obligation) Mary M. Kucharek, City Attorney (Approved as to form)

# Exhibit "A"

Location Listing City of Birmingham, Michigan Parking Structures

1. Pierce Street Parking Structure - 333 Pierce Street, Birmingham, MI 48067

2. Park Street Parking Structure - 333 Park Street, Birmingham, MI 48067

3. North Old Woodward Parking Structure - 333 North Old Woodward, Birmingham, MI 48067

4. Chester Street Parking Structure - 180 Chester Street, Birmingham, MI 48067

5. Peabody Street Parking Structure - 222 Peabody Street, Birmingham, MI 48067

			Total Ope	Fixed Management Fee	Incentive Management Fee	Miscellaneous Expense	Remote Manag	<b>Bank Service Fees</b>	Credit Card Fees	Pass Cards	<b>Operating Cost-Vehicles</b>	Office Supplies	Professional Se	Parking Tags/Tickets	Maintenance	Utilities	Uniforms	Insurance	Operational Expenses	Total	Group Insurance	Workmens Comp Insurance	Payroll taxes	Salaries and Wages	Payroll Expenses		Lot 6 (Hangtags)	Card Fees	Transient	Monthly	Revenue		2021-2022 Budget
	Droft / / pool	Total expense	Total Operational expense	nent Fee	gement Fee	Expense	Remote Management Services	ees	St		-Vehicles		Professional Services(Accounting	ckets					oenses	Total payroll & benefits	đ	np Insurance		ages	Se	Total Revenue	(s)						get
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2021-2022 SP+ Budget.xlsx

SP+

Exhibit B

City of Birmingham

#### Exhibit "C"

#### City of Birmingham, Michigan Off-Street Parking System Key Performance indicators Possible QTR Possible YR G1 Result G2 Result G9 Result G4 Result Goal Key Performance Indicators Weight Com 66% 0% 0% Quarterly facility report delivered to City, goal of 92% or better. \$ 1,743.75 \$ 6,975.00 Seaniness 30% 92% Access control equipment problems identified and plan of action in place within 8 hours Equipment Downtime 15% <Bhours \$ 871.88 \$ 3,487.50 Continuously work on process improvements and technology upgrades. \$ 581.25 \$ 2,326.00 Technology/Coerations 10% On-going Potential Totals 66% \$ 3,186.88 \$ 12,787.60 Comments on Relations/Latis tection 50% 8% 0% 2% 0% \$ 581.25 \$ 2,325.00 \$ 871.88 \$ 3,487.50 Customer Service/Eatety Training All staff to complete quarterly and annual training 10% On-going 95% of intercom calls to be answered in less than 3 minutes Quarterly Audit to be enformed by independent auditor - to be based on SP+ Internal audit process Intercom Response Time (RMS) 95% 15% 5% \$ 290.63 \$ 1,162.50 arteny Independent Audit Quartery Potential Totals 30% \$ 1,745.75 \$ 0,975.00 Fiduolary Performance 14% 0% 0% 0% Budget variance less than \$16 for controllable line items. Controllables to be identified. Ni of AR over 60 days less than \$16 of current billing. Report to be ran the first day of the billing cycle. Provide Card Audit results monthly Provide accurate and simely monthly tinancial report 290.63 \$ 1,162.80 290.63 \$ 1,162.80 290.63 \$ 1,162.50 Budget / AR Card Audits Monthly Reporting 5% 5% 5% Monthly by 18th \$ Monthly by 18th \$ Monthly by 18th \$ Potential Totals 16% 871.88 \$ 5,487.60 4 Earnings Earnings Weight \$ 5,812.60 \$ 28,260.00 Grand Totals 100%

#### KPI - Facility Operations - Maintenance Checklist (5) (2)

#### All Locations Combined

Cleanliness		Weight	Cons	lition	Combined	Average	
	Freq."	50 points	Good	Poor	Score	Scors	
Sweeping - contration areas & custa	D	5 points	Good = 5	Poor +0	I	0	
Tresh same	D	5 points	Good = 5	Poer +0		0	
Lievator - floors, walls, glass & frames	D	5 points	Good = 5	Poor 40		0	
Steins - Boots, windows & Insrree	W	5 points	Good = 5	Poor +0	-	0	
Lobby, Office - floors & windows	D	5 points	Good + 5	Poor +0		0	
Wesh parking floors	Y	5 points	Good = 5	Poor +0		0	
Perking control equipment	0	5 points	Good = 5	Poor 40		0	
Graffti Removal	0	5 points	Good = 5	Poor +0		0	
Store montebathroome - Room, fotures & wells	D	5 points	Good = 5	Poor =0		0	
Darage office - floors, windows	M	5 pointe	Good = 5	Poor ed		0	

Totala: 0 0

Signs (Graphics)		Weight	Cont	lition	Combined	Average	
	Freq.*	25 points	Good	Poor	Score	Score	
n Pinch	0	5 points	Good = 5	Poor +0	T 1	0	
lean	D	5 points	Good = 5	Poor 40		0	
sible	D	5 points	Good = 5	Poor +0		0	
egbie	D	5 points	Good = 5	Poor +0		0	
Limitated	D	5 points	Good = 5	Poor 40		0	

Totala: 0 0

Painting		Weight	Cond	lition	Combined	Average	
	Fmq.*	10 pointa	Good	Poor	Score	Scon	
Doors & door frames	Y	2 points	Good = 2	Poer +0		0	
fandrais & Guardraia	Y	2 points	Good = 2	Poor =0		0	
*pe guarda, esposed pipes	Y	2 points	Good = 2	Poer =0		0	
Aiwin	Y	2 points	Good = 2	Poer +0		0	
Curbe	Y	2 points	Good = 2	Poor +0		0	

Totals: 0 0

Parking Equipment		Weight	Cond	ition	Combined	Average
	Freq."	10 points	Good	Poor	Boors	Scone
Check for proper operation	D	5 Pointe	Good = 5	Poor 40	1	0
Gate Arms and Padding	D	5 Points	Good + 5	Poor 40		0

Totala: 0 0

Electrical System	Wwight		Condition		Combined	Average
	Freq." 5 points	\$ points	Good	Poor	Scote	Scon
Theok light fixtures (clean & bright)	D	3 Points	Good = 3	Poor +0	Г	0
Ext lights (dean & bright)	0	1 Points	Good = 1	Poor +0		0
Linemency lights	M	1 Pointe	Good = 1	Poor +0	**************************************	0

AVERAGE TOTAL BCORE

D - Daily Task W-Wenidy Task M-Monthly Y-Yearty

1

# Exhibit "D"

# (Description of the Equipment)

- 1. Hot water power washer
- 2. Trailer
- 3. Full size pickup truck

.



# **MEMORANDUM**

**Planning Department** 

DATE:	September 8 <sup>th</sup> , 2021
то:	Thomas Markus, City Manager
FROM:	Brooks Cowan, City Planner
APPROVED:	Jana Ecker, Planning Director
SUBJECT:	Art on Loan Application for "Steel Horse" by Barry Harrison

# INTRODUCTION:

Local artist Barry Harrison has applied to loan the sculpture "Steel Horse" to the City of Birmingham as a part of the Public Arts Board's 2021 Call For Entry. The sculpture consists of an abstract horse sculpture welded in cor-ten steel and has dimensions of 8' high, 11' in length, and 2' feet wide.

# BACKGROUND:

The artist's statement about the work is included in the application. Inspiration from the artist's work comes from growing up in Kentucky and then moving to Detroit to work as a technical illustrator for the automotive industry. According to the artist:

The discipline of industrial design in the automotive industry honed the skill and exposed a farm boy to the arts of metal fabrication and complex model building. Collectively, these experiences have enhanced and influenced my artistic creations in abstract sculpture, painting, and decorative arts.

The Public Arts Board discussed this sculpture on May 19<sup>th</sup>, 2021. They felt that Poppleton Park could be a good location for this piece and requested more detailed photos and information of how it could be placed on the existing sculpture pad.

On June 21<sup>st</sup>, 2021, the Public Arts Board reviewed more detailed photos of the sculpture and a diagram of the leg dimension upon which it stands. Three horse legs touch the ground at a maximum length of 66 inches, thus, the board determined that the 6 foot pad will be sufficient.

The Public Arts Board approved a recommendation for the sculpture loan of "Steel Horse" by Barry Harrison to be placed at the Poppleton Park location as indicated in the Call-For-Entry. Loan agreement terms for the Call-For-Entry are for a minimum of 3 years, and this sculpture is the 3<sup>rd</sup> recommendation of 5 potential sites included in the Call-For-Entry.

On July 13<sup>th</sup>, 2021, the Parks and Recreation Board reviewed the proposed location. The Board requested that the sculpture name and the direction the horse would face should

1

be determined by the artist before going to City Commission. The Board supported the proposed location for the art-on-loan.

The artist has since determined that the head will face Madison Ave in a diagonal manner. A diagram of installation dimensions has been provided illustrating where the rear legs and front leg will be installed.

# LEGAL REVIEW:

The City Attorney has reviewed and approved the art-on-loan agreement contract and the insurance coverage for the City, the Cultural Council, and the artist's additional insurance for the sculpture.

## FISCAL IMPACT:

The City Commission approved the Public Arts Board's Call for Entry in December 2020 which included a \$2,000 stipend for up to five approved works of art. This is the third request for approval of the Call for Entry. The Steel Horse application is a loan, therefore as detailed in the Call for Entry, \$1,000 is paid upon installation, and another \$1,000 is paid upon the expiration of the 3-year term.

## PUBLIC NOTIFICATION:

Although not required, a public notice sign was placed beside the proposed location. In addition, a public survey was posted on engage Engage Birmingham, the results of which are attached for your review.

## SUMMARY:

The Planning Division recommends that the City Commission accept the art-on-loan for "Steel Horse" by Barry Harrison as a part of the Public Arts Board's Call for Entry and that the sculpture be installed at the base pad located at Madison Avenue and Woodward Avenue for a minimum term of 3-years.

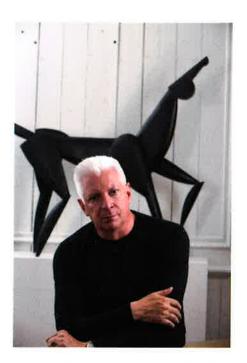
## ATTACHMENTS:

- Artist Statement
- Application
- City Installation & Maintenance Agreement
- Artist proof of sculpture insurance
- Cultural Council Insurance Policy
- Sculpture Photos
- Call For Entry
- Engage Birmingham results
- Public Arts Board Minutes
- Parks and Recreation Board Minutes

## SUGGESTED COMMISSION ACTION:

To make a motion to adopt a Resolution approving the installation application of "Steel Horse" in Poppleton Park at Madison Ave and Woodward Ave under the City's Call-For-Entry program and to approve the payment of a \$2,000 stipend; \$1,000 is to be paid upon installation of the sculpture and an additional \$1,000 to be paid out at the end of the 3-year term, to be charged to the Public Arts Board account #101-299-000-811-0000.

# Barry Harrison Artist Statement



I grew up on a farm in Berea, Kentucky, where we made almost everything we needed—clothing, quilts, soap, kitchen utensils—and my parents encouraged and valued craftsmanship. I even got a rare pass on my chores by volunteering to paint the murals for our Baptist church. I moved to Detroit as a young man and started a career as a technical illustrator for the automotive industry, where I further developed my drawing skills. Later, I started Art | Harrison Interiors, an interior design and furniture manufacturing business with Arturo Sanchez, which gave me access to the materials and tools needed to explore making largescale sculpture and paintings.

I'm not the first person with roots in both the Bluegrass region of Kentucky and the Motor City. For me, the journey guided an artistic vision that blends craftsmanship and utilitarian design with an artistic drive to create beautiful objects out of practical materials. Craftsmen and women from Appalachia, working with storied companies like The Churchill Weavers or Bybee Pottery, encouraged me at an early age to create and be curious about form and function. The discipline of industrial design in the automotive industry honed the skill and exposed a farm boy to the arts of metal fabrication and complex model building. Collectively, these experiences have enhanced and influenced my artistic creations in abstract sculpture, painting, and decorative arts.

My sculptural pieces can be displayed indoors (wood, steel, vellum) or outdoors (steel) and I am available for consultation to provide the best placement, installation and environmental experience.

BarryHarrisonArtist.com





Cultural Council of Birmingham Bloomfield P.O. Box 465 Birmingham, MI. 48012

# APPLICATION FOR ART IN PUBLIC SPACES

BARRY HARRISDN APPLICANT NAME	· · · · · · · · · · · · · · · · · · ·
248)549 · 1003 DAYTIME PHONE	barryharrisonartist@gmail.com EMAIL
N/A DONOR, OWNER, OR AGENT (DEALE	R)
BARRY HARRISDN ARTIST (first and last) or PROJECT NAM	
STANDING HORSES	
10/30/2020 DATE OF ARTWORK	COR-TENI STEEL MEDIUM/TECHNIQUE
PROPOSED DONATION	LOAN
ABSTRACT HDRSE SI	CULPTURE WELDED IN CORTEN
STEEL	Mart
96" (8') 24" (2') HEIGHT x WIDTH	x LENGTH/DEPTH WEIGHT
METAL OBJECT TYPE(S)/MATERIAL	(i.e., metal, glass, stone, etc.)
	WITHSTAND EXTREME WEATHER (i.e., wind, and dead loads)
NONE INSCRIPTION/FOUNDRY MARKS	(if multiple, please include edition number)
SAUGATUCK, MI PRESENT LOCATION OF ARTWORK (V	where is the work of art?)
EXCELLENT - NEW CONDITION	
MAINTENANCE REQUIRED	(long term care/annual)
\$14,400	
	APPRAISED OWNER'S STATED VALUE

# WOOD PILINGS OR CONCRETE SLAB FOOTING/FOUNDATION REQUIREMENTS

NARRATIVE/RATIONALE FOR GIFT/LOAN/TEMPORARY INSTALLATION

LLIVE IN BIRMINGHAM: THIS IS MY LOCAL TOWN

AND I WANT TO LEAVE MY MARK

<u>// \_30-21</u> DATE

\*\*\*Submit application together with prints or digital images of artwork, foundation plans, completed Outdoor Sculpture Agreement (if temporary sculpture), and a vitae or resume of the artist to:

> City of Birmingham Attn: City Clerk - c/o Public Arts Board 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

PAB Action (Office use only)

Date Received:

Presented for Public Arts Board discussion:

Board Action:	Recommended for approval	□ Not recommended for approval
Insurance:  □ Pre	ovided by CCBB 🛛 Provided	by City 🗆 Other
Recommendatio	on(s)/Action Taken	

Routing and dates approved (Office use only):

I IN		N
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Y N

 $\Box$   $\Box$  Planning\_\_\_\_\_

- Engineering
- □ □ Public Safety (Police/Fire)\_\_\_\_\_
- □ □ Parks and Recreation\_\_\_\_\_
- □ Approved by CCBB
- Approved by City Commission \_\_\_\_\_

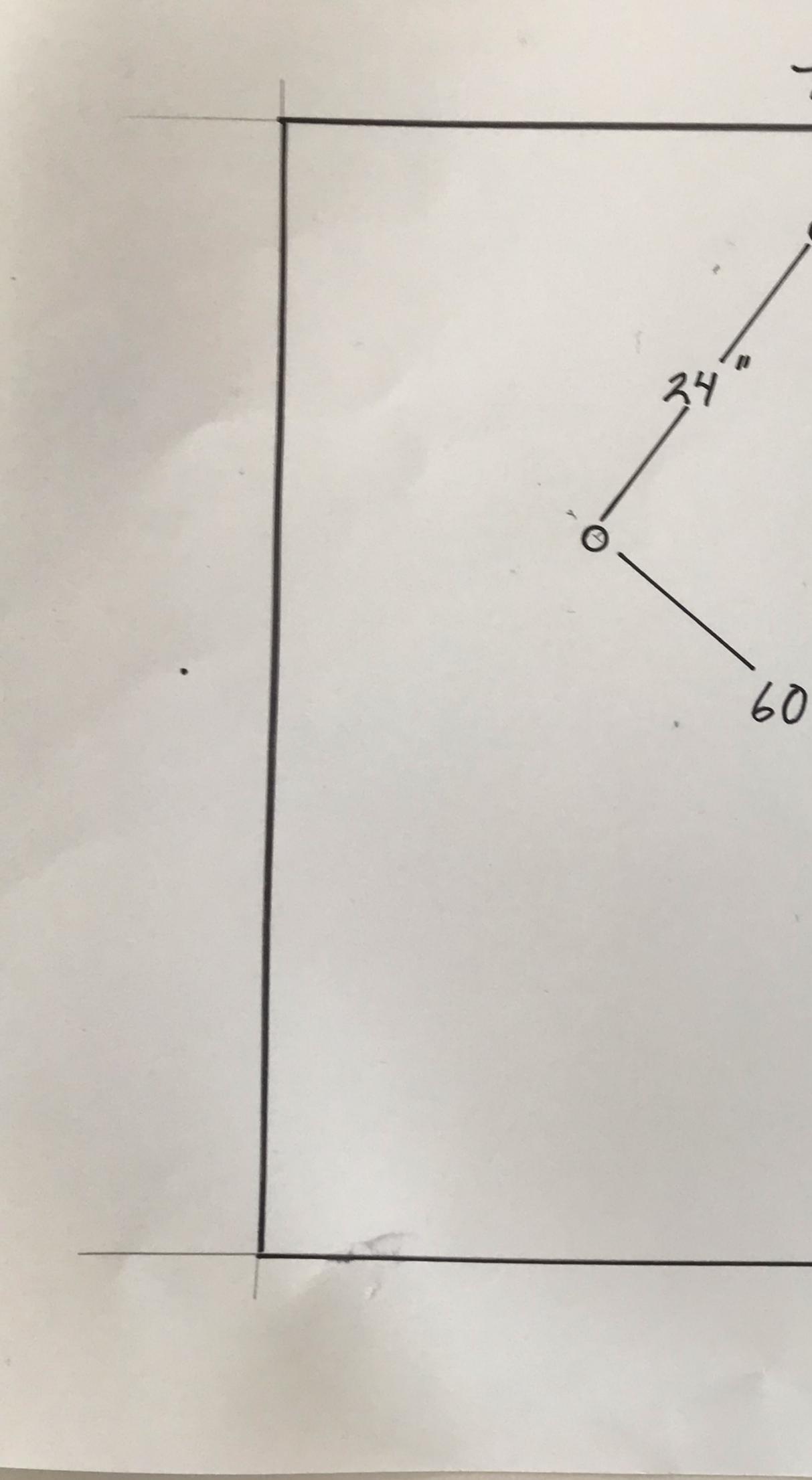
Building

□ □ Other\_\_\_\_\_

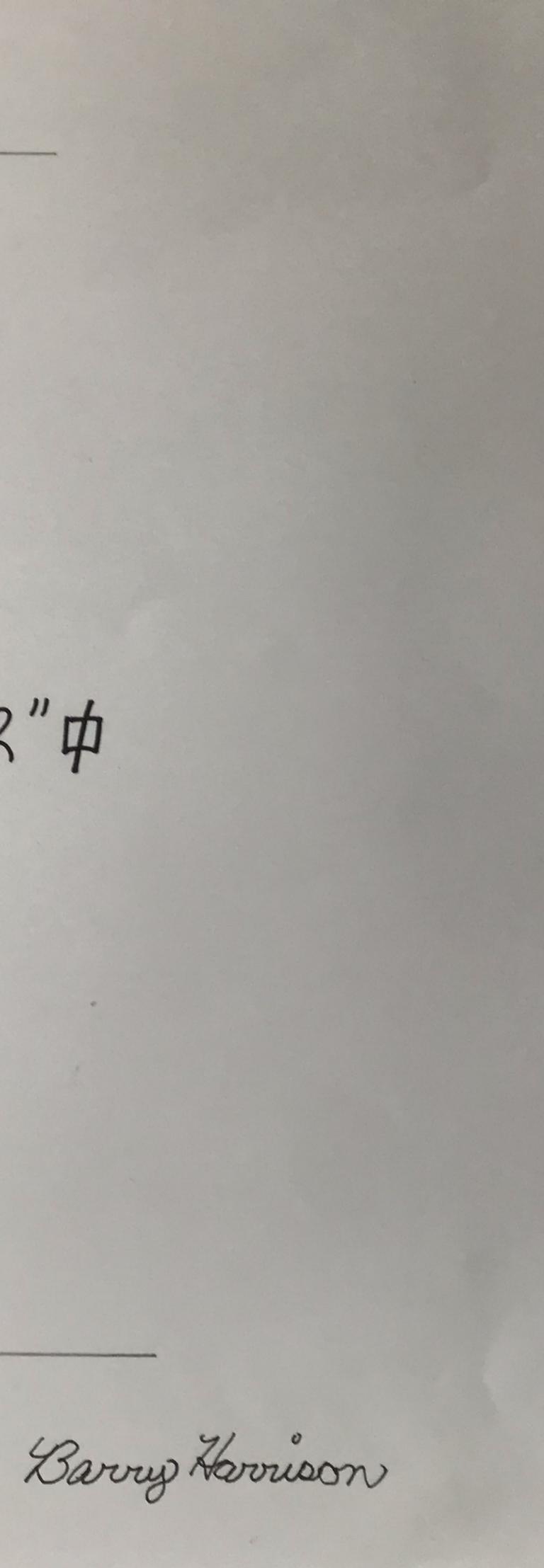
□ □ Other

Site Location

(If artwork is to be permanently donated, the City of Birmingham has the right to relocate and /or remove the artwork from public display. If permanently donated, the City of Birmingham may provide the required insurance. If artwork is to be on temporary loan, the CCBB may provide required insurance.)



72 " 位 Q 66" 72"中 11  $\boldsymbol{\oslash}$ 





Brooks Cowan <bcowan@bhamgov.org>

# **Cor-ten Steel Horse**

**Barry Harrison** <br/>barryharrisonartist@gmail.com> To: Brooks Cowan <br/>bcowan@bhamgov.org> Tue, Jun 22, 2021 at 12:40 PM

Hello,

I drilled a 3 to 4 inch hole in the concrete and I Apoxsee a number 10 lag bolt in and then the horses is mounted and then I put a nut with the washer onto that lag bolt in that secures.it only stands on three points so that's the way I've secured them in the past sometimes on wood most of the time on concrete I think that's the way it would work the best. Please let me know if there is anything else you need. Barry Harrison

Sent from my iPhone

> On Jun 21, 2021, at 12:28 PM, Brooks Cowan <bcowan@bhamgov.org> wrote:

> >

[Quoted text hidden]

#### ART WORK ON LOAN

## INSTALLATION AND MAINTENANCE AGREEMENT

This Art Work on Loan Installation and Maintenance Agreement (the "Agreement") is entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by and between the CITY OF BIRMINGHAM, a Michigan municipal corporation (the "City"), whose address is 151 Martin Street, Birmingham, Michigan, 48009, and Curry Humsen ("Owner"), whose address is <u>441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>5441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>5441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>5441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>5441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>5441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>5441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>5441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Curry</u> Humsen ("Owner"), whose address is <u>5441 Benergile</u>, <u>Birmingham</u>, <u>Michigan</u>, <u>48009</u>, and <u>Birmingham</u>, <u>Michigan</u>, <u>Michigan</u>, <u>48009</u>, and <u>5600</u>, <u>5600</u>, <u>5600</u>, <u>5600</u>, <u>5600</u>, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600, 5600

#### <u>Recitals</u>

48009

Owner is the owner of the Art Work known as the <u>Steel Hoose</u>. Owner desires to loan, install, and maintain the Art Work as photographed in Exhibit A (the "Art Work"), at location <u>attached on Exhibit B</u>, hereto (the "Location"). The City has agreed to permit Owner to loan, install, and maintain the Art Work at the Location, subject to the terms and conditions set forth in this Agreement.

Accordingly, the parties agree as follows:

#### Agreement

- Installation of Art Work. Owner shall, at their sole expense, loan and install the Art Work at the Location and restore the Location to its full condition prior to installation. The Owner guarantees the City Location will not be altered, changed, or damaged, as a result of the loaned Art Work. The Art Work is valued at \$20,000, as appraised on Exhibit C.
- <u>Maintenance and Conservation of Art Work</u>. Owner shall be solely responsible for all maintenance and conservation of the Art Work, at their full expense, for the entire duration of the loan. In the event the Art Work is damaged, Owner shall, at their sole expense, promptly repair the Art Work, or remove the Art Work pursuant to Section 5 below.
- 3. <u>Ownership of the Art Work</u>. Owner shall retain full ownership and responsibility of the Art Work and Owner may, in accordance with the terms and conditions of this Agreement, remove the Art Work from the Location at any time, for any reason consistent with Section 5.
- 4. <u>Release.</u> In consideration of the City's display of the Art Work on public property, Owner hereby grants to the City of Birmingham, its officers and employees, the right to photograph the Art Work and the further right to use photographic images of the Art Work in promotional material prepared by or for the City of Birmingham, including any commercial or noncommercial promotional materials. Owner waives any rights to any payments from the sale of any City promotional materials that feature the Art Work, reimbursements of any kind for any gains to the City because of promotional materials, or any gains to the City as a result of the loaned Art Work.

- 5. <u>Removal of Art Work</u>. In the event the Art Work is removed from the Location, for any reason, Owner shall, at its sole expense, restore the area to its prior condition or consistent with the current environment at the time of removal, as requested by the City. The Owner guarantees the City Location will not be altered, changed, or damaged, as a result of the loaned Art Work.
- 6. <u>Binding on Successors and Assigns</u>. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Owner. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.
- 7. <u>No Waiver</u>. No waiver of any covenant or condition contained in this Agreement, or of any breach of any such covenant or condition, shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.
- 8. <u>Insurance</u>. Art Work loaned to the City shall be insured by the Cultural Council of Birmingham Bloomfield through their service agreement with the City, which includes the City of Birmingham as an additional insured (Exhibit D) to insure the Art Work.

The Owner shall also obtain and provide a copy of their personal insurance for any third party claims made against the artist or the City. The City shall be named as an "additional insured." This insurance is for any and all demands, suits or loss, by reason of personal injury, including bodily injuryand death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Art Work and/or Agreement, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against the City, its elected and appointed officials, employees, volunteers or others on behalf of City.

9. Indemnification. Owner and any entity or person for whom Owner is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, including City's elected and appointed officials, employees and volunteers and others working on behalf of City, against any and all claims, demands, suits or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be

construed as liability for damage caused by or resulting from the sole act or omission of City, its elected or appointed officials, employees, volunteers or others working on behalf of City.

- 10. Arbitration. 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 48<sup>th</sup> 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. 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 48<sup>th</sup> District Court.
- 11. <u>Interpretation</u>. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. Owner agrees that it shall adhere to all federal, state and local laws currently in effect or as subsequently amended or enacted.
- 12. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties hereto with respect to the installation and maintenance of the Art Work described above, and this Agreement may not be amended or modified, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors or assigns.
- 13. <u>Term.</u> This Agreement shall be for a period of 3 years and commence upon the installation of the Art Work.
- 14. <u>Termination of Agreement</u>. This Agreement shall automatically terminate at the expiration of the 3 year term provided in Section 12, or upon the removal of the Art Work from the Location in compliance with Section 5 of this Agreement.
- 15. <u>Renewal Option</u>. Parties shall have the option to renew this Agreement for an additional 1 year term.

IN WITNESS WHEREOF, the parties hereto have their hands and seals the day and year first

above written.

**OWNER:** 

By: Bam / Its: On

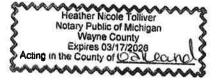
STATE OF MICHIGAN ) ) ss: COUNTY OF OAKLAND )

On this the day of Sectomber, 2021, before me personally appeared Barry John Borry John Borry John Month authority on behalf of City of Burn Report

Hagher Mide

Notary Public County, Michigan Acting in Coultan County, Michigan

My commission expires: 3/17/20210



### **CITY OF BIRMINGHAM:**

By:

Pierre Boutros, Mayor

By:\_\_

Alexandria D. Bingham, City Clerk

**APPROVED:** 

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

Mary M. Kucharek, City Attorney (Approved as to form) Jana L. Ecker, Assistant City Manager (Approved as to substance)

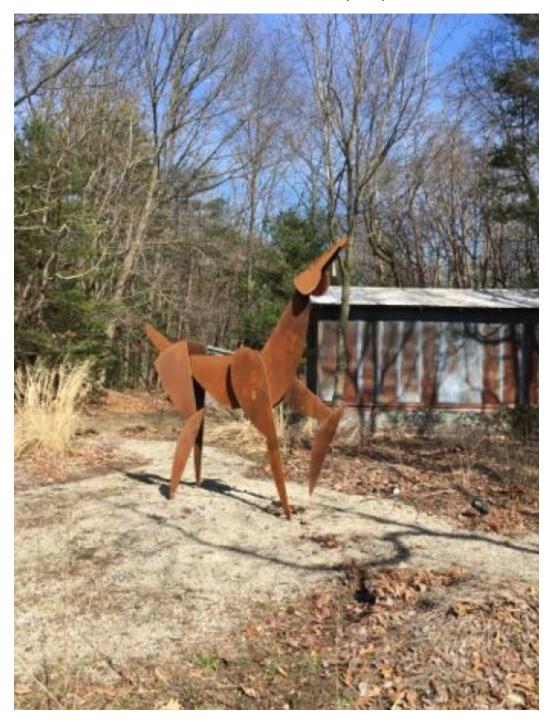


Exhibit A: The Art Work – Steel Horse by Barry Harrison

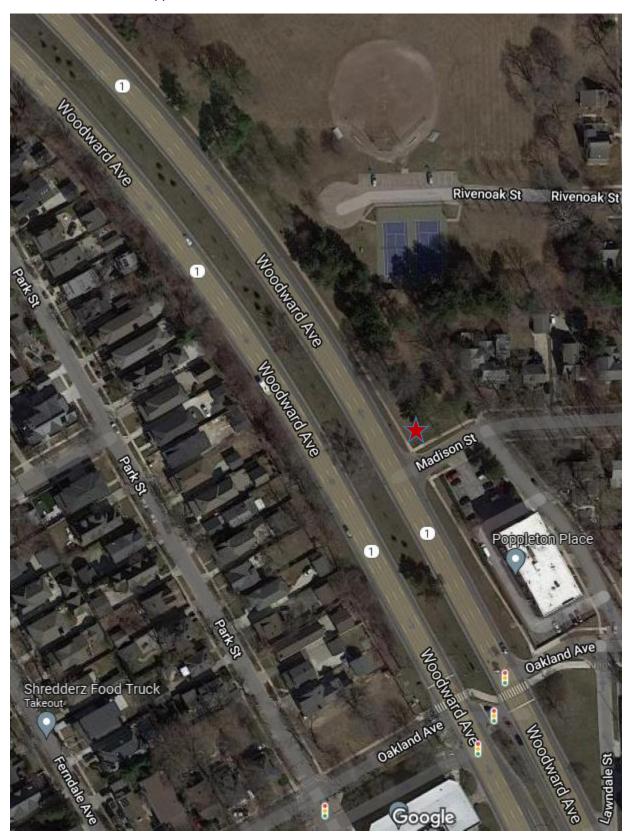


Exhibit B: Location of Poppleton Park at corner of Woodward Avenue and Madision Avenue

### **Exhibit C: Appraisal**



### **ROAN & BLACK Contemporary Gallery**

### Appraisal for "Steel Horse"

### August 16, 2021

- Created by Artist: Barry Harrison
- Animated Steel Horse out of Corten-Steel
- Dimensions: 8'H x 11' L x 23" W
- Stands on three points
- Pass sales of Steel Horse:
- 2019 Private Residence in Franklin Tennessee: \$14,700.00
- 2021 Roan & Black Inc.: Undisclosed Amount
- Current Value at: \$20,000.00

Auto-Owners

INSUR, 6101 A	ANCE COMPANY NACAPRI BLVD., LANSI	NG, MI 48917-3999			PER	SONAL ARTICLES D	00 15 2021
AGENCY	MICHIGAN COMMUNIT 11-0818-00		(INC (248) 679-70	000	E	Endorsement Effective	
INSURED	BARRY R HARRISON				POLICY N		41-550-096-02
					Company	Use	04-89-MI-1707
ADDRESS	441 BENNAVILLE AVE				Company Bill	POLICY TE 12:01 a.m.	ERM 12:01 a.m.
This polic	BIRMINGHAM MI 4800	9-1705				to to	
Declaratio	y is amended in consideratic ons bearing the same policy	number and premium terr	rn premium show n.	n below. This	Declarations voids	and replaces all previou	sly issued
TOTA	L PERSONAL ARTICLE	S PREMIUM				TERM	
	L PERSONAL ARTICLE	S PREMIUM	(THIS IS NO	Γ A BILL)		\$7.97	\$7.67
LOCATI	ON DESCRIPTION	S PREMIUM	(THIS IS NO	T A BILL)			<b>\$7.67</b> Additional
LOCATI 441 Ben Birmingh	ON DESCRIPTION naville Ave nam, MI 48009-1705	S PREMIUM	(THIS IS NO	T A BILL)			
LOCATI 441 Ben Birmingh	ON DESCRIPTION naville Ave	SPREMIUM	(THIS IS NO	T A BILL)			
LOCATI 441 Ben Birmingh FINE AR <u>ITEN</u> 000 Form	ON DESCRIPTION naville Ave am, MI 48009-1705 TS CLASS	RIPTION JLPTURE 8X11	(THIS IS NO RATING FACTOR	<u>DED</u> None	<u>LIMITS</u> \$20,000		

	Fine Arts Class Total	\$20,000	\$7.97	\$7.67
TOTAL PERSONAL ARTICLES PREMIUM			TERM	
	(THIS IS NOT A BILL)		\$7.97	\$7.67 Additional

Paid In Full Discount Applies Advanced Quote Discount Applies



INSURANCE COMPANY TA 6101 ANACAPRI BLVD., LANSING, MI 48917-3999				TAILORED PRO	DTECTION POLIC	CY DECL	ARATIONS
AGENCY	TFC O'CONNELL AGEN	•			Renewal Effe	ective	07-15-2021
	11-0775-00	MKT TERR 004	248-848-1900	POLICY I	NUMBER 9	04611-0	4108614-21
INSURED	CULTURAL COUNCIL C BIRMINGHAM/BLOOMF			Company	Use	04-	-46-MI-9007
ADDRESS	929 S ETON ST			Company Bill	12:01 a.m.		)1 a.m.
	BIRMINGHAM MI 4800	9-7080			07-15-2021	to 07-1	15-2022

Page 1

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

### **COMMON POLICY INFORMATION**

Business Description: Community Assoc

Entity: Non Profit

Program: Service

### Discount Applies For Affiliation With: Birmingham/Bloomfield Chamber Of Commerce

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S): COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL INLAND MARINE COVERAGE	PREMIUM \$470.00 \$3,880.00
TOTAL	\$4,350.00
PAID IN FULL DISCOUNT	\$430.00
TOTAL POLICY PREMIUM IF PAID IN FULL	\$3,920.00
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT. The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.	

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable): IL0017 (11-85) 55000 (07-12) 55056 (07-87) 59390 (11-20)

A merit rating plan factor of 0.90 applies.

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.

55039 (11-87)

### INSURED CULTURAL COUNCIL OF

### Company **POLICY NUMBER 904611-04108614-21** Bill 04-46-MI-9007

Term 07-15-2021 to 07-15-2022

55040 (11-87)

### COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate	\$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You (Fire Damage)	\$50,000 Any One Premises
Medical Payments	\$5,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

### AUDIT TYPE: Non-Audited

### Forms that apply to this coverage:

55405	(07-08)	59350	(01-15)	CG0168	(10-92)	IL0017	(11-85)	55146	(06-04)
IL0021	(07-02)	CG2106	(05-14)	55028	(05-17)	CG2002	(11-85)	CG0001	(04-13)
55513	(05-17)	CG2109	(06-15)	55029	(05-17)	CG2196	(03-05)	IL0286	(04-17)
CG2132	(05-09)	CG2147	(12-07)	55885	(05-17)	CG2005	(04-13)	CG2026	(04-13)
59325	(12-19)	59390	(11-20)						

### LOCATION 0001 - BUILDING 0001

Ferritory: 003	County:				
CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Hired Auto & Non-Owned Liability	04001	Auto	Flat Charge		\$101.00
Clubs - Civic, Service Or Social - No Buildings Or Premises Owned Or Leased Except For Office Purposes (Not-For Profit)	41670	Prem/Op Prod/Comp Op		Each 1 3.114 .026	\$311.00 \$3.00
Additional Interests	49950				
Designated Per/Organization L					
1. City Of Birmingham		Prem/Op	Flat Charge		\$25.00
		Prod/Comp Op	Flat Charge		\$25.00
COMMERCIAL GENERAL LIABILITY COVERAGE - LOG		001 SUMMARY			PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390			\$5.00		
			LOCATION 0	001	\$470.00

Term 07-15-2021 to 07-15-2022

INSURED CULTURAL COUNCIL OF

### 16198 (07-87)

### **COMMERCIAL INLAND MARINE COVERAGE**

Page 3

### **COVERAGES PROVIDED**

Insurance applies to covered property for which a limit of insurance is shown.

### Forms that apply to Inland Marine:

16079	(04-16)	16381	(07-08)	59350	(01-15)	16080	(07-13)	16639	(05-17)
16848	(03-19)	59325	(12-19)	16859	(07-19)	59390	(11-20)		

### LOCATION 0001 - BUILDING 0001

### Location: 940 E Maple Rd, Birmingham, MI 48009-6403

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
OTHER 8520 Miscellaneous Property TOTAL FOR THIS COVERAGE:		\$250	\$238,500	1.611	\$3,842.00 \$3,842.00

COMMERCIAL INLAND MARINE COVERAGE - LOCATION 0001 SUMMARY				
TERRORISM - CERTIFIED ACTS	SEE FORM: 59350, 16381, 59390		\$38.00	
		LOCATION 0001	\$3,880.00	

A single deductible applies per claim. If more than one item is involved in a claim, the single highest applicable deductible amount is used.

AGENCY TFC O'CONNELL AGENCY 11-0775-00 MKT TERR 004

INSURED CULTURAL COUNCIL OF

Company POLICY NUMBER 904611-04108614-21 Bill 04-46-MI-9007

Term 07-15-2021 to 07-15-2022

55056 (07-87)

### SUPPLEMENTAL DECLARATIONS

16079 MISCELLANEOUS PROPERTY

2. "TORSO" (OAKLAND & OLD WOODWARD)	24,000
5. "UNTITLED" BY NATHAN DIANA (OAKLAND & FERNDALE)	10,000
(TRIANGLE-OLD WOODARD & WOODWARD)	
10. ASTRANTIA 35X60	6,400
11. ECHEVERIA 64X43	7,500
12. TROLIUS 24X42	4,500
13. FERN 30X42	5,000
14. MILKWEED 30X50	5,500
15. RED VELVET ECHEVERIA 40X68	7,800
16. VERONICA 40X40	5,000
17. LINDEN 40X60	6,400
18. OPIUM POPPY 40X60	6,400
19. WINDSWEPT BY GARY KULAK (BARNUM PARK)	75,000
20. EASTERN HOPHORNBEAM, BY ROBERT LOBE	75,000

16079 (4-16)

### Auto-Owners Insurance Company COINSURANCE CONTRACT

### MISCELLANEOUS PROPERTY FLOATER

COVERAGE

PROPERTY COVERED

We cover the property described which is:

- 1. owned by you; or
- 2. owned by others in your care, custody or control.

Description of	Amount of
Property	Insurance
SEE SUPPLEMENTAL DECLARATIONS	\$\$238,500 \$ \$ \$

### DEDUCTIBLE

From the amount of each adjusted claim, we will deduct the amount stated below or in the Declarations:

Amount of Deductible \$ 250

The deductible shall not apply to loss or damage from these perils: fire; lightning; explosion; windstorm; cyclone; tornado or hail; riot, riot attending a strike or civil commotion; aircraft; smoke; earthquake; collapse of bridges or culverts; collision, derailment or overturn of the vehicle on which the property insured is being transported; stranding, sinking, burning or collision of water vessels.

PERILS WE INSURE AGAINST

We cover risk of direct physical loss or damage, not excluded in this form, to the property covered.

### EXCLUSIONS

We do not cover under this form loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

- 1. Seizure or destruction of property by order of governmental authority. But we will pay for such acts of destruction taken at the time of a fire to prevent its spread if the fire would be covered under this form.
- 2. Nuclear action meaning nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.
- 3. War (declared or undeclared), civil war, insurrection, rebellion or revolution.

- 4. Wear and tear; inherent vice; hidden or latent defect; gradual deterioration; mechanical breakdown; insects, vermin, rodents; depreciation; or by processing or any work on the property. We will cover direct loss from fire or explosion which is caused by any of these.
- 5. Corrosion, rusting, dampness of atmosphere, or extremes of temperature.
- 6. Misappropriation, secretion, conversion, infidelity or any dishonest act by you or others or the employees or agents of either to whom the covered property may be entrusted. This exclusion does not apply to carriers for hire.
- 7. Artificially generated electrical currents to electrical apparatus. We will cover loss or damage caused directly by ensuing fire or explosion.
- 8. Any process of refinishing, renovating or repairing.
- 9. Fouling or explosion of firearms.
- 10. Breakage, marring, scratching, tearing or denting, unless caused by: fire or lightning; aircraft; theft and/or attempted theft; cyclone, tornado or windstorm; earthquake; flood; explosion; malicious damage or collision, derailment or overturn of a transporting conveyance.
- 11. Theft of the money or merchandise of vending machines.

### ADDITIONAL CONDITIONS

1. Coinsurance Clause

We will pay no more than the amount of loss or damage multiplied by the ratio of the amount of insurance on the property covered to its actual cash value at the time of loss.

2. Territory

This policy applies only within the continental United States and Canada.

Auto-Owners Insurance Company

COMMERCIAL GENERAL LIABILITY CG 20 05 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ADDITIONAL INSURED - CONTROLLING INTEREST**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

### Name Of Person(s) Or Organization(s):

ST JAMES EPISCOPAL CHURCH FIRST BAPTIST CHURCH OF BIRMINGHAM FIRST CHURCH OF CHRIST SCIENTIST FIRST UNITED METHODIST CHURCH CITY OF BIRMINHGAM BALDWIN LIBRARY BIRMINGHAM HISTORICAL MUSEUM BIRMINGHAM ICE SPORTS ARENA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
  - 1. Their financial control of you; or
  - 2. Premises they own, maintain or control while you lease or occupy these premises.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on the behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 05 04 13

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Auto-Owners Insurance Company

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): CITY OF BIRMINGHAM

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not

be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 26 04 13

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Page 1 of 1







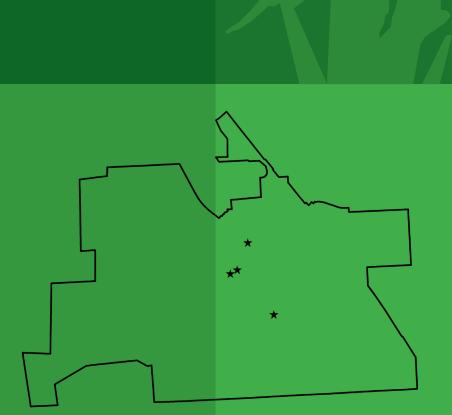








Birmingham Michigan Sculpture Call For Entry



The City of Birmingham, Michigan is seeking applications for sculpture donations and loans at four locations throughout the City.

Birmingham is able to provide a \$2,000 stipend to artists for approved art work. Art on loan has a minimum term of 3 years to be eligible for the stipend. Applications for donations and loans must be approved by June 30th, 2021.

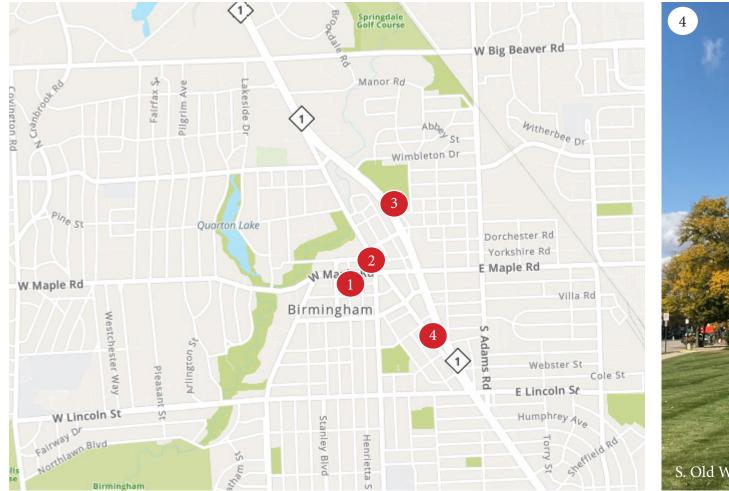
Please visit Birmingham's <u>Public Art</u> page to learn more about the City's Art in Public Spaces program and to download a sculpture donation or loan application.

You can also browse images of the City's various sculptures on Birmingham's Art in Public Spaces <u>Pinterest page</u>.

For more information, please contact:

Brooks Cowan BCowan@Bhamgov.org (248) 530-1846





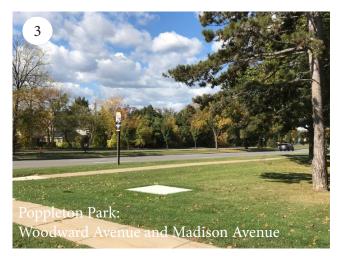


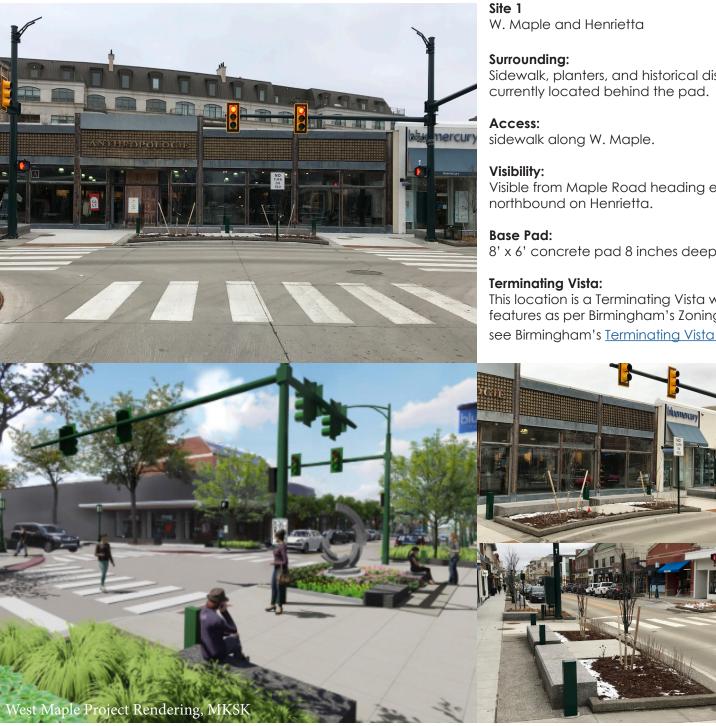


W. Maple Rd and Henrietta Street



N. Old Woodward and Hamilton Row





Sidewalk, planters, and historical district buildings. Anthropologie

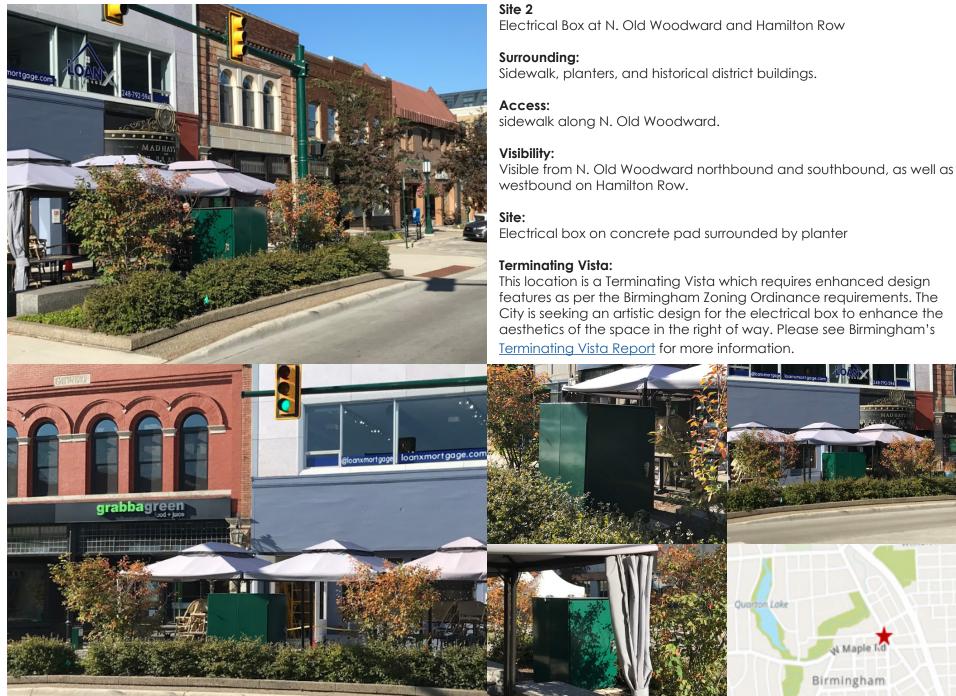
Visible from Maple Road heading east and west, as well as

8' x 6' concrete pad 8 inches deep surrounded by plantings.

This location is a Terminating Vista which requires enhanced design features as per Birmingham's Zoning Ordinance requirements. Please see Birmingham's Terminating Vista Report for more information.

A Map

Birmingham



### A Maple I Birmingham

Electrical box on concrete pad surrounded by planter

This location is a Terminating Vista which requires enhanced design features as per the Birmingham Zoning Ordinance requirements. The City is seeking an artistic design for the electrical box to enhance the aesthetics of the space in the right of way. Please see Birmingham's Terminating Vista Report for more information.



### Site 3:

Poppleton Park at the intersection of Woodward Avenue and Madison Avenue.

### Surrounding:

Poppleton Park and the Poppleton residential neighborhood.

### Access:

sidewalk along Woodward Avenue and Madison Avenue.

### Visibility:

Visible from northbound and southbound Woodward Avenue, as well as entrance and exit for Madison Avenue. Part of Poppleton Park ambiance.

### Base Pad:

6' x 6' concrete pad that is 8 inches deep.





Site 4

Greenspace at intersection of Woodward and S. Old Woodward.

### Surrounding:

555 Building to the north, Woodward Avenue to the east, S. Old Woodward to the west.

Access: sidewalk along S. Old Woodward.

### Visibility:

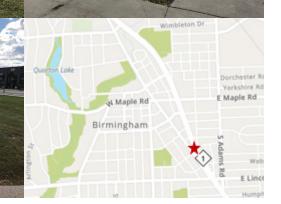
Considered a gateway to downtown Birmingham, highly visible from surrounding roads and buildings.

### Base Pad:

The greenspace does not yet have a base pad for a sculpture. The size and shape of a base pad will be based upon the size of the sculpture proposed.

### Terminating Vista:

This location is a Terminating Vista which requires enhanced design features as per the Birmingham Zoning Ordinance requirements. Please see Birmingham's <u>Terminating Vista Report</u> for more information.





### Cor-Ten Steel Horse in Poppleton Park

SURVEY RESPONSE REPORT 25 June 2021 - 07 September 2021

PROJECT NAME: Public Arts



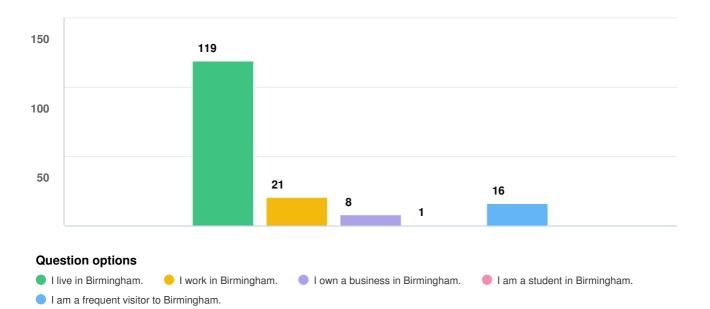


## REGISTRATION QUESTIONS

Page 1 of 17



### Q1 What best describes you? (check all that apply)

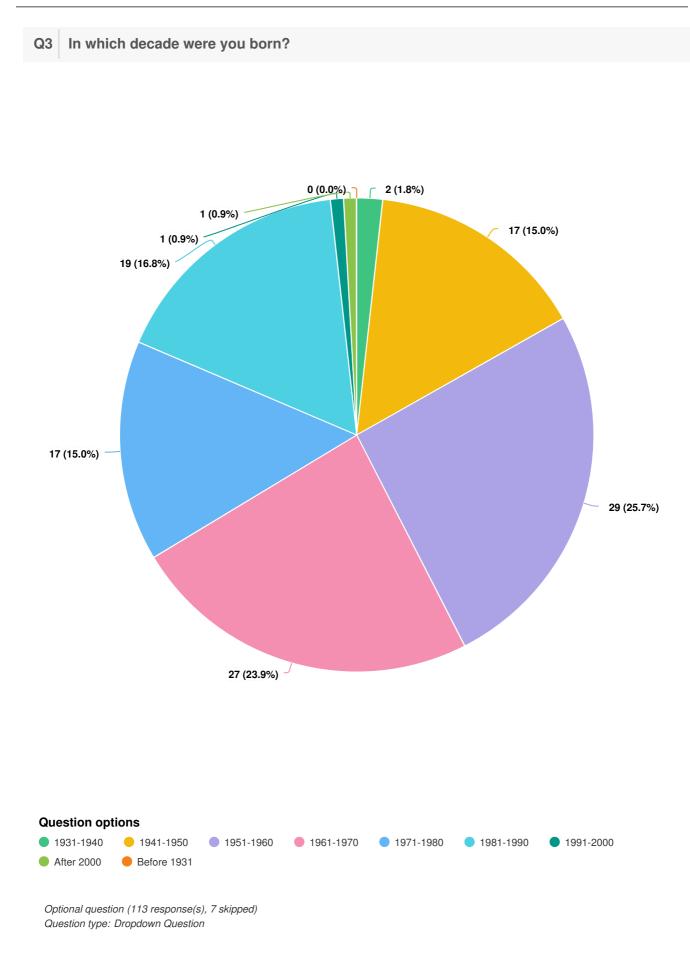


Mandatory Question (120 response(s)) Question type: Checkbox Question



### Which section of Birmingham do you live in? Q2 ר (0.9%) ר 8 (6.9%) r 6 (5.2%) 12 (10.3%) 10 (8.6%) 33 (28.4%) 18 (15.5%) 10 (8.6%) 5 (4.3%) 13 (11.2%) **Question options** 2 3 N/A 1 4 Optional question (116 response(s), 4 skipped) Question type: Dropdown Question

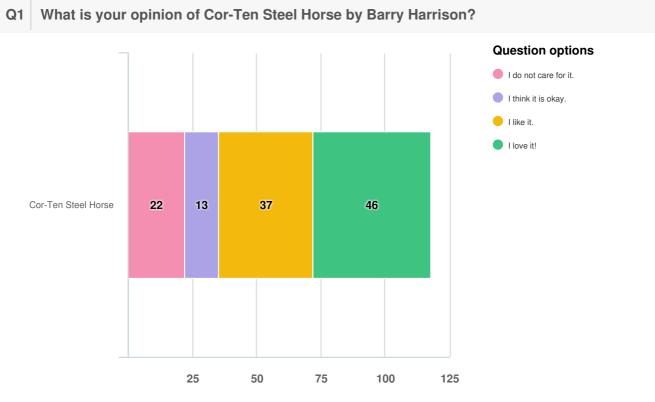






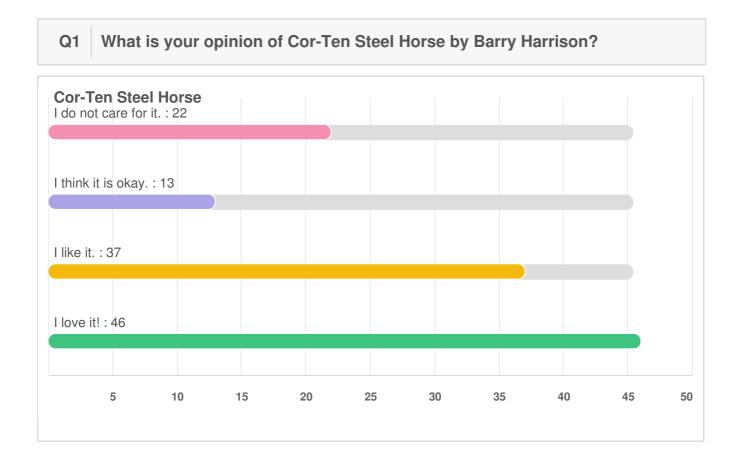
# SURVEY QUESTIONS



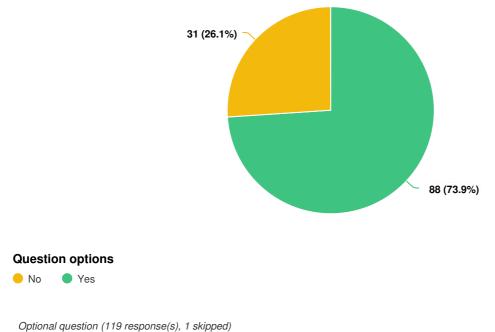


Optional question (118 response(s), 2 skipped) Question type: Likert Question





Q2 Do you think that Poppleton Park at the corner of Woodward Ave and Madison Ave is an appropriate location for Cor-Ten Steel...



Question type: Radio Button Question



# Q3 Is there another location that you think is a better fit for the sculpture?

Screen Name Redacted	Near BOH or somewhere with horse history
Screen Name Redacted 6/28/2021 04:06 PM	Seems more fitting for one of the smaller parks that have less activity
Screen Name Redacted	Another corner which would give more visibility for the neighborhood to enjoy a sculpture.
Screen Name Redacted 6/29/2021 08:23 AM	No
Screen Name Redacted	Bloomfield Open Hunt Club
Screen Name Redacted	This sculpture really isn't very good. It doesn't even look like a horse. It looks kinda like a dog.
Screen Name Redacted 6/29/2021 08:58 AM	Recycle bin
Screen Name Redacted	put it to where those that visit the park can enjoy it but not to close to the playground equipment. why should those driving up and down woodward view it.
	to the playground equipment. why should those driving up and
6/29/2021 09:00 AM Screen Name Redacted	to the playground equipment. why should those driving up and down woodward view it.
6/29/2021 09:00 AM Screen Name Redacted 6/29/2021 09:09 AM Screen Name Redacted	to the playground equipment. why should those driving up and down woodward view it. The corner of Southfield and Maple.



6/29/2021 10:08 AMok if it's not hidden in the treeScreen Name Redacted 6/29/2021 10:24 AMIn right field outside the ball of ball filed and the playground.Screen Name Redacted 6/29/2021 10:43 AMPerhaps set back from the ro speeding already occurs with need more distractions.Screen Name Redacted 6/29/2021 12:05 PMI might recommend the sculp Poppleton Park (near Playground)Screen Name Redacted 6/29/2021 12:05 PMI might recommend the sculp Poppleton Park (near Playground)Screen Name Redacted 6/29/2021 03:49 PMNature CenterScreen Name Redacted 6/29/2021 04:17 PMNoScreen Name Redacted 6/29/2021 08:19 PMNoScreen Name Redacted 6/30/2021 04:16 AMDon't KnowScreen Name Redacted 6/30/2021 11:54 AMNo - I am not a fan of this park Birmingham.		IV
6729/2021 10:08 AM       ok if it's not hidden in the tree         Screen Name Redacted       In right field outside the ball of ball filed and the playground.         Screen Name Redacted       Perhaps set back from the roge specing already occurs with need more distractions.         Screen Name Redacted       I might recommend the sculp Poppleton Park (near Playground) in the tree of speed on Woodward & Madil         Screen Name Redacted       I might recommend the sculp Poppleton Park (near Playground) in the tree of speed on Woodward & Madil         Screen Name Redacted       Nature Center         6/29/2021 03:49 PM       Screen Name Redacted         Screen Name Redacted       No         6/29/2021 04:17 PM       Screen Name Redacted         Screen Name Redacted       No         6/29/2021 04:17 PM       Don't Know         Screen Name Redacted       No- I am not a fan of this part         6/30/2021 04:16 AM       Screen Name Redacted         Screen Name Redacted       No- I am not a fan of this part         7/06/2021 11:54 AM       Birmingham.         Screen Name Redacted       No- I am not a fan of this part         7/06/2021 11:54 AM       Eirmingham.	n.	
6/29/2021 10:24 AMball filed and the playground.Screen Name Redacted 6/29/2021 10:43 AMPerhaps set back from the ro speeding already occurs with need more distractions.Screen Name Redacted 6/29/2021 12:05 PMI might recommend the sculp Poppleton Park (near Playground)Screen Name Redacted 6/29/2021 03:49 PMNature CenterScreen Name Redacted 6/29/2021 04:17 PMNoScreen Name Redacted 6/29/2021 04:17 PMNoScreen Name Redacted 6/29/2021 08:19 PMNoScreen Name Redacted 6/29/2021 04:16 AMDon't KnowScreen Name Redacted 6/20/2021 04:16 AMNo- I am not a fan of this park Birmingham.Screen Name Redacted 7/06/2021 11:54 AMNo- I am not a fan of this park Birmingham.	prominent location. I guess Madison S.	
6/29/2021 10:43 AM       speeding already occurs with need more distractions.         Screen Name Redacted       I might recommend the sculp Poppleton Park (near Playpro high rate of speed on Woodw placed on Woodward & Madie Screen Name Redacted         Screen Name Redacted       Nature Center         6/29/2021 03:49 PM       No         Screen Name Redacted       No         6/29/2021 04:17 PM       No         Screen Name Redacted       No         6/29/2021 04:17 PM       Don't Know         Screen Name Redacted       No         6/29/2021 04:17 PM       Don't Know         Screen Name Redacted       No         6/29/2021 04:19 PM       Don't Know         Screen Name Redacted       No- I am not a fan of this part         7/06/2021 11:54 AM       Birmingham.         Screen Name Redacted       No- I am not a fan of this part         7/10/2021 03:16 PM       the artist is from Kentucky with be fine there	amond fence - half way between the	
6/29/2021 12:05 PM       Poppleton Park (near Playgrownigh rate of speed on Woodward & Madie Nature Center         6/29/2021 03:49 PM       Nature Center         6/29/2021 03:49 PM       No         Screen Name Redacted       No         6/29/2021 04:17 PM       No         Screen Name Redacted       No         6/29/2021 08:19 PM       Screen Name Redacted         Screen Name Redacted       No         6/30/2021 04:16 AM       Don't Know         Screen Name Redacted       No- I am not a fan of this part         7/06/2021 11:54 AM       Birmingham.         Screen Name Redacted       the artist is from Kentucky where         6/30/2021 03:16 PM       be fine there	ad a little ways. This is an area where many pedestrians and really doesn't	
6/29/2021 03:49 PM         Screen Name Redacted       No         6/29/2021 04:17 PM       No         Screen Name Redacted       No         6/29/2021 08:19 PM       Don't Know         Screen Name Redacted       Don't Know         6/30/2021 04:16 AM       No- I am not a fan of this part         Screen Name Redacted       No- I am not a fan of this part         7/06/2021 11:54 AM       Birmingham.         Screen Name Redacted       the artist is from Kentucky when be fine there	und area). People are traveling at a ard and would drive right past if	
6/29/2021 04:17 PM         Screen Name Redacted       No         6/29/2021 08:19 PM         Screen Name Redacted       Don't Know         6/30/2021 04:16 AM         Screen Name Redacted       No- I am not a fan of this part         7/06/2021 11:54 AM       Birmingham.         Screen Name Redacted       be fine there		
6/29/2021 08:19 PM         Screen Name Redacted       Don't Know         6/30/2021 04:16 AM         Screen Name Redacted       No- I am not a fan of this part         7/06/2021 11:54 AM       Birmingham.         Screen Name Redacted       the artist is from Kentucky when the part of the p		
6/30/2021 04:16 AM         Screen Name Redacted       No- I am not a fan of this part         7/06/2021 11:54 AM       Birmingham.         Screen Name Redacted       the artist is from Kentucky where         7/13/2021 03:16 PM       be fine there		
7/06/2021 11:54 AMBirmingham.Screen Name Redactedthe artist is from Kentucky where7/13/2021 03:16 PMbe fine there		
7/13/2021 03:16 PM be fine there	cular sculpture being part of	
Screen Name Redacted No.	ere horses are everywhere. It would	
7/19/2021 11:42 AM		



### **Optional question** (23 response(s), 97 skipped) **Question type:** Single Line Question

# Q4 Please share your thoughts about Cor-Ten Steel Horse.

Screen Name Redacted	It looks fine, but in a kids park it would be better to have many different animals or a more abstract sculpture. It could be fun to have a sculpture the kids can climb on, like the old turtle at Shain Park.
Screen Name Redacted	Beautiful statue, just hope it's set back enough from Woodward
Screen Name Redacted 6/29/2021 07:48 AM	I love this piece. It will be visible and enhance the area.
Screen Name Redacted	It's a wonderful idea to add such a dynamic sculpture in a place that can be enjoyed by residents and visitors alike.
Screen Name Redacted 6/29/2021 07:58 AM	I think this piece will grow on people over time, and the woods area just off tennis courts near Madison is perfect. Thanks Birmingham. From Madison St resident.
Screen Name Redacted 6/29/2021 07:58 AM	I don't understand the significance of choosing a horse for this park. One concern is that it appears to have sharp corners. If this is chosen for Poppleton Park, will there be any type of barrier to prevent little ones from climbing on it? Have you considered a sculpture which children could climb on?
Screen Name Redacted	Love it and the background of the artist.
Screen Name Redacted	Terrific to have a local artist represented on this visible corner!
Screen Name Redacted	I think it would be an interesting addition to the park.
Screen Name Redacted	Great lover of horses. Sculpture is beautiful.



6/29/2021 08:14 AM

Screen Name Redacted	I think it will activate the space very well
Screen Name Redacted	Colossal Waste of Money!
Screen Name Redacted	Love the idea of the horse, wish it was slightly more realistic looking
Screen Name Redacted	Just wonder if it can sustain weight because kids will want to climb on it.
Screen Name Redacted	Looks fun, and if the artist built more of them it would look great as a group!
Screen Name Redacted 6/29/2021 08:31 AM	Nice sculpture for a farm or a place that has horses, not poop let on park or anywhere in Birmingham. As horses have nothing to do with the area.
Screen Name Redacted	I think is is a great sculptureI hope it gets selected.
Screen Name Redacted	I think it would be a good addition
Screen Name Redacted 6/29/2021 08:33 AM	That would be a great addition to some underutilized space.
Screen Name Redacted	This sculpture really isn't very good. It doesn't even look like a horse. It looks kinda like a dog.
Screen Name Redacted 6/29/2021 08:45 AM	Like it more than most of the other abstract or "car crash" sculptures. This and the big chair in Barnum Park are my favorites.
Screen Name Redacted	It is ugly and horses are not in Birmingham. It should either be abstract or something that relates to Birmingham. Even something



#### automotive being on Woodward.

Screen Name Redacted	Will it take up too much space or obstruct any other activities?
Screen Name Redacted	Do it! Seems fitting to finally have sculptures outside of the downtown/west side area
Screen Name Redacted	Please stop throwing money away and fix the damn roads.
Screen Name Redacted	it certainly will add interest to the park. FINALLY poppleton is getting recognition
Screen Name Redacted	A fusion of the old and new. Steel horses roar up and down Woodward now. Many of the homes in Poppleton are more than a century old; garages were originally built as stables or carriage houses for horses
Screen Name Redacted	It will be one of the better sculptures in Birmingham!
Screen Name Redacted	The theme of the sculpture fits nicely in a park setting. I appreciate our cities enthusiasm about working with artists.
Screen Name Redacted	The horse is not a relevant theme for this park. It might. E to the artist but not to those who live by and use the park today
Screen Name Redacted	I don't see it as being relevant to the city or Poppelton. For me, it has mediocre artistic appeal.
Screen Name Redacted 6/29/2021 09:40 AM	I'd like to understand the rationale for the Public Arts Board's recommendation of this piece. It's certainly not clear to me, an art lover/appreciator. Do I hate it? No, I'm just "eh" on it. But what I'd like to know is A. why a horse , b. why this artist, c. why THIS design for that location. Was is once a horse farm?
Caraan Nama Dadaatad	It's a pratty appleture that both adults and abildrap will live

Screen Name Redacted

It's a pretty sculpture that both adults and children will like



6/29/2021 09:43 AM

Screen Name Redacted	Great idea, I live in Poppleton Park and would enjoying seeing a sculpture at that location everyday. This horse though, the color makes it look rusted and therefore dilapidated which is not the image we'd like portrayed. Maybe it looks better in real life.
Screen Name Redacted	This park needs. Some art!
Screen Name Redacted	Nice that people driving by will also be able to see.
Screen Name Redacted 6/29/2021 09:54 AM	I don't like the color of the metal, the head had a slightly phallic shape. I think we can do better.
Screen Name Redacted 6/29/2021 10:00 AM	Art isn't what we need in this town., it is already lovely. We invest a lot in Birmingham with higher taxes. I think we would serve the community better to create something nice for children. We had a second home in the Chicago area (woodridge/Naperville). We could learn a lot from them. A splash pad would be nice for the children. I'm over 50 and I'm happy for my tax dollars to go to support activities for kids.
Screen Name Redacted 6/29/2021 10:08 AM	looks great
Screen Name Redacted	awesome!
Screen Name Redacted	From a practical perspective, I think it will invite vandalism from teens. From an artistic perspective, I don't see the equine connection to our local area. I'd like to see a mother and child, family, or innovator sculpture.
Screen Name Redacted	I think that is a good location, assuming the trees don't block it. I hope the owner of the house on that corner would appreciate it too.
Screen Name Redacted	I think it's a beautiful piece of art and I'd love to see it in my local park!!



Screen Name Redacted	I like the sculpture very much - as an artist myself, I am usually drawn to representational sculpture such as this, as opposed to purely abstract. Also, Poppleton used to be farmland, so an animal is fitting!
Screen Name Redacted 6/29/2021 11:07 AM	What's the meaning behind this Steel Horse? I'd rather have something that has a message of LOVE, Unity, Art should be delivering a message and not sure why we are choosing this Just my thoughts :)
Screen Name Redacted	I think the statue is beautiful
Screen Name Redacted 6/29/2021 12:18 PM	I'm surprised that the city of Birmingham can't come up with something way classier and substantial — and felt the same way about the new design adopted for city park signs: a couple years ago: who's minding the store and are we getting this without professional consulting input?
Screen Name Redacted 6/29/2021 01:07 PM	Sculpture is very nice. Artist story is very cool, too. One concern: As I understand this, the surface will be allowed to rust. There are what appear to be some sharp edges. Could some child playing on it end up with Tetanus? If that's not possible, bring it on!
Screen Name Redacted 6/29/2021 01:46 PM	I think a nicely done sign is appropriate at the location of Woodward and Madison.
Screen Name Redacted 6/29/2021 02:00 PM	I think artwork is a great addition to our parks and community. I hope the artwork has been donated or the city has a special fund whereby donations can be collected.
Screen Name Redacted 6/29/2021 02:16 PM	I thought it was odd at first, but looking at it more, makes me appreciate it more. I think it's an appropriate piece for a park.
Screen Name Redacted	This work is amazing



Screen Name Redacted 6/29/2021 03:29 PM	Love the movement of horses. They give me a feeling of freedom and power
Screen Name Redacted 6/29/2021 03:49 PM	The horse doesn't represent what the City of Birmingham is about.
Screen Name Redacted 6/29/2021 04:02 PM	Away from playground and fields- Location is perfect
Screen Name Redacted	Kinda ugly to be honest.
Screen Name Redacted 6/29/2021 05:43 PM	good choice
Screen Name Redacted 6/29/2021 06:34 PM	Graceful and a good size. I like the rusted finish!
Screen Name Redacted 6/29/2021 08:19 PM	I think we have all seen enough modern art throughout our community. I feel Art Deco is more representative of America, Michigan, and Birmingham than another obscure statue which does not inspire feeling in passers-by.
Screen Name Redacted 6/30/2021 03:14 AM	Public art sparks imagination and makes spaces more memorable. This seems like an appropriate and engaging park sculpture.
Screen Name Redacted	How does a horse fit with Birmingham area?
Screen Name Redacted 6/30/2021 05:58 AM	The size is proportionate to the woods
Screen Name Redacted	I like the fact it is made from Scrap Steel.
Screen Name Redacted 6/30/2021 07:59 AM	I like to see more art in public places. this is a good idea which I support 100%.
Screen Name Redacted	Love it.



6/30/2021 10:04 AM

Screen Name Redacted 6/30/2021 10:18 AM	I'm a little indifferent to this. In some ways the idea off a horse on the old Saginaw Trail seems fitting but I'm not sure the location is best. It appears a little out of context and might be distracting there since that is a high speed area of Woodward.
Screen Name Redacted 6/30/2021 02:52 PM	It will be a beautiful and stunning addition to the park.
Screen Name Redacted 7/01/2021 12:44 PM	I think it is a very appealing sculpture that most people will enjoy and want to show to others. My only concern is that children (of various ages) will likely want to touch it and climb on it and adults will want take pictures of their kids on it. Would the design allow for that kind of access?
Screen Name Redacted 7/06/2021 11:54 AM	In my opinion- and I am an artist- this piece does not reflect what Birmingham is about. This piece is more decorative than art. It's idealized, unchallenging, unoriginal, cliche' and safe. It looks mass- produced- a larger version of a gift item one would find in a decor' shop. It should be titled, "Beating a Dead Horse", because there is no life, no spark, no inventiveness. And that, to me, is not what Birmingham is about.
Screen Name Redacted 7/06/2021 12:49 PM	The sculpture seems to be a good fit for the proposed area on Woodward. Mr. Harrison's background in Automotive Design is relevant and brings context to the sculpture and location since Woodward Ave. is a key road in our region's automotive identity. The horse can be seen as a symbol of the power and vitality that the automotive industry brings to our area, and even the power of vehicles themselves. Installing the sculpture would be a nice testament to all the people that live in our city (including Mr. Harrison) whose skills and talents led them to careers in the automotive industry.
Screen Name Redacted 7/13/2021 01:26 PM	I think the sculpture looks best in a wooded setting. I hope it will be tucked into the trees on the corner.
Screen Name Redacted 7/13/2021 01:36 PM	no Marshall Fredericks (which I love)tired of "junk" sculpture much prefer more realistic family sculptures found in other cities such as Holland Michigan



Screen Name Redacted 7/13/2021 02:40 PM	Make it face north, with the flow of traffic.
Screen Name Redacted 7/13/2021 02:41 PM	I am a supporter of art in all of our parks. This piece seems particularly "park appropriate", and I like the visibility that the placement near Woodward allows.
Screen Name Redacted 7/13/2021 03:16 PM	The sculpture doesn't belong at Poppleton Park. We don't board nor ride horses there.
Screen Name Redacted 7/13/2021 04:21 PM	i like it, but can't think of a place for it.
Screen Name Redacted 7/13/2021 04:31 PM	I enjoy seeing artwork in Birmingham. This is a beautiful work and I appreciate the city supporting the artist and bringing art to our city.
Screen Name Redacted 7/13/2021 05:21 PM	Looks awesome we should be doing more sculptures around town.
Screen Name Redacted 7/19/2021 11:42 AM	Hey! I am so sorry to offer this opinion, because I know there is SO much planning and effort that goes into projects like this. But I feel like this sculpture is fine, but totally forgettable. I would love to see something more current that represents motown, music, and includes people of color in our outdoor art projects. Again, i am soooo sorry to be that person. The horse is fine, but I feel like we can do better,
Screen Name Redacted 7/21/2021 12:02 PM	I smiled the first time I saw a picture of the horse. It is a positive and active image. Perfect for a park!
Screen Name Redacted	Art is purely subjective, so I understand it's difficult to choose a piece that's pleasing to everyone. The stylhorse is at least identifiable which will appeal to many.

**Optional question** (81 response(s), 39 skipped) **Question type:** Essay Question

### **Public Arts Board Minutes**

### Public Meeting on Zoom – May 19th, 2021

### A. Roll Call:

Members Present:	Barbara Heller, Monica Neville, Annie VanGelderen, Anne Ritchie, Marla Kaftan, Hadley Lovell (Student Rep)
Members Absent:	Natalie Bishae, Peggy Daitch, Jason Eddleston, Nora Sherifaj (Student Rep)
Administration:	Brooks Cowan, City Planner

### B. Approval of Minutes – April 21<sup>st</sup>, 2021

Board members pointed out that there is no space in the name VanGelderen.

Motion to approve minutes as amended made by Annie VanGelderen, seconded by Monica Neville.

#### Yeas: 5 Nays: 0

The motion carried.

#### C. New Business

The Public Arts Board reviewed applications for 5 new sculptures. Birmingham resident Sue Marx had indicated an interest in donating two of her husband's sculptures to the City when she is no longer a resident. She and the City is not certain of the timeline when this will occur, therefore staff and the Board agreed that location could be discussed at a later time such as July 2021, and they would not be considered part of the Call For Entry Funding.

Staff indicated that "Stations" by Roland Bierman would not be appropriate for the City given its religious context, and the Public Arts Board concurred.

The Board was amenable to "Cor-ten Steel Horse" by Barry Harrison but wanted to know more about the sculpture. The Board requested that more detailed photos be provided of the sculpture. The Board thought that Poppleton Park at the intersection of Woodward and Madison could be a good location, however they were not sure if the 6' x 6' pad would be large enough. Staff noted they would try to obtain necessary base dimensions and detailed photos.

In regards to "Communications Vine" by Eric Troffkin, the Arts Board was concerned about people climbing on the sculpture. There was also discussion related to how the piece would fit into the aesthetics of the area. The 25 foot length could fit in the area south of the 555 building, however the Arts Board did not want to take any definitive action at the time.

No formal motion was made to recommend any sculpture at this time. The Arts Board wanted to wait another month to provide time for other applicants and to possibly consider other locations for the sculptures.

### **D. Unfinished Business**

The Public Arts Board discussed coordinating volunteers at the Farmers Market. Staff indicated they would send out a google sign up sheet for Board members to coordinate volunteer times. The Board agreed that the 3<sup>rd</sup> Sunday of every month would be best for their schedules. Staff would drop off materials for the Board members to put into hand-out packets.

The meeting concluded at 7:45pm.

### Public Meeting on Zoom – June 16<sup>th</sup>, 2021

### A. Roll Call:

Members Present:	Barbara Heller, Monica Neville, Annie VanGelderen, Anne Ritchie, Marla Kaftan, Peggy Daitch, Jason Eddleston, Nora Sherifaj (Student Rep)
Members Absent:	Natalie Bishae, Hadley Lovell (Student Rep)
Administration:	Brooks Cowan, City Planner

### B. Approval of Minutes – May 19<sup>th</sup>, 2021

Motion to approve minutes made by Annie VanGelderen, seconded by Monica Neville.

#### Yeas: 7 Nays: 0

The motion carried.

#### C. New Business

The Public Arts Board reviewed applications for sculptures on loan. In regards to "Communications Vine" by Eric Troffkin, the Arts Board was concerned about people climbing on the sculpture. There was also discussion related to how the piece would fit into the aesthetics of the area. The Board did not feel it met what they envisioned for the area in front of the 555 building that acts as a gateway to the City. There was general consensus that "Communications Vine" would not be recommended for approval. Staff would notify the artist and thank the artist for applying.

The Board then reviewed artist Helen Hierta's application to loan three of her meditation pole sculptures. The Board liked the look of the sculptures, however there was general consensus that the locations in the Call for Entry were not ideal for these sculptures. The Board believed Hierta's work would be best served near entrances to trails, similar to the examples in the application. Staff noted they would bring back locations and photos near trail entryways at the next meeting.

The next sculpture for review was "Cor-ten" Steel Horse by Barry Harrison. The Board reviewed this sculpture at the last meeting and was considering the location at Poppleton Park. The Board requested more detailed photos and information about how it would fit on the base pad for Poppleton Park before making a final recommendation. Detailed photos of the sculpture were provided as well as an illustration of how the legs of the sculpture would fit the base pad. The Board felt the sculpture would be a great addition to the park and would mesh well with the background when viewed from Woodward.

A motion to recommend "Cor-ten Steel Horse" to be located at Poppleton Park as a part of the art on loan program for the City's Call-for-Entry was made by Peggy Daitch, seconded by Annie VanGelderen.

### Yeas: 7 Nays: 0

The motion carried.

### **D.** Communications

The Public Arts Board requested that the City's Communications Department make a public post advertising Cultural Arts Awards nominations. Staff notified the Board that sculpture location near S. Old Woodward and Woodward would be mentioned in discussions for Phase 4 repaying. Pyramid Earth installation was approved and would move forward in July, 2021.

The meeting concluded at 7:45pm.

# PARKS AND RECREATION BOARD MEETING MINUTES

July 13, 2021

Heather Carmona, Chairperson, called the meeting to order at 6:30 p.m. meeting.

MEMBERS PRESENT:	Heather Carmona Pam Graham Ross Kaplan Anne Lipp Dominick Pulis John Rusche
MEMBERS ABSENT:	Susan Collins Ellie Noble
STUDENT REPRESENTATIVES PRESENT STUDENT REPRESENTATIVES ABSENT:	<ul> <li>R.J. Carrel, Groves High School Alison Chapnick Groves High School</li> <li>Kyle Sayers, Seaholm High School</li> </ul>
ADMINISTRATION:	Lauren A. Wood, Director of Public Services Brooks Cowan, City Planner Connie J. Folk, Recreation Coordinator
PRESENTER:	Robert Stempien, Senior Vice President Plante Moran
GUESTS:	Cindy Rose and David Young

Heather informed the Parks and Recreation Board the passing of William Wiebrecht who had served on the Parks and Recreation Board for twenty-nine years.

It was moved by John Rusche, seconded by Ross Kaplan to approve the minutes of the June 1, 2021 regular meeting as submitted. **ROLE CALL VOTE: Ayes,** Heather Carmona, Pam Graham

Ayes, Heather Carmona, Pam Graham Ross Kaplan, Anne Lipp, Dominick Pulis and John Rusche Nays, None

# AGENDA ITEM #1a: Request for Art Donation Installation for Poppleton Park "Standing Horses", by Barry Harrison

Brooks Cowan presented to the Parks and Recreation Board a request of an art sculpture "Standing Horses" by Barry Harrison to the City of Birmingham as a part of the Public Arts Board's 2021 Call For Entry. The sculpture consists of an abstract horse sculpture welded in cor-ten steel and has dimensions of 8' high, 11' in length, and 2' feet wide.

Brooks stated that the Public Arts Board discussed this sculpture on May 19, 2021. The Public Arts Board thought that Poppleton Park could be a good location for this piece and requested more detailed photos and information of how it could be placed on the existing sculpture pad at the corner of Woodward Avenue and Madison Avenue.

Brooks stated the loan agreement terms for the Call-For-Entry are for a minimum of 3 years.

John Rusche asked about the safety of climbing on the sculpture.

Brooks stated that the city has an agreement with an Engineering Consulting firm that assist the City of Birmingham on these safety concerns and will make suggestions to correct these concerns.

Brooks stated that he will discuss with the artist illuminating the art work prior to City Commission.

It was moved by Dominick Pulis, seconded by Ross Kaplan to support the location of Poppleton Park for the sculpture loan of "Standing Horses" by Barry Harrison as a part of the Public Arts Board's 2021 Call For Entry.

## **ROLE CALL VOTE:**

Ayes, Heather Carmona, Pam Graham Ross Kaplan, Anne Lipp, Dominick Pulis and John Rusche Nays, None

Parks and Recreation Board Meeting 7/13/2021

City of B	irmingham A Walkable Community	MEMORANDUM
		Police Department
DATE:	September 8, 2021	
то:	Thomas M. Markus, City Manager	
FROM:	Scott Grewe, Operations Command	ler
SUBJECT:	2021 North Old Woodward Structu	re Repair Award

### INTRODUCTION:

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Structural assessment reports have been completed at all five of the City's parking structures by Wiss, Janney, Elstner Associates, Inc. (WJE). As part of the assessment by WJE, they were asked to prepare a 5-year plan to address all the repairs needed. The police department has identified the North Old Woodward (NOW) structure for work this construction season due to previously budgeted 2021-2022 additional projects at this location that include: re-surfacing the surface lot adjacent to the structure, new lighting, landscaping and fencing.

### BACKGROUND:

At the October 28, 2019 City Commission meeting, the Commission approved a contract with WJE to prepare repair assessment reports for each of the City's five parking structures. Repair recommendations were broken down into three categories:

- 1. Immediate Recommendations (within 1 year)
- 2. Near Term Repair Recommendations (within 1 to 2 years)
- 3. Long-Term Repair Recommendations (within 3 to 5 years)

Now that the assessments are complete, the City can begin to address needed repairs. With regard to the NOW structure, no emergency repairs were identified that required immediate attention. However, there were several items in WJE's recommendations that they suggest addressing as soon as possible to prevent further deterioration.

Additionally, the surface lot at the NOW structure has been scheduled for repair and funding was approved in the 2021-2022 fiscal year to complete this work. In addition to this, new lighting, landscaping and additional fencing were also budgeted. In order to accommodate this previously scheduled work, WJE was asked to prepare bid documents for the 2021 construction season to address as much of the identified repairs at the NOW structure as possible to complete this prior to the repaving project and other improvements.

The below chart identifies the suggested work to be completed by WJE with their estimate of the repairs. The majority of work is removing and replacing damaged concrete, waterproofing, clearing clogged drain lines, removing and replacing damaged drain lines and covers.

North Old Woodward Parking Structure						
Item Description	Est. Qty.	Units	Unit	cost	Est.	Cost
Loose concrete removal	2	work day	\$	1,000	\$	2,000
Replace damaged/missing drain covers	24	each	\$	350	\$	8,400
Reset displaced and loose stair tower metal cover plates	10	each	\$	200	\$	2,000
Partial-depth topside slab concrete repairs*	5,000	SF	\$	45	\$	225,000
Partial-depth underside slab concrete repairs*	4,500	SF	\$	100	\$	450,000
Rout and seal cracks and joints in slab	25,000	LF	\$	6	\$	150,000
Traffic bearing membrane on Level 5 and ramp leading to Level 5	41,000	SF	\$	5	\$	205,000
Inspect and clean drain lines	1	each	\$	15,000	\$	15,000
Concrete wall repairs	60	SF	\$	100	\$	6,000
Replace sealant at cove seal joints	1,000	LF	\$	6	\$	6,000
Replace concrete masonry units at stair towers	50	SF	\$	20	\$	1,000
Localized repointing of clay masonry veneer	20	SF	\$	20	\$	400
North Old Woodward Parking Structure - Subtotal \$1,070,4				,070,400		

An Invitation to Bid (ITB) was posted to Michigan Inter-governmental Trade Network (MITN) on Thursday, August 5, 2021, which included a project manual with detail specifications and repair drawings prepared by WJE. A mandatory pre-bid meeting was held on Thursday, August 12, 2021 that was attended by nine contractors. Deadline for bid submissions was Friday, August 20, 2021 at 2 p.m. at which time four bids were received and publicly opened.

Company Name	Bid Amount
Pullman	\$1,159,525.00
DRV	\$1,160,615.00
RAM	\$1,065,221.00
Smith's Waterproofing	\$891,303.00

On Tuesday, August 31, 2021 a meeting was held with WJE and Smith's Waterproofing. A review of the work to be performed, including details of the cement work and drain line inspections and repairs were discussed to ensure that the Smith's Waterproofing's proposed work was within the specifications detailed by WJE. WJE was satisfied after the meeting that the proposal from Smith's Waterproofing included performing the work as specified in the bid requirements and further stated in the bid tabulation report they found no reason not to go with the low bidder, Smith's Waterproofing, for this project.

Smith's Waterproofing provided three references as required per the ITB.

- 1. Joe Fattore Project Manager Cambria Hotels in Detroit.
- 2. Frank Scheiderer Great Lakes Water Authority (PC-757 Rehab Project).
- 3. Andy O'Connor Great Lakes Water Authority (Pelham Basin Repairs).

The police department contacted all three references. Staff spoke with Mr. Fattore, Mr. Scheiderer and Mr. O'Conner. All three references advised Smith's Waterproofing had conducted concrete repairs and waterproofing for their respective organizations. All three references stated they have previously done work with Smith's Waterproofing on previous projects and projects

being completed this year. Smith's Waterproofing was described as "courteous, clean, topnotch, easy to work with and a great value for the work completed." All stated they would use Smith's Waterproofing again in the future. Additionally, Mr. O'Connor stated Smith's Waterproofing is a preferred vendor for much of his bridgework with MDOT, conducting concrete repairs and waterproofing.

#### LEGAL REVIEW:

The City Attorney reviewed and approved the Invitation to Bid and attached agreement between Smith's Waterproofing and the City.

#### FISCAL IMPACT:

During the budgeting process for the 2021-2022 fiscal year, the structural assessment program was still being conducted. Cost estimates for repair recommendations were unknown at the time and therefore no funding was budgeted in the 2021-2022 parking budget for structure renovations. There is sufficient fund balance in the Automobile Parking System for the work associated with this proposed contract.

A budget amendment is requested for the 2021-2022 Automobile Parking System (APS) Fund for these repairs in the amount of \$891,303.00.

The current APS fund balance is \$18,575,611.00.

#### PUBLIC COMMUNICATIONS:

Pending an award by the City Commission, work is scheduled to begin on September 15, 2021. Notice will be posted at the garage on September 14, 2021 to advise all users of the pending structure renovations. Also, emails will be sent to all permit holders for the NOW Structure.

#### SUMMARY:

WJE has finished the structural assessment of all structures and have provided repair recommendations. Due to the pending lot resurfacing of the North Old Woodward surface lot and other budgeted improvements, the police department recommends accomplishing as much work as possible in the NOW structure to reduce the risk of damage to a resurfaced lot for future structure renovations. An ITB was posted to MITN for work to be completed at the NOW structure. The work is expected to begin immediately after the award and be completed in the spring of 2022.

The majority of this work is on the 5<sup>th</sup> level of the structure which will be completely blocked off for construction. The 5<sup>th</sup> level contains approximately 100 parking spaces and represents about 13% of the total spaces at North Old Woodward. A review of current counts show that the garage, at peak times, is approximately 38% occupied.

Funds were not budgeted in the 2021-2022 fiscal year as the structural assessment reports and associated cost estimates were not yet completed. However, an amendment to the APS fund is requested as there is available fund balance to cover the cost of this project in the amount of \$891,303.00.

#### ATTACHMENTS:

1. Invitation to Bid.

- 2. Project Manual, prepared by WJE.
- 3. N. Old Woodward Structure Bid Tabulation for 2021 Repairs.
- 4. Smith's Waterproofing-Bid Documents.
- 5. ITB Attachment B Bidder's Agreement.
- 6. ITB Attachment C Cost Proposal.
- 7. ITB Attachment D Iran Sanctions Act Vendor Certification Form.
- 8. Agreement, between Smith's Waterproofing and the City of Birmingham.

SUGGESTED COMMISSION ACTION:

Make a motion to adopt the resolution awarding the contract to Smith's Waterproofing for the proposed work at the North Old Woodward Parking Structure in the amount of \$891,303.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

Automobile Parking Enforcement Fund

Revenues:

	Draw from Fund Balance	<u>\$891,303.00</u>
	(Account #585-000.000-400.0000)	
	Total Revenues	<u>\$891,303.00</u>
Expen	ditures:	
	Capital Outlay – Buildings	<u>\$891,303.00</u>
	(Account #585-538.005-977.0000)	
	Total Expenditures	<u>\$891,303.00</u>



# INVITATION TO BID For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

Sealed proposals endorsed "**2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT**", will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until Friday, August 20, 2021 at 2:00 p.m. at which time bids will be publicly opened and read.

**Bidders will be required to attend a mandatory pre-bid meeting on Thursday, August 12, 2021 at 9:30 a.m**. at the City of Birmingham Municipal Building, 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2<sup>nd</sup> floor. Bidders must register for the prebid meeting by Wednesday, August 11, 2021 at 2:30 p.m. by contacting Commander Scott Grewe at (248) 530-1867 or by email at sgrewe@bhamgov.org

The City of Birmingham, Michigan, is accepting sealed bid proposals from qualified professional firms to furnish all labor, equipment, material and supervision necessary to complete repairs as detailed in the City owned parking structure known generally as: N. Old Woodward Ave.. This work must be performed as specified and in accordance with the specifications contained in the Invitation to Bid (ITB) prepared on behalf of the City of Birmingham, Michigan by Wiss, Janney, Eltner Associates, Inc. (WJE) of Southfield, Michigan.

The ITB, including the Specifications, may be obtained online from the Michigan Intergovernmental Trade Network at <u>http://www.mitn.info</u> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Commander Scott Grewe or by email at sgrewe@bhamgov.org

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

Submitted to MITN:	Thursday, August 5, 2021
Pre-bid RSVP deadline:	Wednesday, August 11, 2021 at 2:30 p.m
Mandatory Pre-Bid Meeting:	Thursday, August 12, 2021 at 9:30 a.m. 151 Martin Street,
	Birmingham, MI 48009 – City Commission Room 2 <sup>nd</sup> floor.
Deadline for Submissions:	August 20, 2021 at 2:00 p.m.
Contact Person:	Commander Scott Grewe
	151 Martin Street
	Birmingham, MI 48009
	Phone: (248) 530-1867
	Email: sgrewe@bhamgov.org



### INVITATION TO BID For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

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# INTRODUCTION

For purposes of this invitation to bid, the City of Birmingham will hereby be referred to as the "City" and private firms responding to the ITB and submitting bids to the City will hereby be referred to as "Contractor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms for **2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT**. This work must be performed as specified and in accordance with the specifications outlined by the Scope of Work contained in this Invitation to Bid (ITB).

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

It is anticipated the selection of a firm will be completed by September 13, 2021. 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 City.

# INVITATION TO BID (ITB)

The purpose of this ITB is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide **2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT** in City owned parking structure generally known as: N. Old Woodward.

## MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the locations and assess the project locations to make inquiries about the ITB. The Mandatory Pre-bid meeting shall be: Thursday, August 12, 2021 at 9:30 a.m. 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2<sup>nd</sup> floor. Proposals shall be rejected from any interested firm that failed to attend this mandatory pre-bid meeting.

# **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than Friday, August 20, 2021 at 2:00 p.m. to:

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

One (1) original and one (1) copy of the bid proposal shall be submitted. The bid proposal shall be firmly sealed in an envelope, which shall be clearly marked on the outside, "2021 **NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT**". Any bid proposal received after the due date and time shall not be accepted and will be rejected and

returned, unopened, to the proposer. Proposers may submit more than one bid proposal provided each proposal meets all of 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 bid.
- 2. Any request for clarification of this ITB shall be made <u>in writing</u> and delivered to: Commander Scott Grewe, (248-530-1867, sgrewe@bhamgov.org, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, <u>no later than 5 days prior to the deadline for submissions</u>.
- 3. All bid proposals must be submitted following the ITB 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 bid proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the ITB format by the respondent.
- 4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
- 5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
- 6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

# **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- 1. Ability to provide services as outlined.
- 2. Related experience with similar projects, Contractor background, and personnel qualifications.
- 3. Quality of materials proposed.
- 4. Overall Costs.
- 5. References.

# **TERMS AND CONDITIONS**

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

9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## CONTRACTOR'S RESPONSIBILITIES

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

- 1. Complete and sign all forms requested for completion within this ITB.
  - a. Bidder's Agreement (Attachment B p. 16)
  - b. Cost Proposal (Attachment C p. 17)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D p. 18)
  - d. Agreement (p. 10 only if selected by the City).
- 2. Provide a description of completed projects 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 anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
- 4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
- 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. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
- 8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
- 9. The contractor will be responsible for obtaining any and all required building and parking permits at no cost to the contractor.
- 10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
- 11. 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 RESPONSIBILITY

- 1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
- 2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

## SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

### INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONTINUATION OF COVERAGE**

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

# **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of 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, defend and hold harmless the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

# CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

# **EXAMINATION OF PROPOSAL MATERIALS**

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

## PROJECT TIMELINE

Submitted to MITN:	Thursday, August 5, 2021
Pre-bid RSVP deadline:	Wednesday, August 11, 2021 at 230 p.m.
Mandatory Pre-Bid Meeting:	Thursday, August 12, 2021 at 9:30 a.m. 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 <sup>nd</sup> floor <b>.</b>
Deadline for Submissions:	Friday, August 20, 2021 at 2:00 p.m. – Bids publicly opened 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 <sup>nd</sup> floor <b>.</b>
Contract Signature Deadline:	Thursday, September 2, 2021 at 10:00 a.m.
Award of Bid:	Monday, September 13, 2021 7:30 p.m. Birmingham City Commission meeting
Construction Schedule:	Work to begin September, 2021

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

# SCOPE OF WORK

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

- 1. The primary project objectives of this bid package is to address critical repair items and address waterproofing and concrete repair items on the roof level of the structure, as well as address concrete repair items on the other levels as the schedule permits. Please refer to that attached documents for further detail.
- 2. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
- 3. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
- 4. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
- 5. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

# ATTACHMENT A - AGREEMENT For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

This AGREEMENT, made this \_\_\_\_\_day of \_\_\_\_\_, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_\_, Inc., having its principal office at \_\_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

### WITNESSETH:

**WHEREAS**, the City of Birmingham, Michigan, is desirous of hiring a qualified professional firm to furnish labor, equipment, material and supervision necessary to complete repairs as detailed in the City owned parking structure known generally as: N. Old Woodward Ave.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT as detailed in the specifications for N. Old Woodward Ave., and in connection therewith has prepared a request for sealed Invitation to Bid proposals ("ITB"), 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 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT.

**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 Invitation to Bid to perform **2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT** and the Contractor's cost proposal dated \_\_\_\_\_\_, 2021 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. 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 \_\_\_\_\_\_, 2021 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Invitation to Bid.

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

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

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

7. 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.

8. 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.

9. 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.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the 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.

11. 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 of Birmingham.

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

A. Workers' Compensation Insurance:

<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. <u>Commercial General Liability Insurance</u>: 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. <u>Motor Vehicle Liability</u>: 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. <u>Owners Contractors Protective Liability</u>: 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.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on 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 and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. 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.

15. 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.

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

City of Birmingham Attn: Commander Scott Grewe 151 Martin Street Birmingham, MI 48009 (248) 530-1867 CONTRACTOR (Insert Contractor Information)

17. 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.

18. <u>FAIR PROCUREMENT OPPORTUNITY</u>: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES / NOTARY PUBLIC	CONTRACTOR			
Ву:	Ву:			
Notary Public signature above	CONTRACTOR			
Notary Public stamp below:	Its: INSERT TITLE HERE			
CITY OF BIRMINGHAM				
	By: Pierre Boutros, Mayor			
	By: Alexandria D. Bingham, City Clerk			
Approved:	Alexandria D. Bingham, City Clerk			
Thomas M. Markus, City Manager (Approved as to substance)	Mark H. Clemence, Chief of Police (Approved as to substance)			
Mark Gerber, Director of Finance (Approved as to financial obligation)	Mary M. Kucharek, City Attorney (Approved as to form)			

# ATTACHMENT B - BIDDER'S AGREEMENT For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY (Print Name)	DATE	
TITLE	DATE	
AUTHORIZED SIGNATURE	E-MAIL ADDRESS	
COMPANY		
ADDRESS	PHONE	
NAME OF PARENT COMPANY	PHONE	
ADDRESS		

# **ATTACHMENT C - COST PROPOSAL** For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Invitation to Bid 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 ITB (p. 6)

COST PROPOSAL			
ITEM	BID AMOUNT		
Materials & Equipment	\$		
Labor	\$		
Miscellaneous (Attach Detailed Description)	\$		
TOTAL BID AMOUNT	\$		
ADDITIONAL BID ITEMS			
	\$		
	\$		
GRAND TOTAL AMOUNT	\$		

UNIT COST BID IT	TEMS
	\$ per

Firm Name\_\_\_\_\_

Authorized signature\_\_\_\_\_ Date\_\_\_\_\_

# ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

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

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

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

PROJECT MANUAL FOR CITY OF BIRMINGHAM 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT 333 NORTH OLD WOODWARD AVE. BIRMINGHAM, MICHIGAN WJE No. 2019.6318 July 30, 2021 For Bids

Prepared by

WISS, JANNEY, ELSTNER ASSOCIATES, INC. 30700 Telegraph Road, Suite 3580 Bingham Farms, Michigan 48025 248.593.0900

# SECTION 00 01 10 TABLE OF CONTENTS

Section Number	Section Title	Pages
	Division 00 - Procurement and Contracting Requirements	
00 41 44	Bid Form	00 41 44-1 to 4
	Division 01 - General Requirements	
01 11 00	Summary of Work	01 11 00-1 to 4
01 22 00	Unit Prices	01 22 00-1 to 9
	Division 02 - Existing Conditions	
02 01 11	Shoring	02 01 11-1 to 3
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03 01 31	Concrete Removal and Surface Preparation	03 01 31-1 to 8
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	Division 07 - Thermal & Moisture Protection	
07 18 00	Traffic Coating	07 18 00-1 to 10
07 92 00	Joint Sealants	07 92 00-1 to 7

# END OF SECTION 00 01 10

## SECTION 00 41 44 BID FORM

NOTE: Bidder shall state Unit Price Bid and Total Bid amount for each unit price item. Total Bid amount for each item shall be product of Estimated Quantity multiplied by Unit Price. Unit Price Bid and Total Bid amounts shall be written numerically in spaces provided.

*GRAND TOTAL* shall be sum of Total Bid amounts for various items and will be Contract Sum written in Owner-Contractor Agreement.

All words and numbers shall be written in non-erasable medium.

#### LUMP SUM PORTION OF BASE BID

Per Section 01 11 00 - Summary of Work

	Type of Work	
1.	General Conditions	\$
2.	Performance Bond and Labor and Material Payment Bond	\$
3.	Loose Concrete Removal at underside of Levels 2, 3, and 4	\$
4.	Floor Drain Cleaning/Grate Replacement (Keynote 4)	\$
5.	Remove and replace cover plates in stair towers	\$
	Sum of Lump Sum Bid Items 1 through 5: Subtotal	L1: \$

## **UNIT PRICE PORTION OF BASE BID**

Per Section 01 22 00 - Unit Prices

Iter	m Description	Est. Qty.	Units	Unit Price	Total Bid
6.	Partial-depth horizontal concrete repair - overlay only (Keynote 6)	2,000	SF	\$	\$
7.	Partial-depth horizontal concrete repair (Keynote 7)	3,500	SF	\$	\$
8.	Partial-depth underside concrete repair (Keynote 8)	4,500	SF	\$	\$
9.	Full-depth concrete repair (Keynote 9)	500	SF	\$	\$
10.	Curb concrete repair (Keynote 10)	800	SF	\$	\$
11.	Formed vertical concrete repair (Keynote 11)	200	SF	\$	\$
12.	Formed slab edge concrete repair (Keynote 12)	100	SF	\$	\$
13.	Supplemental steel reinforcement	2	ton	\$	\$
14.	Supplemental epoxy-grouted steel dowels	500	each	\$	\$
15.	Rout and seal cracks in slab (Keynote 15)	5,000	LF	\$	\$
	Replace sealant at concrete overlay control joints (Keynote 16)	70,000	LF	\$	\$
17.	Replace sealant at cove (Keynote 17)	2,000	LF	\$	\$
	Install traffic-bearing membrane on Level 5 and Level 4 ramp and slab leading to Level 5 (Keynote 18) Localized traffic-bearing membrane	45,000	SF	\$	\$
	replacement (Keynote 19)	200	SF	\$	\$
20.	Traffic-bearing membrane replacement (large areas) (Keynote 20)	900	SF	\$	\$
21.	Localized repointing of brick masonry (Keynote 21)	50	LF	\$	\$
22.	Localized replacement of concrete masonry units (Keynote 22)	35	SF	\$	\$
23.	Slab on ground replacement at southwest pedestrian entrance (Keynote 23)	150	SF	\$	\$
	Sum of Unit Price Bid Items 6 through 23	:		Subtotal U1:	\$

#### SUMMARY PORTION OF BASE BID

	Subtotal L1: \$
	Subtotal U1: \$
Grand Total (Sum of Subtotals L1 and U1):	\$
Grand Total (in words):	
	Dollars

#### **CONSTRUCTION SCHEDULE**

The Contractor agrees to commence work under the Contract on or before a date to be specified in a written "Notice to Proceed." The Contractor proposes to complete all Base Bid work within \_\_\_\_\_\_ calendar days from the date specified in the Notice to Proceed. It is anticipated that this project will begin as soon as September, 2021 and be completed during the 2021 construction season.

The selected Contractor shall submit a detailed construction/work sequence schedule describing the work to be performed in each phase on an event by event basis, together with an estimate of time necessary to complete each phase of the Project, including a proposed completion date.

### SUBCONTRACTORS

Indicate portion(s) of work to be completed by a subcontractor and name of subcontractor:

#### Portion of Work

Subcontractor (if used)

Waterproofing

Concrete Repairs

Caulking

Other

#### **BIDDER'S ENDORSEMENT**

I hereby certify that all statements herein are made on behalf of \_\_\_\_\_\_

(Name and Address of Corporation, Partnership, or Person submitting bid)

of the City of \_\_\_\_\_ State of \_\_\_\_\_

that I have examined and carefully prepared this Bid from the plans and specifications, and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

(Signature)

(Title)

END OF SECTION 00 41 44

## SECTION 01 11 00 SUMMARY OF WORK

### PART 1 GENERAL

## 1.1 SUMMARY

C. Section Includes: Description of existing conditions and Work scope, and Contractor duties and use of premises.

## **1.2 CONTRACTOR DUTIES**

- C. Except as specifically noted, provide and pay for:
  - 1. Labor, materials, and equipment.
  - 2. Tools, construction equipment, and machinery.
  - 3. Water, heat, power, and lights required for construction beyond those available at facility.
  - 4. Other facilities and services necessary for proper execution and completion of Work.
  - 5. Legally required sales, consumer, and use taxes.
  - 6. Permits, government fees, and licenses as necessary for proper execution and completion of Work and as applicable at time of receipt of bids.
- D. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities having jurisdiction, which bear on performance of Work.
  - 1. Take necessary safety precautions to prevent injury to construction personnel, nonconstruction personnel, Owner's property, and adjacent facilities.
  - 2. Perform work in a manner to minimize hazards due to the disturbance of lead containing materials (paint) and comply with MIOSHA requirements for assessing, monitoring, and protecting employees from lead hazard.
  - 3. Give required notices.
  - 4. Products shall comply with local regulations, including environmental restrictions.
  - 5. Promptly submit written notice to Architect/Engineer of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations.
    - a. Propose appropriate modifications to Contract Documents for necessary changes.
    - b. Assume responsibility for Work known to be contrary to such requirements, which is performed without notice.
- E. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in their assigned tasks.
- F. Provide 24-hour emergency contact information for Contractor and major subcontractors, including names and telephone numbers.

## 1.3 **PROJECT CONDITIONS**

- C. Description of Existing Structure:
  - 1. The parking structure was constructed in 1966 and has five levels of parking with a centralized ramp system. The structural system on the supported levels consists of a two-way slab system comprised of reinforced concrete flat slabs supported on columns with drop panels. Level 1 is a reinforced concrete slab on ground, and Level 5 is uncovered

rooftop parking. The supported slabs are approximately 15 inches thick, including a concrete topping overlay that varies in thickness from three to six inches. The structure is square in plan with approximate dimensions of 200 feet by 200 feet, for a total area of 200,000 square feet of floor space between all levels. The facade at the corner towers is primarily brick masonry cladding with concrete masonry unit (CMU) backup; additionally, precast concrete units with an exposed aggregate finish extends from grade to the top of the corner towers, surrounding the windows and doors. A prestressed cable vehicle barrier system is in place in between the stair towers.

- D. Description of Deterioration:
  - 1. Spalled, loose, and unsound (delaminated) concrete is common on the topside and underside of the elevated concrete slabs.
  - 2. Spalls and cracks are commonly present at the interior slab edges.
  - 3. Cracks are present in many locations on the topside of the slabs, and in some locations, on the underside of the slabs.
  - 4. A traffic-bearing membrane with tears and abrasions is present on the curbs on Level 5.

# 1.4 WORK SCOPE

- C. The primary project objectives of this bid package is to address critical repair items and address waterproofing and concrete repair items on the roof level of the structure, as well as address concrete repair items on the other levels as the schedule permits.
- D. Work includes, but is not limited to, the following activities:
  - 1. Floor drain cleaning and grate replacement
  - 2. Partial-depth and full-depth concrete slab repairs
  - 3. Formed slab edge concrete repairs
  - 4. Formed vertical concrete repairs
  - 5. Routing and sealing of cracks
  - 6. Replacement of sealant at construction joints
  - 7. Replacement of sealant at coves
  - 8. Installation of traffic-bearing membrane at roof level and ramp and slab leading to roof level

## 1.5 LUMP SUM WORK ITEMS

- C. Lump Sum Item 1: General Conditions All work defined in the Contract Documents not included in the other work items below. This includes, but in not limited to, supervision; mobilization; coordination; permits; personnel lifts; dust protection; submittals; mock-ups; shoring for concrete repairs; concrete material testing, protection of existing construction from damage; dumpsters; job site cleaning; temporary facilities and controls; temporary traffic control and signage; and project close out.
- D. Lump Sum Item 2: Performance Bond and Labor and Material Payment Bond, each in the amount of 100 percent of the contract sum. Refer to Section 00 60 11 for additional information.
- E. Lump Sum Item 3: Loose Concrete Removal This item includes: removal of loose and unsound concrete from the underside of concrete slabs throughout the entire parking structure. The concrete removal shall be completed using hand tools or small electric chipping hammers. The purpose of the work is to remove loose concrete to mitigate a potential hazard of loose concrete falling onto pedestrians or vehicles. Repairs are excluded.

- F. Lump Sum Item 4: Floor Drain Cleaning/Grate Replacement (Keynote 4) This item includes: at each floor drain on each level, temporarily remove each drain grate and drain bowl and removing debris and clean each drain; replace damaged floor drains grates and damaged strainers at locations shown on the plan; reinstall drain grates and drain bowls.
- G. Lump Sum Item 5: Remove and replace metal cover plates in stair towers This item includes: at each stair tower and at all levels, remove and replace each metal cover plate at the transition between the stair tower and the parking structure; remove debris; and re-secure metal cover plates with stainless steel drop in anchors and stainless steel machine screws or equal approved. Replacement of sealant shall be performed, and partial-depth concrete repairs may be required, under separate pay items, if needed.

## 1.6 UNIT PRICE WORK ITEMS

- C. Refer to Section 01 22 00 for description of work and basis for payment for unit price items on the east elevation.
- D. Concrete Repair Items
  - 1. Partial-depth horizontal concrete repair <u>overlay only</u> (Keynote 6)
  - 2. Partial-depth horizontal concrete repair (Keynote 7)
  - 3. Partial-depth underside concrete repair (Keynote 8)
  - 4. Full-depth concrete repair (Keynote 9)
  - 5. Curb concrete repair (Keynote 10)
  - 6. Formed vertical concrete repair (Keynote 11)
  - 7. Formed concrete slab edge repair (Keynote 12)
  - 8. Supplemental steel reinforcement
  - 9. Supplemental epoxy-grouted steel dowels
- E. Waterproofing Repair Items
  - 1. Rout and seal cracks in slab (Keynote 15)
  - 2. Replace sealant at concrete overlay control joints (Keynote 16)
  - 3. Replace sealant at cove (Keynote 17)
  - 4. Install traffic-bearing membrane on Level 5 (roof level) and Level 4 ramp and slab leading to Level 5 (Keynote 18)
  - 5. Localized traffic-bearing membrane replacement (Keynote 19)
  - 6. Traffic-bearing membrane replacement (large areas) (Keynote 20)
- F. Masonry Repair Items
  - 1. Localized repointing at brick masonry (Keynote 21)
  - 2. Localized replacement of concrete masonry units (Keynote 22)
- G. Slab-on-ground Repair Item
  - 1. Slab-on-ground replacement at southwest pedestrian entrance (Keynote 23)

# 1.7 ALTERNATE WORK ITEMS

A. No Alternate Work items are being solicited at this time.

# 1.8 SCHEDULE

C. Schedule: It is anticipated that work will begin in September 2021.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION 01 11 00

## SECTION 01 22 00 UNIT PRICES

### PART 1 - GENERAL

## 1.1 PAYMENT OF UNIT PRICE QUANTITIES

- A. A portion of the work is to be paid for on a Unit Price basis based on actual quantities. The work items and basis of payment are listed below. These activities are described in Section 01 11 00 Summary of Work and in the Drawings and are to be completed as per the Specification.
  - 1. Definition: Unit price, stated on the Bid Form, is the price per unit of measurement for materials and services for a specific Work activity. The Contract Sum may be increased or decreased by Unit Price adjustment, based on the difference between the estimated bid quantity and the actual Work quantity.
  - 2. Payment Procedures:
    - a. As part of Project closeout, the Contract Sum will be modified by the unit price times the variation in the actual Work quantity from the estimated quantity included in the Bid Form, based on quantities measured by the Contractor and approved by the Architect/Engineer.

Bid Item		Type of Work	Unit
6	Partial-	depth horizontal concrete repair - overlay only (Keynote 6)	
	The cos	st of this work includes:	
	a)	Furnishing labor and materials	
	b)	Partial-depth removal and disposal of sound and unsound concrete	
	c)	Sawcutting edges of removal area	
	a)	Sandblasting clean exposed concrete and air blasting	
	b)	Forming and recasting repair with ready-mix concrete or proprietary repair concrete	
	d)	Curing	

e) Installation of sealant around perimeter of repair at Levels 2-4

Note: The installation of supplemental steel reinforcing and dowels are paid under separate unit price items.

Payment based on surface area (square foot) of concrete repaired.

\$/SF

Bid Item	Type of Work	Unit
7	Partial-depth horizontal concrete repair (Keynote 7)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Partial-depth removal and disposal of sound and unsound concrete</li> <li>c) Sawcutting edges of removal area</li> <li>d) Sandblasting and air blasting clean exposed concrete and steel reinforcing steel surfaces</li> <li>e) Coating exposed steel with corrosion-inhibiting coating</li> <li>c) Forming and recasting repair with ready-mix concrete or proprietary repair concrete</li> <li>f) Curing</li> <li>g) Installation of sealant around perimeter of repair at Levels 2-4</li> </ul>	
	Note: The installation of supplemental steel reinforcing and dowels are paid under separate unit price items.	
	Payment based on surface area (square foot) of concrete repaired.	\$/SF
8	Partial depth underside concrete repair (Keynote 8)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Removal and disposal of sound and unsound concrete</li> <li>c) Sawcutting edges of removal area</li> <li>d) Sandblasting and air blasting clean exposed concrete and steel reinforcing bar surfaces</li> <li>e) Coating exposed steel with corrosion-inhibiting coating</li> <li>f) Restoring the section with shotcrete technique</li> <li>g) Curing</li> </ul>	
	Payment based on surface area (square foot) of concrete repaired.	\$/SF

Bid Item	Type of Work	Unit
9	Full-depth concrete repair (Keynote 9)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Removal and disposal of sound and unsound concrete (12-15" nominal thickness)</li> <li>c) Sawcutting edges of removal area</li> <li>d) Sandblasting and air blasting clean exposed concrete and steel reinforcing bar surfaces</li> <li>e) Coating exposed steel with corrosion-inhibiting coating</li> <li>f) Installing new dowels and reinforcing steel shown in the details</li> <li>g) Forming and recasting repair with ready-mix concrete or proprietary repair concrete</li> <li>h) Curing</li> <li>i) Installation of sealant around perimeter of repair at top surfaces of Levels 2-4</li> </ul>	
	Note: The installation of supplemental steel reinforcing and dowels are paid under separate unit price items.	
	Payment based on surface area (square foot) of concrete repaired.	\$/SF
10	Partial-depth curb concrete repair (Keynote 10)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Partial-depth removal and disposal of sound and unsound concrete</li> <li>c) Sawcutting edges of removal area</li> <li>d) Sandblasting and air blasting clean exposed concrete and steel reinforcing steel surfaces</li> <li>d) Coating exposed steel with corrosion-inhibiting coating</li> <li>e) Forming and recasting repair with ready-mix concrete or proprietary repair concrete</li> <li>e) Curing</li> <li>f) Installation of sealant around perimeter of repair and at cove at Levels 2-4</li> <li>Note: The installation of supplemental steel reinforcing and dowels are paid under separate unit price items.</li> </ul>	¢/qe
	Payment based on surface area (square foot) of concrete repaired.	\$/SF

Bid Item	Type of Work	Unit
11	Formed vertical concrete repair (Keynote 10)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Removal and disposal of sound and unsound concrete to a minimum depth of 3 in., an average depth of 4 in., or 3/4 in. below bottom of existing conventional steel reinforcement</li> <li>c) Shoring</li> <li>d) Sawcutting edges of removal area</li> <li>e) Sandblasting clean and air blasting exposed concrete and steel reinforcing bar surfaces</li> <li>f) Coating exposed steel with corrosion-inhibiting coating</li> <li>g) Formwork</li> <li>h) Restoring the section with formed and poured using ready-mix concrete or proprietary flowable repair concrete</li> <li>i) Curing</li> </ul>	
	Payment based on surface area (square foot) of concrete repaired.	\$/SF
12	Formed slab edge concrete repair (Keynote 11)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Removal and disposal of sound and unsound concrete</li> <li>c) Sawcutting edges of removal area</li> <li>d) Sandblasting and air blasting clean exposed concrete and steel reinforcing bar surfaces</li> <li>e) Coating exposed steel with corrosion-inhibiting coating</li> <li>f) Formwork</li> <li>g) Restoring the section with formed and poured using ready-mix concrete or proprietary flowable repair concrete</li> <li>h) Curing</li> </ul>	
	Payment based on surface area (square foot) of concrete repaired.	\$/SF
13	<ul><li>Supplemental steel reinforcement</li><li>The cost of this work includes:</li><li>a) Furnishing and installing epoxy-coated (shop applied) conventional steel reinforcement in concrete repairs</li></ul>	
	Payment based on weight (ton) of steel installed.	\$/ton

Bid Item	Type of Work	Unit
14	Supplemental Dowels	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Drilling holes for dowels</li> <li>c) Cleaning holes in accordance with manufacturer instructions</li> <li>d) Filling holes with epoxy adhesive</li> <li>e) Permitting inspector access to inspect holes after cleaning</li> <li>f) Installing dowels in accordance with manufacturer instructions</li> </ul>	
	Payment based on each dowel installed.	\$/each
15	Rout and seal cracks in slab (Keynote 14)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Existing sealant removal, if present</li> <li>c) Routing crack or joint</li> <li>d) Applying primer</li> <li>e) Installing sealant</li> <li>f) Permitting sealant to cure adequate time</li> </ul>	
	Payment based on length (linear feet) of sealing cracks and joints.	\$/LF
16	Replace sealant at concrete overlay control joints (Keynote 15)	
	<ul><li>The cost of this work includes:</li><li>a) Furnishing labor and materials</li></ul>	
	<ul> <li>b) Removing existing sealant and preparing concrete surface for new sealant</li> <li>c) Installing bond breaker</li> <li>d) Applying primer for sealant</li> <li>e) Installing sealant</li> <li>f) Permitting sealant to cure adequate time</li> </ul>	
	Replacement of concrete as required to restore the joint profile and address deterioration will be paid under Bid Items 6 or 7 as appropriate.	
	Payment based on length (linear feet) of sealant replaced.	\$/LF

Bid Item	Type of Work	Unit
17	Replace sealant at cove (Keynote 16)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Removing existing sealant and preparing concrete and traffic coating to received new sealant</li> <li>c) Applying primer for sealant</li> <li>d) Installing sealant</li> <li>e) Permitting sealant to cure adequate time</li> </ul>	
	Payment based on length (linear feet) of joint seal replaced.	\$/LF
18	Traffic-bearing membrane installation (Keynote 17)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Preparation of existing waterproofing membrane to remain</li> <li>c) Shotblasting horizontal surfaces to be coated</li> <li>d) Sandblasting vertical surfaces to be coated</li> <li>e) Air blast cleaning of all surfaces</li> <li>f) Protection of prepared surfaces from contamination until membrane installation</li> <li>g) New cove sealant at all interfaces between vertical and horizontal surfaces</li> <li>h) Replace sealant at concrete overlay control joints</li> <li>i) Detail strip of basecoat of membrane over all joints, cracks, and tie-ins</li> <li>j) Heavy-duty membrane at vertical surfaces</li> <li>l) Upturning membrane at vertical surfaces</li> <li>l) Parking stall striping and pavement markings to match existing</li> </ul>	
	Routing and sealing of cracks in slab will be paid under Bid Item 15 as appropriate.	
	Payment based on surface area (square foot) of concrete repaired.	\$/SF
19	Localized traffic-bearing membrane replacement (Keynote 19)	
	The cost of this work includes:	
	a) Furnishing labor and materials	
	Payment based on surface area (square foot) of traffic coating replaced. Coating repairs less than one square foot will be measured at one square foot	\$/SF

Bid Item	Type of Work	Unit
20	Traffic coating replacement (large areas) (Keynote 20)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Preparation of existing waterproofing membrane to remain</li> <li>c) Shotblasting horizontal surfaces to be coated</li> <li>d) Sandblasting vertical surfaces to be coated</li> <li>e) Air blast cleaning of all surfaces</li> <li>f) Protection of prepared surfaces from contamination until membrane installation</li> <li>g) New cove sealant at all interfaces between vertical and horizontal surfaces</li> <li>h) Detail strip of basecoat of membrane over all joints, cracks, and tie-ins</li> <li>i) Heavy-duty membrane system installation</li> <li>j) Upturning membrane at vertical surfaces</li> <li>k) Parking stall striping and pavement markings to match existing</li> </ul>	¢/ce
	Payment based on surface area (square foot) of membrane installed.	\$/SF
21	Repointing of brick masonry (Keynote 21) The cost of this work includes:	
	<ul> <li>a) Removing existing mortar</li> <li>b) Cleaning and preparing surfaces for new mortar</li> <li>c) Installing new mortar in lift per details</li> <li>Payment based on length (linear feet) of mortar replaced.</li> </ul>	\$/LF
	ayment based on length (linear leet) of mortal replaced.	<b>Φ/ L/I</b> *
22	Replacement of concrete masonry units (Keynote 22) The cost of this work includes:	
	<ul><li>a) Removing existing units</li><li>b) Installing new units in-kind</li><li>c) Coating new units to match existing</li></ul>	
	Repointing of mortar required to replace units will be paid under bid item 15 as appropriate.	
	Payment based on surface area (square foot) of units replaced.	\$/SF

Bid Item	Type of Work	Unit
23	Slab on ground repair at southwest pedestrian entrance (Keynote 23)	
	The cost of this work includes:	
	<ul> <li>a) Furnishing labor and materials</li> <li>b) Removal and disposal of sound and unsound concrete to achieve positive drainage to drain</li> <li>c) Sawcutting edges of removal area</li> <li>d) Sandblasting clean and air blasting exposed concrete and steel reinforcing bar surfaces</li> <li>e) Coating exposed steel with corrosion-inhibiting coating</li> <li>f) Installing new dowels and reinforcing steel shown in the details</li> <li>g) Installing new asphaltic expansion joint filler along slab-to-wall interface</li> <li>h) Installing new cove sealant along slab-to-wall interface above new joint filler per details</li> <li>i) Forming and recasting repair with ready-mix concrete or proprietary repair concrete</li> </ul>	
	j) Curing	
	Payment based on surface area (square foot) of concrete repaired.	\$/SF

## **1.2 MEASUREMENT OF QUANTITIES**

- A. Measure work to be performed on a unit price basis according to the methods described in 1, 2, 3 and 4 below. Payment will be made for work actually performed, based on quantities recorded by the Contractor and approved by the Engineer. Unless stated otherwise, records described below shall consist of both plan view drawings and tables cross-referenced to the drawings with the required data. Unless otherwise stated, the Engineer will verify the accuracy of the record by visual examination of the work performed and measurement of the quantities with a measuring wheel or similar method.
  - 1. Unit Price Items 6, 7, 8, 9, 10, 11, 12, 18, 19. 20, 22, and 23: The Contractor shall maintain a record of the location and surface area in square feet for each repair completed.
  - 2. Unit Price Items 15, 16, 17, and 18: The Contractor shall maintain a record of the location and length in linear feet for each repair installed.
  - 3. Unit Price Items 13 and 14: The Contractor shall maintain a record of the location and weight of supplemental steel installed for each repair.
  - 4. The Contractor shall submit this record to the Engineer on a weekly basis.
- B. The Contractor shall notify the Owner's Representative and the Engineer at once in writing of any unit price work that deviates materially from the prescribed basis for bidding and for which an adjustment in Unit Price is desired. The Contractor shall measure and quantify all such deviations, subject to verification by the Engineer, prior to any repair work which might make verification impossible. No adjustments in Unit Prices will be considered unless supporting field measurements are provided, and subject to the Owner's Representative's prior approval. Adjustments will only be considered if all repairs of a given type have been measured and all deviations, both plus and minus, have been included in the determination of the average deviation from the Unit Price basis.

## END OF SECTION 01 22 00

## SECTION 02 01 11 SHORING

### PART 1 GENERAL

### 1.1 SUMMARY

A. Section Includes: Supply, installation, and removal of temporary shoring to support structural elements vertically.

#### B. Related Sections:

- 1. Section 01 11 00 Summary of Work
- 2. Section 01 22 00 Unit Prices
- 3. Section 03 01 31 Concrete Removal and Surface Preparation

#### 1.2 PAYMENT

- A. Include the following in General Conditions or unit prices as applicable:
  - 1. Design of shoring, developing shoring procedures, preparing shoring submittals, and providing and installing shoring.

#### 1.3 COORDINATION

A. Coordinate with Owner's Representative and with other trades to ensure that shoring does not interfere with Owner use of Site or work of other trades.

#### 1.4 SUBMITTALS

A. Product Data: Manufacturer's literature and technical data indicating type of shoring proposed for use and safe load-carrying capacity of shoring for heights and lengths of shoring components to be used.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store shoring materials in approved storage area at Site, such that materials do not interfere with Owner's continued use of facility.
- B. Limit stored materials on structure to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.

#### 1.6 **PROJECT CONDITIONS**

A. Comply with Owner's limitations and restrictions for Site use and accessibility.

#### **PART 2 PRODUCTS**

#### 2.1 MANUFACTURED ASSEMBLIES

- A. Design Criteria:
  - 1. Design for dead load and minimum 20-pound-per-square-foot construction load over tributary area of member being repaired, as follows:
    - a. Design shall include a minimum factor of safety of 2.0.

- b. Design spreaders to distribute load over an effective area to result in a 2,500 psf or less bearing pressure on the concrete slab.
- c. Consider removal of loads from member and transfer of loads into structure below, without overloading structural members.
- d. Detail shoring to avoid interference with Owner operations.
- e. Consider shoring stiffness relative to stiffness of members being shored.
- B. Shoring: Steel posts, steel frames, or other steel assemblies with sufficient capacity to support calculated shoring loads at spacing and positioning shown on shop drawings.
  - 1. Adjustable through positive means, such as screw jacks, to achieve tight fit to structure above and below and to compensate for elastic shortening of shores during loading and service.
  - 2. Use undamaged components, including bracing, supplied by shoring manufacturer.

## 2.2 ACCESSORIES

- A. Spreaders:
  - 1. At bottom of shores: steel or timber cribbing with minimum a minimum cross section of 3-1/2 inches by 3-1/2 inches, or other material; with sufficient bearing area and length to distribute shoring reactions into supporting structural element below.
  - 2. At top of shores: Timber or steel spreader beams or wood bearing pads; to fully support member being shored without damage to member surface.
- B. Shims: Wood or steel; at bearing points above shores to ensure tight contact with shored member.

# PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting installation or performance of shoring Work.
  - 1. Ensure that work done by other trades is complete and ready for shoring Work.
  - 2. Notify Engineer in writing of conditions which may adversely affect installation or performance of shoring Work and recommend corrections.
  - 3. Do not proceed with shoring Work until adverse conditions have been corrected and reviewed by Engineer.
  - 4. Commencing shoring Work constitutes acceptance of Work surfaces and conditions.

#### 3.2 INSTALLATION

- A. Install shoring in accordance with manufacturer's recommendations and approved shop drawings at designated locations and at additional locations designated by Engineer. Installed assembly shall be of such quality that assembly will support imposed loads without excessive settlement or deflection.
  - 1. Position to avoid interference with Owner operations.
  - 2. Install snug, plumb, and square. Install cross-bracing recommended by shoring manufacturer and shoring designer to prevent buckling failure of individual members and overall shoring stability failure. Extend shoring above and below level of repair work as required by shoring design.

- 3. Install spreader beams or bearing pads and shims as necessary, and adjust shores to ensure tight, uniform fit against structural element to be supported. Minimize differential loading of vertical shoring members.
- 4. Install timber cribbing wood or wood bearing pads as necessary to distribute loads into supporting elements. If more than 1 layer of cribbing is required, install each successive layer perpendicular to preceding layer.
- 5. If shoring is to be placed on coated or finished surface, protect surface from damage with plywood, plastic sheets, or other means.
- B. Preload shores with screw jacks to bring shoring into a uniform, snug-tight condition.
- C. Protect shores from damage from construction activities, Owner use of facility, and other causes.
- D. Check shores daily and adjust as necessary to maintain snug condition, plumbness, and full effectiveness.
- E. Modify and adjust shoring as required to meet conditions of work and to ensure Project safety.

# 3.3 REMOVAL OF SHORES

- A. Remove shores when compressive strength of repair concrete exceeds 75 percent of its specified 28-day strength and a minimum of 14 days of curing. Contractor may elect to have additional concrete strength tests performed at his own expense, to confirm when repair concrete meets removal requirements.
- B. Store shoring materials in approved storage area at Site, such that materials do not interfere with Owner's continued use of facility. Promptly remove shoring materials from Site when no longer needed for work.

## END OF SECTION 03 01 01

## SECTION 03 01 31 CONCRETE REMOVAL AND SURFACE PREPARATION

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes: Concrete removal and surface preparation prior to concrete replacement, including:
  - 1. Removal of unsound and sound concrete.
  - 2. Preparation of concrete and steel surfaces.
  - 3. Coating reinforcing bars and embedded steel with corrosion-inhibiting material.
  - 4. Supply and installation of supplemental epoxy-coated reinforcing bars.
  - 5. Supply and installation of epoxy-grouted steel dowels.
- B. Related Sections:
  - 1. Section 00 31 26 Existing Hazardous Material Information
  - 2. Section 01 22 00 Unit Prices
  - 3. Section 02 01 11 Shoring
  - 4. Section 03 01 34 Concrete Repair

## 1.2 UNIT PRICES

- A. Perform the following Work on unit price basis:
  - 1. Concrete removal and surface preparation. Included in concrete unit prices.
  - 2. Supply and installation of supplemental steel reinforcement. Payment based on nominal weight of bars installed.
  - 3. Supply and installation of epoxy-grouted dowels. Payment based on number of dowels installed.

## 1.3 COORDINATION

A. Coordinate with Owner's Representative and with other trades to ensure that adjacent areas are not adversely affected by concrete removal Work.

# 1.4 SUBMITTALS

- A. Product Data: Manufacturer's literature and technical data for corrosion-inhibiting coating materia, and epoxy for epoxy-grouted dowels, indicating applicability of product for proposed use.
- B. Certificates:
  - 1. For installer of epoxy-grouted dowels: ACI-CRSI Certification as Adhesive Anchor Installer.
- C. Epoxy-Coated Reinforcing Steel:
  - 1. Mill test reports for steel reinforcement, indicating conformance with ASTM A615/A615M.
  - 2. Certification from CRSI indicating that coating applicator is certified by CRSI Epoxy Plant Certification Program.

- 3. Certification statement from coating applicator that material, coating process, and coating properties conform to ASTM A775/A775M, including preheat temperatures, cure times, thickness checks, holidays detected, and bend test results for each bar size.
- D. Confinement, Collection, and Disposal Plan: Written plan for confining, collecting, and disposing of broken concrete, sandblast grit, dust, debris, existing reinforcing, and other waste material resulting from removal operations and surface preparation.

# 1.5 QUALITY ASSURANCE

- A. Mockups: Demonstrate adequacy of concrete removal and surface preparation procedures as part of mockups in 03 01 34 and 03 01 35.
- B. Qualifications for Installer of Epoxy-Grouted Dowels: Experienced individual with current ACI-CRSI certification as Adhesive Anchor Installer.
  - 1. Applicable only for anchors in horizontal or upwardly inclined orientations.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such manner as to prevent damage to materials or structure.
- B. Deliver materials to Site in original containers and packaging with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- C. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
- D. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature and humidity range required by material manufacturer.
- E. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- F. Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from Site as soon as possible.
- G. Remove materials that cannot be applied within stated shelf life from Site and replace with new materials.

## 1.7 **PROJECT CONDITIONS**

- A. Verify existing dimensions and details prior to start of concrete removal Work. Notify Engineer of conditions found to be different than those indicated in the Contract Documents. Engineer will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Dust, Fume, and Noise Controls:

- 1. Confine dust and debris to Work area and prevent from entering portions of facility that remain in use.
- 2. Direct equipment exhaust away from occupied spaces. Vent equipment operating within structure to outside or condition exhaust gases with catalytic converter.
- 3. Operate equipment at noise levels conforming to requirements of city, state, and federal laws and codes, and Owner limitations.
- D. Maintain adequate ventilation during preparation and application of materials.

# 1.8 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials or mislocation of embedded elements such as reinforcing steel, which may interfere with proper execution of the Work.
  - 1. Notify Engineer of conditions that may interfere with proper execution of the Work prior to proceeding with Work.

## PART 2 PRODUCTS

## 2.1 MATERIALS

- A. Corrosion-Inhibiting Coating Materials: Use material specifically intended for reinforcing steel embedded in concrete.
  - 1. Zinc-rich Steel Primer:
    - a. MasterProtect P 8100 AP, supplied by BASF Construction Chemicals, LLC.
    - b. ECB Electro-Chemical Barrier, supplied by Conproco,
    - c. or approved equal.
  - 2. Epoxy Coating:
    - a. Sikadur 32 Hi-Mod by Sika Corporation
    - b. or approved equal.
  - 3. Cementitious Coating:
    - a. Sika Armatec 110 EpoCem by Sika Corporation
    - b. or approved equal
- B. Epoxy-Coated Reinforcing Bars: Deformed bars with 60,000 psi minimum yield strength conforming to ASTM A615/A615M, Grade 60. Sizes as shown on Drawings or directed by Engineer.
  - 1. Reinforcing bars shall be shop-coated with fusion-bonded protective coating of epoxy powder applied by electrostatic spray method or electrostatic fluidized-bed method in accordance with ASTM A775/A775M.
    - a. Reinforcing bars shall be supplied by certified CRSI epoxy-coating application plant. Furnish certification statement with each shipment.
    - b. Repair Material: Liquid, two-part, epoxy repair material; supplied by epoxy resin manufacturer and complying with requirements of ASTM A775A/A775M.
  - 2. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars in place. Bar supports shall be manufactured from steel wire, plastic, or precast concrete in accordance with "Bar Support Specifications and Standard Nomenclature" in CRSI *Manual of Standard Practice*.

- a. With epoxy-coated reinforcing steel, use metal chairs and supports coated with epoxy, plastic, or other inert dielectric polymer coating.
- 3. Plastic-Coated Tie Wire: Wire used to secure bars during concrete placement shall be 16gauge steel wire, and shall be plastic coated to protect the reinforcing coating from physical damage.
- C. Steel Wire and Welded Wire Reinforcement, Plain and Deformed: Steel wire and welded wire reinforcement shall conform with 65,000 pounds per square inch minimum yield strength conforming to ASTM A1064.
  - 1. Epoxy coated wire and welded wire reinforcement shall conform to the requirements of ASTM A884.
  - 2. Welded Wire Reinforcement shall be epoxy coated 6x6-W4xW4, unless otherwise approved by Engineer based on existing reinforcing. Use epoxy coated 6x6-W4xW4 for all new installations where not otherwise specified
- D. Epoxy-Grouted Dowels:
  - 1. Dowels: ASTM A615/A615M, Grade 60, epoxy-coated steel bars, cut true to length with ends square and free of burrs.
  - 2. Epoxy-Adhesive for Dowels: Adhesive must be supplied in pre-measured sausages. Use one of the following:
    - a. HIT-HY 200-R hybrid adhesive supplied by Hilti, Inc.
    - b. AC100+ Gold vinylester supplied by Powers Fasteners.
    - c. Or approved equal.

## 2.2 FABRICATION

- A. Fabricate and detail steel reinforcement to shapes and dimensions shown on Drawings in accordance with and within fabricating tolerances shown in CRSI's *Manual of Standard Practice*.
- B. Bends and hooks shall conform to dimensions defined as "ACI Standard Hooks" in CRSI's *Manual of Standard Practice* unless otherwise shown on Drawings.
- C. Welded Wire Reinforcing shall conform to the recommendations of the Wire Reinforcing Institutes WWR 400-R-03.
- D. Do not bend or straighten reinforcing bars in manner that will injure coating material. Reduce rate of bending as necessary to minimize cracking or debonding of coating. Promptly coat visible cracking or debonding of coating in bending area and elsewhere, except that hairline cracks, 0.003 inches or less in width, at base of bar deformation need not be coated.

## PART 3 EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting concrete removal Work.
  - 1. Ensure that work done by other trades is complete and ready for concrete removal Work.
  - 2. Verify that areas and conditions under which concrete removal Work is to be performed permit proper and timely completion of Work.

- 3. Notify Engineer in writing of conditions which may adversely affect concrete removal Work and recommend corrections.
- 4. Do not proceed with concrete removal Work until adverse conditions have been corrected and reviewed by Engineer.
- 5. Commencing concrete removal Work constitutes acceptance of Work surfaces and conditions.

# 3.2 **PROTECTION**

- A. Take precautions to ensure safety of people, including building users, and workmen, and animals, and protection of property, including adjacent building elements, equipment, landscaping, and motor vehicles.
- B. Prevent construction debris and other materials from coming into contact with building users, motor vehicles, building equipment landscaping, and other surfaces that could be harmed by such contact.
- C. Limit access to Work areas.
- D. Erect temporary protective canopies, as necessary, over occupied areas that must remain in service during Work.
- E. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

## 3.3 EQUIPMENT

- A. Pneumatic Chipping Hammers:
  - 1. Nominal 30-lb class or less for removal of concrete at repair areas.
  - 2. Nominal 15-lb class or less for detail work adjacent to and beneath reinforcing steel.
- B. Saws capable of sawcutting concrete to specified depth.
- C. Sandblasting equipment capable of removing laitance, dirt, loose pieces of concrete, and surface contaminants from exposed concrete surfaces and rust, concrete, and surface contaminants from exposed steel surfaces.
- D. High-pressure, oil-free compressed air equipment capable of removing dust and dirt from exposed concrete removal areas.
- E. Percussive or rotary drilling equipment for making holes in concrete substrate for dowel installation.

## 3.4 CONCRETE REMOVAL AND SURFACE PREPARATION

- A. Sound perimeter beam and column concrete surfaces and mark with paint areas of unsound concrete. Engineer will review markings before concrete removal Work begins. Provide a minimum of 24 hours advance notice to Engineer prior to commencing concrete removal.
- B. Prior to concrete removal Work:
  - 1. Remove abandoned plumbing and electrical lines and associated fixtures that interfere with Work. Shore active plumbing and electrical lines and reattach at completion of

Work. Owner will relocate active plumbing and electrical lines that cannot be temporarily supported.

- 2. Install shoring as specified or directed by Engineer.
- 3. Develop plan for confining and disposing of broken concrete and other debris from removal Work.
- 4. Develop and implement plan for assessing and monitoring lead hazard during concrete removal. Perform removal to minimize hazards due to the disturbance of lead paint.
- C. Concrete removal areas:
  - 1. Where possible, make rectangular in shape in plan.
  - 2. Avoid re-entrant corners.
  - 3. Extend at least 4 inches beyond edge of unsound concrete.
- D. Create square edges of removal areas.
  - 1. Sawcut 1/2 inch at top surface removal areas. Do not saw through reinforcing steel, embedded electrical conduits, or other embedments.
  - 2. Chip or sawcut square edges of overhead and vertical removal areas at least 1/2 inch deep. For areas to be repaired with shotcrete, taper remainder of edges at 1:1 slope into cavity to eliminate square edges.
- E. Remove unsound concrete and, as necessary, sound concrete to create minimum removal depth of 2 inches and gaps around partially exposed reinforcing bars of at least 3/4 inches.
  - 1. Exercise care to avoid cracking underlying sound concrete, punching through member, or damaging embedments such as electrical conduit.
  - 2. Limit chipping hammer size and impact angle to minimize damage to sound concrete. Impact angle shall be no more than 60 degrees to surface.
  - 3. Avoid abrupt changes in depth of removal.
- F. Prepare concrete surfaces in repair areas to have a minimum peak-to-valley surface roughness of approximately 1/4 inch, meeting the requirements of ICRI CSP 7. Achieve preparation using chipping hammers or by scarification.
- G. Notify Engineer and Owner's Representative of embedded electrical conduit encountered in removal areas. Proceed as directed by Engineer and Owner's Representative. Unless otherwise directed, remove abandoned conduit and wires in removal area.
- H. Inspect and sound concrete surfaces in and around removal areas. Remove additional unsound concrete. Sawcut or chip square new removal area perimeter as necessary.
- I. Sandblast clean surfaces of removal area, including vertical edges, to remove surface contaminants, loose pieces of concrete, and concrete that is bruised or micro-fractured and to roughen surfaces. Air blast clean removal area surfaces with dry, oil-free compressed-air jet.
- J. Inspect prepared concrete surfaces and remedy defects. Allow Engineer at least 48 hours to observe prepared surfaces prior to patch placement.

# 3.5 REINFORCEMENT PREPARATION

A. Leave existing reinforcing in place unless otherwise directed by Engineer.

- B. Notify Engineer of reinforcing bars that are incorrectly located or have less than 1/2 inch of concrete cover; are damaged or fractured; or have lost more than ten percent of their original cross-sectional area at any point. Engineer will determine remedial action.
- C. Sandblast clean exposed steel surfaces, including existing reinforcement and embedments, to SSPC-SP 6/NACE No. 3 finish, with minimal rust or concrete debris. Clean steel surfaces with dry, oil-free compressed-air jet. Exercise care to clean undersides of reinforcing bars. Protect tendon sheathing from damage during sandblasting.
- D. Inspect prepared steel surfaces and clean remaining contaminants. Allow Engineer at least 24 hours to observe prepared surfaces prior to coating steel.
- E. Apply two coats of corrosion-inhibiting material on exposed steel surfaces.
  - 1. Batch, mix, and apply material according to recommendations of material supplier.
  - 2. Exercise care to coat difficult-to-reach surfaces, such as undersides of reinforcing bars.
  - 3. Minimize spillage on concrete surfaces. Remove materials that will act as bond breaker by chipping or other means.
  - 4. Inspect coated steel surfaces and apply additional coats to uncoated or thinly-coated areas. Allow Engineer at least 24 hours to observe prepared coated surfaces prior to concrete placement.
- F. Install supplemental epoxy-coated reinforcement as directed by Engineer.
  - 1. Remove additional sound concrete to properly position bars with minimum clear concrete cover of 1 1/2 inches and full encasement by the replacement material; and to achieve specified lap splice length with existing bars.

# 3.6 INSTALLATION OF EPOXY-GROUTED STEEL DOWELS

- A. Remove and replace unsound concrete at dowel locations.
  - 1. Holes shall be dry-drilled using percussive tool. Other methods of drilling must be submitted to the Engineer for approval.
  - 2. Locate existing reinforcement with reinforcing bar locator and position holes to avoid existing reinforcement.
  - 3. Do not damage existing reinforcement.
  - 4. Make hole diameter at least 1/8 inch larger than dowel diameter, unless otherwise recommended by epoxy manufacturer.
  - 5. Remove epoxy from end of dowel, if present, to be epoxied into concrete.
- B. Clean holes with stiff brush and dry, oil-free compressed-air jet to remove loose concrete, dust, and debris. Repeat brushing and blowing out hole until dust-free air emanates from hole.
- C. Inject epoxy with tube into back of hole and fill hole to front, withdrawing tube to prevent entrapped air.
  - 1. Discard initial portion of epoxy according to manufacturer's directions. Change mixing tubes as recommended by the material manufacturer.
  - 2. Install sufficient material to completely fill annular space around dowel.
- D. Insert dowel to bottom of hole and secure in center of hole, perpendicular to surface, until epoxy has set.
- E. Promptly remove excess epoxy.

F. Apply two coats of corrosion-inhibiting material on exposed steel surfaces per Article 3.5 for dowels without shop applied epoxy coating.

# 3.7 NEW STEEL REINFORCEMENT

- A. General: Comply with CRSI Manual of Standard Practice for placing reinforcement
- B. Clean reinforcement of loose rust and mill scale, earth, ice and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Do not weld reinforcement unless specifically approved by Architect/Engineer.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges of adjoining sheets at least one mesh spacing plus 2 inches. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- G. Where directed by Architect/Engineer, coat new bars in accordance with requirements for existing reinforcing.
- H. Epoxy-Coated Reinforcement as directed by Architect/Engineer: Use epoxy coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D3963.

## 3.8 CLEANING

A. Remove and legally dispose of concrete and steel debris, sandblast materials, and excess materials.

# END OF SECTION 03 01 31

## SECTION 03 01 34 CONCRETE REPLACEMENTS

# PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes: Supply and placement of cast-in-place concrete for replacement applications, including formwork, reinforcement, concrete materials, mix design, batching procedures, placement procedures, finishes, and curing. Proprietary cementitious replacement materials are also included.
- B. Related Sections:
  - 1. Section 01 22 00 Unit Prices
  - 2. Section 03 01 01 Shoring
  - 3. Section 03 01 31 Concrete Removal and Surface Preparation

# 1.2 REFERENCES

- A. Definitions:
  - 1. Cementitious Materials: Portland cement alone or in combination with one or more of fly ash, silica fume, and other pozzolans, or slag cement.

## 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
  - 1. With Owner's Representative.
  - 2. With other trades:
    - a. To ensure that work done by other trades is complete and ready for concrete replacement Work.
    - b. To avoid or minimize work on, or in immediate vicinity of, concrete replacement Work in progress.
    - c. To ensure that subsequent work will not adversely affect completed concrete replacements.

## 1.4 SUBMITTALS

- A. Product Data: Manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and mixing and application or placement instructions.
  - 1. Include temperature ranges for storage and application of materials, and special coldweather application requirements or limitations.
  - 2. Include Globally Harmonized System (GHS) Safety Data Sheets or, if not yet available, Material Safety Data Sheets for information only.
- B. Design Mixes: For each concrete mix, including required test reports.
  - 1. Proportions of materials.
  - 2. Mill tests and certification for cement, fly ash, and slag cement. Certification for silica fume.
  - 3. Sieve analysis for fine and coarse aggregate.

- 4. Test results for deleterious substances in aggregates and potential aggregate reactivity.
- 5. Slump during laboratory tests.
- 6. Air content during laboratory tests.
- 7. Three-, seven-, and 28-day laboratory compression test results. Minimum three cylinders at each test age.
- 8. Indicate:
  - a. Amount of mix water to be withheld for later addition at Site.
  - b. Range of high-range, water-reducing admixture dosage that may be added at Site without adversely affecting hardened concrete.
- C. Field Quality Control: Batch tickets for ready-mix concrete.

# 1.5 QUALITY ASSURANCE

- A. Contractor Qualifications: Experienced firm that has successfully completed concrete replacement work similar in material, design, and extent to that indicated for the Project. Must have successful construction with specified materials in local area in use for minimum of five years.
  - 1. Employ foreman with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during the Work. Do not change foremen during the course of the Project except for reasons beyond the control of Contractor; inform Architect/Engineer in advance of any changes.
- B. Ready-Mix Supplier Qualifications: ASTM C94/C94M; Certification of Production Facilities and Delivery Vehicles by National Ready Mixed Concrete Association.
- C. Mockups: Construct mockup to demonstrate construction procedures, quality of Work, and aesthetic effects.
  - 1. Construct mock-up of at least one horizontal topside repair and one column repair, to illustrate acceptable formwork configuration and concrete placement without segregation or poor consolidation of material. Use equipment, materials, and procedures proposed for use on Project.
  - 2. Construct mockups on existing members, at locations designated by Architect/Engineer, under same weather conditions expected during Work. Provide access to mockup locations.
  - 3. Architect/Engineer will observe concrete removal and surface preparation work, prepared concrete removal areas, and installation of repair material. Notify Architect/Engineer and Owner's Representative at least seven days in advance of when mockups will be constructed.
  - 4. Photograph concealed portions of approved mockup before concealing, and retain photographs at Site.
  - 5. Sound surfaces after form removal to identify delaminations in repair and examine surfaces for evidence of segregation and poor consolidation..
  - 6. If Architect/Engineer or Owner's Representative determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved. Remove and replace mockups that are not approved.
  - 7. Approved mockups shall be maintained in undisturbed condition throughout Project as basis for acceptance of completed work and may become part of completed Work if undisturbed at time of Substantial Completion.
  - 8. Do not order materials or proceed with repair Work until mockups have been approved by Architect/Engineer and Owner's Representative.

## 1.6 WARRANTY

A. All concrete repairs shall be guaranteed for a period of two years after the completion of the Contract Work against all surface defects, delamination of the patch material from the substrate concrete, delamination within the patch material itself, and patch deterioration.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such manner as to prevent damage to materials or structure.
- B. Deliver, store, and handle reinforcing steel to prevent bending and damage.
  - 1. Avoid damaging reinforcement coating.
  - 2. Repair damaged reinforcement coating according to ASTM D3963/D3963M.
- C. For proprietary materials:
  - 1. Deliver materials to Site in original bags and containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
  - 2. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
  - 3. Store materials in original, undamaged bags or containers in a clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Manufacturer's standard packaging and covering is not considered adequate weather protection.
- D. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- E. Conspicuously mark damaged or opened bags or containers or bags or containers with contaminated materials, and remove from Site promptly.
- F. Remove materials that cannot be applied within stated shelf life from Site and replace with new materials.

## **1.8 PROJECT CONDITIONS**

- A. Verify existing dimensions and details prior to the start of concrete replacement Work. Notify Architect/Engineer of conditions found to be different than those indicated in the Contract Documents. Architect/Engineer will review situation and inform Contractor of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.

### 1.9 CHANGES IN WORK

A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.

1. Notify Architect/Engineer of conditions that may interfere with proper execution of the Work or jeopardize performance of the Work, prior to proceeding with the Work.

# PART 2 PRODUCTS

## 2.1 FORM MATERIALS

- A. Forms: Plywood, lumber, metal, plastic, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
  - 1. Use panels that will provide continuous, true, and smooth concrete surfaces.
  - 2. Furnish panels in largest practicable sizes to minimize number of joints.
  - 3. Do not use rust-stained, steel, form-facing material.
  - 4. For Smooth-Form Finish: Use form-facing material capable of producing smooth, uniform texture on concrete. Do not use form-facing materials with raised grain, torn surfaces, worn edges, dents, or other defects that will impair texture of concrete surface.
- B. Accessories:
  - 1. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 inch by 3/4 inch minimum.
  - 2. Form Ties: Factory-fabricated; removable or snap-off metal or glass-fiber-reinforced plastic form ties; designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
    - a. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of the exposed concrete surface.
    - b. Furnish ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.
  - 3. Form-Release Agent: Commercially-formulated form-release agent that will not bond with, stain, or adversely affect the concrete surface and will not impair subsequent treatments of the concrete surface.
    - a. Formulate form-release agent with rust inhibitor for steel, form-facing materials.

## 2.2 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of same brand from same manufacturer's plant, each aggregate from one source, and admixtures through one source from single manufacturer.
- B. Portland Cement: ASTM C150/C150M, Type I or II.
- C. Fly Ash: ASTM C618, Class F or C.
- D. Ground-Granulated Blast-Furnace Slag (GGBFS): ASTM C595.
- E. Silica Fume: ASTM C1240, amorphous silica.
- F. Aggregates: ASTM C33/C33M; from single source with documented record of at least ten years of satisfactory service using similar aggregates and cementitious materials in similar applications and service conditions.
  - 1. Coarse Aggregates: Uniformly graded; 3/8-inch nominal maximum size; Class 4S.
  - 2. Alkali Reactivity: Coarse and fine aggregates shall have expansion indicative of innocuous behavior; that is, less than 0.10 percent expansion after 16 days when tested according to ASTM C1260; or mitigating measures shall be included in concrete mix.

- a. Provide ASTM C1260 test results for aggregates proposed for use, performed within last year.
- b. If reported expansion is 0.10 percent or more at 16 days after casting, use mitigation measures shown to render innocuous results when tested according to ASTM C1260 or provide coarse and fine aggregates from a remote source, with expansion indicative of innocuous behavior when tested according to ASTM C1260. ASTM C1293 procedure may be substituted for ASTM C1260.
- G. Water: Potable.

# 2.3 ADMIXTURES:

- A. General: Admixtures certified by manufacturer to contain no more than 0.1 percent chloride ions and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
  - 1. Air-Entraining Admixture: ASTM C260/C260M.
  - 2. Water-Reducing Admixture: ASTM C494/C494M, Type A.
  - 3. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
  - 4. Water-Reducing and Accelerating Admixture: ASTM C494/C494M, Type E.
  - 5. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D

# 2.4 PROPRIETARY REPLACEMENT MATERIALS

- A. For Top Surface, Formed Vertical and Overhead Replacements: Pre-bagged concrete containing aggregate. Use one of the following or approved equal:
  - 1. MS-S10 Self-Consolidating Concrete manufactured by King Packaged Materials Company.
  - 2. Sikacrete 211 SCC manufactured by Sika Corporation.
- B. For Trowel-Applied Replacements Vertical and Overhead Surfaces: Polymer- or silica-fumemodified, cementitious, non-sag mortar that is specifically intended for this application. Only to be used at locations approved by Architect/Engineer. The patching mortar shall not be installed in layers and shall not be installed in depths exceeding 1 1/2 inches.
- C. Use one of the following or approved equal:
  - 1. MasterEmaco N 400 manufactured by BASF Construction Chemicals, LLC.
  - 2. SikaTop 123 Plus manufactured by Sika Corporation.
  - 3. Mapei Planitop X, by Mapei.
  - 4. SikaQuick VOH, by Sika Corporation.
- D. Do not use proprietary replacement materials that contain added gypsum.

## 2.5 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C171, white burlap-polyethylene sheet.
- B. Water: Potable.
- C. Membrane-Forming Curing Compound (for underside patches only): ASTM C309, Type 1; Solvent-borne; VOCs less than 350 g/L and legal limits compatible with new coating. Silicate materials shall not be used.

#### 2.6 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mixes or field-test data, according to ACI 301.
  - 1. Use qualified independent testing agency conforming to requirements of ASTM C1077 for preparing, testing, and reporting proposed mix designs for laboratory trial mix basis.
- B. Partial Depth and Full Depth Replacements: Proportion normal-weight concrete mix as follows:
  - 1. 28-day Compressive Strength: 5,000 pounds per square inch.
  - 2. Fly Ash or Slag Cement: Include 20 to 25 percent by mass of total cementitious materials, as cement replacement, unless otherwise approved.
  - 3. Silica Fume: Maximum 10 percent by mass of total cementitious materials, as cement replacement, unless otherwise approved.
  - 4. Maximum Water-Cementitious Materials Ratio, by weight: 0.40
  - 5. Slump: 4 inches maximum.
    - a. With High-Range, Water-Reducing Admixture:
      - 1) 2- to 4-inch slump prior to adding admixture.
      - 2) 8 inches maximum slump after admixture is added.
  - 6. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content of 6 (+/- 1.5) percent, unless otherwise indicated.
  - 7. Admixtures: Use admixtures according to manufacturer's written instructions.
    - a. Use water-reducing admixture. Alternately use high-range, water-reducing admixture (superplasticizer), as required, for placement and workability.
    - b. Use retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
    - Use calcium nitrite based corrosion Inhibiting admixture with a minimum dosage of 3 gal/ yd<sup>3</sup>
  - 8. Shrinkage: 600\_micro-strain maximum at 90 days when tested according to ASTM C157.
  - 9. Bond Strength: ASTM C1583/1583M, ICRI Guide for Using In-Situ Tensile Pull-off Tests to Evaluate Bond of Concrete Surface Materials; 175 pounds per square inch minimum, failure away from bond line; unless properly prepared substrate precludes achieving minimum strength.

#### 2.7 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI Manual of Standard Practice.

## PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting installation or performance of concrete replacements.
  - 1. Ensure that work done by other trades is complete and ready for concrete replacement Work.
  - 2. Verify that areas and conditions under which concrete replacement Work is to be performed permit proper and timely completion of the Work.
  - 3. Notify Architect/Engineer in writing of conditions which may adversely affect installation or performance of concrete replacements and recommend corrections.

- 4. Do not proceed with concrete replacement Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
- 5. Commencing concrete replacement Work constitutes acceptance of Work surfaces and conditions.

#### 3.2 PROTECTION

- A. Take precautions to ensure the safety of people, including building users, passers-by, and workmen, and protection of property, including adjacent building elements, landscaping, and motor vehicles.
- B. Install protection to prevent damage to existing roofing.
- C. Prevent construction debris and other materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
- D. Protect paving and sidewalks, and adjacent building areas from mechanical damage due to scaffolding and other equipment.
- E. Limit access to Work areas.
- F. Erect temporary protective canopies, as necessary, over walkways and at points of pedestrian and vehicular access that must remain in service during Work.
- G. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

# 3.3 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
  - 1. Limit abrupt or gradual concrete surface irregularities to ACI 347R Class A, 1/8 inch.
  - 2. Form openings, chases, offsets, keyways, reglets, blocking, screeds, and bulkheads required in Work. Determine sizes and locations from trades providing such items.
  - 3. Chamfer exterior corners and edges of permanently exposed concrete to match existing.
  - 4. Construct forms tight enough to prevent loss of concrete mortar.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, and recesses, for easy removal.
- D. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.
- E. Provide temporary openings for cleanouts and inspection ports where the interior area of the formwork is inaccessible. Close openings with panels tightly fitted to forms and securely

braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

- F. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris immediately before placing concrete.
- G. Retighten forms and bracing before placing concrete to prevent mortar leaks and maintain proper alignment.

#### 3.4 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support the weight of concrete, may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete, provided concrete is hard enough not to be damaged by form-removal operations and provided curing and protection operations are maintained.
- B. Leave formwork for beam soffits, joists, slabs, and other structural elements that support the weight of concrete in place until concrete has achieved at least 75 percent of its 28-day design compressive strength and a minimum of 7 days.
- C. Clean and repair surfaces of forms to be reused in the Work. Do not use split, frayed, delaminated, or otherwise damaged form-facing material, or patched forms, for exposed surfaces.

#### 3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI Manual of Standard Practice for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Do not weld reinforcement unless specifically approved by Architect/Engineer.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D3963/D3963M.

#### 3.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94/C94M, and furnish batch ticket information.
  - 1. Deliver concrete to Site and discharge within 90 minutes or before 300 revolutions of mixer drum, whichever comes first, after introduction of mix water. When air temperature is between 85 and 90 degrees F, reduce mixing and delivery time to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes. Due to the nature of the Work, trucks with short loads may be required. Concrete that exceeds the specified time limits shall be rejected.

- 2. Do not add water-reducing or high-range, water-reducing admixture indiscriminately to increase slump.
- 3. Introduce high-range, water-reducing admixture at the Site with additional mixing per the manufacturer's recommendations. Dosage must be approved by Architect/Engineer.
- 4. Reject concrete that arrives at the Site with a slump exceeding the maximum specified slump.
- B. Site Mixing: Measure, and mix concrete materials and concrete as recommended in ACI 546.4R-20 Guide for Job Site Quality Control and Quality Assurance of Cementitious Packaged Materials.
  - 1. Site mix pre-bagged, proprietary materials only.
  - 2. Develop batching and mixing operations so that quality control is assured.
  - 3. Designate one or two individuals to batch and mix concrete. Fully instruct these individuals on batching and mixing procedures. No other persons shall batch or mix concrete without prior notification to Architect/Engineer.
  - 4. If the weight of the packaged material is out of tolerance (more than 2 percent), contact the manufacturer for recommendations.
  - 5. Combine and mix ingredients to uniform consistency in accordance with the manufacturer's recommendations.

## 3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify the following:
  - 1. Installation of formwork, reinforcement, and embedded items is complete.
  - 2. Concrete surfaces and forms are clean of frost, ice, mud, debris, and water.
  - 3. Forms are thoroughly wetted or oiled.
  - 4. Reinforcement is securely tied in place and thoroughly cleaned of ice and other coatings that may reduce or destroy bond with concrete.
  - 5. Required inspections have been performed.
  - 6. Equipment for mixing and transporting concrete is clean.
  - 7. Vibrators are operational.
- B. Before sampling for testing and placing concrete, water may be added at Site, up to the amount allowed in the design mix.
  - 1. Do not add water after adding high-range, water-reducing admixture.
- C. For top surface and full depth repair areas where new concrete will be cast against existing concrete surfaces, wet existing surface at least 2 hour prior to placement. Prior to placing concrete, remove standing or flowing water with compressed air and allow existing concrete surface to dry to saturated, surface-dry condition with no visible water on the surface. Do not allow water to puddle.
- D. For proprietary repair materials, cast new concrete against existing concrete surfaces prepared according to recommendations of repair material manufacturer.
- E. Convey concrete from the mixer to the place of deposit in a manner such that no segregation or loss of materials occurs.
- F. Deposit concrete:
  - 1. Place concrete as near as possible to its final position to avoid segregation due to re-handling or flowing.

- 2. Do not allow concrete to fall a vertical distance from the point of discharge to the point of deposit that will cause segregation of materials.
- 3. Do not allow concrete to disturb or displace reinforcing bars, floor drains, or other embedments.
- 4. Place concrete at a rate so that the concrete is plastic and flows readily into corners of forms and into spaces around reinforcing bars.
- 5. Place concrete continuously until the replacement volume or section is completed, with no cold joints.
- 6. Dispose of concrete that has partially set prior to placement or that has been contaminated by foreign material.
- G. Consolidate concrete with mechanical vibrating equipment, so that the concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 1. Use internal vibrators with minimum speed of 7,000 vibrations per minute and that are sufficiently narrow to fit into spaces between reinforcing bars, formwork, and existing concrete. Have extra vibrators at the Site in case a vibrator does not work.
  - 2. Do not use vibrators to transport concrete.
  - 3. Insert and withdraw vibrators vertically at uniformly spaced locations no farther apart than the visible effectiveness of the vibrator.
  - 4. At each insertion, limit the duration of the vibration to the time necessary to consolidate the concrete without causing mix constituents to segregate.
- H. Cold-Weather Placement: Protect concrete Work from physical damage or reduced strength due to frost, freezing, or low temperatures. Comply with ACI 306R and as follows.
  - 1. When the air temperature has fallen or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at the point of placement. Mix water and aggregates together before adding cement. Do not add cement if the temperature of the water/aggregate mixture exceeds 70 degrees F.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix design.
- I. Hot-Weather Placement: Protect concrete Work from physical damage or reduced strength due to rapid evaporation or overheating of concrete. Refer to Fig. 2.1.5 in ACI 305R for hot-weather conditions that may adversely affect concrete placement, finishing, and curing. Do not allow the temperature of the concrete at the time of placement to exceed 90 degrees F. When hot-weather conditions exist, use one or more of the following procedures:
  - 1. Place concrete at night or early in morning.
  - 2. Cool ingredients before mixing to maintain the concrete temperature below 90 degrees F at the time of placement. Chilled mixing water or chopped ice may be used to control the temperature; include the water equivalent of the ice in the mixing water quantity. Use liquid nitrogen to cool the concrete at Contractor's option.
  - 3. Cover steel reinforcement with water-soaked burlap so the steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
  - 4. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep the subgrade moisture uniform without standing water, soft spots, or dry areas.
  - 5. Provide windbreaks or sunshades, or both.

#### 3.8 FINISHING TOP SURFACES

- A. Float and broom finish top surfaces.
  - 1. Float finish: Consolidate the surface with a power-driven float or by hand floating if the area is small or inaccessible to a power driven float. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until the surface is left with uniform, smooth, granular texture.
  - 2. Medium-Broom Finish: Apply medium-broom finish, perpendicular to traffic flow, on top surfaces subjected to vehicular or pedestrian traffic.
  - 3. Do not wet concrete surfaces or add cement.
- B. For large top partial depth and full-depth slab repair areas, finish and measure the surface so that the gap at any point between the concrete surface and an unleveled, freestanding, 10-foot-long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed 1/4 inch. Slope concrete to prevent puddles and to align with adjacent surfaces.
- C. At the tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.
- D. Hot-Weather Conditions: Fog the surface with water if hot, dry, or windy conditions cause moisture loss approaching 0.2 pounds per square foot per hour before or during finishing operations.

#### 3.9 FINISHING FORMED SURFACES

A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and fill tie holes and defective areas with mortar or concrete. Remove fins and other projections exceeding 1/8 inch in height. Do not apply rubbed finish to smooth-formed finish.

## 3.10 CONCRETE CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Maintain concrete above 55 degrees F and in a moist condition for at least seven days after placing.
- B. Unformed Top Surfaces: Begin curing immediately after finishing concrete. Use moisture-retaining cover.
  - 1. Place cover in widest practicable width, with sides and ends lapped at least 12 inches.
  - 2. Seal sides and ends of cover by holding down with soil, concrete pieces, or some other weight, or by using waterproof tape or adhesive.
  - 3. Immediately repair holes or tears in cover during curing period, using cover material and waterproof tape.
  - 4. Re-wet concrete surface at least twice daily or as necessary to keep the concrete surface moist.
- C. Unformed Overhead Surfaces: Begin curing immediately after form removal.
  - 1. Apply a curing compound uniformly in a continuous operation by power spray or roller according to the manufacturer's written instructions and at twice the recommended coverage rate.

- 2. Recoat areas subjected to heavy rainfall within three hours after initial application.
- 3. Maintain the continuity of the coating and repair damage during curing period.
- D. In cold weather, protect concrete from falling below 55 degrees F with insulating blankets or heated enclosures vented to the outside. If used, vent heaters to outside of the enclosure around the concrete replacement.

#### 3.11 PROPRIETARY REPLACEMENT MATERIALS

A. Measure, batch, mix, place, finish, and cure per manufacturer's recommendations.

#### 3.12 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair defective areas designated by Architect/Engineer. Remove and replace concrete that cannot be repaired to Architect/Engineer's satisfaction.
- B. Surface defects on exposed surfaces include:
  - 1. Voids, such as spalls, air bubbles, honeycomb, rock pockets, and form-tie voids, more than 1/4 inch in any dimension in solid concrete but not less than 1/2 inch deep.
  - 2. Cracks at least 0.01 inch wide. Notify Architect/Engineer of cracks that penetrate through section.
  - 3. Fins and other projections exceeding 1/8 inch.
- C. Verify that concrete curbs, expansion joints, and transitions from one surface plane to another (inside and outside corners) are cleanly formed and free of broken edges and excess concrete.
- D. Repair defects on concealed surfaces that affect concrete's durability and structural performance as determined by Architect/Engineer.
- E. As soon as possible, cut out spalls, air bubbles, honeycombs, rock pockets, and voids. Make edges of cuts perpendicular to concrete surface. Clean voids and fill with repair mortar according to the manufacturer's recommendations. Use polymer- or silica fume-modified, cementitious, non-sag mortar that is specifically intended for this application. Use one of the following or approved equal:
  - 1. MasterEmaco N 420 manufactured by BASF Construction Chemicals, LLC.
  - 2. SikaTop 123 Plus manufactured by Sika Corporation.
- F. If requested by Engineer, fill cracks with high-molecular-weight methacrylate, or low-viscosity methyl methacrylate or epoxy. Use one of the following or approved equal:
  - 1. Concrete Protector & Restorer CP&R 5741 Hi Mod Low Odor or 5742LO Low Mod manufactured by 3M.
  - 2. MasterSeal 630 manufactured by BASF Construction Chemicals, LLC.
  - 3. SikaPronto 19 TF manufactured by Sika Corporation.
- G. After concrete has gained sufficient strength to be unaffected by grinding, grind off fins, other projections, and high areas.
- H. Repair materials and installation not specified above may be used if approved by Architect/Engineer.

#### 3.13 FIELD QUALITY CONTROL

- A. Submit batch tickets for ready-mix concrete.
- B. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials and perform tests during concrete placement.
- C. Provide:
  - 1. Access to Work.
  - 2. Materials for sampling.
  - 3. Site facilities for sampling, testing, and storage of materials.
  - 4. Incidental labor.
- D. Testing Services: Sampling and testing of composite samples of fresh concrete shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample of each concrete mix for each day's pour.
  - 2. Take samples from transport vehicle or mixer during discharge according to ASTM C172. Take samples at other locations if directed by Architect/Engineer.
  - 3. Slump: ASTM C143/C143M; one test for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change. If high-range, water-reducing admixture is used, perform one test prior to adding admixture.
  - 4. Air Content: ASTM C231/C231M; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 5. Concrete Temperature: ASTM C1064/C1064M; one test for each composite sample; and one test hourly when air temperature is 40 degrees F and below or 80 degrees F and above.
  - 6. Unit Weight: ASTM C567; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 7. Compression Test Specimens: ASTM C31/C31M.
    - a. Cast four standard cylinder specimens for each composite sample, immediately after sample is taken. Store specimens at the Site for at least 16 hours at a temperature of 60 to 80 degrees F. Provide a temperature-controlled box or other enclosure if necessary. After at least 16 hours, but not more than 30 hours, transport the specimens to the laboratory and air cure at 73 degrees F and 50 percent relative humidity.
    - b. If requested by Architect/Engineer, take three additional cylinder specimens and field cure in the vicinity of the area that they represent and in the same manner as that portion of the structure.
  - 8. Compressive-Strength Tests: ASTM C39/C39M.
    - a. Test one laboratory-cured specimen at seven days and two at 28 days. Hold the fourth specimen in reserve in case additional testing is required.
    - b. Test one field-cured specimen at three days and two at 28 days.
  - 9. Test results shall be reported in writing to Owner's Representative, Architect/Engineer, concrete supplier, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain:
    - a. Name of concrete testing and inspecting agency.
    - b. Project identification name.
    - c. Date of concrete placement.
    - d. Specific location of concrete batch in Work.

- e. Concrete mix number, design compressive strength at 28 days, design slump range, and design air content range.
- f. Specimen number, cylinder size, dates of compression tests, compressive breaking strengths and types of break for seven- and 28-day tests, and measured slump, air content, and air and concrete temperatures.
- g. Statement that indicates whether test results are in conformance with Specifications.
- 10. Concrete strength is satisfactory if the average of two 28-day compressive-strength tests in each set of specimens equals or exceeds the specified 28-day compressive strength and neither test value is more than 500 pounds per square inch less than the specified 28-day strength.
- 11. If any seven-day compressive-strength test result is less than 75 percent of the specified 28-day compressive strength, submit revised mix design data for concrete that will conform to Specifications.
- 12. When the compressive strength of field-cured specimens is less than 85 percent of the companion laboratory-cured cylinders, evaluate operations and provide corrective procedures for protecting and curing the in-place concrete. Pay the cost of sampling and testing non-conforming field-cured specimens. Owner will pay the cost of sampling and testing conforming field-cured specimens.
- 13. Non-Conforming Concrete:
  - a. If tests indicate that concrete is not in conformance with the Specification, remove and replace non-conforming concrete or perform additional testing, acceptable to Architect/Engineer, to verify conformance with the Specification, at no cost to Owner.
  - b. Procure core samples in accordance with ASTM C42/C42M.
  - c. If tests indicate that the slump, air entrainment, or other requirements have not been met, examine core samples petrographically, according to ASTM C856, to evaluate hardened concrete characteristics.
  - d. If compressive-strength tests do not meet the acceptance requirements, procure three core samples from each portion of the structure represented by the unsatisfactory tests, and test in compression. The strength of concrete in the area represented by core tests is satisfactory if the average of three compressive strength tests equals or exceeds 85 percent of the specified 28-day compressive strength and no compressive-strength test value is less than 75 percent of the specified 28-day compressive strength. If strength acceptance criteria are not met, remove and replace non-conforming concrete areas at no cost to Owner.
  - e. Perform additional inspection and testing, at no cost to the Owner, to determine the compliance of replaced or additional work with the specified requirements.
- E. Chain drag or hammer tap concrete replacements to locate delaminations. Remove and recast delaminated replacements at no cost to Owner.

# 3.14 CLEANING

- A. At the end of each workday, clean the Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- B. After completing the concrete replacement Work:
  - 1. Clean soiling from adjacent surfaces. Exercise care to avoid scratching or damage to surfaces.
  - 2. Repair surfaces stained, marred, or otherwise damaged during concrete replacement Work.

3. Clean up debris and surplus materials and remove from Site.

# END OF SECTION 03 01 34

#### SECTION 03 37 13

#### SHOTCRETE

#### PART 1 GENERAL

#### 1.1 SUMMARY

A. Section Includes: Supply and installation of shotcrete applied by wet-mix or dry-mix process, including shotcrete materials and batching, placement, finishing, and curing procedures.

#### 1.2 RELATED SECTIONS:

A. Section 03 01 31 - Concrete Removal and Surface Preparation

#### 1.3 REFERENCES

- A. Definitions:
  - 1. Shotcrete: Mortar or concrete pneumatically projected onto surface at high velocity.
  - 2. Wet-Mix Shotcrete: Shotcrete with ingredients, including water, mixed before introduction into delivery hose. Accelerator, if used, is usually added at nozzle.
  - 3. Dry-Mix Shotcrete: Shotcrete with most of water added at nozzle.
  - 4. Rebound: Shotcrete material which ricochets off receiving surface.
- B. Reference Standards: Latest edition as of Specification date.
  - 1. American Concrete Institute (ACI).
    - a. 305R: Guide to Hot Weather Concreting.
    - b. 306R: Guide to Cold Weather Concreting.
    - c. 506.2: Specification for Shotcrete.
  - 2. ASTM International.
    - a. A820: Standard Specification for Steel Fibers for Fiber-Reinforced Concrete.
    - b. C33M: Standard Specification for Concrete Aggregates.
    - c. C42: Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
    - d. C94: Standard Specification for Ready-Mixed Concrete.
    - e. C150: Standard Specification for Portland Cement.
    - f. C171: Standard Specification for Sheet Materials for Curing Concrete.
    - g. C309: Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
    - h. C1064: Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
    - i. C1077: Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
    - j. C1116: Standard Specification for Fiber-Reinforced Concrete.
    - k. C1140: Standard Practice for Preparing and Testing Specimens from Shotcrete Test Panels.
    - 1. C1141: Standard Specification for Admixtures for Shotcrete.
    - m. C1218: Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
    - n. C1240: Standard Specification for Silica Fume Used in Cementitious Mixtures.
    - o. C1436: Standard Specification for Materials for Shotcrete.

# 1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each shotcrete mix, include:
  - 1. Statement of intended use for mix and mix identification designation.
  - 2. Sources and proportion of materials, including admixtures added at nozzle.
  - 3. Mill test certificates for cement and fly ash.
  - 4. Sieve analysis for fine and coarse aggregate.
  - 5. Test results for deleterious substances in aggregates and potential aggregate reactivity.
  - 6. Mixing and placement method.
  - 7. Air content during laboratory tests. Include air content before shooting and expected air content after shooting.
  - 8. 7- and 28-day laboratory compression test results. Minimum 3 cores from test panels at each test age.
- C. Shotcrete Subcontractor Qualifications:
  - 1. Evidence that Subcontractor's existing company has minimum 5 years of continuous experience in similar shotcrete work; list of at least 5 representative, successfully-completed projects of similar scope and size, including:
    - a. Project name.
    - b. Owner's name.
    - c. Owner's Representative name, address, and telephone number.
    - d. Description of work.
    - e. Project supervisor.
    - f. Total cost of shotcrete work and total cost of project.
    - g. Completion date.
  - 2. Similar project lists for foreman and nozzlemen.
  - 3. ACI certification for nozzlemen.

## 1.5 QUALITY ASSURANCE

- A. Shotcrete Subcontractor Qualifications: Experienced firm that has successfully completed shotcrete work similar in material, design, and extent to that indicated for Project. Must have successful construction with specified materials in local area in use for minimum of 5 years.
  - 1. Employ foreman with minimum 5 years of experience as foreman on similar projects and as certified shotcrete nozzleman to be on Site at all times during shotcrete Work. Do not change foremen during course of Project except for reasons beyond control of Subcontractor; inform Architect/Engineer in advance of any changes.
  - 2. Employ nozzlemen with:
    - a. ACI certification for shotcrete procedure and repair positions to be used.
    - b. Minimum 3 years of experience on similar projects.
    - c. Acceptable visual grading on mockup test panels.
  - 3. Employ equipment operators and blow men with minimum 6 months of apprenticeship on similar projects.
- B. Mockups: Before installing shotcrete, produce test panels and test shotcrete specimens in accordance with ASTM C1140, to verify quality of installed shotcrete, to demonstrate aesthetic effects, and to set quality standard for installation.
  - 1. Produce test panels by each nozzleman for each design mix, shooting orientation, and required finish, using equipment and personnel selected for job.

2. Test panels shall be minimum 24 inches by 24 inches by 3 1/2 inches and shall include reinforcement similar to that in members being repaired.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such manner as to prevent damage to materials and structure.
- B. Deliver materials to Site in original, unopened bags and containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- C. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, and installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
- D. Store materials in original, undamaged bags or containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Manufacturer's standard packaging and covering is not considered adequate weather protection.
- E. Store aggregate stockpiles in manner to avoid segregation or contamination with foreign matter or other aggregates. Store away from normal drainage paths and cover with canvas or plastic if necessary to keep dry.
- F. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- G. Conspicuously mark damaged or opened bags or containers or bags or containers with contaminated materials, and remove from Site as soon as possible.

#### 1.7 **PROJECT CONDITIONS**

- A. Verify existing dimensions and details prior to start of shotcrete Work. Notify Architect/Engineer of conditions found to be different than those indicated in Contract Documents. Architect/Engineer will review situation and inform Contractor of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Handle and install materials in strict accordance with safety requirements required by manufacturer, Material Safety Data Sheets, and local, state, and federal rules and regulations. Maintain Material Safety Data Sheets with materials in storage area and available for ready reference on Site.
- D. Maintain adequate ventilation during preparation and placement of shotcrete.

#### 1.8 CHANGES IN WORK

A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with Contract Documents. Such conditions may interfere with Work and may consist of damage or deterioration of substrate or surrounding materials that could jeopardize integrity or performance of Work.

B. Notify Architect/Engineer of conditions that may interfere with proper execution of Work or jeopardize performance of Work prior to proceeding with Work.

## PART 2 PRODUCTS

#### 2.1 SHOTCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of same brand from same manufacturer's plant, each aggregate from one source, and each admixtures from the same manufacturer.
- B. Portland Cement: ASTM C150, Type I or II.
- C. Silica Fume: ASTM C1240, amorphous silica.
- D. Normal-Weight Aggregates: ASTM C33; from single source with documented record of at least 10 years of satisfactory service using similar aggregates and cementitious materials in similar applications and service conditions; free of salt and organic impurities; with gradation conforming to ASTM C1436, Grading No. 1
- E. Synthetic Fibers: ASTM C1116, Type III; fibrillated polypropylene fibers engineered and designed for use in shotcrete; not less than 1 inch long.
- F. Water: Potable.

# 2.2 ADMIXTURES

- A. General: C1141, Class A or B; subject to acceptance by Architect/Engineer.
  - 1. Do not use calcium chloride or admixtures that contain more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 2. Certify chloride contents of admixtures and compatibility of admixtures with each other and with other cementitious materials.
- B. Additive: Gun-Rite HP, manufactured by J. E. Tomes & Associates, Blue Island, IL or approved equal can be used as prepackaged admixture.

#### 2.3 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C171, white burlap-polyethylene sheet.
- B. Water: Potable.
- C. Membrane-Forming Curing Compound: ASTM C 309, Type 1, Solvent-borne, acrylic material. Wax-based or silicate materials shall not be used. Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Burke Spartan Cote V. O. C.; Edoco.
  - 2. Dress & Seal 30; L&M Construction Chemicals, Inc.
  - 3. MasterKure CC 300 SB; BASF Corporation Construction Systems.

# 2.4 SHOTCRETE MIXES

- A. Prepare design mixes for each type and strength of shotcrete, determined by field test data and according to ACI 211.1 and ACI 301. Proportion mixtures as follows:
  - 1. Minimum 28-day Compressive Strength: 4,300 pounds per square inch (psi) for drilled core specimens, 1-1/2-inch minimum diameter by 3 inch long. 5,000 pounds per square inch (psi) for sawn 3-inch cube specimens.
  - 2. Minimum 7-Day Compressive Strength: 3,200 pounds per square inch (psi) for drilled core specimens, 1-1/2-inch minimum diameter by 3 inch long. 3,800 pounds per square inch (psi) for sawn 3-inch cube specimens.
  - 3. Air entrainment: 4 to 6 percent in place, 5 to 8 percent at the mixer.
  - 4. Silica Fume: 5 to 10 percent by weight of portland cement.
  - 5. Synthetic Fibers: 8.5 to 15 pounds per cubic yard; uniformly dispersed in shotcrete mixture.
  - 6. Gun-Rite HP at dosage recommended by manufacturer.
  - 7. No chlorides shall be intentionally introduced into shotcrete mix.
    - a. Water-soluble Chloride Ion Content in Hardened Shotcrete: ASTM C1218; 0.15 percent by weight of cementitious materials maximum.
- B. Design Mix Adjustments: Propose adjustments to design mix as necessary when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant.

# PART 3 EXECUTION

## 3.1 SAMPLES AND MOCK-UPS OF SHOTCRETE

- A. Contractor to perform samples and field mock-ups for each type of repair to be performed as required above.
- B. The concrete materials and finishing techniques shall be such as to create a surface and appearance that matches the finish, texture, and appearance of adjacent existing concrete.
- C. Produce test panels and test shotcrete specimens in accordance with ASTM C1140, to monitor quality of shotcrete during mock-ups.
- D. No work shall proceed until review and approval of samples and mock-ups.

## 3.2 SHOTCRETE EQUIPMENT

- A. Mixing Equipment: Capable of thoroughly mixing shotcrete materials in sufficient quantities to maintain continuous placement.
- B. Wet-Mix Delivery Equipment:
  - 1. Capable of discharging aggregate-cement-water mixture accurately, uniformly, and continuously at velocities that apply materials to prepared surface with minimum rebound and maximum adherence and density.
  - 2. Provide uniform, steady supply of clean, compressed air to maintain constant nozzle velocity while simultaneously operating blow pipe for cleaning away rebound.
  - 3. Use pump with metering equipment to monitor and control rate of admixtures added at nozzle.
- C. Dry-Mix Delivery Equipment:

- 1. Capable of discharging aggregate-cement mixture into delivery hose under close control and maintaining continuous stream of uniformly mixed materials at required velocity to discharge nozzle.
- 2. Discharge nozzle equipped with manually-operated water-injection system for supplying even flow of water to aggregate-cement mixture.
- 3. Provide uniform, steady supply of clean, compressed air to maintain constant nozzle velocity while simultaneously operating blow pipe for cleaning away rebound.
- 4. Provide water supply with uniform pressure at discharge nozzle to ensure uniform mixing with aggregate-cement mix. Provide water pump with system if line water pressure is inadequate.

#### 3.3 PREPARATION

- A. Prepare unsound concrete removal areas and exposed concrete and steel surfaces to receive shotcrete as specified in Section 03 01 31.
- B. Supply and install epoxy-grouted dowels as specified in Section 03 01 31.

## 3.4 BATCHING AND MIXING SHOTCRETE

- A. Site Mixing: Measure, batch, and mix shotcrete materials and shotcrete according to ASTM C94.
  - 1. Develop batching and mixing operations so that quality control is assured.
  - 2. Designate 1 or 2 individuals to batch and mix shotcrete. Fully instruct these individuals on batching and mixing procedures. No other persons shall batch or mix shotcrete without prior notification to Architect/Engineer.
  - 3. Maintain accurate mix proportions. Batch materials by weight on basis of whole bags of cement. Maintain calibrated scale at Site during shotcrete placement operations. Batching by volume is permitted if weight-volume relationship for each material is verified on daily basis, and aggregate moisture content is measured at least once daily and aggregate volume is adjusted for bulking.
  - 4. Incorporate admixtures into mix in manner recommended by manufacturer and approved by Architect/Engineer. Measure with accuracy of +/-3 percent. Add each admixture separately.
  - 5. Combine and mix ingredients to uniform consistency.
  - 6. Mix shotcrete materials in appropriate drum or paddle type batch machine mixer.
    - a. For mixer capacity of 1 cubic yard or smaller, mix at least 1 1/2 minutes, but not more than 5 minutes after ingredients are in mixer.
    - b. For mixer capacity larger than 1 cubic yard, increase mixing time by 15 seconds for each additional 1 cubic yard.
    - c. Provide sufficient number of mixers, including reserve mixers, so that shotcrete placement operations will proceed uninterrupted and each patch is completed before patch shotcrete achieves initial set.

## 3.5 SHOTCRETE PLACEMENT

A. Areas prepared for shotcrete repair will be reviewed and approved by Architect/Engineer prior to shotcrete placement. Notify Architect/Engineer at least 48 hours in advance of shotcrete placement.

- B. Install protective coverings and other means to protect adjacent surfaces from rebound and overspray, and from impact from nozzle stream.
- C. Provide safe, stable platform that permits nozzleman unobstructed access to and clear visibility of shotcreting area. Provide supplemental lighting as necessary.
- D. Wet and damp dry existing surfaces to obtain saturated-surface-dry condition immediately before placing shotcrete to prevent excessive moisture absorption from shotcrete and improve bond. Layer surfaces should be saturated-surface-dry before placing subsequent layers.
- E. Apply shotcrete to completely fill removal cavities with dense, sound shotcrete.
  - 1. Apply within 90 minutes after batching. Do not place shotcrete if drying or stiffening of mix takes place prior to delivery to nozzle.
  - 2. Apply first in corners, recesses, and other areas where rebound and overspray cannot easily escape.
  - 3. Hold nozzle approximately perpendicular to receiving surface. At corners, direct nozzle at approximately 45-degree angle or bisect corner angle.
  - 4. Maintain reinforcement in position during shotcreting. Place shotcrete to completely encase reinforcement and other embedded items. Maintain steel reinforcement free of overspray and prevent buildup against front face during shotcreting.
  - 5. Remove with blow pipe and dispose of rebound and overspray materials during shotcreting to maintain clean surfaces and prevent rebound entrapment. Do not re-use rebound or previously expended material.
  - 6. Deposit shotcrete in minimum number of layers required to build up full thickness of shotcrete without sagging, sloughing, or dislodging. Cut out and replace shotcrete that sags or sloughs.
    - a. Broom or scrape shotcrete with trowel once lift has reached initial set to provide roughened surface and to remove rebound and overspray.
    - b. Do not apply curing compound or other bond breaking material to surfaces that will receive additional layer of shotcrete.
    - c. Do not place subsequent lifts until previous lift of shotcrete is capable of supporting new shotcrete.
    - d. Before placing subsequent layer, sound layer surface with hammer and remove hollow areas resulting from rebound pockets or lack of bond.
    - e. Do not allow shotcrete that is to receive additional layer to reach final set.
    - f. If shotcrete surface to receive additional shotcrete reaches final set, delay surface preparation by at least 24 hours, at which time surface shall be prepared by sandblasting in accordance with Section 03 01 31.
  - 7. Remove hardened overspray, rebound, and laitance from shotcrete surfaces to receive additional layers of shotcrete; dampen surfaces before shotcreting.
  - 8. Apply shotcrete slightly above finished edges of adjacent concrete.
  - 9. If there is delay between applying layers or before commencing finishing operations, temporarily cover shotcrete with clear or white polyethylene film or similar plastic sheeting with minimum thickness 4 mils, to retard early drying.
- F. Do not disturb shotcrete surfaces before beginning finishing operations.
- G. Environmental Conditions:
  - Cold-Weather Shotcreting: Protect shotcrete from physical damage or reduced strength caused by frost, freezing, or low temperatures, according to ACI 306R and as follows:
     a. Do not use frozen materials or materials containing ice or snow.

- b. Do not place shotcrete on frozen surfaces or surfaces containing frozen materials.
- c. Do not use calcium chloride, salt, or other materials containing antifreeze agents.
- d. Discontinue shotcreting when ambient temperature is 40 degrees F and falling. Uniformly heat water and aggregates before mixing to obtain shotcrete shooting temperature of not less than 50 degrees F and not more than 90 degrees F.
- 2. Hot-Weather Shotcreting: Protect shotcrete from physical damage or reduced strength caused by hot-weather conditions or high temperatures, according to ACI 305R and as follows:
  - a. Cool ingredients before mixing to maintain shotcrete temperature at time of placement below 90 degrees F.
  - b. Reduce temperature of reinforcing steel and receiving surfaces below 100 degrees F before shotcreting.
- 3. Do not apply shotcrete during periods of high wind which could interfere with shotcrete stream, unless suitable enclosures or wind breaks are installed.

#### 3.6 SURFACE FINISHES

- A. Screed Finish: After shotcrete has stiffened to point where surface will not pull or crack when screeded, trim excess material with rod or trowel to true line.
- B. The finished surfaces shall retain the original architectural form provided 1 in. of clear cover (minimum) exists over the reinforcing bars. Under the direction of the Engineer, repair areas shall be built-up as required to maintain the minimum 1 in. clear cover over the reinforcing bars. Partial forming of edges and corners with multiple passes of shotcrete shall be provided as directed by the Engineer.

#### 3.7 SHOTCRETE CURING

- A. General: Protect freshly placed shotcrete from premature drying and excessive cold or hot temperatures. Maintain above 55 degrees F and in moist condition for at least 7 days after placing.
- B. Unformed Overhead Surfaces: As soon as free water has disappeared from shotcrete surface, apply curing compound uniformly in continuous operation by power spray or roller according to manufacturer's written instructions and at twice recommended coverage rate. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
- C. Protect concrete from falling below 55 degrees F with insulating blankets or heated enclosures.
- D. No traffic shall be permitted on the slab during the shotcreting work or until the shotcrete has reached 90 percent of its specified 28 day strength, but not less than 3 days.

## 3.8 REPAIR OF DEFECTIVE SHOTCRETE

- A. Defective Shotcrete:
  - 1. Does not pass specified tests;
  - 2. Debonded or delaminated;
  - 3. Exhibits laminations, voids, or sand/rock pockets exceeding limits for specified core grade of shotcrete; or
  - 4. Contains cracks or crazing in excess of 0.01 inches wide or that penetrate to reinforcement;

- B. Remove and replace defective shotcrete at no cost to Owner.
  - 1. Remove unsound and loose materials, and contaminants that may inhibit bond of shotcrete repairs.
  - 2. Chip or scarify areas to be repaired to extent necessary to provide sound substrate and to minimum specified patch depth.
  - 3. Cut or chip edges square and 1/2 inch deep at perimeter of removal area, tapering remaining shoulder at 1:1 slope into cavity to eliminate square shoulders.
  - 4. Prepared areas will be reviewed and approved by Architect/Engineer prior to placement of repair material. Do not proceed with placement of repair material until prepared areas have been approved by Architect/Engineer.
  - 5. Dampen surfaces and apply repair material. Use 1 of following or approved equal:
    - a. Shotcrete: Place, finish, and cure per this Section.
    - b. Polymer- or silica fume-modified, cementitious, non-sag mortar that is specifically intended for this application; use 1 of following or approved equal:
      - 1) MasterEmaco N 400 manufactured by BASF Corporation Construction Systems.
      - 2) SikaTop 123 Plus manufactured by Sika Corporation.
  - 6. Engage Owner's testing agency to perform additional tests on shotcrete repairs in accordance with Paragraph 3.9. Pay costs associated with testing shotcrete repairs.
- C. Repair core holes from in-place testing with polymer- or silica fume-modified, cementitious, non-sag mortar.

#### 3.9 FIELD QUALITY CONTROL

- A. Owner will engage qualified independent testing agency, conforming to requirements of ASTM C1077 and acceptable to Architect/Engineer, to perform quality control testing and inspections.
- B. Test Panels: Produce test panels and test shotcrete specimens in accordance with ASTM C1140, to monitor quality of shotcrete.
  - 1. Produce one test panel daily by each nozzleman for each design mix for each shooting orientation. Clearly label test panels with date placed, nozzleman, and portion of structure represented.
  - 2. Test panels shall be minimum 24 inches by 24 inches by 3 1/2 inches and shall include reinforcement similar to that in members being repaired.
  - 3. Cover and tightly wrap test panels with plastic, or store in moist room, until testing.
  - 4. Testing agency will obtain 3 specimens for compression testing and 3 specimens for visual grading from each test panel immediately prior to testing. Specimens will be cores, minimum 1 1/2 inch diameter by 3 inches long, or cubes minimum 3 inches on side. Specimens for compression testing will not include reinforcement, and specimens for visual grading will include reinforcement.
    - a. Test 3 specimens for compressive strength at 7 days, in accordance with ASTM C42.
      - 1) Strength is acceptable if mean of 7-day test results is at least specified compressive strength with no individual test result more than 500 pounds per square inch less than specified compressive strength.
      - 2) If compressive strength does not satisfy criteria, revise mix design and test additional test panels. Shotcrete Work represented by unacceptable test results will be rejected unless testing of specimens of in-place shotcrete is performed at 28 days and above requirements are satisfied for specified 28-day compressive strength
    - b. Visually inspect each set of reinforced shotcrete cores taken from test panels and determine mean core grades according to ACI 506.2.

- 1) Shotcrete is unacceptable if mean grade is 2.5 or more, or if individual specimen grade is greater than 3.
- 2) If grading is unacceptable, produce and inspect second set of test panels. If grading of second set of test panels is unacceptable, nozzleman shall not be permitted to shoot on Project.
- C. Air Content: ASTM C173, volumetric method, or ASTM C231, pressure method; one test for each set of compressive-strength specimens, measured before pumping.
- D. Shotcrete Temperature: ASTM C1064; one test for each set of compressive-strength specimens, and one test hourly when air temperature is 40 degrees F and below or 80 degrees F and above.
- E. Test results shall be reported in writing to Owner's Representative, Architect/Engineer, and shotcrete Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain:
  - 1. Name of testing and inspecting agency.
  - 2. Project identification name.
  - 3. Date of shotcrete placement.
  - 4. Shotcrete mix proportions and design compressive strengths at 7 and 28 days, and design air content range.
  - 5. Specimen number and size, date tested, compressive breaking strengths and types of breaks, visual core grades, and measured air content and air and concrete temperatures.
  - 6. Statement that shotcrete test results are in accordance with Specifications.
- F. Architect/Engineer or Owner's Representative may perform destructive and non-destructive testing to detect voids in shotcrete. Owner will pay for initial testing. If substantial voids are found, Contractor will pay for subsequent tests.
- G. In-Place Shotcrete:
  - 1. At locations designated by Architect/Engineer, obtain set of 3 unreinforced cores from repair areas, visually grade cores according to ACI 506.2, and test cores for compressive strength according to ASTM C42. Do not cut steel reinforcement.
  - 2. If visually grading or strength results do not satisfy specification requirements, pay for sampling and testing and replace shotcrete represented by cores.
- H. Sound new shotcrete surfaces after shotcrete has set and repair delaminated areas.

#### 3.10 CLEANING

- A. After completing shotcrete Work:
  - 1. Clean soiling from adjacent surfaces. Exercise care to avoid scratching or damage to surfaces.
  - 2. Repair surfaces stained, marred, or otherwise damaged during shotcrete Work.
  - 3. Clean up rebound and overspray materials, debris, and surplus materials and remove from Site.

## END OF SECTION 03 37 13

#### SECTION 07 18 00

# TRAFFIC COATING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Surface preparation, supply, and application of traffic coating.
- B. Related Sections:
  - 1. Section 03 01 34 Concrete Replacements
  - 2. Section 07 92 00 Joint Sealants

#### 1.2 REFERENCES

## 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
  - 1. With Owner's Representative.
  - 2. With other trades:
    - a. To ensure that work done by other trades is complete and ready for traffic-coating Work.
    - b. To avoid or minimize work on, or in immediate vicinity of, traffic-coating Work in progress.
    - c. To ensure that subsequent work will not adversely affect quality of completed traffic coating.
- B. Pre-application Meeting:
  - 1. Conduct meeting at Site.
  - 2. Time, date, location, and attendee notification to be facilitated by Contractor.
  - 3. Review requirements for traffic coating, including:
    - a. Construction schedule.
    - b. Availability of materials, Applicator's personnel, equipment, and facilities needed to make progress and avoid delays.
    - c. Site use, access, staging, and set-up location limitations.
    - d. Approved mockup procedures.
    - e. Impact of forecast weather conditions.
    - f. Ventilation requirements.
    - g. Surface preparation and substrate condition.
    - h. Application procedures.
    - i. Special details and sheet flashings.
    - j. Minimum curing period.
    - k. Testing and inspection requirements.
    - l. Governing regulations.
  - 4. Contractor's Site superintendent, traffic-coating manufacturer's technical representative, Applicator's foreman, Owner's Representative, and Architect/Engineer shall attend.

## 1.4 SUBMITTALS

- A. Product Data: Traffic-coating manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and application instructions.
  - 1. Include traffic-coating manufacturer's color chart.
- B. Samples: For each type of traffic coating required, stepped samples on rigid backing large enough to illustrate build-up of traffic coatings, of same thickness and material indicated for Work.
- C. Sample Warranties: Copies of traffic-coating manufacturer's warranty and Applicator's warranty, both stating obligations, remedies, limitations, and exclusions. Submitted with bid.
- D. Following completion of the Work:
  - 1. Traffic-coating manufacturer's warranty inspection reports.
  - 2. Completed warranty from traffic-coating manufacturer.
  - 3. Completed warranty from Applicator.

# 1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Experienced firm that has successfully completed traffic-coating work similar in material, design, and extent to that indicated for Project; that is approved, authorized, or licensed by traffic-coating manufacturer to apply traffic coating; and that is eligible to receive traffic-coating manufacturer's warranty. Must have successful installations of specified materials in local area in use for minimum of five years.
  - 1. Employ foreman trained by traffic-coating manufacturer and with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site during Work. Do not change foremen during course of Project except for reasons beyond control of Installer; inform Architect/Engineer in advance of any changes.
- B. Random tests to determine tensile bond strength of membrane to substrate shall be conducted by the Contractor at the job site using an Elcometer Adhesion Tester Model 106 or similar device. Performance of a manual pull test can be completed as additional testing using a hook probe. Contractor shall perform tests at the beginning of the Work during the mock-up, and at intervals as required to assure specified adhesion with a minimum of three (3) tests per phase. Test results shall be submitted to the Owner and the Membrane Manufacturer. Contractor shall immediately notify the Owner and Membrane Manufacturer in the event bond test results are below specified values.
  - 1. Tensile bond strength of membrane to substrate greater than or equal to 200 psi for traffic coating.
  - 2. Remove material that does not comply.
  - 3. In the event the bond strengths are lower than the minimum specified, additional substrate preparation is required. Repeat testing to verify suitability of substrate preparation.
- C. Mockups: Prior to start of Work or purchase of material, apply traffic coating to at least 100 square feet of each substrate, at locations determined by Architect/Engineer, to demonstrate surface preparation, joint and crack treatment, thickness, texture, color, and standard of workmanship.
  - 1. If Architect/Engineer determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved.
  - 2. Approved mockup will be standard for judging completed Work.

- 3. Maintain approved mockups in undisturbed condition during Work as standard for judging completed Work. Mockups, if undamaged at time of Substantial Completion, may be incorporated into Work.
- D. Technical Support during work:
  - 1. Manufacturer's representative shall review work in progress on a periodic basis (target at least one visit per phase).
  - 2. Manufacturer's representative shall inspect application of membrane including random measurements of membrane thickness.
  - 3. Manufacturer shall visit the site as needed or requested.
- E. At completion of work:
  - 1. Manufacturer's representative performs final inspection of completed work.
  - 2. Issue warranty
- F. Membrane Manufacture Quality Control: Membrane manufacturer shall provide a technical representative to be on site at beginning of installation of the membrane system to establish the standard quality to be used on the remaining portion of the membrane work. Technical representative shall perform periodic site visit throughout remainder of membrane installation work.
- G. Contractor shall, during construction, complete a daily field installation report which includes, project name, date, weather and temperature data, material installed, location and square footage of material installed, codes or batch identification for the product installed, any testing information including moisture testing of substrate, and any other relevant data or information. This daily report will be completed each day of installation of the traffic membrane and submitted to the Architect/Engineer.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Site in original containers and packaging with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, directions for storing, and complete manufacturer's written instructions.
- B. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which have been exposed to moisture to their detriment.
- C. Store and handle materials in accordance with manufacturer's written instructions, safety requirements, and all applicable laws and regulations. Remove from Site, and replace at no cost to Owner, any materials that are damaged or otherwise negatively affected by not being stored or handled in accordance with manufacturer's written instructions.
- D. Store materials in original, undamaged containers and packaging in clean, dry, location on raised platforms and protected from weather, within temperature range required by manufacturer. Protect stored materials from direct sunlight and sources of ignition. Manufacturer's standard packaging and covering alone is *not* considered adequate weather protection.
- E. Locate materials in a secure location approved by Owner's Representative

- F. Conspicuously mark damaged or opened containers, containers with contaminated materials, damaged materials, and materials that cannot be used within stated shelf life and remove from Site as soon as possible. Replace discarded materials in a timely manner at no cost to Owner.
- G. Limit stored materials on structures so as to preclude damage to materials and structures.
- H. Maintain copies of all applicable Safety Data Sheets (SDS) with materials in storage area, such that they are available for ready reference on Site.

# 1.7 **PROJECT CONDITIONS**

- A. Verify existing dimensions and details prior to start of traffic-coating Work. Notify Architect/Engineer of conditions found to be different than those indicated in the Contract Documents. Architect/Engineer will review situation and inform Contractor and Applicator how to proceed.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Ensure that drains are operational at the end of each workday or if precipitation is forecast.
- D. Environmental Limitations: Apply traffic coating when existing and forecast weather conditions permit traffic coating to be installed according to traffic-coating manufacturer's written instructions and warranty requirements. Do not apply traffic coating under the following conditions, unless otherwise recommended by traffic-coating manufacturer and approved by Architect/Engineer.
  - 1. Apply only when substrate temperature is above 50 degrees F or more than 5 degrees F above dew point, or within range recommended by traffic-coating manufacturer.
  - 2. Apply only when ambient temperature is above 40 degrees F or within range recommended by traffic-coating manufacturer.
  - 3. Do not apply to damp or wet substrate; when relative humidity exceeds 85 percent; in snow, rain, fog, or mist; or when snow, rain, fog, or mist is forecast during application or curing period. Apply only to frost-free substrate.
- E. Maintain adequate ventilation during preparation and application of traffic-coating materials. Notify Owner's Representative at least one week in advance of Work with materials with noxious vapors. Review application schedule and venting precautions with Owner's Representative prior to beginning application.

# 1.8 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
  - 1. Notify Architect/Engineer of conditions that may interfere with the proper execution of the Work or jeopardize the performance of the Work prior to proceeding with the Work.

# 1.9 WARRANTIES

- A. Manufacturer's Warranty:
  - 1. Written warranty, signed by traffic-coating manufacturer, including:

- a. Repair or replace traffic coating that does not comply with requirements; that does not remain watertight; that fails in adhesion, cohesion, or general durability; that experiences abrasion or tearing failure not due to misuse; that experiences surface crazing, fading or chalking; or that deteriorates in a manner not clearly specified by submitted traffic-coating manufacturer's data as an inherent quality of the material for the application indicated. Warranty does not include deterioration or failure of traffic coating due to failure of substrate prepared according to requirements, formation of new substrate cracks exceeding 1/16 inch in width, fire, vandalism, or snowplow abuse.
- b. Provide access to warranty repair and replacement areas.
- 2. Warranty Period: Five years after Substantial Completion date.
- B. Applicator's Warranty:
  - 1. Written warranty on warranty form at the end of the Section signed by Applicator, including:
    - a. Repair or replace traffic coating that does not comply with requirements; that does not remain watertight; that fails in adhesion, cohesion, or general durability; that experiences abrasion or tearing failure not due to misuse; that experiences surface crazing, fading, or chalking; or that deteriorates in a manner not clearly specified by submitted traffic-coating manufacturer's data as an inherent quality of the material for the application indicated. Warranty does not include deterioration or failure of traffic coating due to failure of substrate prepared according to requirements, formation of new substrate cracks exceeding 1/16 inch in width, fire, vandalism, or snowplow damage.
    - b. Provide access to warranty repair and replacement areas.
    - c. Repair or replacement, to satisfaction of Owner, of other work or items which may have been displaced or damaged as consequence of defective Work.
    - d. Make immediate emergency repairs within 48 hours of notice of leakage.
  - 2. Warranty Period: Five years after Substantial Completion date.

# PART 2 - PRODUCTS

## 2.1 TRAFFIC COATING

- A. Source Limitations: Obtain materials through one source from single traffic-coating manufacturer. Provide materials not available from traffic-coating manufacturer from sources approved by traffic-coating manufacturer. Provide new materials.
- B. Use one of the following traffic coatings, or approved equal:
  - 1. Heavy-duty vehicular system:
    - a. Iso-Flex 750U-HL HVT Deck Coating System by LymTal International, Inc., consisting 25 dry mils of base coat, 15 dry mils of wear course, 3/4 pound of sand per square feet, and 12 dry mils of lock coat.
    - b. Auto-Gard Vehicular Traffic-Bearing Waterproofing with double-texturing, by Neogard, consisting of 20 dry mils of base coat, 32 dry mils of wearing surface coat, and 20 to 30 pounds of aggregate per 100 square feet.
    - c. MasterSeal Traffic 1500 Extra-Heavy-Duty System by BASF Construction Chemicals, LLC, consisting of 20 dry mils of base coat, 20 dry mils of mid-coat, 15 dry mils of finish coat, and 50 to 70 pounds of aggregate per 100 square feet.
  - 2. Heavy-duty vehicular system (two-component):

- a. Iso-Flex 750U-HL HVT Deck Coating System by LymTal International, Inc., consisting 25 dry mils of base coat, 15 dry mils of wear course, 3/4 pound of sand per square feet, and 12 dry mils of lock coat.
- b. Auto-Gard FC T Vehicular Traffic-Bearing Waterproofing with double-texturing, by Neogard, consisting of 20 dry mils of base coat, 32 dry mils of wearing surface coat, and 20 to 30 pounds of aggregate per 100 square feet.
- c. MasterSeal Traffic 2500 Extra-Heavy-Duty System by BASF Construction Chemicals, LLC, consisting of 20 dry mils of base coat, 20 dry mils of mid-coat, 15 dry mils of finish coat, and 50 to 70 pounds of aggregate per 100 square feet.
- C. Primer: Traffic-coating manufacturer's standard, factory-formulated primer recommended for substrate under conditions of service and application.
- D. Joint Reinforcement: Traffic-coating manufacturer's standard reinforcement.
- E. Aggregate: Clean silica sand, uniform in gradation, and approved by traffic-coating manufacturer.
- F. Top Coat Color: Approved in advance in writing by Owner's Representative.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates and conditions with Applicator and traffic-coating manufacturer's representative for compliance with requirements and other conditions affecting performance of traffic coating.
  - 1. Ensure that work done by other trades is complete and ready for traffic-coating Work.
  - 2. Verify compatibility with and suitability of substrates.
  - 3. Verify that areas and conditions under which traffic-coating Work is to be performed permit proper and timely completion of Work.
  - 4. Notify Architect/Engineer in writing of conditions which may adversely affect application or performance of traffic coating and recommend corrections.
  - 5. Do not proceed with traffic-coating Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
  - 6. Commencing traffic-coating Work constitutes acceptance of Work surfaces and conditions.

## 3.2 **PROTECTION**

- A. Comply with traffic coating manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products.
- B. Cover adjacent surfaces with materials that are proven to resist traffic coating.
- C. Take precautions to ensure safety of people (including building users, passers-by, and workers) and protection of property (including adjacent building elements, landscaping, and motor vehicles).
- D. Take precautions to protect against air-borne materials and run-off.

- E. Protect paving, sidewalk, and adjacent building areas from mechanical damage due to equipment.
- F. Prevent dust, debris, coating overspray/spatter, and other construction materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
- G. Limit access to Work areas.
- H. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.
- I. Protect from damage, all elements of completed work and original construction to remain.

# 3.3 SURFACE PREPARATION

- A. Equipment:
  - 1. Concrete cleaning equipment such as Blastrac Concrete Cleaning System manufactured by Wheelabrator-Frye, Inc., or equal.
  - 2. Abrasive blasting equipment capable of removing contaminants and laitance from concrete surface.
  - 3. Compressed air equipment capable of removing dust and dirt from concrete surface.
- B. Remove existing traffic coating and other materials to expose substrate.
  - 1. Existing traffic coating system is unknown.
  - 2. Remove only as much of existing traffic coating as can be prepared and new traffic coating installed in one day, unless provisions are implemented to maintain watertightness in interim or larger removal areas are approved by Owner's Representative.
  - 3. Provide temporary protection as needed if watertightness is compromised.
  - 4. Do not begin removal of existing traffic coating when weather conditions are not conducive to maintaining watertightness or for application of new traffic coating.
- C. Clean and prepare concrete substrate according to traffic-coating manufacturer's written instructions. Provide clean, dust-free, and dry substrate.
  - 1. Verify that concrete has cured and aged for minimum time period recommended by trafficcoating manufacturer.
  - 2. Verify that substrate is sound and is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D4263.
  - 3. Verify that concrete curbs, expansion joints, and transitions from one surface plane to another (inside and outside corners) are cleanly formed and free of broken edges and excess concrete.
  - 4. Remove concrete fins and projections, concrete splatter, and other irregularities which would prevent monolithic, continuous application of traffic coating.
  - 5. Properly repair substrate defects such as delaminations, spalls, voids, form tie holes, honeycombing, and cracks, with latex-modified concrete or another material acceptable to traffic-coating manufacturer and Architect/Engineer.
  - 6. Remove grease, oil, asphalt solids, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
  - 7. Shotblast or scarify concrete to provide clean surface, free of laitance, dirt, and other loose or foreign material. Use care to avoid pockmarking concrete surface.
  - 8. Uniformly clean concrete surfaces by abrasive blast, according to ASTM D4259, to expose top surface of fine aggregate and provide sound surface, free of laitance, dirt, and other

loose or foreign material. Use self-contained, recirculating, blast-cleaning apparatus. Remove remaining loose material and clean surfaces according to ASTM D4258. Produce surface texture equal to CSP 3 or 4 from ICRI Guide for Selecting and Specifying Concrete Surface Preparation.

- 9. Level areas of surface scaling or rough, uneven areas where surface roughness is unacceptable for traffic-coating application, as determined by Architect/Engineer, with skim coat of epoxy or other material compatible with traffic coating and recommended by traffic-coating manufacturer.
- 10. Rout cracks and joints designated by traffic-coating manufacturer's representative and verified by Architect/Engineer, remove existing sealant, and install new sealant.
- 11. Abrasive blast clean curb, column, and wall surfaces that will receive traffic coating.
- 12. Thoroughly sweep substrate and clean with oil-free compressed air.
- D. Mask adjoining surfaces not receiving traffic coating to prevent spillage and overspray affecting other construction.
- E. Close off deck drains and other deck penetrations to prevent spillage and migration of trafficcoating fluids.
- F. Applicator and traffic-coating manufacturer's representative shall examine substrate to ensure that it is properly prepared and ready to receive traffic coating. Traffic-coating manufacturer's representative shall report in writing to Applicator and Architect/Engineer conditions which will adversely affect traffic-coating system application or performance. Do not proceed with traffic-coating application until these conditions have been corrected and reviewed by Architect/Engineer.
- G. Proceed with application only after unsatisfactory conditions have been corrected. Commencing application constitutes acceptance of Work surface preparation and conditions.

# 3.4 APPLICATION

- A. Provide and maintain barricades for vehicular and pedestrian traffic at traffic-coating areas during application and curing period.
- B. Allow sealant, concrete replacement materials, and skim coats to fully cure prior to installing traffic coating.
- C. Apply traffic coating material according to traffic-coating manufacturer's written recommendations.
  - 1. If pin-holing, blistering, or bubbling occurs, delay Work until later test areas are free of pinholes, blisters, or bubbling.
  - 2. Start traffic-coating application in presence of traffic-coating manufacturer's representative.
  - 3. Install sealant cant at intersections of horizontal and vertical surfaces.
  - 4. Batch and thoroughly mix components as recommended by the traffic-coating manufacturer.
  - 5. Apply detail coat at intersections of horizontal and vertical surfaces, at drains and other deck penetrations, and at cracks and joints.
  - 6. Apply traffic-coating system.
    - a. Wipe detail coat to remove dust and contamination.

- b. Apply each coat in one uniform application, broadcast aggregate if required, and backroll for even coverage. Allow each coat to cure before apply next coat. Sweep or vacuum off excess aggregate.
- c. Apply at least 4 inches up sides of columns, walls, and other vertical surfaces, and up curb faces and across top curb surfaces.
- d. Omit aggregate on vertical surfaces.
- e. If pinholes occur in base coat, apply additional base coat material using flat squeegee or other tool approved by traffic-coating manufacturer, to fill holes before proceeding with subsequent coats.
- f. Prevent contamination or damage during application and curing.
- g. Verify that wet film thickness of each component coat complies with requirements every 100 square feet.

# 3.5 FIELD QUALITY CONTROL

- A. Architect/Engineer will take a minimum of one sample (one-square inch) of new traffic-coating system for every 4,000 square feet of traffic-coating installed. Dry film thickness will be measured.
  - 1. Dry film thickness is satisfactory if not less than minimum thickness specified by trafficcoating manufacture or this Section, whichever is greater.
  - 2. If dry film thickness is too thin, apply additional material at no cost to Owner, or perform other remedial action recommended by traffic-coating manufacturer or Architect/Engineer.
  - 3. Patch sample areas with traffic-coating system.
- B. Architect/Engineer may perform bond strength testing to verify adequate bond strength in accordance with ASTM D7234 Stard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
  - 1. Contractor to patch test areas with traffic coating system at no cost to Owner.
- C. Chain drag traffic-coating areas at conclusion of Work to locate debonded areas. Remove and replace debonded areas.

# 3.6 CLEANING

- A. At the end of each workday, clean Site and Work areas and place and place all items to be discarded in appropriate containers.
- B. After completing traffic coating Work:
  - 1. Clean all materials resulting from Work that are not intended to be part of the finished Work using appropriate cleaning agents and procedures. Exercise care to avoid damaging surfaces.
  - 2. Repair at no cost to Owner all items damaged during the Work.
  - 3. Remove and legally dispose of debris and surplus materials from Site.

# 3.7 **PROTECTION**

- A. Protect traffic-coating from damage and wear during remainder of construction period.
- B. Replace Work or materials damaged beyond repair, in opinion of Architect/Egnineer, at no cost to Owner.

# END OF SECTION 07 18 00

WJE No. 2019.6318

# APPLICATOR'S WARRANTY FOR

We (Applicator) hereby warrant materials and workmanship of Work which we have installed at above-referenced Project for a period of five (5) years from date of substantial completion. We agree to repair or replace traffic coating which fails to remain watertight; or fails in adhesion, cohesion, or general durability; or experiences surface crazing, fading or chalking; or deteriorates in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the application indicated. Warranty does not include deterioration or failure of traffic coating due to failure of substrate prepared according to requirements, formation of new substrate cracks exceeding 1/16 inch in width, fire, vandalism, or snowplow damage.

We also agree to repair or replace to satisfaction of Owner, other work or items which may be displaced or damaged as a consequence of defective Work.

In event of our failure to comply with foregoing conditions, within seven days after being notified in writing by Owner, we collectively or separately do hereby authorize Owner or his successor in interest to proceed to have said defects repaired and made good at our expense and we will honor and pay costs and charges therefore upon demand.

Date of Substantial Completion:	
Applicator's signature:	
Typed name and title of company official signing above and issuing this warranty:	
Name:	Title:
Date of Signature:	
Contractor's signature:	
Typed name and title of company official signing above for Contractor:	
Name:	Title:
Date of Signature:	

#### SECTION 07 92 00 JOINT SEALANTS

#### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Surface preparation and installation of sealant in joints as indicated in Drawings and Specifications.
- B. Related Sections:
  - 1. Section 01 11 00 Summary of Work
  - 2. Section 01 22 00 Unit Prices
  - 3. Section 09 96 53 Concrete Replacements
  - 4. Section 07 18 00 Traffic Coatings

#### **1.2 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate Work to ensure that adjacent areas are not adversely affected; that new materials and building interior are kept continuously dry; and that continuous, watertight, new sealant installation is provided. Coordinate:
  - 1. With Owner's Representative.
  - 2. With other trades:
    - a. To ensure that work done by other trades is complete and ready for sealant Work.
    - b. To avoid or minimize work on, or in immediate vicinity of, sealant Work in progress.
    - c. To ensure that subsequent work will not adversely affect completed sealant Work.

#### 1.3 SUBMITTALS

- A. Product Data: Sealant manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and installation instructions.
  - 1. Include temperature ranges for storage and application of materials, and special coldweather application requirements or limitations.
  - 2. SpecData sheet for substrate cleaner and substrate primer recommended by sealant manufacturer for specific substrate surface and conditions.
- B. Samples: Sealant manufacturer's color sample card, either printed or with thin sealant beads, showing range of colors available for each product exposed to view.
- C. Manufacturer's Reports and Certifications:
  - 1. Prior to sealant installation, report from sealant manufacturer with results of sealant compatibility, sealant and substrate staining, and mockup adhesion tests. Report shall:
    - a. State that materials which come into contact with or in close proximity to sealant have been tested.
    - b. Include sealant manufacturer's interpretation of test results relative to material performance, potential staining of sealant and substrates, dirt accumulation of sealant, and dirt runoff from sealant.

- c. Include sealant manufacturer's recommendations for substrate preparation and primer needed to obtain durable adhesion and installation procedures successfully used in mockups and field tests.
- 2. Product Certificates: For each sealant product, accessory, related products, joint type, and substrate, sealant manufacturers' written approval of their products' use for specified conditions; based on mockups and field tests.
- D. Following completion of the Work:
  - 1. Sealant manufacturer's inspection report of completed sealant installation.
  - 2. Completed warranty from sealant manufacturer.
  - 3. Completed warranty from Installer.

## 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced firm that has successfully completed sealant work similar in material, design, and extent to that indicated for Project; that is approved, authorized, or licensed by sealant manufacturer to install sealant; and that is eligible to receive sealant manufacturer's warranty. Must have successful installations of specified materials in local area in use for minimum of five years.
  - 1. Employ foreman with minimum five years of experience as foreman on similar projects, to be on Site at all times during Work. Do not change foremen during the course of the Project except for reasons beyond the control of the Installer; inform Engineer in advance of any changes.
- B. Compatibility Tests: Include sealant and sealers or coatings that may come into contact with sealant following sealant installation.
- C. Mockups: Install 10 feet of sealant in each type of joint to verify and set quality standards for materials and installation procedures, and to demonstrate aesthetic effects.
  - 1. Include each type of backing material, sealant, primer and other related products.
  - 2. Mockups shall be accessible or located as indicated by Owner's Representative.
  - 3. Notify Owner's Representative, Manufacturer's Representative and Architect/Engineer 7 days in advance of date when mockups will be constructed.
  - 4. Sealant manufacturer's representative shall observe the preparation of the joints for the mock-up. The sealant manufacturer's representative provide written confirmation that the joint preparation is performed in accordance with the sealant manufacturer's recommendations.
  - 5. Field-Adhesion Testing: After sealants have cured, perform field-adhesion tests according to ASTM C1521.
    - a. Conduct tests for each type of sealant and joint substrate, with a primer.
    - b. Arrange for tests to take place with sealant manufacturer's technical representative present.
    - c. Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Use alternate materials or modify installation procedure, or both, for sealants that fail to adhere to substrates.
  - 6. If Architect/Engineer determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved.
  - 7. Mockups, when approved by Owner's Representative and Architect/Engineer, will become standard for Work.

8. Do not begin joint sealant Work until mockup is accepted by Owner's Representative and Architect/Engineer.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such a manner as to prevent damage to materials or structure.
- B. Deliver materials to Site in original packages with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- C. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application or which have been exposed to moisture.
- D. Store materials in original, undamaged containers and packaging in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Protect stored materials from direct sunlight. Manufacturer's standard packaging and covering is *not* considered adequate weather protection.
- E. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- F. Conspicuously mark wet or damaged materials and remove from Site as soon as possible.
- G. Remove and replace materials that cannot be applied within stated shelf life.

## 1.6 **PROJECT CONDITIONS**

- A. Verify existing dimensions and details prior to start of sealant Work. Notify Engineer of conditions found to be different than those indicated in the Contract Documents. Engineer will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Environmental Limitations: Install sealant when existing and forecast weather conditions permit sealant to be installed according to sealant manufacturer's written instructions and warranty requirements.
  - 1. Do not install sealant when ambient or substrate temperatures are below 40 degrees F or are expected to fall below 40 degrees F in next 12 hours.
  - 2. Do not proceed with installation during inclement weather except for temporary work necessary to protect building interior and installed materials. Remove temporary work and Work that becomes moisture damaged.

## 1.7 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
  - 1. Notify Engineer of conditions that may interfere with the proper execution of the Work or jeopardize the performance of the Work prior to proceeding with the Work.

## 1.8 WARRANTY

- A. Installer's Warranty: The Contractor shall warrant the sealing of joints to be free of faults and defects in accordance with the General Conditions, except that the warranty shall be for a minimum of two (2) years from the date of Substantial Completion. Installed work discovered to contain faults or defects within the two year warranty period shall be repaired or replaced with materials in accordance with the specification at no cost to the Owner. The warranty shall be signed by the Contractor and Installer performing the work.
- B. Manufacturer's Warranty: Manufacturer's standard form in which sealant manufacturer agrees to furnish the specified joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Periods: 5 years from date of Substantial Completion.
- C. Warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
  - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
  - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

# PART 2 PRODUCTS

## 2.1 ELASTOMERIC JOINT SEALANTS

- A. General:
  - 1. Comply with ASTM C920 and other requirements indicated.
  - 2. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing on similar projects, mockups and preconstruction testing for Project, and field experience.
  - 3. Select products based on mockups, preconstruction testing, and sealant manufacturer's previous testing and experience.
  - 4. Source Limitations: Obtain each type of joint sealant through one source from single manufacturer.
  - 5. Colors of Exposed Joint Sealants: Selected and approved in writing by Owner's Representative, from sealant manufacturer's full range.
  - 6. Ensure sealant selected is compatible with Elastomeric Coating product used.
- B. Single-Component, Non-sag, Polyurethane Sealants:
  - 1. DynaTrol 1-XL manufactured by Pecora Corporation.
  - 2. MasterSeal NP 1 manufactured by BASF Building Systems.
  - 3. SikaFlex-1a manufactured by Sika Corporation.
  - 4. Or approved equal
- C. Multi-Component, Non-sag, Polyurethane Sealants:

- 1. DynaTrol II manufactured by Pecora Corporation.
- 2. MasterSeal NP 2 manufactured by BASF Building Systems.
- 3. SikaFlex-2c NS manufactured by Sika Corporation.
- 4. Or approved equal.

#### 2.2 AUXILIARY MATERIALS

A. General: Sealant-backer materials, primers, surface cleaners, masking tape, and other materials recommended by sealant manufacturer, that are non-staining and compatible with substrates; based on mockups, preconstruction testing, and sealant manufacturer's previous testing and experience.

## PART 3 EXECUTION

# 3.1 EXAMINATION

- A. Examine substrates and conditions with Installer and sealant manufacturer's representative for compliance with requirements and for other conditions affecting installation or performance of sealant.
  - 1. Verify dimensions of sealant joints at Site by field measurement so that proper sealant profiles will be accurately maintained.
  - 2. Ensure that work done by other trades is complete and ready for sealant Work.
  - 3. Verify that areas and conditions under which sealant Work is to be performed permit proper and timely completion of Work.
  - 4. Notify Engineer in writing of conditions which may adversely affect installation or performance of sealant, including joints with widths less than those allowed by sealant manufacturer for applications indicated, and recommend corrections.
  - 5. Do not proceed with sealant Work until adverse conditions have been corrected and reviewed by Engineer.
  - 6. Commencing sealant Work constitutes acceptance of Work surfaces and conditions.

#### 3.2 PROTECTION

- A. Take precautions to ensure safety of people, including building users, passers-by, and workmen, and animals, and protection of property, including adjacent building elements, landscaping, and motor vehicles.
- B. Prevent construction debris and other materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
- C. Protect paving and sidewalks, and adjacent building areas from mechanical damage due to scaffolding and other equipment.
- D. Limit access to Work areas.
- E. Erect temporary protective canopies, as necessary, over walkways and at points of pedestrian and vehicular access that must remain in service during Work.
- F. Comply with sealant manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products.

- G. Cover adjacent surfaces with materials that are proven to resist sealant.
- H. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

#### 3.3 SURFACE PREPARATION

- A. Remove existing sealant and other foreign material from joints.
- B. Repair damaged or deteriorated substrate surfaces according to sealant manufacturer's written instructions and as approved by Engineer.
- C. Clean joint substrates immediately before installing sealant, to comply with sealant manufacturer's written instructions based on mockups and preconstruction testing.
  - 1. Remove from substrate foreign material that could interfere with adhesion of sealant, including dirt, dust, existing sealant, oil, grease, and surface coatings.
  - 2. Provide dry substrate; prevent wetting of substrate prior to sealant installation.
  - 3. Clean porous substrates, such as concrete, masonry, stone, wood, by brushing, grinding, blast-cleaning, mechanical-abrading, or combination of methods to produce clean, sound substrate capable of developing optimum bond with sealant. Remove laitance and form-release agents from concrete. Remove loose particles remaining after cleaning operations by vacuuming or blowing out joints with oil-free, compressed air.
  - 4. Clean nonporous surfaces, such as metal, with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of sealant.
- D. Install masking tape on adjacent surfaces to prevent permanent staining or damage due to contact with sealant or cleaning methods to remove sealant smears. Remove tape immediately after tooling sealant, without disturbing sealant.

#### 3.4 INSTALLATION OF SEALANT

- A. General: Comply with sealant manufacturer's written installation instructions for products and applications indicated, based on mockups and preconstruction testing.
- B. Joint Priming: Prime joint substrates where recommended in writing by sealant manufacturer, based on mockups and preconstruction testing. Apply primer to comply with sealant manufacturer's written instructions.
  - 1. Confine primer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.
  - 2. Limit priming to areas that will be covered with sealant in same day. Unless recommended otherwise by sealant manufacturer, reprime areas exposed for more than 24 hours.
- C. Install sealant backer and position to produce cross-sectional shape and proper depth of installed sealant.
  - 1. Use properly-sized backer. Do not use multiple-backer units or braided-backer units to accommodate wide joints.
  - 2. Install backer with device that will provide consistent depth between substrate surface and outer surface of backer.
  - 3. Do not leave gaps between ends of sealant backers.
  - 4. Do not stretch, twist, puncture, or tear sealant backers.

- 5. Remove wet backers and replace with dry materials.
- D. Install bond-breaker tape at back of designated joints.
- E. Install sealant immediately after installing backer material; to produce uniform, cross-sectional shape and depth; to directly contact and fully wet joint sides and backer material; and to completely fill recesses in joint configuration.
  - 1. For Non-Sag Sealant:
    - a. Install sealant flush with surface.
    - b. Immediately after sealant application and before skinning or curing begins, tool joint with slightly concave surface, compressing sealant into joint to form smooth, uniform sealant bead; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Do not use tooling agent.
  - 2. For pourable sealants:
    - a. Install sealant slightly below surface.
    - b. Immediately after sealant application and before skinning or curing begins, lightly tool joint, compressing sealant into joint to form smooth, uniform sealant bead; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Do not use tooling agent.
    - c. Remove excess sealant from surfaces adjacent to joints.

#### 3.5 FIELD QUALITY CONTROL

A. At completion of Project, observe installed sealant for damage, deterioration, or air pokcets within the sealant bead. If damage or deterioration occurs, neatly cut out and remove damaged or deteriorated sealant, prepare and prime surfaces, and install new sealant. Replace sealant immediately so new sealant is indistinguishable from original Work.

## 3.6 CLEANING

- A. As sealant Work progresses, clean off excess sealant or sealant smears by methods and with cleaning materials approved in writing by sealant manufacturer and manufacturers of products in which joints occur. Exercise care to avoid scratching or damage to surfaces.
- B. At the end of each workday, clean Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- C. After completing sealant Work:
  - 1. Repair surfaces stained, marred, or otherwise damaged during sealant Work.
  - 2. Clean up debris and surplus materials and remove from Site.

#### 3.7 PROTECTION

A. Protect sealant during and after curing period from contact with contaminating substances and from damage, so sealants are without deterioration or damage at time of Substantial Completion.

### END OF SECTION 07 92 00



September 3, 2021

Scott Grewe Operations Commander City of Birmingham 151 Martin Street Birmingham, MI 48009

## North Old Woodward Parking Structure - Bid Tabulation for 2021 Repairs WJE No. 2019.6318

Dear Mr. Grewe:

As requested, Wiss, Janney, Elstner and Associates, Inc. (WJE) has tabulated the competitive bid responses for the 2021 Municipal Parking Structure Repair Project at the North Old Woodward (NOW) parking garage located at 333 North Old Woodward Avenue in Birmingham, Michigan. This letter summarizes the received bids, which are outlined in Table 1.

### **OVERVIEW OF BIDS**

Four bids were submitted by DRV Contractors, Pullman SST, Inc., RAM Construction, and Smith's Waterproofing. Bids were due on Friday, August 20, 2021. Bid totals ranged from \$891,303 to \$1,160,615; a \$269,312 spread overall. Smith's Waterproofing was the low bidder with a total project cost of \$891,303, with RAM Construction at \$1,065,221 and Pullman SST and DRV Contractors effectively even at \$1,159,525 and \$1,160,615, respectively. The spread between the two low bidders is \$173,918. For reference, WJE's budgetary cost estimate for this construction effort was \$1,230,960, as stated in our June 9, 2021 proposal. All bidders indicated their intent to self-perform the work, as no subcontractors were listed in the submitted bids.

The provided construction duration for Smith's Waterproofing, RAM Construction, and DRV Contractors range from 98 calendar days to 150 calendar days, with the traffic bearing membrane installation performed in Spring 2022 (see Addendum No. 1 dated August 17, 2021 for more information). Pullman SST's construction duration is listed at 21 days, which we assume includes only the 2021 concrete scope and excludes the spring membrane installation, and may be an error based on typical concrete curing durations. The low bidder, Smith's Waterproofing, provided an estimated project duration of 140 calendar days, while RAM Construction estimated 98 calendar days, which is 42 days or about 6 weeks shorter of an estimated construction schedule. Please note that weather conditions and cold temperatures will have a significant impact on the actual project schedule for this work. Further, the actual project completion date will vary based on the permit approval process, issuance of a written notice to proceed, material availability and lead times, and other factors.

The received bids display some variety in pricing, bonding, and schedule. The variation may be a result of several factors including current work backlogs, the timing of this bid event, labor and material shortages



Scott Grewe City of Birmingham September 3, 2021 **Page 2** 

or economic uncertainty due to the pandemic, and union vs. non-union labor forces. WJE outlines additional items below that should be considered in the City's bid award.

## **BID ANALYSIS**

Smith's Waterproofing bid includes unit prices for several work items that are lower than WJE anticipated based on our experience with similar work, and that are lower than the other submitted bids. These work items primarily include the performance bond & labor and material payment bond (Bid Item 2), the floor drain cleaning and grate replacement work (Bid Item 4), and the concrete repair work items (Bid Items 6-11), and the supplemental steel reinforcement costs (Bid Item 12).

At the City's direction, representatives of the City of Birmingham and WJE interviewed Smith's Waterproofing on August 31, 2021. WJE will issue meeting minutes from this interview in separate correspondence, which should be submitted to the contractor for review and approval and be considered as part of the Contract Documents. Of the work items listed above, the concrete repair unit prices are most significant, as the corresponding scope makes up 50% of the total project cost and Smith's corresponding unit price items are almost half that expected by WJE and that submitted by the other bidders. However, during the interview, Smith's Waterproofing's responses to WJE's questions about the work scope and the contractor's phasing, means, and methods were in accordance with the project requirements, as defined in the Contract Documents. Smith's Waterproofing assured WJE and the City of Birmingham that they understood the project requirements and could provide the work specified in the Contract Documents in accordance with their submitted prices.

### **CONTRACTOR QUALIFICATIONS**

We understand that the City is verifying contractor references that were submitted with the bids. WJE does not have prior project experience with the low bidder, Smith's Waterproofing. We understand that Smith's Waterproofing is a non-union entity. The Contract Documents require minimum experience levels for the construction superintendent and various installers, which will be verified by WJE prior to work commencement. During the interview, Smith's Waterproofing provided several relevant project examples. WJE does have successful prior project experience with the other three bidders.

### RECOMMENDATIONS

In our opinion, based on our review of the submitted bids and the interview with Smith's Waterproofing, all bidders should be able to deliver a successful project for this scope. We find no cause at this time to not proceed with the low bidder, pending verification of their references by the City of Birmingham. Regardless of who is selected, we recommend engineering oversight and periodic inspection be performed during the work to help ensure the work is being performed in accordance with intent of the Contract Documents.

Please let us know if you have further questions.



Scott Grewe City of Birmingham September 3, 2021 **Page 3** 

Sincerely,

## WISS, JANNEY, ELSTNER ASSOCIATES, INC.

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Matthew E. Lewis, PE Senior Associate

**Enclosure:** Table 1 – Bidder Comparison

# North Old Woodward Parking Garage - 2021 Repairs

# Table 1 - Bidder Comparison

	0+	DRV	/ Contractors	Smiths	Waterproofing	Pul	lman SST	Ram	Construction
	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 General Conditions			\$55,000.00		\$64,100.00		\$108,600.00		\$45,000.00
2 Performance bond and labor and material payment bond			\$19,000.00		\$7,128.00		\$14,500.00		\$12,981.00
3 Loose concrete removal at underside of Levels 2,3 and 4			\$2,880.00		\$4,000.00		\$3,000.00		\$2,954.00
4 floor drain cleaning/grate replacement (Keynote 4)			\$21,400.00		\$4,000.00		\$12,900.00		\$8,911.00
5 Remove and replace cover plates in stair towers			\$6,200.00		\$4,000.00		\$6,500.00		\$5,700.00
LUMP SUM SUBTOTAL			\$104,480.00		\$83,228.00		\$145,500.00		\$75,546.00
6 Partial-depth horizontal concrete repair <b>overlay only</b> (Keynote 6)	2000	\$24.00	\$48,000.00	\$18.00	\$36,000.00	\$34.00	\$68,000.00	\$26.00	\$52,000.00
7 Partial-depth horizontal concrete repair (Keynote 7)	3500	\$43.00	\$150,500.00	\$22.00	\$77,000.00	\$46.30	\$162,050.00	\$44.00	\$154,000.00
8 Partial-depth underside concrete repair (Keynote 8)	4500	\$78.00	\$351,000.00	\$55.00	\$247,500.00	\$72.00	\$324,000.00	\$68.00	\$306,000.00
9 Full-depth concrete repair (Keynote 9)	500	\$78.00	\$39,000.00	\$45.00	\$22,500.00	\$130.00	\$65,000.00	\$87.00	\$43,500.00
10 Curb concrete repair (Keynote 10)	800	\$43.00	\$34,400.00	\$18.00	\$14,400.00	\$48.00	\$38,400.00	\$35.00	\$28,000.00
11 Formed vertical concrete repair (Keynote 11)	200	\$84.00	\$16,800.00	\$45.00	\$9,000.00	\$110.00	\$22,000.00	\$95.00	\$19,000.00
12 Formed slab edge concrete repair (Keynote 12)	100	\$93.00	\$9,300.00	\$45.00	\$4,500.00	\$115.00	\$11,500.00	\$100.00	\$10,000.00
13 Supplemental steel reinforcement	2	\$4,270.00	\$8,540.00	\$1,500.00	\$3,000.00	\$9,300.00	\$18,600.00	\$6,000.00	\$12,000.00
14 Supplemental epoxy-grouted steel dowels	500	\$25.00	\$12,500.00	\$20.00	\$10,000.00	\$18.50	\$9,250.00	\$28.00	\$14,000.00
15 Rout and seal cracks in slab (Keynote 15)	5000	\$3.75	\$18,750.00	\$5.00	\$25,000.00	\$4.05	\$20,250.00	\$5.00	\$25,000.00
16 Replace sealant at concrete overlay control joints (Keynote 16)	30000	\$5.25	\$157,500.00	\$3.50	\$105,000.00	\$4.00	\$120,000.00	\$5.00	\$150,000.00
17 Replace sealant at cove (Keynote17)	2000	\$5.50	\$11,000.00	\$5.00	\$10,000.00	\$4.70	\$9,400.00	\$5.00	\$10,000.00
18 Install traffic-bearing membrane on Level 5 and Level 4 ramp and slab leading to Level 5 (Keynote 18)	45000	\$3.85	\$173,250.00	\$5.00	\$225,000.00	\$2.75	\$123,750.00	\$3.42	\$153,900.00
19 Localized traffic-bearing membrane replacement (Keynote 19)	200	\$14.65	\$2,930.00	\$8.00	\$1,600.00	\$15.00	\$3,000.00	\$9.00	\$1,800.00
20 Traffic-bearing membrane replacement (large areas) (Keynote 20)	900	\$10.00	\$9,000.00	\$8.00	\$7,200.00	\$8.50	\$7,650.00	\$5.00	\$4,500.00
21 Localized repointing of brick masonry units (Keynote 21)	50	\$15.00	\$750.00	\$12.00	\$600.00	\$14.00	\$700.00	\$16.00	\$800.00
22 Localized replacement of concrete masonry units (Keynote 22)	35	\$69.00	\$2,415.00	\$65.00	\$2,275.00	\$85.00	\$2,975.00	\$45.00	\$1,575.00
23 Slab on ground replacement at southwest pedestrian entrance (Keynote 23)	150	\$70.00	\$10,500.00	\$50.00	\$7,500.00	\$50.00	\$7,500.00	\$24.00	\$3,600.00
UNIT PRICE SUBTOTAL			\$1,056,135.00		\$808,075.00		\$1,014,025.00		\$989,675.00
GRAND TOTAL			\$1,160,615.00		\$891,303.00		\$1,159,525.00		\$1,065,221.00

Subcontractor(s) listed	None	None	None	None
Construction schedule, number of calendar days from reciept of Notice to Proceed	150 days	140 days	21 days	98 days

#### SECTION 00 41 44 BID FORM

NOTE: Bidder shall state Unit Price Bid and Total Bid amount for each unit price item. Total Bid amount for each item shall be product of Estimated Quantity multiplied by Unit Price. Unit Price Bid and Total Bid amounts shall be written numerically in spaces provided.

**GRAND TOTAL** shall be sum of Total Bid amounts for various items and will be Contract Sum written in Owner-Contractor Agreement.

All words and numbers shall be written in non-erasable medium.

LUMP SUM PORTION OF BASE BID Per Section 01 11 00 - Summary of Work

	Type of Work	Total Bid
1.	General Conditions	\$ 64,100
2.	Performance Bond and Labor and Material Payment Bond	S 7,128
3.	Loose Concrete Removal at underside of Levels 2, 3, and 4	\$ 4,000
4.	Floor Drain Cleaning/Grate Replacement (Keynote 4)	\$ 4,000
5.	Remove and replace cover plates in stair towers	\$ 4,000
	Sum of Lump Sum Bid Items 1 through 5: Subtotal L1	: <u>\$ 83,228</u>

# UNIT PRICE PORTION OF BASE BID

Per Section 01 22 00 - Unit Prices

			111-		
Iten	n Description	Est. Qty.	Units	Unit Price	Total Bid
	Partial-depth horizontal concrete repair - overlay only (Keynote 6)	2,000	SF	\$ 18°"	\$36,000
	Partial-depth horizontal concrete repair (Keynote 7)	3,500	SF	\$ 2.2	\$ 77,000
8.	Partial-depth underside concrete repair (Keynote 8)	4,500	SF	s <u>s</u> "	\$ 247,500
9.	Full-depth concrete repair (Keynote 9)	500	SF	\$ 452	\$ 22,500
10.	Curb concrete repair (Keynote 10)	800	SF	\$ <u>\8</u>	\$ 14,400
11.	Formed vertical concrete repair (Keynote 11)	200	SF	s 45º	\$ 9,000
12.	Formed slab edge concrete repair (Keynote 12)	100	SF	\$ <u>45</u>	\$ 4,500
13.	Supplemental steel reinforcement	2	ton	\$ 1500	\$ 3,000
14.	Supplemental epoxy-grouted steel dowels	500	each	\$ 202	\$_to,000
15.	Rout and seal cracks in slab (Keynote 15)	5,000	LF	s <u>5</u>	25,000
16.	Replace sealant at concrete overlay control joints (Keynote 16)	70,000	LF	\$ 3.50	\$ 105,000
17.	Replace sealant at cove (Keynote 17)	2,000	LF	\$ 5.00	\$ 10,000
18.	Install traffic-bearing membrane on Level 5 and Level 4 ramp and slab leading to Level 5 (Keynote 18)	45,000	SF	\$ 5.00	\$ 225,000
19.	. Localized traffic-bearing membrane replacement (Keynote 19)	200	SF	s_8.00	\$ 1,600
20.	. Traffic-bearing membrane replacement (large areas) (Keynote 20)	900	SF	\$ 8.00	\$ 7,200
21	. Localized repointing of brick masonry (Keynote 21)	50	LF	\$ 12.00	\$ 600
22.	Localized replacement of concrete masonry units (Keynote 22)	35	SF	\$ 65.00	
23	. Slab on ground replacement at southwest pedestrian entrance (Keynote 23)	150	SF	\$ 50	\$ 7,500
	Sum of Unit Price Bid Items 6 through 23	•		Subtotal U1:	\$ 808,075

#### SUMMARY PORTION OF BASE BID

	Subtotal L1: \$ 83	228
	Subtotal U1: \$ 808	075
Grand Total (Sum of Subtotals L1 and U1):	s 871	303
Grand Total (in words): Eight	hundred ninety	one
thousand three hu	ndred + three	Dollars

#### CONSTRUCTION SCHEDULE

The Contractor agrees to commence work under the Contract on or before a date to be specified in a written "Notice to Proceed." The Contractor proposes to complete all Base Bid work within (HO) calendar days from the date specified in the Notice to Proceed. It is anticipated that this project will begin as soon as September, 2021 and be completed during the 2021 construction season.

The selected Contractor shall submit a detailed construction/work sequence schedule describing the work to be performed in each phase on an event by event basis, together with an estimate of time necessary to complete each phase of the Project, including a proposed completion date.

#### SUBCONTRACTORS

Indicate portion(s) of work to be completed by a subcontractor and name of subcontractor:

Portion of Work

Waterproofing

**Concrete Repairs** 

Caulking

Other

Subcontractor (if used)

WJE No. 2019.6318

Bid Form 00 41 44 - 4

#### **BIDDER'S ENDORSEMENT**

I hereby certify that all statements herein	are made on behalf of	Smith's	
Water proofing (Name and Address of Corporation, Par	LLC, 382	1 Van Dyke	
(Name and Address of Corporation, Par	tnership, or Person subr	nitting bid)	
of the City of Almont	State of	Michigan	

that I have examined and carefully prepared this Bid from the plans and specifications, and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

(Signature) President Vice (Title)

END OF SECTION 00 41 44

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## **Company Contact Information**

Smith's Waterproofing, LLC Address: 3821 Van Dyke Rd. Almont MI, 48003 Phone: (810) 798-2371 Fax: (810) 798-2544

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Brandon Smith Address: 3821 Van Dyke Rd. Almont MI, 48003 Phone: (810) 614-6224 Email: brandon@swcdllc.com



# **Previously Completed Projects**

Cambria Hotels – Detroit

Smith's Waterproofing installed 30,000 LF of polyurethane sealant on a pre-cast parking structure in downtown Detroit. The process included substrate preparation and installation of joint backing and sealant. The sealant used was color matched to the decorative panels on the structure. Joint sealant was placed on all control joints and construction joints throughout interior and exterior of the six story parking structure. This project remained within budget and the timeframe allotted. Smith's Waterproofing used Sika single components polyurethane for the joint sealants.

Client Reference:

• Joe Fattore P: (313)590-0537

## GLWA – PC-757 Rehabilitation Project

Smith's Waterproofing performed structural concrete repairs on a variety of surfaces including overhead, vertical and horizontal. Some repairs were also completed using dry process shotcreting. In addition, Smith's Waterproofing performed structural crack repair, weeping crack repair, installation of deck coatings, masonry tuckpointing, door and window sill replacement, and corrosion resistant coatings. This project required constant coordination with the owner to perform work with minimal interruptions of service therefore reducing the length of shutdowns. The overall project value of \$1,805,695.00 was completed within budget and on time. Materials used on the project were Sika repairs mortars, Sika polyurethane sealant, Sika waterproofing sealants, and MBS MasterSeal deck coatings.

Client Reference:

• Frank Scheiderer P: (313) 212-3486

## **GLWA – Pelham Basin Repairs**

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Smith's Waterproofing installed polyurethane deck coatings on a 100,000 SF concrete deck. In addition, structural crack repair, concrete repair, and joint sealing were performed on the deck before the installation of the deck coating. Project was completed ahead of schedule and within budget. Smith's Waterproofing used MBS MasterSeal 1500 Traffic Coating for the deck coatings. Sika repair mortars and joint sealants were used for the concrete repair and control joint sealings.

Client Reference:

• Andy O'Connor P: (810) 217-9979

SMITH'S WATERPROOFING ESTABLISHED IN 1970 P.O. Box 428 Almont, MI 48003

Phone: 810 798 2371 Fax: 810 798 2544 "An Equal Opportunity Employer"

## Work Plan Proposal for the 2021 City of Birmingham North Old Woodward Parking Structure Repair Project

Upon the receipt of notice of award from the City of Birmingham, Smith's Waterproofing, LLC (SWP) will perform the following tasks:

- 1. Provide the City of Birmingham (City) with the required insurance certificate, performance bond & payment bond, and signed project agreement.
- 2. Schedule pre-construction meeting between all involved parties.
- 3. Provide preliminary schedule that outlines the activities to be performed in this current season (2021).
- 4. For the purpose of this proposal, SWP plans on a starting date of September 15<sup>th</sup>, 2021 and a first stage completion date of November 15<sup>th</sup>, 2021. SWP's work is weather dependent and will continue for the remainder of the calendar year until conditions prohibit work performance.
- Prior to work commencing, perform a walk through with the Engineer/City. Representative to document existing conditions of the parking garage. A photographic survey of the facility will be provided to the City.
- 6. Provide all required submittals.
- After the pre-construction meeting and site survey, SWP will mobilize to the jobsite. During mobilization, SWP will provide proper traffic and pedestrian regulators to inform public of ongoing construction activities.
  - All areas of construction will be isolated and restricted for access from the public.
- 8. Work will commence on the fifth-floor entrance ramp and entire fifth floor, along with the south section of level four from line 5-5 to line 8 and from column A to column J.
- The concrete overlay will be sounded and marked for repair. This process will take place with the Project Engineer present.
- 10. The overhead structure will be sounded and marked for repair on level 4.
- 11. All concrete repairs marked on the project drawings will be performed on these levels.

- 12. Joint sealant and crack repair items marked on the project drawings will be performed on these levels.
- 13. Repair all drains in the fourth and fifth levels.
- 14. Repair slab on grade at the main pedestrian entrance to the structure.
- 15. Once weather conditions prohibit repairs, SWP will remove all jobsite related debris and demobilize from the project.
- 16. Work will remobilize to the jobsite in April of 2022 to complete the final stage of the project. This target timeframe is dependent on weather conditions.
- 17. SWP will then move throughout the structure and complete remaining concrete repairs.
- 18. Joint sealant and crack repair items marked on the project drawings will be performed on all levels of the structure.
- 19. SWP will then close the fifth floor and fifth-floor entrance ramp to apply the traffic bearing membrane.
- 20. After the membrane is complete, the fifth floor will be re-striped with traffic markings.
- 21. After all work items are complete SWP will then remove all jobsite debris from the location.
- 22. Provide close-out documents as needed.

#### Notes

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- SWP will use specified materials only.
- SWP will keep work area organized and free of debris daily.
- Weekend work will be performed on an as-need basis with prior approval from the Engineer and City.
- SWP will be available according to the proposed timeline to complete the work items listed in this proposed work plan.



"An Equal Opportunity Employer"

## Description of The Firm and Key Employees List

Established in 1970, Smith's Waterproofing, LLC relies on years of experience to assure that every project is completed on schedule and our quality of work surpasses our client's expectations. Smith's Waterproofing has been owned and operated by the Smith family since its founding, ensuring that years of knowledge and experience have been passed down to each generation. Throughout the years we have gained extensive work experience in heavy civil, municipal, DOT, commercial, industrial & manufacturing customer projects. We specialize in structural concrete repair, carbon fiber reinforcement, waterproofing, joint sealing, surface preparation, and various deck coatings and specialty coatings. Smith's Waterproofing completes 90-100 individual projects every year. We average over 1,000,000 SF of deck coatings each year and last year surpassed 2,000,000 SF of coatings.

INDIVIDUALS NAME	TITLE	YEARS OF CONSTRUCTION EXP.	EDUCATION
Blair Smith	President, Head Estimator & Project Manager	49 yrs. Waterproofing, concrete repair, structural repair/strengthening, general contracting experience	Builders License, Confined Space Cert. Asbestos Abatement Cert.
Brandon Smith	Vice President, Head Estimator & Project Manager	28 yrs. Waterproofing, concrete repair, structural repair/strengthening, general contracting experience.	Confined Space Cert., Asbestos Abatement Cert.
Khaled Dallo	Senior Project Manager	15 yrs. Project Design / Construction Engineer. 25 yrs. Concrete & masonry rehabilitation. Structural repair/strengthening.	B.S. Civil Engineering.
Chase Whitlatch	Estimator & Project Manager	16 yrs. Restoration & construction experience. ACI concrete field-testing technician. MCA concrete construction inspector. Bridge deck construction inspector. Michigan certified aggregate tech. AMTRAC & CN Railroad training.	B.S. Civil Engineering. Material Acceptance process training. MDOT Bridge Rehabilitation Certification. MDOT Bridge Paint Cert. Density Technology Cert. SESC Storm Water Operator Cert. SESC Comprehensive Cert.
Ronald Charney	Director of Field Operations	25 yrs. Construction management experience. Various equipment operating experience.	B.S. Construction Management, Confined Space Cert.
Bryce Baker	Project Manager	10 yrs. Heavy construction experience, 10 yrs. Various equipment operating experience	Bachelor of Business Administration in Finance; Bachelor of Business Administration in Economics, Confined Space Certified, Various construction equipment operator training courses completed

Chuck Lehumis	Superintendent	20 yrs. Waterproofing, concrete repair, structural repair/strengthening, general contracting experience. 20 yrs. carpentry experience.	Confined Space Cert., Asbestos Abatement Cert. Class A CDL
Shelby Wojciechowski	Accounts Receivable & Accounts Payable; EEO Officer	21 yrs. Contact Administration and accounting experience, 10 years EEO management experience	Bachelor of Business Administration Degree in Accounting
Sandra Lorion	Contracts Administrator & Payroll Administrator	30 yrs. Government contracting experience. 5 yrs. Office management and payroll experience, 5 yrs. Commercial contracts experience	Confined Space Cert. First Aid/CPR Certified, Various Safety Training Courses Completed,
Kristina Smith	Controller	20 yrs. Management & accounting experience, 10 yrs. Estimating experience. 12 yrs. Commercial contracts experience,	Confined Space Cert., Asbestos Abatement Cert.
Dawn Terry	Human Resources	18 yrs. Human resource experience	Associate Degree Human Resource Management
Heather Wise	Office Manager	11 yrs. Construction office management	B.S. Business Entrepreneurship, Notary Public
Robert Sarka	Foreman	15 yrs. Commercial contracting experience	Class A CDL, Confined Space Certified
Kurt Hamilton	Foreman	25 yrs. Concrete contracting experience.	Confined Space Certified
Dion Bean Jr.	Foreman & Injection Specialist	12 yrs. Crack injection, waterproofing, concrete repair, structural repair/strengthening, general contracting experience	Confined Space Cert., Asbestos Abatement Cert

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## ATTACHMENT B - BIDDER'S AGREEMENT For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid 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.

Brandon Smith	8-20-2021
PREPARED BY	DATE
(Print Name)	0
Vice President	8-20-2021
TITLE	DATE
FLST	brandon@swcdllc.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Smith's Waterprov COMPANY	ofing LLC
3821 Van Dyke, Alma ADDRESS	ont, MI 48003 810-798-2371 PHONE
	/
NAME OF PARENT COMPANY	PHONE
	/
ADDRESS	

## ATTACHMENT C - COST PROPOSAL For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Invitation to Bid 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 ITB (p. 6)

COST PROPOS	SAL
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT	\$ 891,303
ADDITIONAL BID	ITEMS
	\$
	\$
GRAND TOTAL AMOUNT	\$ 891,303

	OST BID ITEMS	UNIT CO
per	\$	

Firm Name Smith's Water proofing LLC

Date 8-20-2021 Authorized signature

# ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

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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.

Brandon Smith	8-20-2021
PREPARED BY	DATE
(Print Name)	
Vice President	8-20-3051
TITLE	DATE
ES	brandon@ swed lle.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Smith's Waterproofin COMPANY 3821 Van Dyke, Almont, ADDRESS	
NAME OF PARENT COMPANY ADDRESS	PHONE
26-3475415 TAXPAYER I.D.#	

## AGREEMENT

## For 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT

This AGREEMENT, made this 13 day of September, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Smith's Waterproofing, LLC., having its principal office at 3821 Van Dyke, Almont, MI 48003 (hereinafter called "Contractor"), provides as follows:

## WITNESSETH:

WHEREAS, the City of Birmingham, Michigan, is desirous of hiring a qualified professional firm to furnish labor, equipment, material and supervision necessary to complete repairs as detailed in the City owned parking structure known generally as: N. Old Woodward Ave.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT as detailed in the specifications for N. Old Woodward Ave., and in connection therewith has prepared a request for sealed Invitation to Bid proposals ("ITB"), 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 2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT.

**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 Invitation to Bid to perform **2021 NORTH OLD WOODWARD PARKING STRUCTURE REPAIR PROJECT** and the Contractor's cost proposal dated July 30, 2021 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$891,303.00, as set forth in the Contractor's July 30, 2021 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Invitation to Bid.

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

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

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

7. 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.

8. 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.

9. 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.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the 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.

11. 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 of Birmingham.

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

## A. Workers' Compensation Insurance:

<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. <u>Commercial General Liability Insurance</u>: 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. <u>Motor Vehicle Liability</u>: 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. <u>Owners Contractors Protective Liability</u>: 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.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on 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 and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. 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.

15. 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.

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

City of Birmingham	CONTRACTOR
Attn: Commander Scott Grewe	Brandon Smith
151 Martin Street	Smith's Waterproofing LLC
Birmingham, MI 48009	3821 Van Dyke
(248) 530-1867	Almont, MI 48003
	(810)798-2544

17. 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.

18. <u>FAIR PROCUREMENT OPPORTUNITY</u>: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

	Conti	actor.
	Smith's Waterproo	fing LLC
	Brandon Smith	
	Vice President	
STATE OF MICHIGAN )		
) ss: COUNTY OF OAKLAND )		
On this <u>8</u> day of <u>September</u> , <u>Blandon Smith</u> , who acknowledged that we <u>Smith's Waterproving</u> to do so he/she signed <u>Lander</u> <u>Nota</u> <u>Nota</u> <u>Acting in <u>Dakland</u> County, Mich Acting in <u>Dakland</u> County, Mich</u>	with authority on behali this Agreement. 2 Ary Public ligan Michigan	
	CITY OF BIF	RMINGHAM:
	D	

By: \_\_\_\_

Pierre Boutros, Mayor

By:\_\_

**APPROVED:** 

Alexandria D. Bingham, City Clerk

Contractor

mmes M. Mashie

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

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

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

Mark H. Clemence Police Chief (Approved as to substance)



# **MEMORANDUM**

**Engineering Department** 

DATE:	September 9, 2021
то:	Tom Markus, City Manager
FROM:	Scott Zielinski, Assistant City Engineer, Jim Surhigh, Consulting City Engineer
SUBJECT:	Asphalt Resurfacing Project Contract #5-21 (P) Contract Award

#### INTRODUCTION:

Bids for the 2021 Asphalt Resurfacing Project #5-21(P) were opened on August 17, 2021. The City received two bids for consideration. The lowest complete and qualified bid was submitted by Pamar Enterprises, Inc.

#### BACKGROUND:

The Asphalt Resurfacing Project includes multiple street sections that will receive pavement resurfacing and preventative maintenance measures to extend the pavement life cycle. The streets included Watkins St. – W. Brown St. to W. Frank St. and Hannah St. to Wallace St., Stanley St - from Hannah to Wallace and from W. Lincoln to 14 Mile Rd., Latham St. from Northlawn to 14 Mile, Fairway Dr. from Pleasant Ave. to 600 ft east of Pleasant Ave for a water main replacement. These streets were previously planned to be completed in 2020 but were delayed due to COVID.

This project additionally includes repairs to the Art Center Parking lot in completion of repairs for water main break this past spring, a surface treatment for Parking Lot 5, Parking Lot 5 is planned for future reconstruction but surface deterioration of the lot is significant enough to require a temporary cap of the lot to extend the life of the parking lot until the lot can be reconstructed, patching on Adams Rd – Maple Rd to the North City limit to extend the life cycle until National Highway Performance Program funding can be secured and planning can be completed for road resurfacing, and finally water and sewer trench maintenance patching in various locations around the City.

For the pavement treatment and restoration on Latham an alternate was included to the reconstruction of several intersections to better define them. The alternate is supported by both the Multi-Modal Board (see attached draft minutes from the Multi-Modal Board meeting on August 5<sup>th</sup>, 2021) additionally the community residents who responded to Engage Birmingham, showed a majority in favor of improving the intersections (survey results attached). The intersection improvements and installing new curbs along the planned section of road improvements would be a continuation of improvements that have been attempted in the past by painting lines defining the

intersections and installation of stop signs approximately 6ft into the road from the road edge. It is advised by the engineering department to help slow traffic and make intersections safer that the alternate for Latham be completed.

The Multi Modal board also reviewed the other primary streets of the program (Watkins, Hannah, Stanley, and Fairway) for improvement opportunities, the general recommendation to review and improve signage and ADA compliance of sidewalk ramps should be considered for these areas.

The Engineering Department opened bids on August 17, 2021. Two (2) bids were received, as listed on the attached summary. The low bidder was Pamar Enterprises Inc., with their bid of \$1,476,831.04. Pamar Enterprise's bid exceeded the Engineer's Estimate of \$1,280,900.00. The letter from our engineering consultant, Hubbell, Roth & Clark, Inc., recommending the award of the contract to Pamar Enterprises Inc. is attached for reference.

Pamar Enterprises Inc. has worked for the City in the past, most recently the 2016 Asphalt Resurfacing program. Based on the performance of previous projects, we are confident that they are fully qualified to perform the type of work included in the Asphalt Resurfacing Project.

As is required for all of the City's construction projects, Pamar Enterprises Inc. has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

#### LEGAL REVIEW:

The City's standard contract language was used for this bidding document. No legal review is required at this time.

### FISCAL IMPACT:

This project was budgeted for in the 2021/2022 budget and the cost of the project will be charged to the following accounts:

Major Streets Fund	202-449.001-981.0100	\$ 110,945.84
Local Streets Fund	203-449.001-981.0100	\$ 824,634.13
Sewer Fund,	590-536.001-981.0100	\$ 53,832.00
Public Improvements		
Water Fund,	591-537.004-981.0100	\$ 274,160.85
Public Improvements		
Sidewalks	101-444.001-981.0100	\$ 138,080.00
Lot #5 Public	585-538.005-981.0100	\$ 75,178.22
Improvements		
TOTAL		\$ 1,476,831.04

Amendments to the budget will be necessary for the extra local street work, the cost

of rehabilitation of the water line at the art center, and the work at lot 5.

### PUBLIC COMMUNICATIONS:

Communication with the residents in the project area will include the project announcement, project start date and regular updates. Residents will be encouraged to sign up for the City's Constant Contact to receive additional information during the project.

### SUMMARY:

It is recommended that the 2021 Asphalt Resurfacing Project #5-21(P), be awarded to Pamar Enterprises Inc.

### ATTACHMENTS:

- Project Area Map (one page)
- Bid Summary (five pages)
- Plans (33 sheets)
- Hubbell, Roth & Clark, Inc. Recommendation (two pages)
- MKSK Report for intersection improvements (12 pages)
- Mutli-modal Draft Minutes (4 pages)
- Engage Birmingham Survey Results (26 pages)

### SUGGESTED COMMISSION ACTION:

To award the 2021 Asphalt Resurfacing Project #5-21(P) to Pamar Enterprises Inc. contingent upon execution of the agreement and meeting all insurance and bonding requirements in the amount of \$1,476,831.04, to be charged to the following accounts:

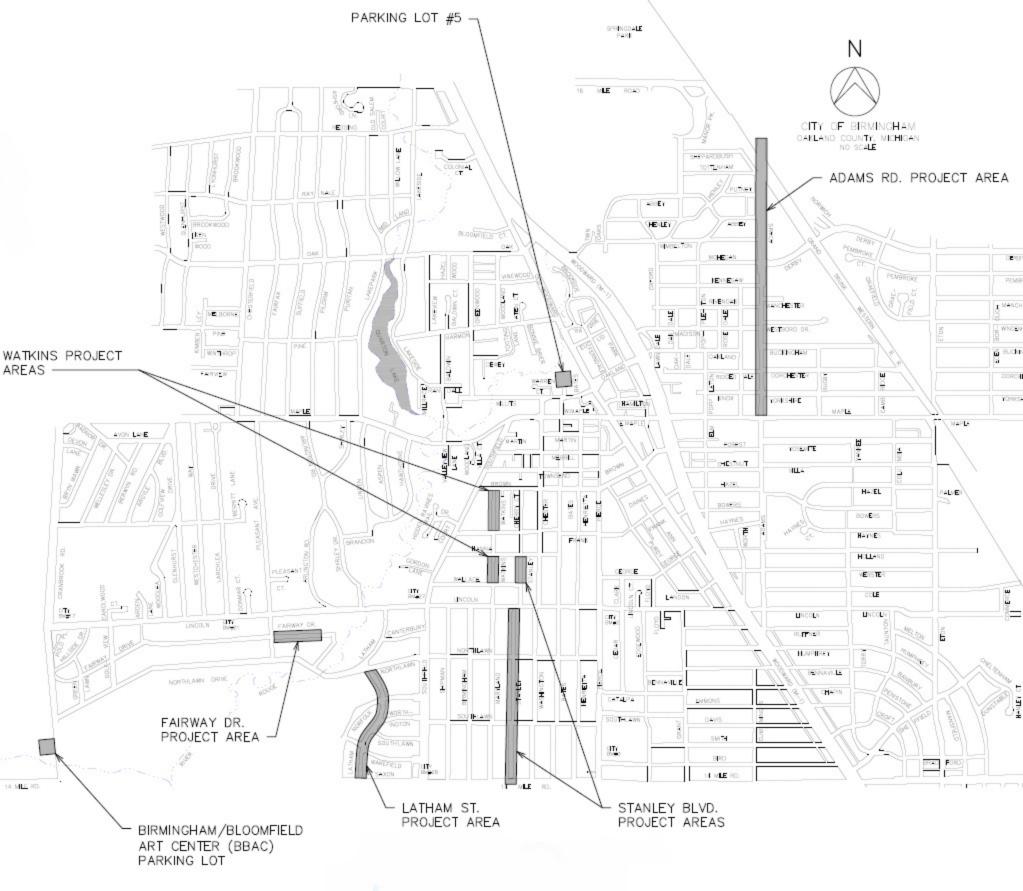
Major Streets Fund	202-449.001-981.0100	\$ 110,945.84
Local Streets Fund	203-449.001-981.0100	\$ 824,634.13
Sewer Fund, Contractual Services	590-536.001-811.0000	\$ 53,832.00
Water Fund, Public Improvements	591-537.004-981.0100	\$ 274,160.85
Sidewalks	101-444.001-981.0100	\$ 138,080.00
Lot #5 Public Improvements	585-538.005-981.0100	\$ 75,178.22
TOTAL		\$ 1,476,831.04

To approve the appropriation and amendment to the fiscal year 2021-2022 budget as follows:

Local Street Fund Revenues:

	203-000.000-400.0000 Total Revenue	Draw from Fund Balance	<u>\$350,000</u> <u>\$350,000</u>
	Expenditures: 203-449.001-981.0100 Total Expenses	Public Improvement	<u>\$350,000</u> <u>\$350,000</u>
<u>Wate</u>	<u>er Fund</u> Revenues: 591-000.000-400.0000 Total Revenue	Draw from Net Position	<u>\$275,000</u> <u>\$275,000</u>
	Expenses: 591-537.004-981.0100 Total Expenses	Public Improvement	<u>\$275,000</u> <u>\$275,000</u>
<u>Auto</u>	<u>mobile Parking Fund</u> Revenues: 585-000.000-400.0000 Total Revenue	Draw from Net Position	<u>\$76,000</u> <u>\$76,000</u>
	Expenses: 585-538.005-981.0100 Total Expenses	Public Improvement	<u>\$76,000</u> <u>\$76,000</u>

And, to authorize the Mayor to sign the contract on behalf of the City.



				Asphalt Specialists 1780 E. Highwood Pontiac, MI   48340				
Item	Quantity	Unit		Unit Price	Total Cost	Unit Price		Total Cost
BASE BID								
1. Mobilization, Max 5%	1	LSUM	\$	53,000.00	\$ 53,000.00	\$ 60,000.00	\$	60,000.00
2. Curb and Gutter, Rem	933	FT	\$	9.00	\$ 8,397.00	\$ 20.00	\$	18,660.00
3. Pavt, Rem	193	SYD	\$	20.00	\$ 3,860.00	\$ 33.00	\$	6,369.00
4. Sidewalk, Rem	3	SYD	\$	10.00	\$ 30.00	\$ 19.00	\$	57.00
5. Excavation and Embankment, CIP	68	CYD	\$	50.00	\$ 3,400.00	\$ 50.00	\$	3,400.00
6. Subgrade Undercutting, 1 x 3, Special	140	CYD	\$	55.00	\$ 7,700.00	\$ 65.00	\$	9,100.00
7. Erosion Control, Inlet Protection, Fabric Drop	69	EA	\$	55.00	\$ 3,795.00	\$ 130.00	\$	8,970.00
8. Aggregate Base, 21AA	101	TON	\$	35.00	\$ 3,535.00	\$ 50.00	\$	5,050.00
9. Aggregate Base, 4 inch, 21AA, Modified	2,628	SYD	\$	10.00	\$ 26,280.00	\$ 8.00	\$	21,024.00
10. Aggregate Base, 6 inch, 21AA, Modified	2,391	SYD	\$	12.00	\$ 28,692.00	\$ 12.00	\$	28,692.00
11. Maintenance Gravel	50	TON	\$	15.00	\$ 750.00	\$ 5.00	\$	250.00
12. Sewer, Cl IV, 12 inch, Tr Det B	16	FT	\$	110.00	\$ 1,760.00	\$ 300.00	\$	4,800.00
13. Dr Structure Cover, Adj, Case 1	18	EA	\$	550.00	\$ 9,900.00	\$ 650.00	\$	11,700.00
14. Dr Structure Cover, Type C	12	EA	\$	600.00	\$ 7,200.00	\$ 650.00	\$	7,800.00
15. DPW Structure Cover, Adj, Case 1	1	EA	\$	800.00	\$ 800.00	\$ 650.00	\$	650.00
16. DPW Structure Cover	15	EA	\$	550.00	\$ 8,250.00	\$ 650.00	\$	9,750.00
17. Overlay Structure Adjust	3	EA	\$	770.00	\$ 2,310.00	\$ 600.00	\$	1,800.00
18. Pavt, Cleaning	1	LSUM	\$	3,500.00	\$ 3,500.00	\$ 30,000.00	\$	30,000.00
9. Cold Milling HMA Surface	25,208	SYD	\$	3.50	\$ 88,228.00	\$ 3.00		75,624.00
20. HMA Surface, Rem	3,240	SYD	\$	18.00	\$ 58,320.00	\$ 9.00	\$	29,160.00
21. Pavt Joint and Crack Repr, Det 7	282	FT	\$	11.00	\$ 3,102.00	\$ 13.00		3,666.00
22. Pavt Joint and Crack Repr, Det 8	140	FT	\$	11.00	\$ 1,540.00	\$ 25.00	\$	3,500.00
23. Hand Patching	1,525	TON	\$	146.00	\$ 222,650.00	\$ 120.00	\$	183,000.00
24. HMA, 5EML	1,899	TON	\$	108.75	\$ 206,516.25	\$ 120.00	\$	227,880.00
25. HMA, Ultra-Thin	652	TON	\$	109.25	\$ 71,231.00	\$ 130.00	\$	84,760.00
26. Conc Base Cse, Nonreinf, 6 inch	115	SYD	\$	70.00	\$ 8,050.00	\$ 75.00	\$	8,625.00
27. Driveway, Nonreinf Conc, 6 inch	210	SYD	\$	80.00	\$ 16,800.00	\$ 80.00		16,800.00
28. Curb and Gutter, Conc, Det B2	34	FT	\$	50.00	\$ 1,700.00	\$ 60.00		2,040.00
29. Curb and Gutter, Conc, Det F2	923	FT	\$	50.00	\$ 46,150.00	\$ 37.00		34,151.00
30. Curb and Gutter, Conc, Det F4	141	FT	\$	50.00	\$ 7,050.00	\$ 37.00		5,217.00

								Pamar Enterprises 31604 Pamar Court New Haven, MI   48048							
Item	Quantity	Unit		Unit Price		Total Cost		Unit Price		Total Cost					
31. Curb Ramp Opening, Concrete	28	FT	\$	50.00	\$	1,400.00	\$	60.00	\$	1,680.00					
32. Detectable Warning Surface, Modified	18	FT	\$	150.00	\$	2,700.00	\$	135.00	\$	2,430.00					
33. Curb Ramp, Conc, 6 inch	69	SFT	\$	20.00	\$	1,380.00	\$	25.00		1,725.00					
34. Post Hole Through Conc for Steel Post	4	EA	\$	100.00	\$	400.00	\$	135.00	\$	540.00					
35. Post, Steel, 3 lb	70	FT	\$	8.00	\$	560.00	\$	10.00	\$	700.00					
36. Sign, Type III, Erect, Salv	1	EA	\$	100.00	\$	100.00	\$	135.00	\$	135.00					
37. Sign, Type III, Rem	5	EA	\$	10.00	\$	50.00	\$	13.00	\$	65.00					
38. Sign, Type IIIA	33	SFT	\$	19.50	\$	643.50	\$	26.00	\$	858.00					
39. Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	126	FT	\$	13.00	\$	1,638.00	\$	17.00	\$	2,142.00					
40. Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	500	FT	\$	1.00	\$	500.00	\$	1.30	\$	650.00					
41. Pavt Mrkg, Sprayable Thermopl, 6 inch, White	1,565	FT	\$	1.00	\$	1,565.00	\$	1.30	\$	2,034.50					
42. Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4 inch, Blue	303	FT	\$	2.00	\$	606.00	\$	2.60	\$	787.80					
<ul><li>43. Pavt Mrkg, Waterborne, for Rest Areas, Parks, &amp; Lots, 4 inch, White</li></ul>	3,550	FT	\$	2.00	\$	7,100.00	\$	2.30	\$	8,165.00					
44. Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4 inch, Yellow	233	FT	\$	2.00	\$	466.00	\$	2.30	\$	535.90					
45. Pavt Mrkg, Preformed Thermopl, Accessible Sym	6	EA	\$	375.00	\$	2,250.00	\$	500.00	\$	3,000.00					
46. Rem Spec Mrkg	50	SFT	\$	5.00	\$	250.00	\$	6.00	\$	300.00					
47. Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	25	EA	\$	75.00	\$	1,875.00	\$	100.00	\$	2,500.00					
48. Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	25	EA	\$	0.01	\$	0.25	\$	0.01	\$	0.25					
49. Channelizing Device, 42 inch, Fluorescent,	200	EA	\$	20.00	\$	4,000.00	\$	27.00	\$	5,400.00					
50. Channelizing Device, 42 inch, Fluorescent,	200	EA	\$	0.01	\$	2.00	\$	0.01		2.00					
51. Minor Traf Devices	1	LSUM	\$	75,000.00	\$	75,000.00	\$	60,000.00		60,000.00					
52. Plastic Drum, Fluorescent, Furn	200	EA	\$	20.00	\$	4,000.00	\$	27.00	\$	5,400.00					

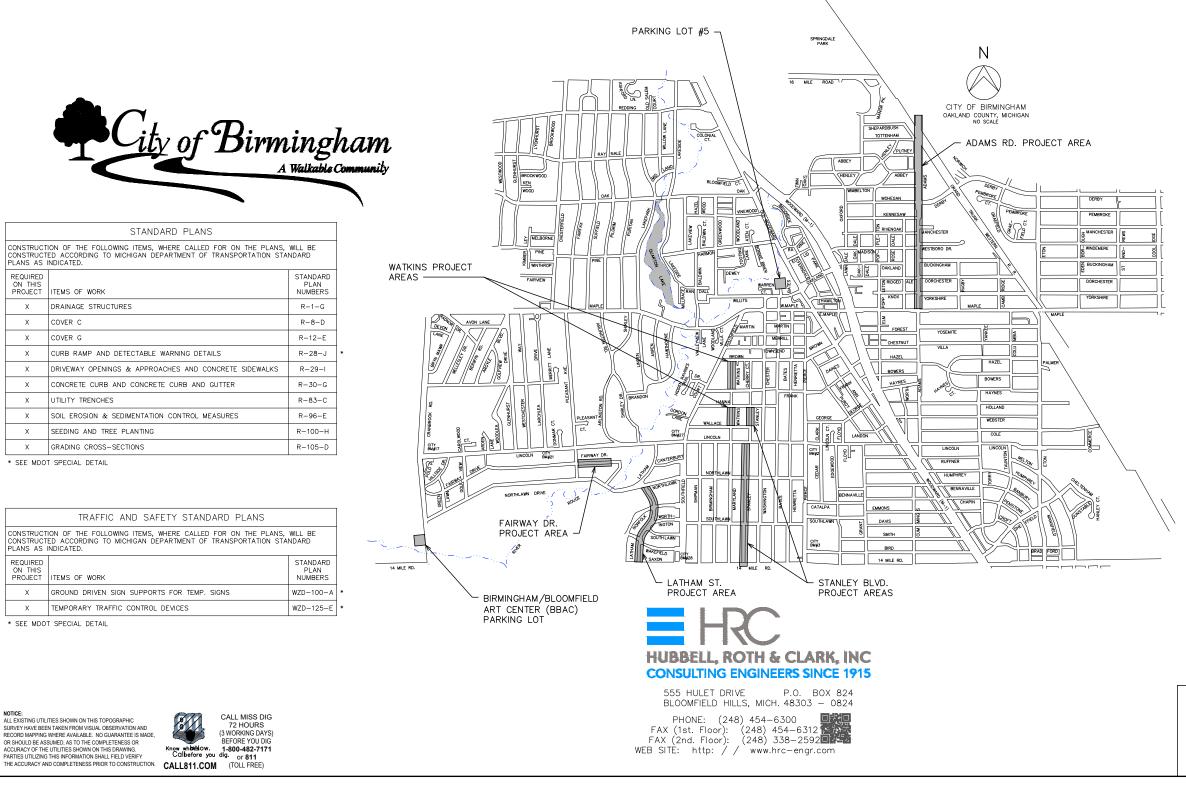
11 OF BIRWINGHAM, OARLAND COUNT I		Asphalt Specialists 1780 E. Highwood Pontiac, MI   48340					
Item	Quantity	Unit	Unit Price	Total Cost	Unit Price		Total Cost
53. Plastic Drum, Fluorescent, Oper	200	EA	\$ 0.01	\$ 2.00	\$ 0.01	\$	2.00
54. Sign, Type B, Temp, Prismatic, Furn	742	SFT	\$ 6.00	\$ 4,452.00	\$ 8.00	\$	5,936.00
55. Sign, Type B, Temp, Prismatic, Oper	742	SFT	\$ 0.01	7.42	\$ 0.01	\$	7.42
56. Sign, Type B, Temp, Prismatic, Special, Furn	112	SFT	\$ 12.00	1,344.00	\$ 16.00	\$	1,792.00
57. Sign, Type B, Temp, Prismatic, Special, Oper	112	SFT	\$ 0.01	1.12	\$ 0.01	\$	1.12
58. Traffic Regulator Control	1	LSUM	\$ 25,000.00	\$ 25,000.00	\$ 30,500.00	\$	30,500.00
59. Turf Establishment	787	SYD	\$ 9.00	\$ 7,083.00	\$ 10.00	\$	7,870.00
60. Inspector Crew Days	\$360	PER DAY	45 Days	\$ 16,200.00	89 Days	\$	32,040.00
SUBTOTAL BASE BID				\$ 1,065,071.54		\$	1,079,693.99
WATER MAIN BID							
61. Water Main, HDPE, DR 11, HDD, 8 inch	530	LFT	\$ 155.00	\$ 82,150.00	\$ 180.00	\$	95,400.00
62. Water Main, DI CL 54, Open Cut, 8 inch	40	LFT	\$ 155.00	\$ 6,200.00	\$ 400.00	\$	16,000.00
63. Reconnect Water Service	14	EA	\$ 1,900.00	\$ 26,600.00	\$ 3,000.00	\$	42,000.00
64. Gate Valve & Well, Rem	1	EA	\$ 350.00	\$ 350.00	\$ 1,300.00	\$	1,300.00
65. Gate Valve & Box, Rem	1	EA	\$ 200.00	\$ 200.00	\$ 1,300.00	\$	1,300.00
66. Gate Valve & Box, 8 inch	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,400.00	\$	6,800.00
67. Water Main Connection	2	EA	\$ 500.00	1,000.00	\$ 8,000.00	\$	16,000.00
68. Fire Hydrant, Rem	2	EA	\$ 350.00	\$ 700.00	\$ 1,300.00	\$	2,600.00
69. Fire Hydrant Assembly, Complete	2	EA	\$ 7,900.00	15,800.00	\$ 7,000.00	\$	14,000.00
70. Water Main, Abandon	572	LFT	\$ 1.00	572.00	\$ 15.00	\$	8,580.00
SUBTOTAL WATER MAIN BID				\$ 137,572.00		\$	203,980.00
ALTERNATE BID							
71. Dr Structure, Rem	1	EA	\$ 350.00	\$ 350.00	\$ 1,300.00	\$	1,300.00
72. Sewer, Rem, Less than 24 inch	11	FT	\$ 22.00	242.00	\$ 100.00	\$	1,100.00
73. Curb and Gutter, Rem*	1,235	FT	\$ 9.00	11,115.00	\$ 20.00	\$	24,700.00
74. Pavt, Rem*	89	SYD	\$ 20.00	1,780.00	\$ 33.00	•	2,937.00

	Pamar Enterprises 31604 Pamar Court New Haven, MI   48048								Asphalt Specialists 1780 E. Highwood Pontiac, MI   48340	
Item	Quantity	Unit		Unit Price		Total Cost		Unit Price		Total Cost
75. HMA Surface, Rem*	1,906	SYD	\$	18.00	\$	34,308.00	\$	9.00	\$	17,154.00
76. Sign, Type III, Rem*	5	EA	\$	10.00	\$	50.00	\$	13.00	\$	65.00
77. Excavation and Embankment, CIP*	688	CYD	\$	50.00	\$	34,400.00	\$	50.00	\$	34,400.00
78. Erosion Control, Inlet Protection, Fabric Drop*	2	EA	\$	55.00	\$	110.00	\$	130.00	\$	260.00
79. Aggregate Base, 4 inch, 21AA, Modified*	9	SYD	\$	10.00	\$	90.00	\$	8.00	\$	72.00
80. Aggregate Base, 6 inch, 21AA, Modified*	228	SYD	\$	12.00	\$	2,736.00	\$	12.00	\$	2,736.00
81. Sewer, Cl IV, 12 inch, Tr Det B	12	FT	\$	110.00	\$	1,320.00	\$	300.00	\$	3,600.00
82. Sewer Tap, 12 inch	2	FT	\$	1,350.00	\$	2,700.00	\$	160.00	\$	320.00
83. Dr Structure Cover, Adj, Case 1*	4	EA	\$	550.00	\$	2,200.00	\$	650.00	\$	2,600.00
84. Dr Structure Cover, Type C*	5	EA	\$	600.00	\$	3,000.00	\$	650.00	\$	3,250.00
85. Dr Structure Cover, Type G	1	EA	\$	550.00	\$	550.00	\$	650.00	\$	650.00
86. Dr Structure, 24 inch dia	1	EA	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
87. Dr Structure, 48 inch dia	1	EA	\$	3,500.00	\$	3,500.00	\$	4,300.00	\$	4,300.00
88. Dr Structure, Tap, 12 inch	1	EA	\$	1,000.00	\$	1,000.00	\$	160.00	\$	160.00
89. DPW Structure Cover, Adj, Case 1*	5	EA	\$	800.00	\$	4,000.00	\$	650.00	\$	3,250.00
90. DPW Structure Cover, Adj, Case 2	2	EA	\$	750.00	\$	1,500.00	\$	650.00	\$	1,300.00
91. DPW Structure Cover*	1	EA	\$	550.00	\$	550.00	\$	650.00	\$	650.00
92. Hand Patching*	176	TON	\$	146.00	\$	25,696.00	\$	120.00	\$	21,120.00
93. HMA Approach	18	TON	\$	185.00	\$	3,330.00	\$	170.00	\$	3,060.00
94. Conc Base Cse, Nonreinf, 6 inch*	406	SYD	\$	70.00	\$	28,420.00	\$	75.00	\$	30,450.00
95. Driveway, Nonreinf Conc, 6 inch*	91	SYD	\$	80.00	\$	7,280.00	\$	80.00	\$	7,280.00
96. Curb and Gutter, Conc, Det F2*	1,709	FT	\$	50.00	\$	85,450.00	\$	37.00	\$	63,233.00
97. Post, Steel, 3 lb*	98	FT	\$	8.00	\$	784.00	\$	10.00	\$	980.00
98. Sign, Type IIIA*	19	SFT	\$	19.50	\$	370.50	\$	26.00	\$	494.00
99. Turf Establishment, ES Seed	546	SYD	\$	10.00	\$	5,460.00	\$	15.00		8,190.00
00. Turf Establishment*	1,044	SYD	\$	9.00	\$	9,396.00	\$	10.00	\$	10,440.00
SUBTOTAL ALTERNATE BID					\$	274,187.50			\$	252,551.00

TOTAL AMOUNT BID			\$	1,476,831.04	\$	1,536,224.99
Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost
			Nev	v Haven, MI   48048		Pontiac, MI   48340
				31604 Pamar Court		1780 E. Highwood
				Pamar Enterprises		Asphalt Specialists

ENGINEER: Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield Hills, MI 48302

# **CITY OF BIRMINGHAM** ENGINEERING DEPARTMENT 2021 ASPHALT RESURFACING PROJECT CITY CONTRACT No. 5-21 (P)



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### **GENERAL PROVISIONS**

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE M.D.O.T. 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION EXCEPT AS NOTED HEREIN AND IN THE

THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE LOCAL FIRE AND POLICE DEPARTMENTS 24 HOURS IN ADVANCE OF PROPOSED ROAD CLOSURES.

THE CONTRACTOR AND/OR HIS SUBCONTRACTOR SHALL NOTICY. "MISS DIG", (1-800-482-7171 OR 811) AND THE CITY OF BIRMINGHAM WATER, SEWER, FIRE AND POLICE DEPARTMENTS 3 WORKING DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

CONTRACTOR TO PROTECT EXISTING ABOVE GROUND AND BELOW GROUND FACILITIES INCLUDING: UTILITIES, POLES, TREES, SHRUBS AND OTHER VEGETATION UNLESS NOTED FOR REMOVAL ON THE PLANS: AND SHALL REPAIR OR REPLACE DAMAGED FACILITIES AT NO COST TO THE OWNER. TREES SHALL BE NEATLY TRIMMED. IT IS THE REPONSIBILITY OF THE CONTRACTOR TO PROTECT AND MAINTAIN EXISTING SERVICES TO EXISTING HOMES, INCLUDING SANITARY, WATER, GAS, CABLE AND OTHER

CONTRACTOR SHALL PROTECT ALL OTHER SITE FEATURES SUCH AS PLANTERS, MAILBOXES, FENCES, LANDSCAPING, WALLS, WALKS, PORCHES, ETC, AND RESTORE TO ORIGINAL CONDITION IF DAMAGED EXCEPT AS NOTED. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR THIS WORK

ALL CONSTRUCTION STAGING AREAS SHALL BE APPROVED BY THE PROJECT ENGINEER, CITY OF BIRMINGHAM, AND LANDOWNER(S) PRIOR TO START OF CONSTRUCTION. ANY AREAS BEYOND CONSTRUCTION RIGHT-OF-WAY SECURED BY TH CONTRACTOR FOR USE AS CONSTRUCTION STAGING SHALL BE AT HIS OWN EXPENSE. THE RESTORATION OF ALL STAGING AREAS SHALL BE COMPLETED PRIOR TO FINAL ACCEPTANCE OF THE WORK OF THIS PROJECT. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR THIS WORK

HMA BOND COAT WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF HMA CONSTRUCTED FOR THE PROJECT

### UNDER CONSTRUCTION

WHEN EXCAVATING FOR CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES

FINAL ADJUSTMENTS OF ALL STRUCTURES BOTH NEW AND EXISTING SHALL BE MADE PRIOR TO PLACING THE FINAL SURFACE

DRAINAGE STRUCTURE LOCATIONS ARE REFERENCED TO CONSTRUCTION CENTERLINE. VERIFY LAYOUT OF CURB INLETS FROM PAVEMENT ALIGNMENT PRIOR TO CONSTRUCTION

ALL SEWER TRENCHES SHALL BE BACKFILLED OR OTHERWISE PROTECTED OVERNIGHT AS DIRECTED BY THE ENGINEER. PAYMENT IS INCLUDED IN THE PAY ITEM FOR UTILITY CONSTRUCTION.

SIDEWALK IS SUSCEPTINLE TO CRACKING, THERFORE, ONCE IT HAS BEEN POURED, OR IF IT IS EXISTING INFERIORE, INCE IN HAS BEEN POURED, OR IF IT IS EXISTING SIDEWALK, THE CONDTRACTOR SHALL NOT PUT ANY EQUIPMENT OF ANY KIND ON IT, FOR ANY REASON, EVEN FOR TURF ESTABLISHMENT OR RESTORATION WORK OUTSIDE THE SIDEWALK. THE CONTRACTOR SHALL PLAN AND STAGE NECESSARY WORK OUTSIDE THE SIDEWALK TO PREVENT THE PLACEMENT OF ANY FOURPMENT ON SIDEWALK TO PREVENT THE PLACEMENT OF ANY EQUIPMENT ON THE SIDEWALK, EXISTING OR NEW. CRACKED, CHIPPED, SPALLED, OR DAMAGED SIDEWALK, NEW OR EXISTING, SHALL NOT BE ACCEPTED AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE

RESTORE AND STABILIZE ALL SLOPES IN ACCORDANCE WITH THE PLANS AND AS DESCRIBED IN THE SPECIAL PROVISION FOR TURE STABLISHMENT,

ALL AREAS DISTURBED BY THE CONTRACTOR AND/OR HIS SUBCONTRACTOR BEYOND THE SLOPE STAKE LINE (SSL) LIMITS OF THE PROJECT SHALL BE RESTORED IN ACCORDANCE WITH SPECIAL PROFVISION FOR TURF ESTABLISHMENT, NO ADDITIONAL PAYMENT OR COMPENSATION WILL BE MADE FOR THIS ACTIVI

ALL FINAL GRADES SHALL SLOPE TO DRAIN TOWARD CATCH BASINS, DITCHES, SWALES, CURBS, AND DRAINAGEWAYS UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL NOT PERFORM ANY SIDE WORK CONTRACTED PRIVATELY WITHIN THE CONSTRUCTION AREA.

OFFSET SHOWN IN PLAN/PROFILE IS TO EDGE OF METAL WHEN STRUCTURE IS LOCAT4ED IN ROADWAY CURB AND GUTTER. RIM GRADES IN ROADWAY ARE GIVEN AS EDGE OF PAVEMENT OFFSET IS TO CENTER OF CASTING WHEN STRUCTURE IS LOCATED IN GREENBELT

SUMP DEPTH IS FROM LOWEST PROPOSED INVERT. CATCH BASIN (CB) MEANS 2 FT SUMP INCLUDED IN DRAINAGE STRUCTURE PAY

ITEM. INLETS (INL) AND MANHOLES (MH) DO NOT HAVE A SUMP UNLESS SPECIFICALLY CALLED OUT ON PLANS.

THE SOIL BORING LOGS DEPICT POINT LOCATIONS AND DO NOT INFER THAT THE SURFACE CONDITIONS ARE THE SAME IN OTHER AREAS. BORINGS AND PAVEMENT CORE LOCATIONS ARE SHOWN ON THE PLANS, SOIL BORINGS AND THE GEOTECHNICAL INVESTIGATION IS BY: G2 CONSULTING GROUP, TROY MI

PLAN DIMENSIONS AND MEASUREMENTS ARE BASED ON FIELD TOPOGRAPHIC SURVEY BY: HUBBELL, ROTH & CLARK, INC. PROPERTY OWNER'S NAMES, WHERE SHOWN, ARE FOR INFORMATION ONLY, AND THEIR ACCURACY IS NOT GUARANTEED.

### UTILITIES

NAME & ADDRESS OF LITH ITIES

THE EXISTING UTILITIES LISTED BELOW AND SHOWN ON THESE THE EXISTING UTILITIES LISTED BELOW AND SHOWN ON THESE PLANS REPRESENT THE BEST INFORMATION AVAILABLE AS OBTAINED FROM SURVEYS AND FROM UTILITY RECORD MAPS. THIS INFORMATION DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO NOTIFY THE PROPER UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE TO VERTICAL EXISTENCE UTILITIES AND AUTOR DATA VERIFY ALL EXISTING UTILITIES AND THEIR LOCATIONS AS PART OF THE CONSTRUCTION OF THIS PROJECT, ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN, PURSUANT TO ACT 174 OF THE PA OF 2013 AS A CONDITION OF THIS CONTRACT NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED.

THE FOLLOWING UTILITY COMPANIES HAVE FACILITIES WITHIN THE PROJECT LIMITS

TYPE OF LITILITY

NAME & ADDRESS OF UTILITIES	TYPE OF UTILITY
AT&T ATTN: MATT SLIWA 54 N. MILL STREET BOX 32 PONTIAC, MI 48342 O: (313) 263-9939 C: (248) 877-0762 E: <u>MS6913@ATT.COM</u>	TELECOMM. FIBER OPTIC
<u>CITY OF BIRMINGHAM</u> ATTN: JIM SURHIGH 151 MARTIN ST BIRMINGHAM, MI 48009 O: (248)530-1850	WTR. MAIN, STM. SWR. & SAN. SWR.
CONSUMERS ENERGY LIVONIA SERVICE CENTER ATTN: CHERI PAYNE 11801 FARMINGTON ROAD LIVONIA, MI 48150 C: (248) 769-5704 C: (248) 497-5771 E: <u>CHERI PAYNE@CMSENERGY.COM</u>	GAS
DTE ATTN: CARL FORD 8001 HAGGERTY ROAD BELLEVILLE, MI 48111 O: (248) 427-2937	ELECTRIC
THE CONTRACTOR SHALL, BEFORE EACH I MOVING TO A NEW AREA OF WORK, DETE THE LOCATION OF ALL UNDERGOUND FAC LOCATION STAKES HAVE BEEN MOVED CORRECT, THE CONTRACTOR SHALL NOT UTILITIES HAVE HAD AN OPPORTUNITY TT THEIR LOCATIONS. ANY DELAYS INCURRED RESTAKING OF UTILITIES SHALL NOT BE A I COMPENSATION.	RMINE AND EVALUATE CILITIES IN THE AREA. IF OR DO NOT APPEAR EXCAVATE UNTIL ALL O CHECK OR RESTAKE DUE TO CHECKING OR
ALL GAS FACILITIES SHALL BE PROTECTED DISTRIBUTION STANDARDS AND REQUIREN	
THE CONTRACTOR SHALL BE REQUIR NECESSARY PERMITS PRIOR TO WORK UTILITIES:	RED TO OBTAIN ALL ON THE FOLLOWING
ROAD COMMISSION FOR CONSTRUCTION SIGNING	OAKLAND COUNTY
PRIOR TO WORK ON FACILITIES BELON AGENCIES, A MINIMUM OF 72 HOURS NOTI ORDER TO INSURE PROPER INSPECTION AGENCIES.	ICE MUST BE GIVEN IN

THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK, AND SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO INSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED

FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL DIAL (800) 482-7171, OR 811 A MINIMUM OF 3 FULL WORKING DAYS, EXCLUDING SATURDAY, SUNDAY AND HOLDAYS, PRIOR TO EXCAVATING IN THE VICINITY OF UTILITY LINES, ALL "MISS DIG" PARTICIPATING MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.

### EARTHWORK AND GRADING

ALL STRIPPED TOPSOIL SHALL BE THE PROPERTY OF THE CONTRACTOR. ONSITE STORAGE WILL NOT BE PERMITTED WITHOUT APPROVAL BY THE ENGINEER. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL REMOVAL, HAULING AND STORAGE OR DISPOSAL OFFSITE.

THROUGHOUT THE PROJECT NO UNDERCUTS WILL BE LEET OVERNIGHT NEXT TO THE EDGE OF THE TRAVELED ROADWAY

ALL SLOPES SHALL BE FINISHED AS CLASS 'A' SLOPES

SAWING FOR PAVEMENT REMOVAL AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER, TO THE DEPTH REQUIRED FOR AS DIRECTED BY THE ENGINEER, TO THE DEFINIT REQUIRED FOR CLEAN REMOVAL OF PAVK REM" OR CURBS, SHALL BE INCLUDED IN THE ITEM OF "Pavk, Rem" OR "HMA Surface, Rem", OR "Curb and Gutter, Rem". SAWING DEPTH SHALL BE ADEQUATE TO PREVENT SPALLING, CHIPPING, OR DAMAGE TO EXISTING PAVEMENT EDGES LEFT IN PLACE.

SOIL EROSION AND SEDIMENTATION CONTROL: IN ADDITION TO THE GENERAL SOIL EROSION AND SEDIMENTATION CONTROL IN ADDITION TO REQUIREMENTS IN THE PROPOSAL THE FOLLOWING MEASURES SHALL BE INCORPORATED INTO THIS PROJECT:

1. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO MINIMIZE THE AREAS LEFT BARREN DURING CONSTRUCTION AND TO DISTURB ONLY THOSE AREAS ABSOLUTELY REQUIRED FOR THE CONSTRUCTION OF THE PROJECT

2. EROSION CONTROL ITEMS (CB INSERTS, SILT FENCE, ETC.) AS CALLED OUT ON PLAN AND/OR AS DIRECTED BY THE ENGINEER SHALL BE INSTALLED AND MAINTAINED ACCORDING TO THE SPECIFICATIONS, AND SHALL BE REMOVED WHEN THEY ARE NO LONGER EFFECTIVE AS DETERMINED BY THE ENGINEER. NO SEPARATE PAYMENT SHALL BE ALLOWED FOR EITHER MAINTENANCE OR REMOVAL OF THE EROSION CONTROL ITEMS.

3 THE CONTRACTOR SHALL REMOVE SEDIMENT COLLECTED IN 5. THE CONTRACTOR SHALL REMOVE SEMINARI COLLECTED IN CULVERTS, SEDIMENT TRAPS, & SUMPS OF ALL DRAINAGE STRUCTURES, THE ENGINEER WILL INSPECT SUMPS AND CULVERTS AFTER STORMS AND DIRECT THE CONTRACTOR TO CLEANOUT SUMPS AND CULVERTS TO PROVIDE FOR. SEDIMENT COLLECTIONS CLEARING SUMPS AND CULVERTS FOR SEDIMENTATION CONTROL SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE RESPECTIVE S.E.S.C. PAY ITEM.

4.THE CONTRACTOR SHALL FOLLOW LOCAL RULES AND REGULATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL FOR ALL MATERIALS THAT ARE DISPOSED OF OFF THE PROJECT SITE

TRAFFIC SHALL BE MAINTAINED AS SHOWN ON THE PLANS AND AS DETAILED IN THE MOT SPECIFICATION. ALL WORK THAT HAS NOT BEEN ACCOUNTED FOR IN A PARTICULAR BID ITEM SHALL BE INCLUDED IN LUMP SUM AMOUNT BID FOR Minor Traf Devices

ALL EXCAVATED AREAS SHALL BE DELINEATED BY PLASTIC DRUMS AT THE CLOSE OF EACH DAY ALONG THE ENTIRE LENGTH OF ANY EXCAVATION. PLASTIC DRUMS TO BE PLACED OVER ALL EXPOSED CASTINGS IN ROADWAY AT CLOSE OF EACH DAY, TYPE II'S ON THE PROJECT TO BE PLASTIC DRUMS. HIGH INTENSITY ISHED AND MAINTAINED BY THE CONTRACTOR.

CONTRACTOR SHALL MAINTAIN SAFE, DUST FREE CONDITIONS ON EXISTING STREETS WHICH SHALL REQUIRE DAILY REMOVAL OF EARTH TRACKED OR SPILLED ON ROAD SURFACE, AND OTHER DUST CONTROL MEASURES AS REQUIRED BY THE PROJECT ENGINEER EXCESSIVE DUST WILL NOT BE TOLERATED AT ANY TIME DURING CONSTRUCTION. THIS WORK SHALL NOT BE PAID FOR SEPARATELY, BUT INCLUDED IN OTHER ITEMS OF WORK.

### MISCELLANEOUS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY BEYOND THE SLOPE STAKE LINE, INCLUDING EXISTING FENCING, LAWN, TREES AND SHRUBBING

THE CONTRACTOR MUST REPAIR OR REPLACE ANY SPRINKLER HEADS, LINES, ETC. THAT MAY BE DAMAGED DURING THE COURSE OF CONSTRUCTION. PAYMENT FOR SPRINKLER REPAIR WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

WHEN THE FOLLOWING ITEMS OF WORK ARE SPECIFIED ON THE PLANS OR REQUIRED BY THE ENGINEER IN THE CONSTRUCTION OF THE PROJECT. THE ITEM WILL NOT BE PAID FOR SEPARATELY, UNLESS A PAY ITEM FOR THESE ITEMS IS PROVIDED.

• RELOCATING ORNAMENTAL ROCKS AND BOULDERS TO THE RIGHT-OF-WAY LINE • HMA BOND COAT

- ROCK EXCAVATION
- SWEEPING PAVEMENT
- OUST PALLIATIVE
   SAWING, FOR PAVEMENT AND CURB REMOVAL
- CONCRETE ADMIXTURES

REMOVING EDGEDRAIN, UNDERDRAIN, FRENCHDRAINS, OR DRAIN TILE

PROJECT CLEANUP

THE FOLLOWING ITEMS OF WORK SHALL BE DONE AS THEY APPLY THROUGHOUT THE PROJECT OR AS DIRECTED BY THE ENGINEER. THRSE ITEMS ARE NOT DETAILED OR INCLUDED ON THE PLAN AND PROFILE SHEETS:

MISCELLANEOUS AS DIRECTED QUANTITIES			
PAY ITEM	QTY	UNIT	
Mobilization, Max 5%	1	Lsum	
Subgrade Undercutting, 1 x 3, Special	140	Cyd	
Aggregate Base, 21AA	100	Ton	
Aggregate Base, 4 inch, 21AA, Modified	2,617	Syd	
Maintenance Gravel	50	Ton	
Sewer, Cl IV, 12 inch, Tr Det B	16	Ft	
Pavt Joint and Crack Repr, Det 8	140	Ft	
Hand Patching	166	Ton	
Sidewalk Ramp, Conc, 6 inch, Modified	50	Sft	
Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	500	Ft	
Pavt Mrkg, Sprayable Thermopl, 6 inch, White	650	Ft	
Turf Establishment	250	Syd	

City of T	Birmingham
HUBBELL, ROTH CONSULTING ENGIL 555 HULT DRVE BLOOMFIELD HILLS, MICH. PHONE: (248) 454-6300 FAX (1st. Fior): (248) 454- FAX (2nd. Fibor): (248) 454- WEB SITE: http:// www.hrce	NEERS SINCE 1915 P.0. BOX 824 48303 - 0824 3312 8359
	BID PLANS Y PLANS TO CITY INS AND/OR REVISIONS
CITY OF BIRMINGHA BACAND COUNTY, MICHIG BACAND COUNTY, MICHIG	
CITY OF BIR 2021 AS RESURFACIN	PHALT
PROJECT	NOTES

# WATER & SEWER SYMBOLS

	EXISTING	PROPOSED
STORM SEWER	§Ŧ	
SANITARY SEWER	SA	
WATER MAIN	WM	WM
STORM MANHOLE	জ	জ
STORM CATCH BASIN/ INLET		Ħ
END SECTION	Ś	
RISER & DOWN SPOUT	0 🗆	0 🗆
STORM CLEAN OUT	(5703)	<b>600</b>
DRAINAGE FLOW	~~~~	~~~~
SANITARY MANHOLE	æ	æ
GATE VALVE & WELL	$\otimes$	$\otimes$
GATE VALVE	$\otimes$	8
WELL	0	o
WATER STOP BOX	0	0
SPRINKLER HEAD	0	o
HYDRANT	Q	Д
SPRINKLER HEAD	W	
PUMP STATION	(II)	(6)

# UTILITY SYMBOLS

ł	EXISTING	PROPOSED
ELECTRICAL	- E	——— E ———
TELECOMMUNICATIONS	— T ———	T
NATURAL GAS	— G ———	G
0IL	- OIL	OIL
UTILITY POLE	Ø	Ø
UTILITY POLE W/ RISER	Ŕ	
LIGHT POLE	- <b>\</b> -	
UTILITY POLE W/ LIGHT	- <b>\$</b> -	
GUY WIRE	$\downarrow$	
ELECTRIC METER	EM	
ELECTRIC MANHOLE	E	
TELECOMMUNICATIONS RISER	T	
TELECOMMUNICATIONS MANHOLE	$\Box$	
TRAFFIC POLE	1	
GAS VALVE	$\otimes$	
GAS BOX BLOW OFF	6	
GAS METER	GM	
PIPE END	D	
UNDERGROUND MARKER	Μ	
UNSPECIFIED MANHOLE	UN	

# **MISCELLANEOUS**

	EXISTING	PROPOSED
SLOPE STAKE LINE		
DITCH		
WETLAND		
FENCE	— x ——	x
VERTICAL BOARD	- \\	\\
GUARDRAIL	0	O
WOODS/BRUSH LINE		
SHRUB LINE	······································	
BACK OF CURB		
DECIDUOUS SHRUB	253	
CONFEROUS SHRUB	***	
DECIDUOUS TREE	$\bigcirc$	
CONFEROUS TREE	$\bigotimes$	
DEAD TREE	袾	
STUMP	$\square$	
NATURAL GAS	۲	
TELECOMMUNICATIONS RISER	Т	
SIGN	$\square$ 0	
MAILBOX	Ĩ <sup>₽</sup> •	
TRAVERSE	$\bigtriangleup$	
BENCH MARK	$\blacklozenge$	
PROPERTY IRON		
SECTION CORNER	S	
SOIL BORING, PAVEMENT CORE		

# **ABBREVIATIONS**

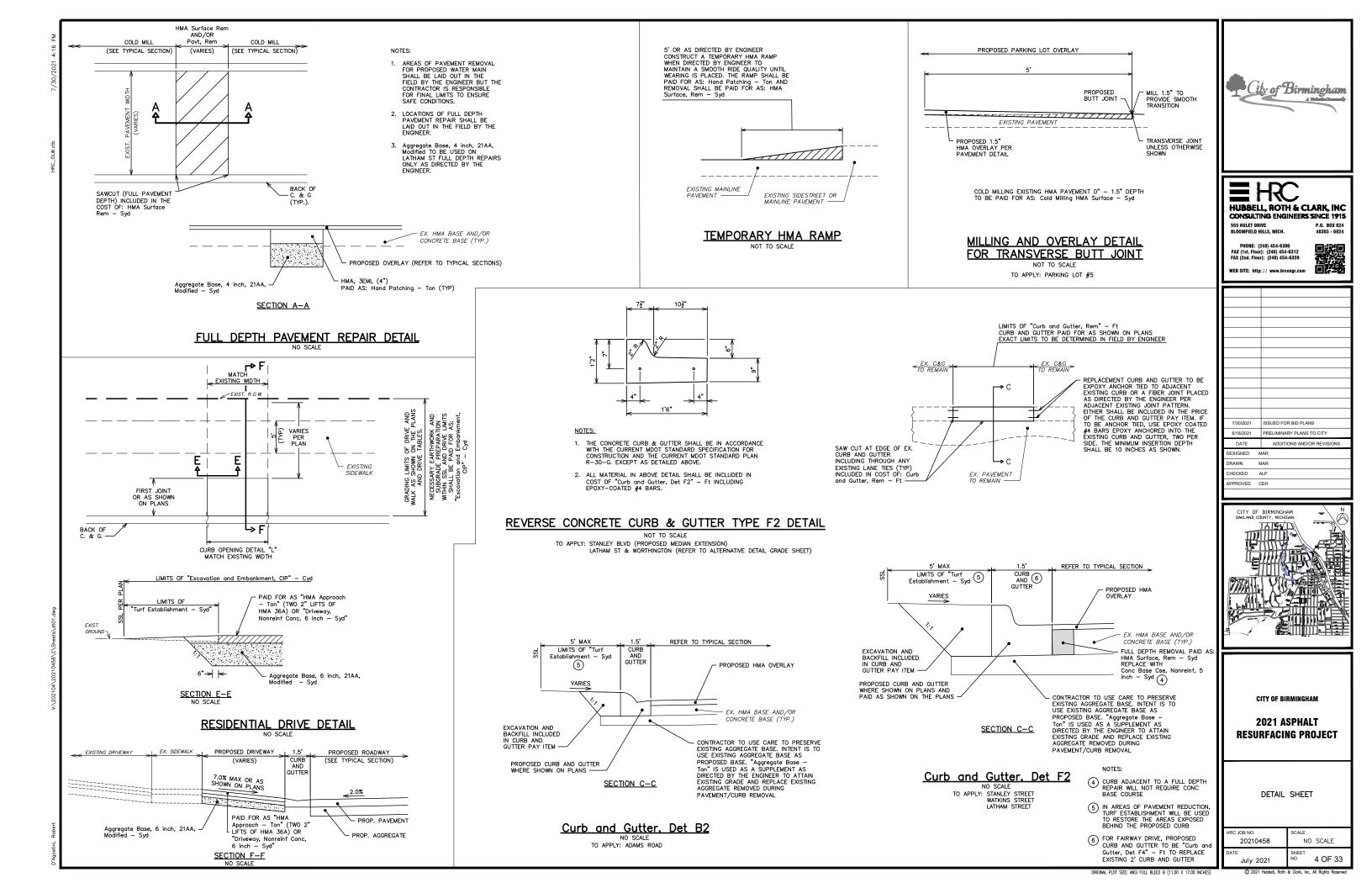
HORIZONTA	AL CURVES
D	DEGREE OF CURVATURE
R	RADIUS
Δ	CENTRAL ANGLE
Т	TANGENT
L	ARC LENGTH
CH. BRG.	CHORD BEARING (LONG CHORD)
L.C.	CHORD LENGTH
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.I.	POINT OF INTERSECTION
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
VERTICAL	CURVES
P.V.C.	POINT OF VERTICAL CURVE
P.V.I.	POINT OF VERTICAL INTERSECTION
P.V.T.	POINT OF VERTICAL TANGENCY

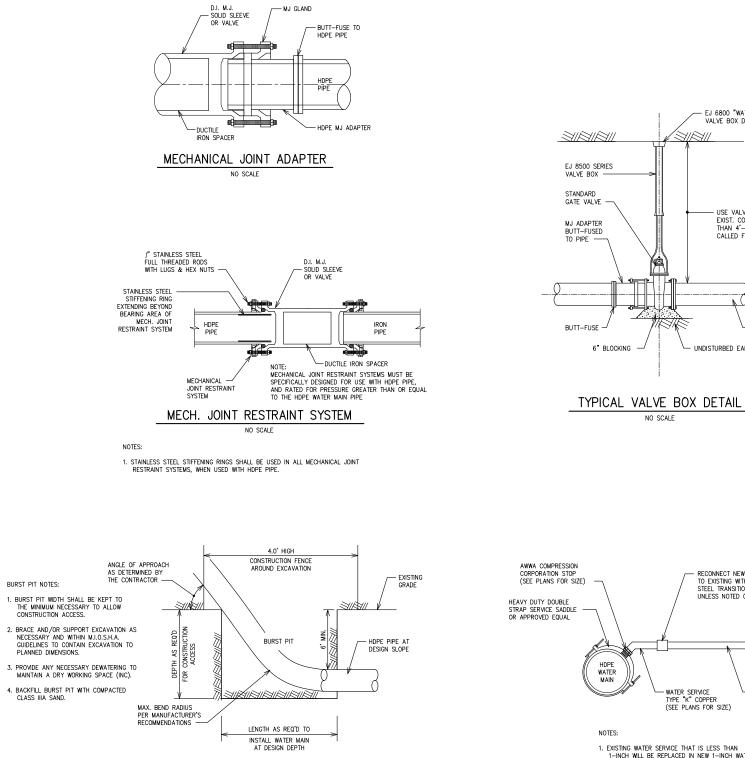
<u>GENERAL</u>	
E/M	EDGE OF METAL
EX./EXIST.	EXISTING
P.O.R.	POINT OF ROTATION
P.O.B.	POINT OF BEGINNING
P.O.E.	POINT OF ENDING
H.C.P.	HORIZONTAL CONTROL POINT
B.M.	BENCH MARK
	MECHANICALLY STABILIZED EMBANKMENT
STM.	
SAN.	
	WATERMAIN
R.O.W.	RIGHT-OF-WAY
	TOP OF CURB
	TOP OF DRAINAGE STRUCTURE COVER
F.J.	
	SLOPE STAKE LINE
C.I.P.	
C.S.B.	
S.H.A.	
	(SOIL BORINGS)
OCWRC	OAKLAND COUNTY WATER RESOURCES
	COMMISSION

# PROPOSED

CURB REMOVAL	•	$\times \times \times \times \times \times \times \times \times$
UTILITY REMOVAL	•	~ ~ ~ ~ ~ ~ ~ ~ ~ ~
UTILITY ABANDONED	•	<i></i>
TREE REMOVAL		$\times$
ABANDOND		A
REMOVE		R
SAVE		S
RELOCATE BY OTHERS		REL-B/O
STRUCTURE ADJUST		(ADJ)







BURST PIT DETAIL NO SCALE

- MJ GLAND

### HDPE WATER MAIN NOTES

- THE WATER MAIN.
- 3. ELECTRO-FUSION COUPLINGS AND FITTINGS ARE NOT PERMITTED.

- NEW STOP BOX PER STANDARD DETAILS WHERE NOTED TO EXISTING WITH STAINLESS STEEL TRANSITION FITTING UNLESS NOTED ON PLANS - HDPE TO COPPER COMPRESSION COUPLING AS REQUIRED HDPE WATER MAIN - WATER SERVICE TYPE "K" COPPER (SEE PLANS FOR SIZE) NEW "K" COPPER, - EXISTING WATER SERVICE SIZE AS SPECIFIED WHERE NOTED ON PLANS NOTES: EXISTING WATER SERVICE THAT IS LESS THAN 1-INCH WILL BE REPLACED IN NEW 1-INCH WATER SERVICE. 2. IF NON-COPPER PIPING IS ENCOUNTERED DURING CONSTRUCTION, NOTIFY CITY OF BIRNINGHAM DPW, IMMEDIATELY. AT A MINIMUM NON-COPPER PIPING WILL BE REPLACED TO THE CURB STOP BOX.

RECONNECT NEW WATER SERVICE

EJ 6800 "WATER" VALVE BOX DROP LID

USE VALVE BOX WHERE EXIST. COVER LESS THAN 4'- 10" OR AS CALLED FOR ON PLANS

- FXIST WM

- UNDISTURBED EARTH

11211

Ka)

NO SCALE

## HOUSE LEAD DETAIL

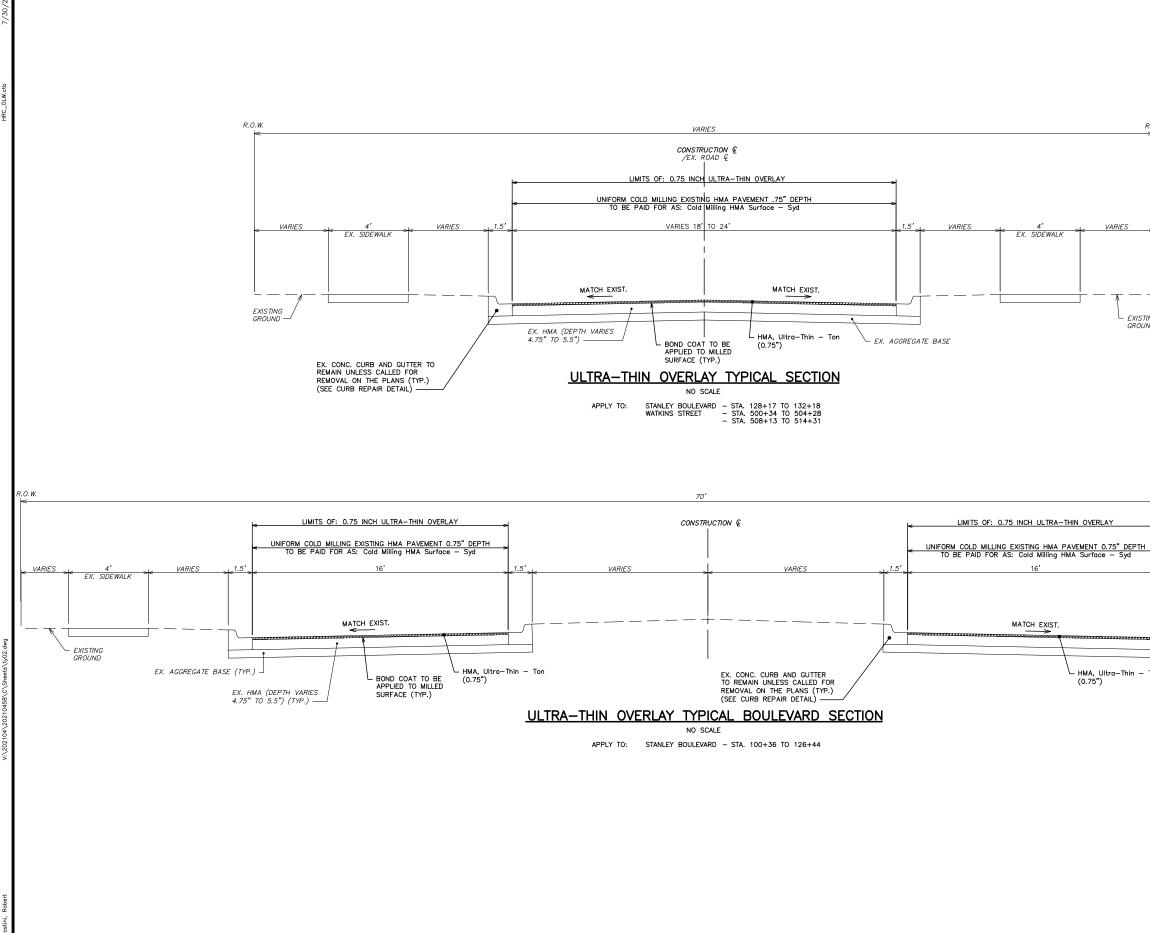
NO SCALE

IN ACCORDANCE WITH EGLE REQUIREMENTS, A MECHANICAL JOINT ADAPTOR WITH A CONCRETE COLLAR AND FLEX RESTRAINT (SEE THIS SHEET), MUST BE UTILIZED AT LOCATIONS WHERE THE NEW HDPE MAIN IS TO BE CONNECTED WITH EXISTING UNRESTRAINED DUCTILE OR CAST INCON WATER MAIN TO ENSURE THE JOINTS IN THE EXISTING WATER MAIN DO NOT SEPARATE.

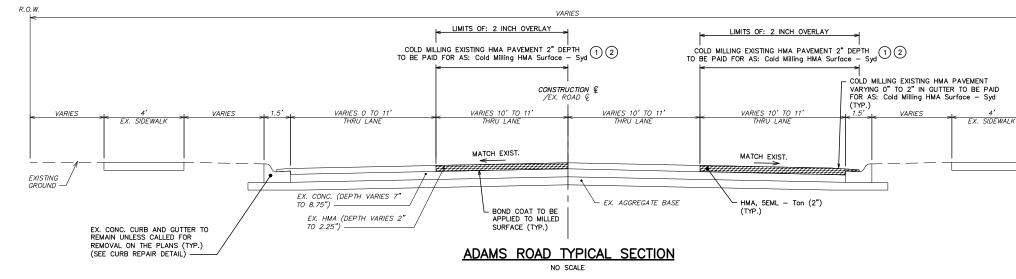
2. TRACER WIRE FOR HDPE WATER MAIN SHALL BE INSTALLED, AS DESCRIBED IN THE SPECIFICATIONS ATTACH TO ALL METAL CONNECTIONS (VALVES, HYDRANTS, HOUSE CONNECTIONS, ETC.) TRACER WIRE TO BE INSTALLED WITH ALL HDPE WATER MAIN AND INCLUDED IN THE UNIT PRICE BID FOR THE WATER MAIN.

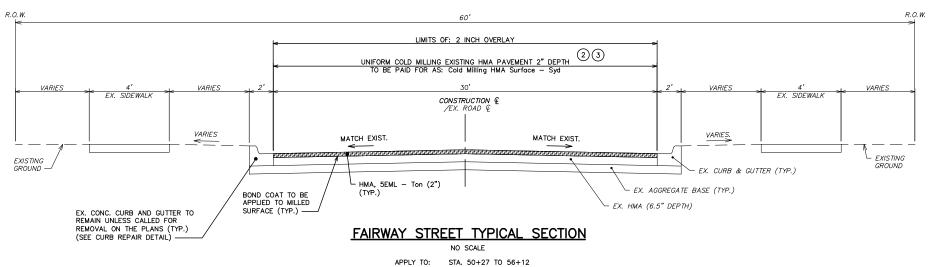
4. FOR APPLICATIONS WHERE IT IS NOT PRACTICAL TO USE BUTT-FUSED MJ ADAPTERS, OTHER MECHANICAL JOINT RESTRAINT SYSTEMS SUCH AS MEGALUG, MAY BE USED WHERE APPROVED BY THE OWNER. REFER TO SPECIFICATIONS.

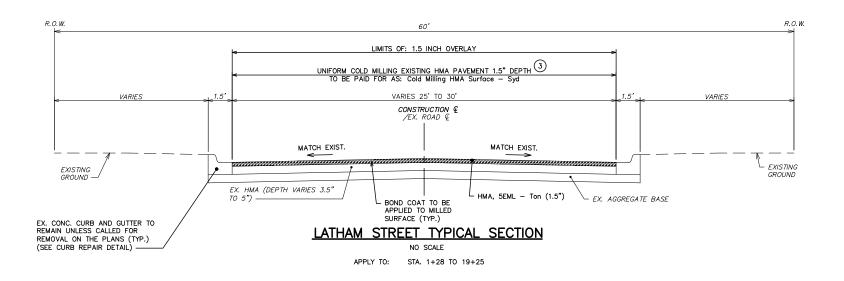
City of Birmingham
HUBBELL, ROTH & CLARK, INC DISULTING ENGINEERS SINCE 1915 555 HULET DRIVE BLOOMFIELD HILLS, MICH. PHONE: (248) 454-6302 FAX (1st. Floor): (248) 454-6312 FAX (2st. Floor): (258) 454-6312 FAX (2st. Floor):
7/30/2021     ISSUED FOR BID PLANS       6/18/2021     PRELIMINARY PLANS TO CITY       DATE     ADDITIONS AND/OR REVISIONS       DESIGNED     MAR       DRAWN     MAR       CHECKED     ALP       APPROVED     CEH
CITY DF BIRMINGHAM DACLAND COUNTY, MICHIGAN
CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT
WATER MAIN DETAILS
ARC JOB NO. 20210458 DATE July 2021 SHEET NO. 5 OF 33

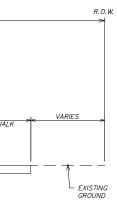


	City of Birmingham
R.O.W.	HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915 S55 MUET DNIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 BLOOMFIELD HILLS, MICH. 45303 - 0824 PHONE: (248) 454-6320 FAX (1st. Floor): (248) 454-6325 FAX (2nd. Floor): (248) 454-6325 WEB SITE: http:// www.hrcengr.com
TING JND	
<i>R.O.W.</i> ≫	7/30/2021 ISSUED FOR BID PLANS 6/18/2021 PRELIMINARY PLANS TO CITY DATE ADDITIONS AND/OR REVISIONS DESIGNED MAR DRAWN MAR CHECKED ALP APPROVED CEH
1.5' VARIES 4' VARIES EX. SIDEWALK EX. SIDEWALK EXISTING GROUND	DALAD CULITY, MELAN
	CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT
	TYPICAL SECTIONS
	July 2021 SHEET NO. 6 OF 33









NOT	res:
1	INTEN

- 1. INTENT IS TO MILL DOWN TO CONCRETE SURFACE. HMA, SEML TONNAGE INCLUDES 2.5 INCHES FOR AREAS EXCEEDING 2 INCHES.
- (2.) REFER TO PLAN SHEETS FOR MILLING LOCATIONS. MILL & OVERLAY LOCATIONS SHALL BE BE LAID OUT BY ENGINEER.
- 3 REFER TO PLAN SHEETS FOR LOCATIONS OF FULL DEPTH REPAIRS.

₽.G	by of Birmingham
	-RC
	L, ROTH & CLARK, INC ING ENGINEERS SINCE 1915 IVE P.0. BOX 824
BLOOMFIELD H Phone: (2	IILLS, MICH. 48303 - 0824
	): (248) 454-6312 r): (248) 454-6359
7/30/2021 6/18/2021	ISSUED FOR BID PLANS PRELIMINARY PLANS TO CITY
	ADDITIONS AND/OR REVISIONS
CHECKED A	MAR ALP CEH
AFFROVED	
CITY OF DAKLAND CO -	BIRMINGHAM JUNTY, MICHIGAN
2	ITY OF BIRMINGHAM
2 Resui	021 ASPHALT

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July 2021

7 OF 33

### GENERAL NOTES

- . IT IS REQUIRED OF THE CONTRACTOR TO PERFORM WORK OF FULL DEPTH PAVEMENT REMOVALS THROUGH PLACEMENT OF LEVELING COURSE IN A TRAIN-LIKE MANNER. THE CONTRACTOR SHALL NOT LEAVE ANY FULL DEPTH REPAIR SECTIONS OPENED WITHOUT THE LEVELING COURSE EACH EVENING. HMA LEVELING COURSE MUST BE COMPLETED WITH TEMPORARY HMA RAMPS. HARD CLOSURES, WITH TYPE III BARRICADES, WILL BE PLACED AT EACH END OF THE OPEN LIMIT BY THE CONTRACTOR AND THE LEVELING COURSE IN AST THE CONTRACTOR THE CONTRACTOR DURING THE DAY.
- MAINTENANCE GRAVEL SHALL BE USED FOR RESIDENT ACCESS AS DIRECTED BY THE ENGINEER OR INSPECTOR.

# SEQUENCE OF CONSTRUCTION

NOTES: WORK IS TO BE DONE IN A TRAIN-LIKE MANNER TO LIMIT THE AMOUNT OF ROADWAY UNABLE TO BE TRAVELED ON. REMOVALS, BASE WORK AND PAVING CAN BE DONE PART OR FULL WIDTH.

THE CONTRACTOR IS LIMITED TO CONSTRUCTION ON ANY TWO ROADS (NOT INCLUDING ADAMS ROAD AND FAIRVIEW DR) AT ONE TIME. ONE ROAD OUT OF TWO BEING CONSTRUCTED SHALL BE COMPLETED AS DEFINED IN NOTE 1 BELOW BEFORE STARTING ANOTHER ROAD UNLESS OTHERWISE DIRECTED BY THE ENGINEER. FOR THE PURPOSES OF THIS PROJECT, 'COMPLETED' IS DEFINED AS FINISHING 'ACTIVITY 3' IN THE 'SEQUENCE OF CONSTRUCTION' LISTED BELOW:

SEQUENCE OF CONSTRUCTION ACTIVITIES PER ROAD:

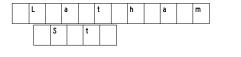
- 1. PAVEMENT REMOVALS, EXCAVATION, 21AA AGGREGATE, AND HMA BASE/LEVELING COURSES FOR FULL DEPTH WORK AREAS OR AS-DIRECTED BY THE ENGINEER
- 2. COLD MILLING PAVEMENT (IF APPLICABLE)
- 3. POUR CONCRETE CURB AND GUTTER ON BOTH SIDES, POUR CONCRETE DRIVEWAYS ON BOTH SIDES, INSTALL RESTORATION AND PAVE TOP COURSE.

### CONSTRUCTION SIGNING

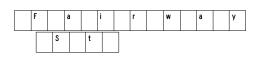
ALL TRAFFIC CONTROL DEVICES INCLUDING SIGNS, BARRICADES, VERTICAL PANELS, DRUMS, WARNING LIGHTS, ARROW BOARDS SHALL MEET THE "ACCEPTABLE" REQUIREMENTS OF AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES - "CURRENT EDITION". ALL TRAFFIC CONTROL DEVICES SHALL BE IN LIKE-NEW CONDITION.

- ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE 2011 MMUTCD. ALL CONSTRUCTION SIGNING SHALL BE BLACK LETTERS 2. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE 20TH MMOTOL. ALL CONSTRUCTION SIGNING SHALL BE BLACK LETTERS ON FLUORESCENT ORANGE BACKGROUND UNLESS SPECIFIED OTHERWISE. ALL TRAFFIC SIGNS FOR THE PROJECT WILL BE RELOCATED BY THE CONTRACTOR FOR EACH ROAD. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ALL TRAFFIC CONTROL DEVICES WITHIN THE PROJECT LIMITS. ANY TRAFFIC CONTROL DEVICES DAMAGED DUE TO THE 3.
- CONTRACTOR'S OPERATION SHALL BE REPARED OR REPLACED BY THE CONTRACTOR AT HIS OR HER OWN EXPENSE. THE CONTRACTOR WILL BE CHARGED FOR ANY DAMAGED TRAFFIC CONTROL DEVICES DUE TO THE CONTRACTOR'S OPERATION, WHICH ARE REPAIRED OR REPLACED BY
- BE CHARGED FOR ANY DAMAGED TRAFFIC CONTROL DEVICES DUE TO THE CONTRACTOR'S OPERATION, WHICH ARE REPARED OR REPLACED B THE CITY OF BIRMINGHAM. AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ANY ADDITIONAL SIGNS, BARRICADES AND LIGHTS WITHIN THE PROJECT TO PROTECT THE TRAFFIC AND WORK AREA. THE CONTRACTOR SHALL PLACE A MINIMUM OF EIGHT (8) SANDBAGS ON CONTRACTOR FURNISHED TYPE III BARRICADES TO PREVENT 5.
- MOVEMENT. ALL TYPE III BARRICADES SHALL BE DOUBLE SIDED.
- MOVEMENT. ALL TYPE III BARRICADES SHALL BE DOUBLE SIDED. 6. CONSTRUCTION SIGNING MOUNTED ON PORTABLE SUPPORTS SHOULD NOT BE USED FOR A DURATION OF MORE THAN FOURTEEN (14) DAYS. 0THERWISE, SIGNS SHALL BE GROUND MOUNTED ON 3 LB U-CHANNEL POSTS. THE FOLLOWING SIGNS MAY BE PLACED ON TEMPORARY SUPPORTS: SIGNS PLACED IN CONJUNCTION WITH THE TYPE III BARRICADES AND SIGNS WITHIN THE CLOSED PORTION OF ROADWAY ITSELF. THE CONTRACTOR SHALL INSTALL ONE FLASHER ON ANY CONSTRUCTION SIGN THAT IS INSTALLED ON TEMPORARY SUPPORTS. 7. ALL SIGNS PLACED IN CONJUNCTION WITH A TYPE III BARRICADE SHALL BE PLACED ON SEPARATE SUPPORTS IMMEDIATELY BEHIND AND ABOVE THE TYPE III BARRICADE. THESE SIGNS SHALL BE INSTALLED ON TEMPORARY SUPPORTS. THE CONTRACTOR SHALL PLACE A MINIMUM OF EIGHT (8) SANDBAGS ON THESE SIGNS TO PREVENT MOVEMENT. 8. THE CONTRACTOR SHALL BE EREPONSIENE FOR COVERING AND UNCOVERING ALL CONSTRUCTION SIGNS AS NEEDED FOR THE PROPER
- 8
- OF EIGHT (8) SANDBAGS ON THESE SIGNS TO PREVENT MOVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COVERING AND UNCOVERING ALL CONSTRUCTION SIGNS AS NEEDED FOR THE PROPER MAINTENANCE OF TRAFFIC THROUGHOUT THE CONSTRUCTION AREA. STOP SIGNS WITHIN THE INFLUENCE OF CONSTRUCTION SHALL BE REMOVED, SALVAGED, RELOCATED AND MAINTAINED BY THE CONTRACTOR. THIS WORK MAY BE REQUIRED MULTIPLE TIMES DURING THE PROJECT TO ACCOMMODATE CONSTRUCTION OPERATIONS. THIS WORK SHALL BE PERFORMED ON THE SAME DAY OF A CHANGE IN OPERATIONS REQUIRING THE SIGN WORK AS DETERMINED AND/OR APPROVED BY THE ENGINEER. UPON COMPLETION OF THE PROJECT, PERMANENT TRAFFIC CONTROL SIGNS WILL BE RELOCATED OR REPLACED IN THEIR PROPER POSITION BY THE CONTRACTOR AS INDICATED ON THE PLANS. THE SIGN REMOVAL, SALVAGING, RELOCATION, INSTALLATION AND RELATED WORK WILL BE PAID FOR WITH THE APPROPRIATE PAY ITEM, AT THE CONTRACT UNIT PRICES EACH TIME THE WORK IS DETERMINED TO BE NECESSARY BY THE PROJECT ENGINEER TO ACCOMMODATE CONSTRUCTION OPERATIONS. O. TRAFFIC CHANNELIZING EDVICES FURNISHED BY THE CONTRACTOR FOR WORK PROTECTION SHALL BE COATED WITH REFLECTORIZED MATERIAL 9.
- 10. TRAFFIC CHANNELIZING DEVICES FURNISHED BY THE CONTRACTOR FOR WORK PROTECTION SHALL BE COATED WITH REFLECTORIZED MATERIAL AND AT SPACING BASED ON THE 2011 MMUTCD.
- USE FLAG CONTROL (MDOT 110-TR-NFW-2 TYPICAL) FOR SIDE STREET OPEN TO TRAFFIC AS DIRECTED BY THE ENGINEER. ADDITIONAL FLAGGERS USED AT UNSIGNALIZED INTERSECTIONS AND DRIVEWAYS, AS DIRECTED BY THE ENGINEER, SHALL BE INCLUDED WITH THE TRAFFIC REGULATOR CONTROL PAY ITEM.
- 12. FOR ADAMS ROAD, USE THE FOLLOWING MOOT WORK ZONE TYPICALS: 123-NFW-1LC-(R), 125-NFW-2LC-(IN), AND 110-TR-NFW-2

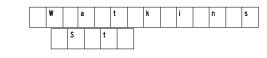


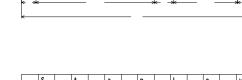








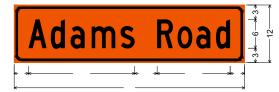


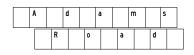


Stanley

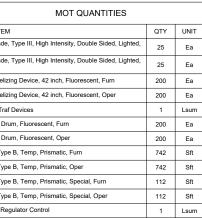


Blv





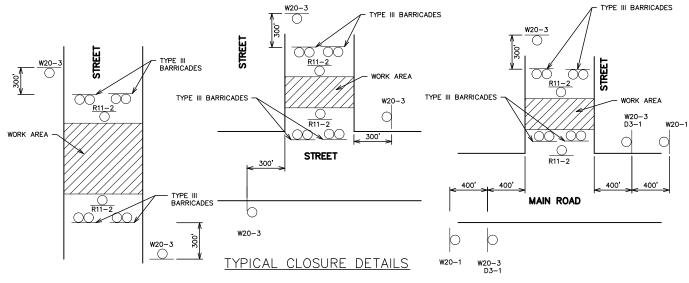
MOT QUANTITIES		
PAY ITEM	QTY	U
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	25	E
Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	25	1
Channelizing Device, 42 inch, Fluorescent, Furn	200	1
Channelizing Device, 42 inch, Fluorescent, Oper	200	1
Minor Traf Devices	1	L
Plastic Drum, Fluorescent, Furn	200	I
Plastic Drum, Fluorescent, Oper	200	1
Sign, Type B, Temp, Prismatic, Furn	742	:
Sign, Type B, Temp, Prismatic, Oper	742	:
Sign, Type B, Temp, Prismatic, Special, Furn	112	:
Sign, Type B, Temp, Prismatic, Special, Oper	112	
Traffic Regulator Control	1	L





### ROAD SECTIONS

- FAIRWAY ST APPROX. 585 FEET
- LATHAM ST APPROX. 1800 FEET









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ROAD

CLOSEE



SIGN LEGEND				
	SIGN DESIGNATION	SIZE	NUMBER REQUIRED	AREA (SQ. FT)
»	W20-1	48"x48"	6	96
	R11-2	48"x30"	8	80
>	W20-3	48"x48"	8	128
	D3-1	VARIES	14	56

NOTE: CONSTRUCTION SIGNING MOUNTED ON PORTABLE SUPPORTS SHALL NOT BE USED FOR A DURATION OF MORE THAN FOURTEEN (14) DAY

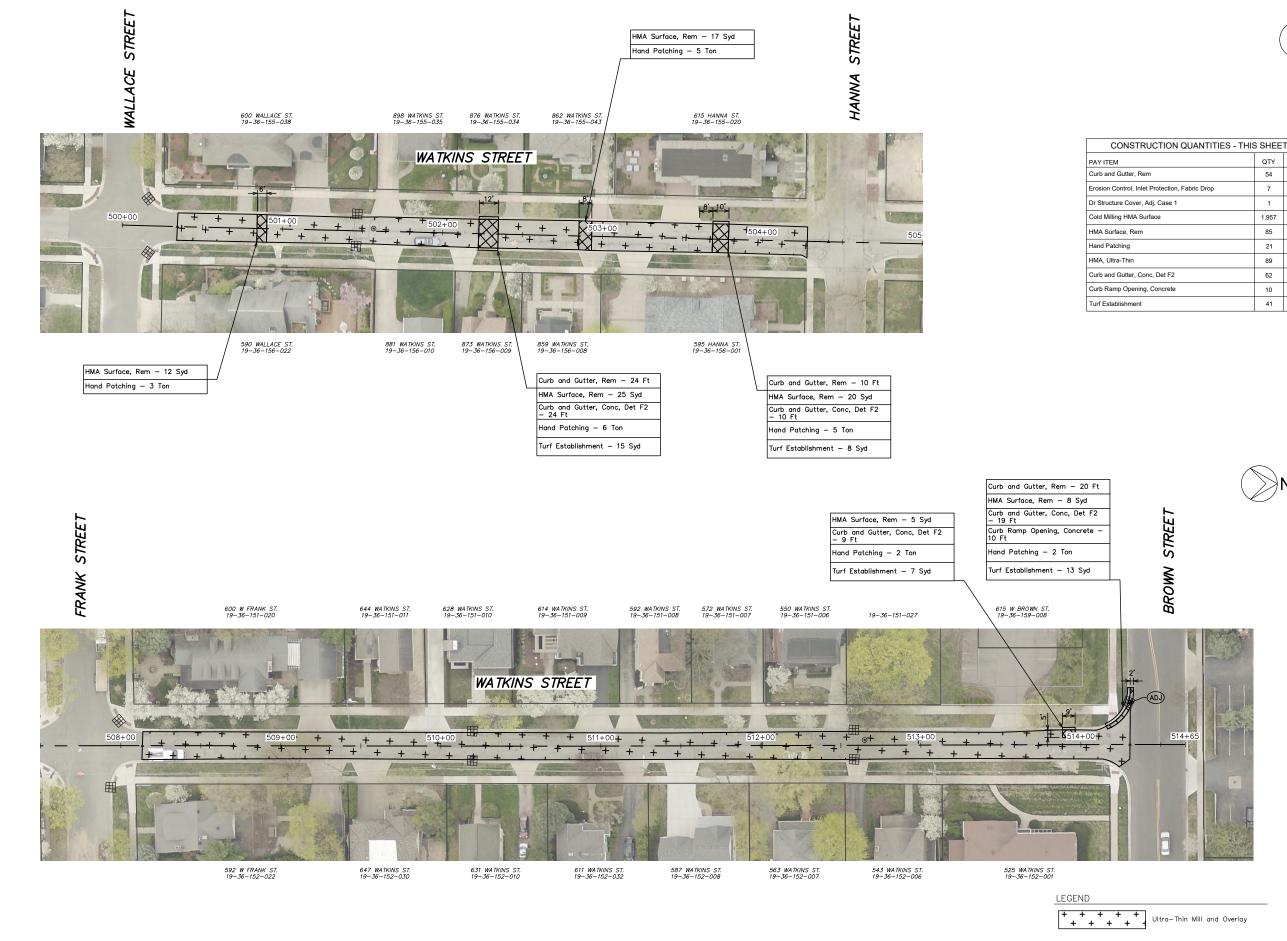
TYPE III BARRICADE	60"×48"	25
PLASTIC DRUMS		200
CHANNELIZING DEVICE		200

• STANLEY BLVD (NORTH OF LINCOLN ST) - APPROX. 400 FEET STANLEY BLVD (SOUTH OF LINCOLN ST) - APPROX. 2600 FEET

• WATKINS ST (BETWEEN WALLACE ST AND HANNA ST) - APPROX. 395 FEET • WATKINS ST (BETWEEN BROWN ST AND FRANK ST) - APPROX. 620 FEET

• ADAMS RD - VARIOUS LOCATIONS FROM BUCKINGHAM AVE NORTH TO CITY LIMITS (BRIDGE OVER RAILROAD)

City of I	Birmingham	
HUBBELL, ROTT CONSULTING ENGE 555 HULET DRIVE BLOOMFIELD HILLS, MICH. PHONE: (248) 454-630 FAX (1st. Fior); (248) 454 FAX (2nd. Fior); (248) 454 WEB SITE: http:// www.hrc	P.O. BOX 824 48303 - 0824 6312 6359	
6/18/2021 PRELIMINA	R BID PLANS RY PLANS TO CITY DNS AND/OR REVISIONS	
CITY OF BIRMINGH		
CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT		
MAINTENANCE	OF TRAFFIC	
HRC JOB NO. 20210458 DATE July 2021	SCALE NO SCALE SHEET NO. 8 OF 33	





CONSTRUCTION QUANTITIES - THIS SHEET				
AY ITEM	QTY	UNIT		
urb and Gutter, Rem	54	Ft		
rosion Control, Inlet Protection, Fabric Drop	7	Ea		
r Structure Cover, Adj, Case 1	1	Ea		
old Milling HMA Surface	1,957	Syd		
MA Surface, Rem	85	Syd		
and Patching	21	Ton		
MA, Ultra-Thin	89	Ton		
urb and Gutter, Conc, Det F2	62	Ft		
urb Ramp Opening, Concrete	10	Ft		
urf Establishment	41	Syd		

Full Depth Repair

\_\_\_\_\_ Curb Repair

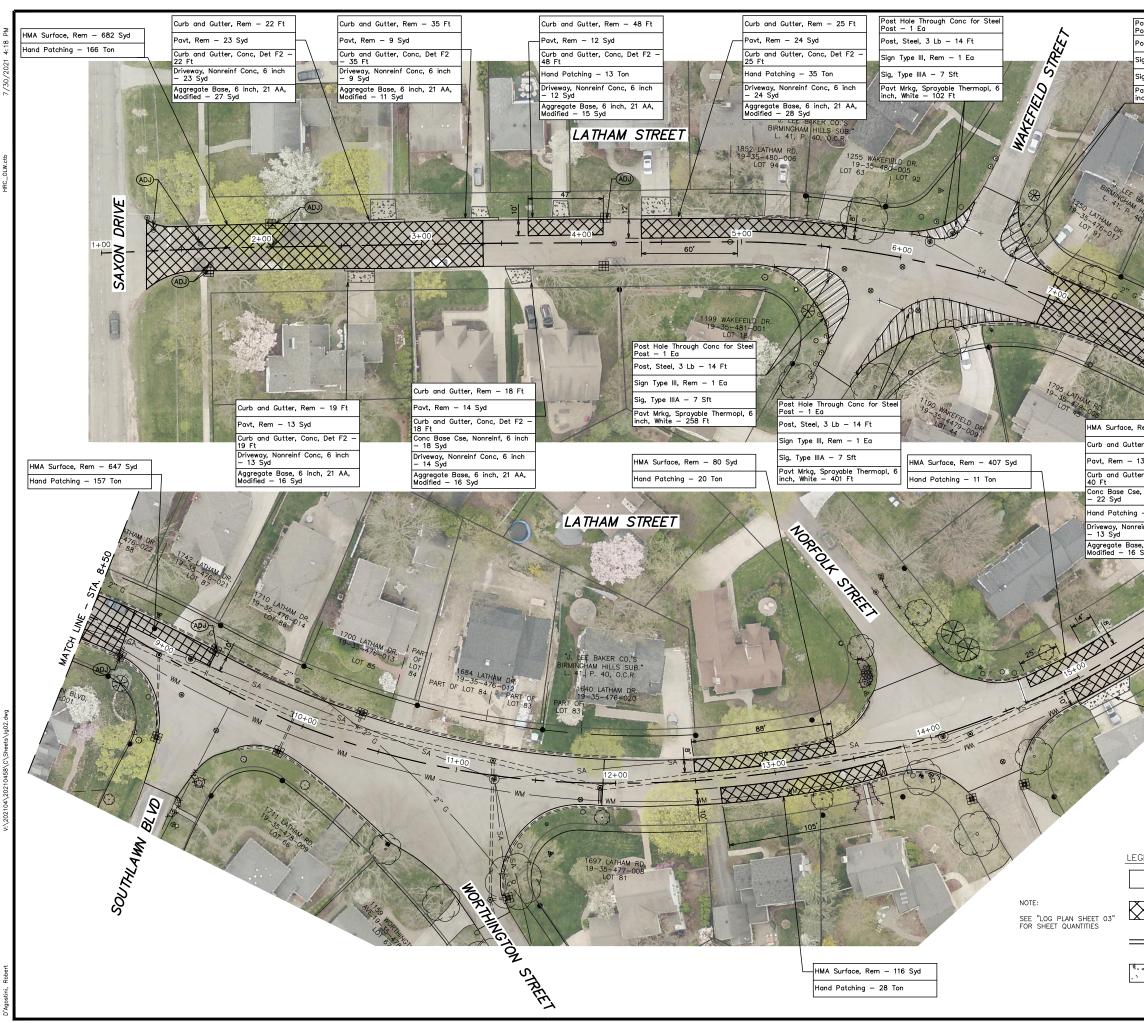
₽ <u>G</u>	by of Birmingham
HUBBEL	
555 HULET DR	
BLOOMFIELD H Phone: (	248) 454-6300
	1: (248) 454-6312 1: (248) 454-6359 : // www.hrcengr.com
7/30/2021 6/18/2021	ISSUED FOR BID PLANS PRELIMINARY PLANS TO CITY
DATE	ADDITIONS AND/OR REVISIONS
	MAR
CHECKED	ALP
APPROVED 0	CEH
DAKLAND CO	BIRMINGHAM

### **CITY OF BIRMINGHAM**

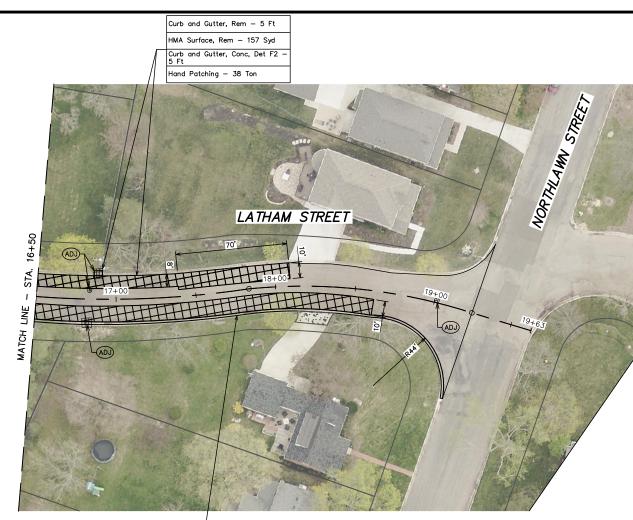
# 2021 ASPHALT **RESURFACING PROJECT**

SCALE         SCALE           20210458         1" : 30'           TE         SHEET	LOG PLAN	STREET SHEET 01 S PLAN
TE SHEET	RC JOB NO.	SCALE
	20210458	1": 30'
July 2021 <sup>NO.</sup> 9 OF 33		NO. 9 OF 33

ORIGINAL PLOT SIZE: ANSI FULL BLEED B (11.00 X 17.00 INCHES)



ost Hole Through Conc for Steel ost — 1 Ea		
lost, Steel, 3 Lb - 14 Ft		
iign Type III, Rem – 1 Ea		
iig, Type IIIA – 7 Sft		
Part Mrkg, Sprayable Thermopl, 6 hoh, White - 154 Ft	TCity of	Birmingham
AND CONTRACTOR		H& CLARK, INC
		INEERS SINCE 1915 P.O. BOX 824 48303 - 0824
Lot 90 19.35 the OR	PHONE: (248) 454-630 FAX (1st. Floor): (248) 454 FAX (2nd. Floor): (248) 454	-6312
107 89 1 13	WEB SITE: http:// www.hrc	engr.com
2" 6		
45°		
5.T		
Rem - 54 Svd		
the state of the s		
er, Rem – 40 Ft		
/		
er, Conc, Det F2 – p, Nonreinf, 6 inch - 13 Ton einf Conc, 6 inch e, 6 inch, 21 AA, Syd 5, $1$ , $6$ , $6$ , $6$ , $7$ , $7$ , $7$ , $7$ , $7$ , $7$ , $7$ , $7$		R BID PLANS
- 13 Ton		RY PLANS TO CITY ONS AND/OR REVISIONS
einf Conc, 6 inch	DESIGNED MAR DRAWN MAR	
e, 6 inch, 21 AA, Syd	CHECKED ALP	
1°×	APPROVED CEH	
So So So	CITY OF BIRMINGH	
	DAKLAND COUNTY, MICHI	
	TPHHU	
	<u>L'inno</u>	
and the second s		
HMA Surface, Rem - 178 Syd	A	
Curb and Gutter, Rem — 161 Ft		₩UUU <u>₩</u> UU <sup>™</sup>
Pavt, Rem - 25 Syd Curb and Gutter, Conc, Det F2 -		
161 Ft Hand Patching – 43 Ton		
Driveway, Nonreinf Conc, 6 inch – 25 Syd		
Aggregate Base, 6 inch, 21 AA, Modified - 28 Syd	CITY OF BI	RMINGHAM
		SPHALT
GEND	RESURFACI	NG PROJECT
Mill and Overlay		
Full Depth Repair		
		STREET SHEET 02
Proposed Curb		G PLAN
Proposed Concrete Driveway		
ting to the second s	HRC JOB NO. 20210458	scale 1": 30'
	DATE July 2021	NO. 10 OF 33
	P	



Curb and Gutter, Rem — 289 Ft	
HMA Surface, Rem — 239 Syd	
Pavt, Rem — 18 Syd	
Curb and Gutter, Conc, Det F2 — 289 Ft	
Conc Base Cse, Nonreinf, 6 inch — 75 Syd	
Driveway, Nonreinf Conc, 6 inch — 20 Syd	
Hand Patching — 58 Ton	

CONSTRUCTION QUANTITIES - LOG PLAN SHEET 02			
PAY ITEM	QTY	UNIT	
Curb and Gutter, Rem	367	Ft	
Pavt, Rem	130	Syd	
Excavation and Embankment, CIP	68	Cyd	
Erosion Control, Inlet Protection, Fabric Drop	12	Ea	
Aggregate Base, 6 inch, 21AA, Modified	153	Syd	
Dr Structure Cover, Adj, Case 1	9	Ea	
Dr Structure Cover, Type C	10	Ea	
DPW Structure Cover	14	Ea	
Cold Milling HMA Surface	5,104	Syd	
HMA Surface, Rem	1,992	Syd	
Hand Patching	483	Ton	
HMA, 5EML	639	Ton	
Conc Base Cse, Nonreinf, 6 inch	40	Syd	
Driveway, Nonreinf Conc, 6 inch	147	Syd	
Curb and Gutter, Conc, Det F2	367	Ft	
Post Hole Through Conc for Steel Post	4	Ea	
Post, Steel, 3 lb	56	Ft	
Sign, Type III, Rem	4	Ea	
Sign, Type IIIA	28	Sft	
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	126	Ft	
Pavt Mrkg, Sprayable Thermopl, 6 inch, White	915	Ft	
Turf Establishment	204	Syd	



	City of	Birmingham
		6300 454-6312 454-6359
:	6/18/2021 PRELIM DATE ADD DESIGNED MAR DRAWN MAR CHECKED ALP APPROVED CEH	FOR BID PLANS INARY PLANS TO CITY DITIONS AND/OR REVISIONS
	CITY OF BIRNIN DAELAND CONTY M	CHIGAN
	2021	<sup>BIRMINGHAM</sup> ASPHALT CING PROJECT
	LOG PLA	M STREET IN SHEET 03 NG PLAN
	DATE July 2021	NO. 11 OF 33

CONSTRUCTION QUANTITIES - T	HIS SHEE	Т
PAY ITEM	QTY	UNIT
Curb and Gutter, Rem	289	Ft
Pavt, Rem	18	Syd
Erosion Control, Inlet Protection, Fabric Drop	2	Ea
Aggregate Base, 6 inch, 21AA, Modified	20	Syd
Dr Structure Cover, Adj, Case 1	3	Ea
DPW Structure Cover, Adj, Case 1	1	Ea
DPW Structure Cover	1	Ea
Cold Milling HMA Surface	574	Syd
HMA Surface, Rem	390	Syd
Hand Patching	95	Ton
HMA, 5EML	88	Ton
Conc Base Cse, Nonreinf, 6 inch	75	Syd
Driveway, Nonreinf Conc, 6 inch	18	Syd
Curb and Gutter, Conc, Det F2	289	Ft
Turf Establishment	146	Syd



Mill and Overlay

\_\_\_\_\_ Curb Repair

ORIGINAL PLOT SIZE: ANSI FULL BLEED B (11.00 X 17.00 INCHES)



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LEY BLVD 54-020 1748 STANLEY BLVD 19-36-354-019			TCuy of	Birmingham
LINE - STA. 107+50				-6312 -6359
5 STANLEY BLVD 				
737			6/18/2021 PRELIMINA	R BID PLANS RY PLANS TO CITY ONS AND/OR REVISIONS
	N		DRAWN MAR CHECKED ALP APPROVED CEH	
MATCH LINE - STA. 114+50 MATCH LINE - STA. 114+50 CONSTRUCTION QUANTITIES - THIS	S SHEE	т	CITY DF BIRMINGH DARLAND COUNTY, MICH	
PAY ITEM Curb and Gutter, Rem	QTY 20	UNIT Ft		
Erosion Control, Inlet Protection, Fabric Drop	11	Ea		
Cold Milling HMA Surface	4,863	Syd	CITY OF BI	RMINGHAM
HMA Surface, Rem Hand Patching	152 37	Syd Ton	2024 4	
HMA, Ultra-Thin	221	Ton		SPHALT Ng project
Curb and Gutter, Conc, Det F2	20	Ft		
$\frac{\text{Turf Establishment}}{\text{LEGEND}}$	16 nd Overl	Syd		Y BLVD. SHEET 04
Full Depth Repair				S PLAN
Curb Repair			HRC JOB NO. 20210458	scale 1": 30'
Curb Kepair			DATE July 2021	SHEET NO. 12 OF 33

ORIGINAL PLOT SIZE: ANSI FULL BLEED B (11.00 X 17.00 INCHES)





1186 STANLEY BLVD 19-36-304-009

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1161 STANLEY BLVD 19-36-326-003

STANLEY BLVD.

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1243 STANLEY BLVD 1229 STANLEY BLVD 19-36-326-007 19-36-326-006

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6 BURNES

1220 STANLEY BLV 19-36-304-010

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1211 STANLEY BLVD 19-36-326-005

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ANT .

1189 STANLEY BLVD 19-36-326-004

W LINCOLN STREET

126+82

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Curb and Gutter, Rem - 20 Ft Excavation and Embankment, CIP — 15 Cyd HMA Surface, Rem — 18 Syd

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19-	36-2	326-	002	?
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1130 STANLEY BLVD 19-36-304-008

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1117 STANLEY BLVD 19-36-326-001

1296 STANLEY BLVD 19-36-304-012

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1289 STANLEY BLVD 19-36-326-010

1252 STANLEY BLV

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1259 STANLEY BLVD 19-36-326-008

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1273 STANLEY BLVD 19-36-326-009

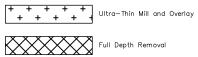
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CONSTRUCTION QUANTITIES - THIS SHEET		
PAY ITEM	QTY	UNIT
Curb and Gutter, Rem	22	Ft
Cold Milling HMA Surface	6,470	Syd
HMA Surface, Rem	18	Syd
Sign, Type III, Rem	1	Ea

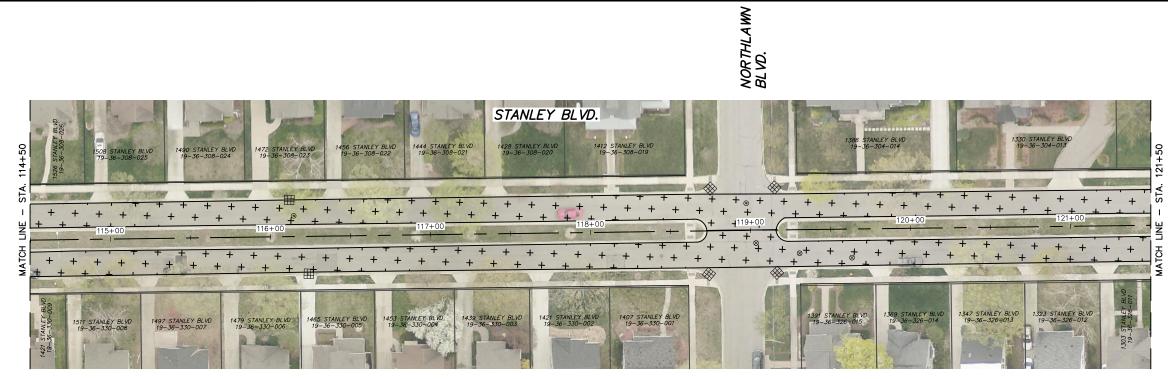
LEGEND



XXXXXXXXXXXX · Curb Removal

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CONSULTI 555 HULET DRIV BLOOMFIELD HI	NG ENG VE ILLS, MICH. 48) 454-630 1: (248) 454 1: (248) 454 1: (248) 454	0 -6312 -6359	ARK, INC SINCE 1915 P.0. 80X 824 43303 - 8824 8333 - 8824 8333 - 8824 8333 - 8824 8333 - 8824 8333 - 8824 8333 - 8824 8334 - 8935 8345 - 8945 8345 - 8945 8445 - 8945 8455  - 8945 84555 - 8945 84555
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	BIRMINGH		
CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT			
LOG	STANLE PLAN REMOVA	SHEET	05A

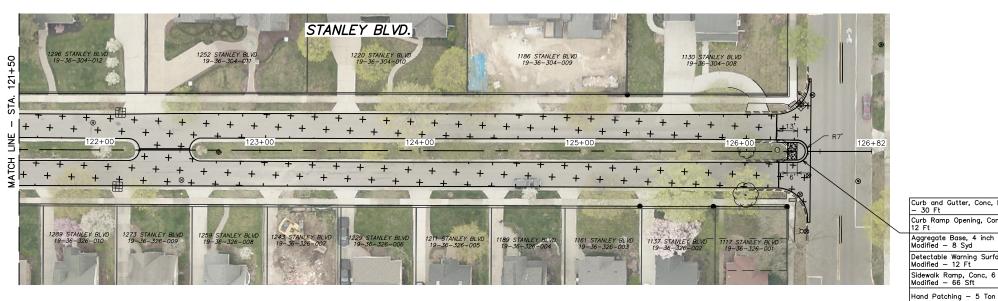








PAY Erosi Aggru Hand HMA, Curb Curb Detec Sidev Post, Sign, Sign, Turf f





### NOTES:

- CONTRACTOR TO MATCH EXISTING GRADES OF THE PAVEMENT AT THE PROPOSED CURB GUTTER EDGE
   PROPOSED CURB AND GUTTER AT IN THE RADIUS OF THE PROPOSED BOULEVARD NOSE WILL BE A REVERSE GUTTER TO SPILL DRAINAGE OUT OF GUTTER PAN PAN

CONSTRUCTION QUANTITIES - THIS SHEET			
/ ITEM	QTY	UNIT	
sion Control, Inlet Protection, Fabric Drop	9	Ea	
regate Base, 4 inch, 21AA, Modified	8	Syd	
nd Patching	5	Ton	
A, Ultra-Thin	294	Ton	
b and Gutter, Conc, Det F2	30	Ft	
b Ramp Opening, Concrete	12	Ft	
ectable Warning Surface, Modified	12	Ft	
ewalk Ramp, Conc, 6 inch, Modified	66	Sft	
t, Steel, 3 lb	14	Ft	
n, Type III, Erect, Salv	1	Ea	
n, Type IIIA	5	Sft	
f Establishment	22	Syd	

### LEGEND







₽G	by of Birmingham
HUBBEL	ROTH & CLARK, INC
CONSULT 555 HULET DR	ING ENGINEERS SINCE 1915 IVE P.O. BOX 824
BLOOMFIELD H Phone: ()	248) 454-6300
	r): (248) 454-6312 r): (248) 454-6359
WED SILE: ATTP	: // www.hrcengr.com
710010001	
7/30/2021 6/18/2021	ISSUED FOR BID PLANS PRELIMINARY PLANS TO CITY
DATE DESIGNED	ADDITIONS AND/OR REVISIONS
	MAR
	CEH
	BIRMINGHAM
2	ITY OF BIRMINGHAM 2021 ASPHALT RFACING PROJECT
	STANLEY BLVD. 9 PLAN SHEET 05 PAVING PLAN

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CALE

1": 30' 14 OF 33

HRC JOB NO

20210458

July 2021



LEGEND

+ + + + + + Ultra-Thin Mill and Overlay



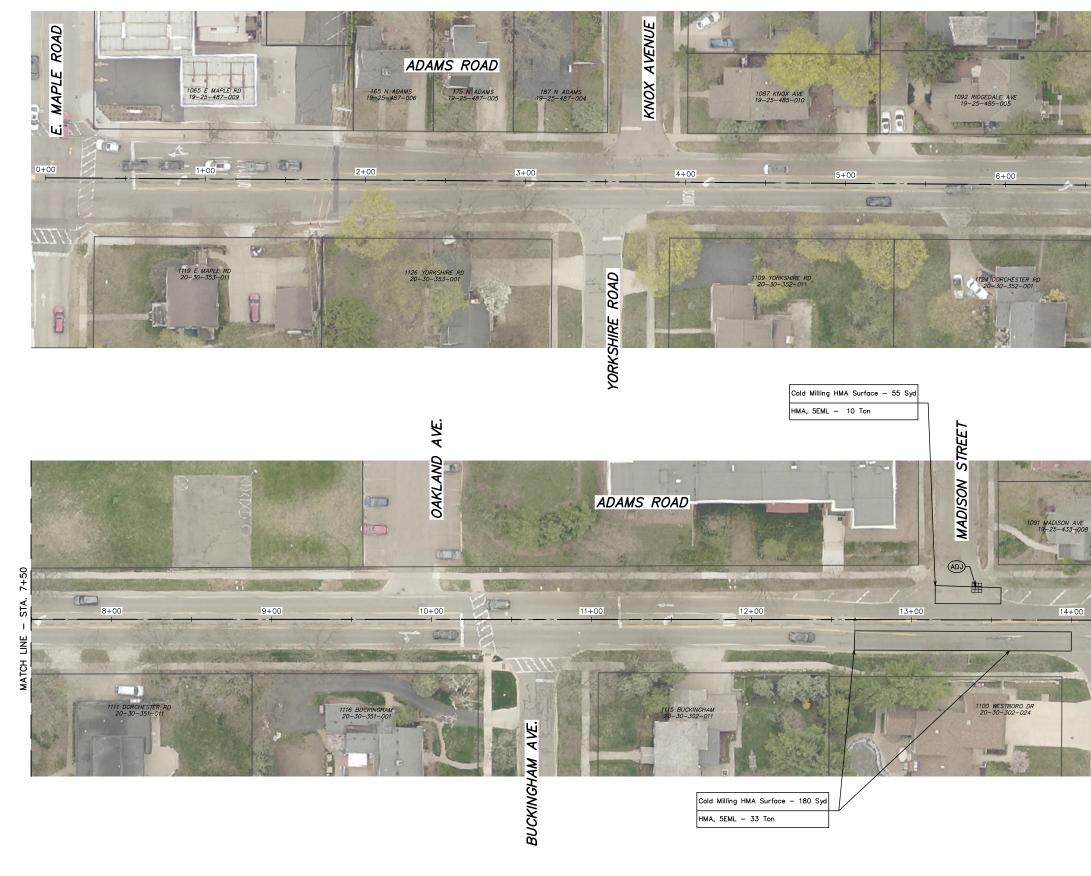
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CONSULTI 555 HULET DRI BLOOMFIELD H	ING ENG IVE IILLS, MICH. 248) 454-630 (): (248) 454 (): (248) 454 (): (248) 454	0 -6312 -6359	ARK, INC SINCE 1915 P.0. B0X 824 43303 - 0824 ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIATION ASSOCIAT
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CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT			
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202104 DATE		SHEET	":30' 15 OF 33

QTY UNIT

6 Ea 1,052 Syd

48 Ton

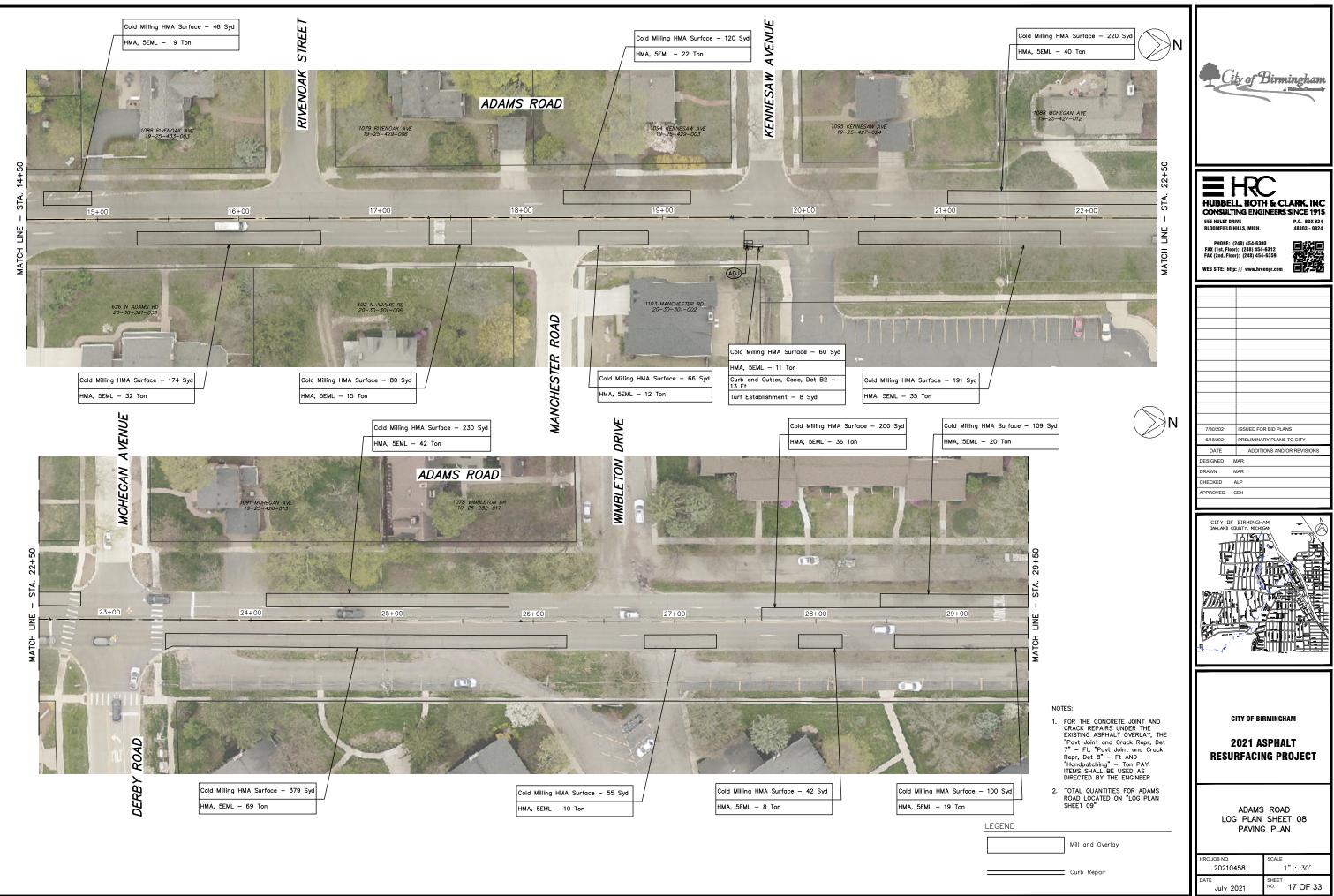


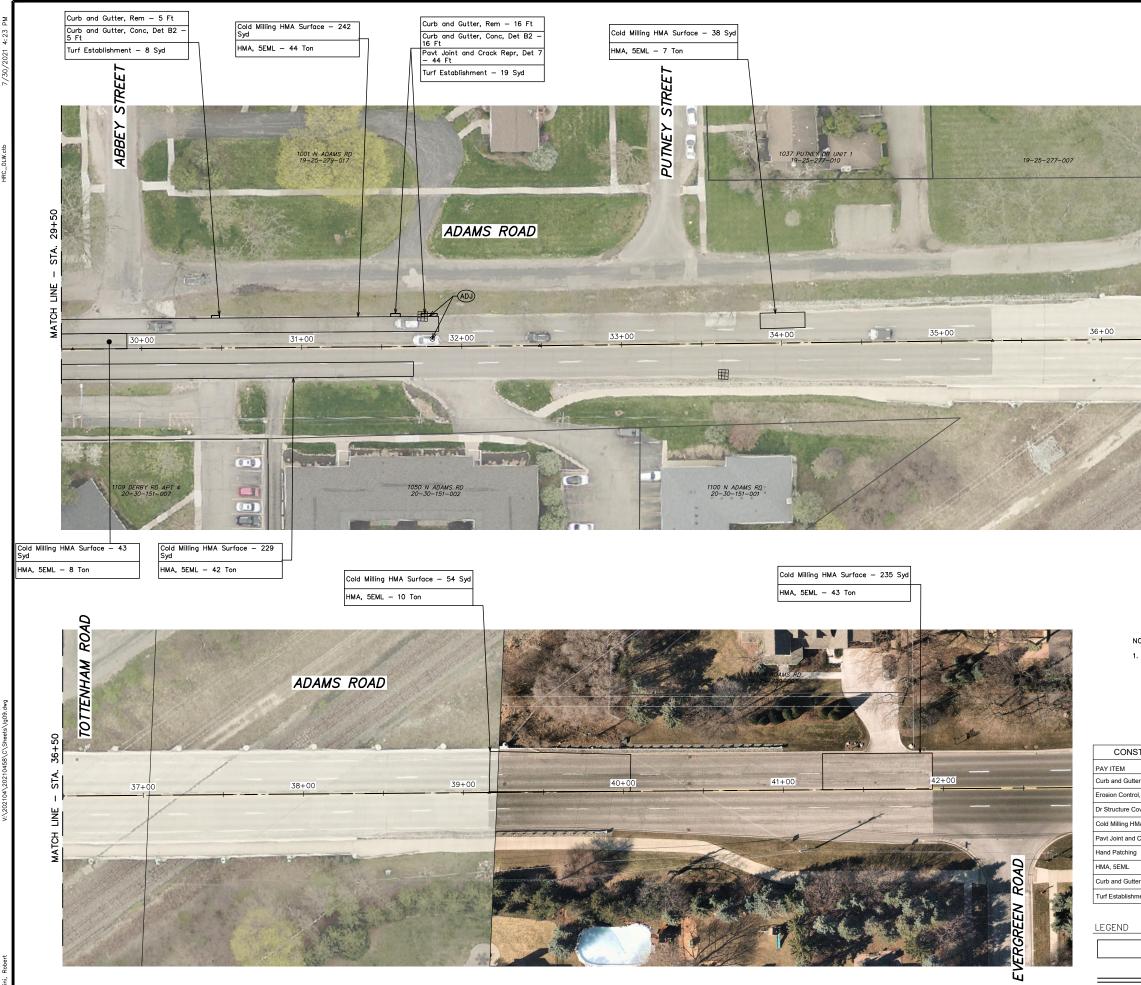


RIDGEDALE AVE.	DORCHESTER ROAD MATCH LINE - STA. 7+50	City of Birmingham     Annual     City of Birmingham     Annual     City of Birmingham     Annual     City of Birmingham     Annual     City of Birmingham     City of Birmingham
MATCH LINE - STA. 14+50	R R	7/30/2021     ISSUED FOR BID PLANS       6/18/2021     PRELIMINARY PLANS TO CITY       DATE     ADDITIONS AND/OR REVISIONS       DESIGNED     MAR       CHECKED     ALP       APPROVED     CEH
MAT TEGEND	NOTES: 1. FOR THE CONCRETE JOINT AND CRACK REPAIRS UNDER THE EXISTING ASPHALT OVERLAY, THE "Pavt Joint and Crack Repr, Det 7" – Ft, "Pavt Joint and Crack Repr, Det 8" – FT AND "Handpatching" – Ton PAY ITEMS SHALL BE USED AS DIRECTED BY THE ENGINEER 2. TOTAL QUANTITIES FOR ADAMS ROAD LOCATED ON "LOG PLAN SHEET 09"	CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT ADAMS ROAD LOG PLAN SHEET 07 PAVING PLAN
	Mill and Overlay	20210458         1" : 30'           DATE         SHEET           July 2021         NO.           16 OF 33

ORIGINAL PLOT SIZE: ANSI FULL BLEED B (11.00 X 17.00 INCHES)

<sup>© 2021</sup> Hubbell, Roth & Clark, Inc. All Rights Rese







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36+50	AT N		
- STA.		-	
LINE	2		
MATCH			
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NOTES:

1. FOR THE CONCRETE JOINT AND CRACK REPAIRS UNDER THE EXISTING ASPHALT OVERLAY, THE "Povt Joint and Crack Repr, Det 7" – Ft, "Pavt Joint and Crack Repr, Det 8" – Ft AND "Handpatching" – Ton PAY ITEMS SHALL BE USED AS DIRECTED BY THE ENGINEER

TRUCTION QUANTITIES - ADAMS ROAD		
QTY UNI		
r, Rem	34	Ft
I, Inlet Protection, Fabric Drop	15	Ea
over, Adj, Case 1	4	Ea
IA Surface	3,450	Syd
Crack Repr, Det 7	282	Ft
	4	Ton
	418	Ton
er, Conc, Det B2	34	Ft
nent	30	Syd

Mill and Overlay

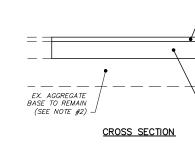
Curb Repair

City of Birmingham	
HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915 S55 HULET DIVE ELOOMFIELD HILLS, MICH. P.O. 80X 824 ELOOMFIELD HILLS, MICH. P.O. 80X 824 PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6315 FAX (2nd. Floor): (249) 454-6315 HUBB SITE: http:// www.hrcengr.com	
7/30/2021         ISSUED FOR BID PLANS           6/18/2021         PRELIMINARY PLANS TO CITY           DATE         ADDITIONS AND/OR REVISIONS           DESIGNED         MAR           DRAWN         MAR           CHECKED         ALP           APPROVED         CEH	
CITY DF BIRMINGHAM DACLAND COUNTY, MCHIGAN	
CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT	
ADAMS ROAD LOG PLAN SHEET 09 PAVING PLAN	
HRC JOB NO. 20210458 SCALE 1": 30' DATE July 2021 NO. 18 OF 33	



	ľ		Giby	of Bi	mingham
				ENGINE , MICH. 454-6300 248) 454-631 248) 454-635	
				ADDITIONS	D PLANS PLANS TO CITY AND/OR REVISIONS
			DAKLAND COUNT		
NOTES: 1. SEE PAVEMENT MAR FOR PROPOSED STF CONSTRUCTION QUANTITIES - THIS	RIPING		202	OF BIRMI 21 ASP ACING	
PAY ITEM Erosion Control, Inlet Protection, Fabric Drop Pavt, Cleaning Cold Milling HMA Surface HMA, 5EML	QTY 2 1 114 519	UNIT Ea Lsum Syd Ton	LOG F P/	KING L PLAN SI AVING F	HEET 10
LEGEND + + + + + + + + + + + Pavement Cleanii	ng and	Overlay	HRC JOB NO. 20210458 DATE July 2021	SH	1": 30'





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CRANBROOK

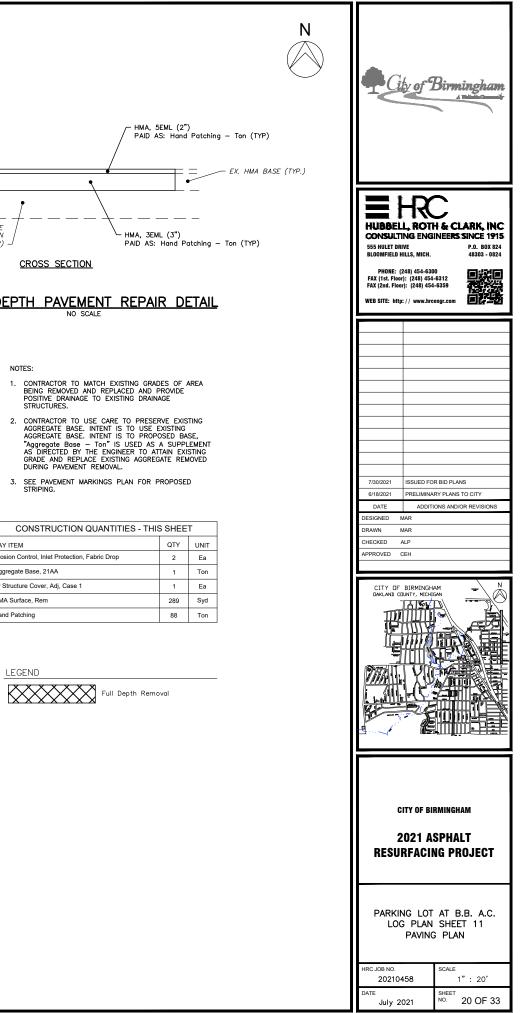
ROAD

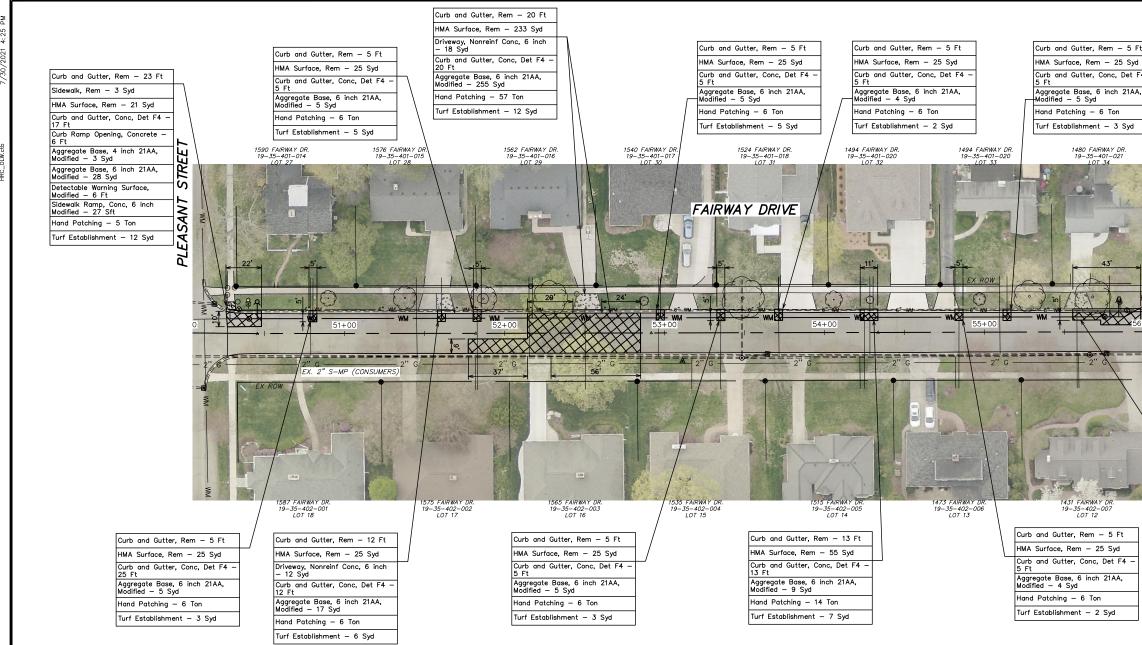
FULL DEPTH PAVEMENT REPAIR DETAIL NO SCALE

- NOTES:

CONSTRUCTION QUA
PAY ITEM
Erosion Control, Inlet Protection, Fabrie
Aggregate Base, 21AA
Dr Structure Cover, Adj, Case 1
HMA Surface, Rem
Hand Patching
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Curb and Gutter, Rem — 44 Ft
HMA Surface, Rem — 290 Syd
Driveway, Nonreinf Conc, 6 inch — 16 Syd
Curb and Gutter, Conc, Det F4 — 44 Ft
Aggregate Base, 6 inch 21AA, Modified — 63 Syd
Hand Patching — 71 Ton
Turf Establishment — 25 Syd

Ν

CONSTRUCTION QUANTITIES - THIS SHEET		
PAY ITEM	QTY	UNIT
Curb and Gutter, Rem	147	Ft
Pavt, Rem	45	Syd
Sidewalk, Rem	3	Syd
Erosion Control, Inlet Protection, Fabric Drop	3	Ea
Aggregate Base, 4 inch, 21AA, Modified	3	Syd
Aggregate Base, 6 inch, 21AA, Modified	403	Syd
Cold Milling HMA Surface	1,624	Syd
HMA Surface, Rem	314	Syd
Hand Patching	76	Ton
HMA, 5EML	235	Ton
Driveway, Nonreinf Conc, 6 inch	45	Syd
Curb and Gutter, Conc, Det F4	141	Ft
Curb Ramp Opening, Concrete	6	Ft
Detectable Warning Surface, Modified	6	Ft
Sidewalk Ramp, Conc, 6 inch, Modified	3	Sft
Turf Establishment	78	Syd

### \* FOR PROPOSED WATERMAIN QUANTITIES REFER TO "FAIRWAY DRIVE WATERMAIN PLAN"

LEGEND	
	Mill and Overlay
	Full Depth Repair
	Curb Repair

epair

Proposed Concrete Driveway

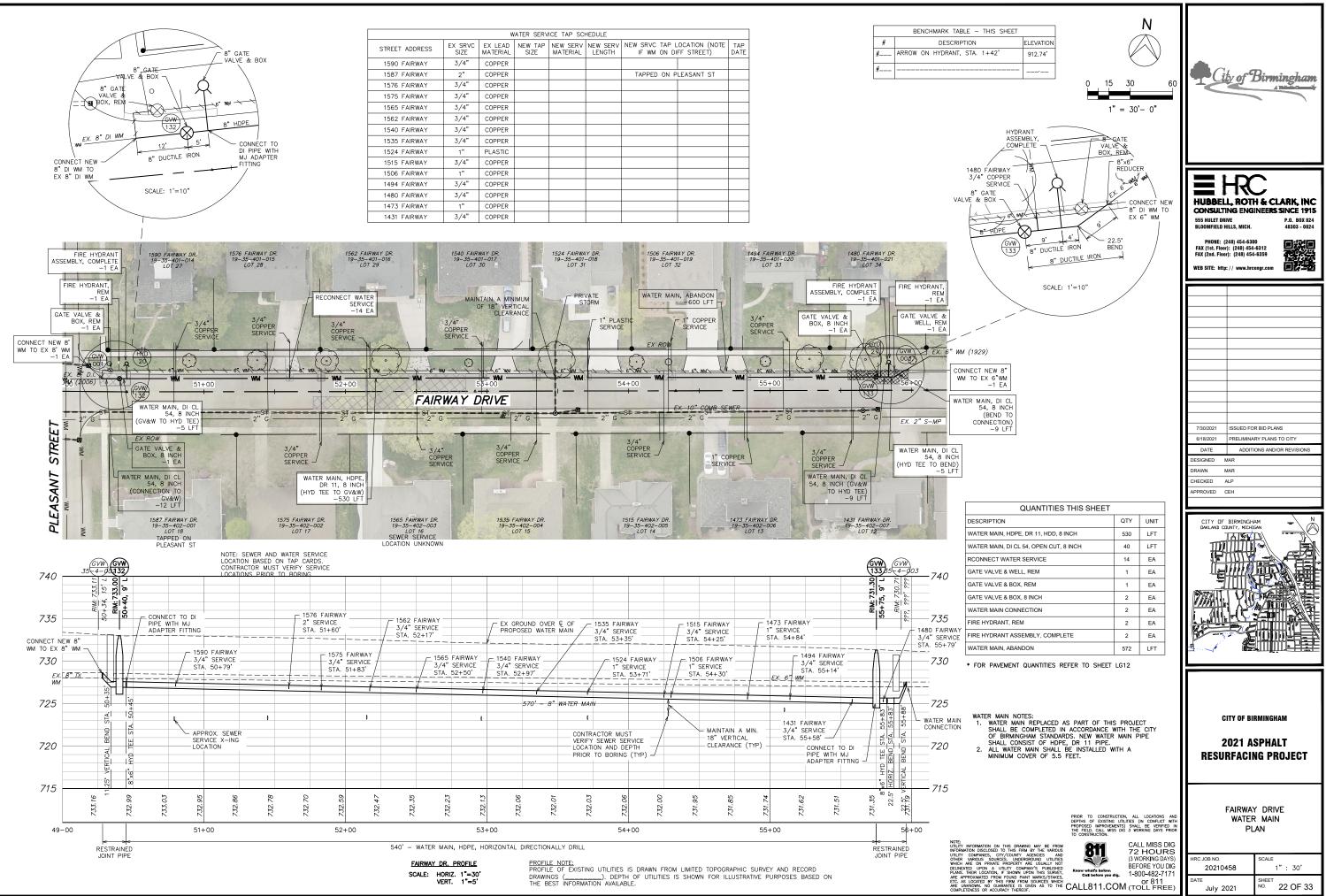


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Proposed	Sidewa
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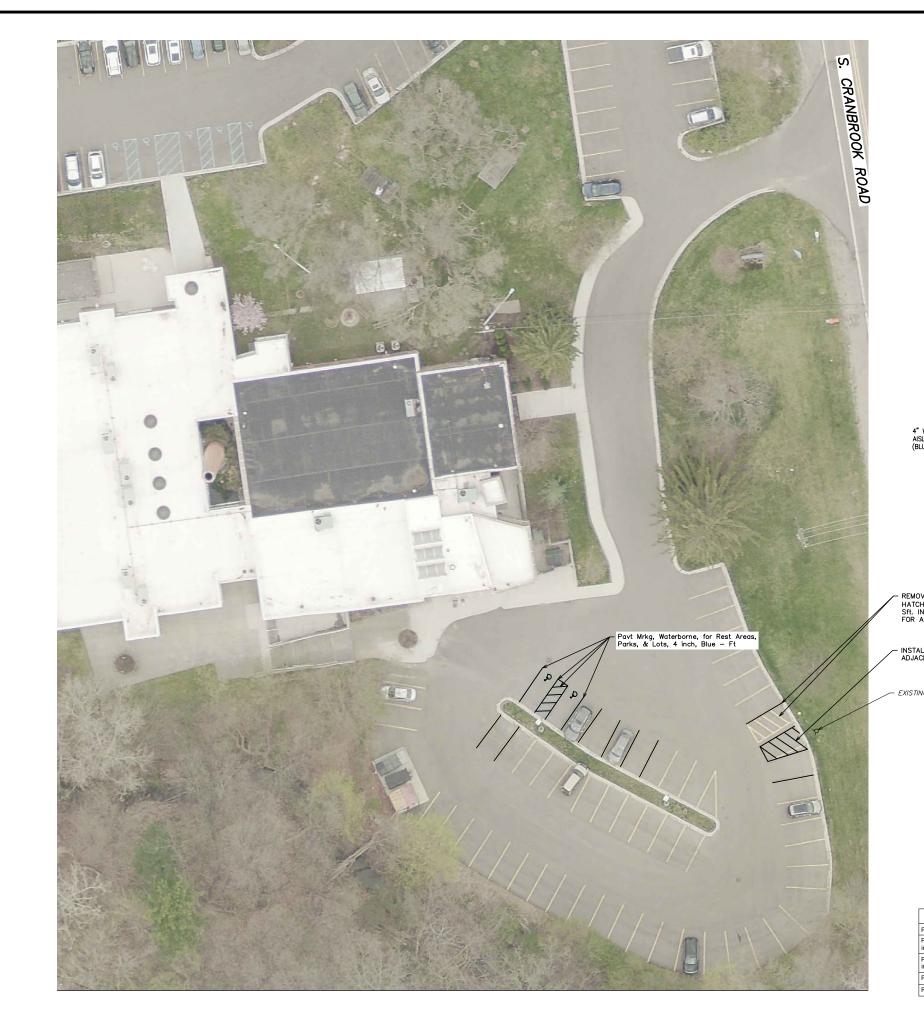
₽G	by of Birmingham
	L ROTH & CLARK, INC
555 HULET DR BLOOMFIELD I	
PHONE: (	248) 454-6300
FAX (1st. Floo FAX (2nd. Floo	r): (248) 454-6312 r): (248) 454-6359
WEB SITE: http	::// www.hrcengr.com
7/30/2021	ISSUED FOR BID PLANS
6/18/2021 DATE	PRELIMINARY PLANS TO CITY ADDITIONS AND/OR REVISIONS
	MAR
	MAR
	CEH
CITY OF BIRMINGHAM DAKLAND COUNTY, MICHIGAN	
2	ITY OF BIRMINGHAM 2021 ASPHALT RFACING PROJECT

RESURFACII	IG PROJECT
LOG PLAN	r drive Sheet 12 9 plan
HRC JOB NO.	SCALE
20210458	1": 30'
DATE July 2021	NO. 21 OF 33

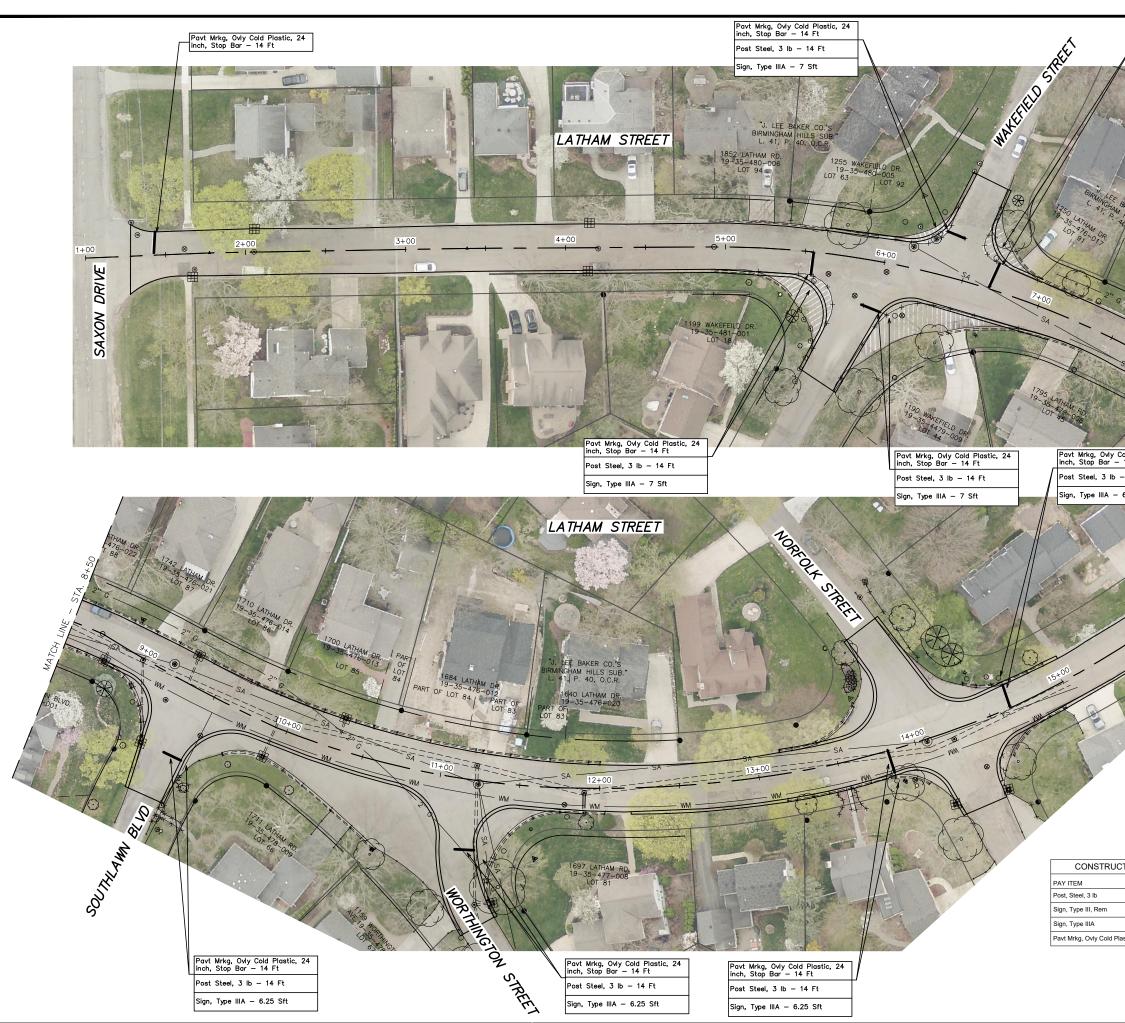


lostini, Robert

DRIGINAL PLOT SIZE; ANSI FULL BLEED B (11.00 X 17.00 INCHES



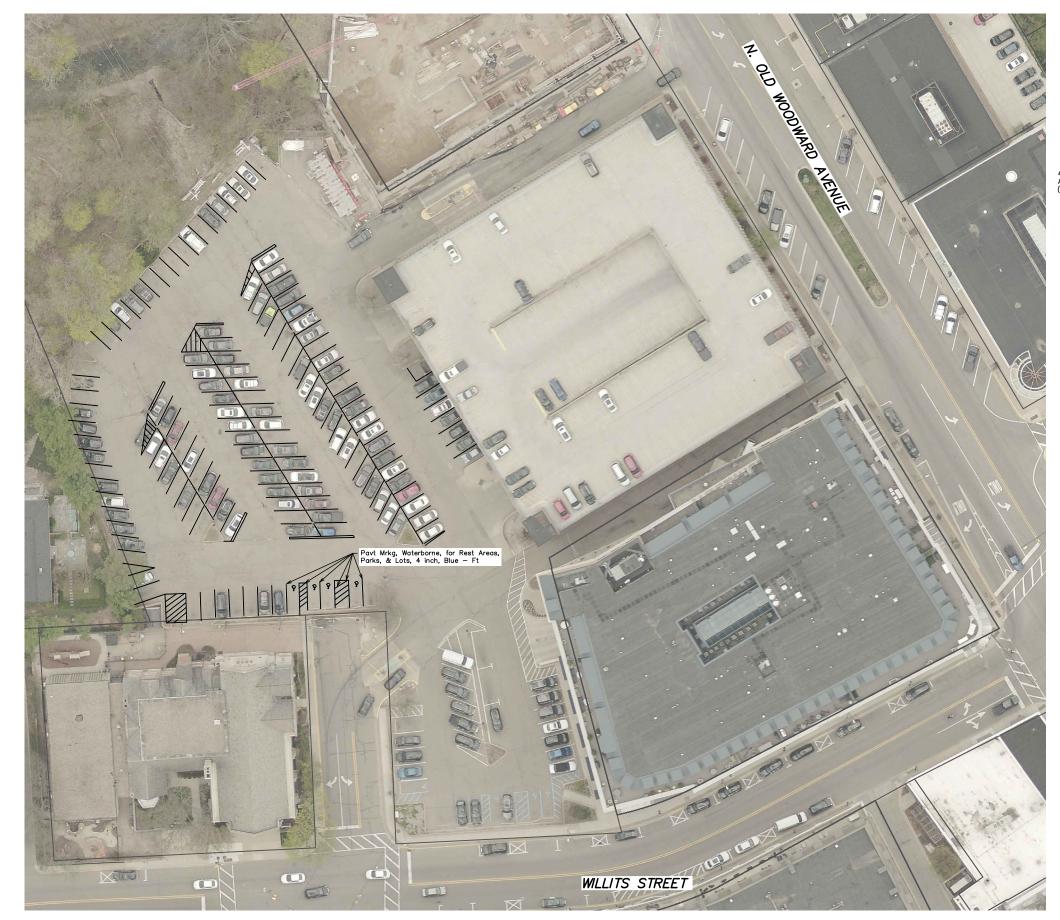
N	City of Birmingham
TYPICAL PARKING SPACE DETAIL (ADJACENT TO CURB/FENCE)	HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915 555 HULET DRIVE P.O. BOX 824 BLOOMFIELD HILLS, MICH. 48303 - 0824
Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4 inch, Blue - Ft	PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com
A" WIDE STRIPE – TYP (BLUE) Pavt Mrkg, Performed Thermopi, Accessible Symbol – Ea	
NIN SOL	
WDE ACCESS SLE STRIPE LUE) NOTE:	
VAN-ACCESSIBLE SPACES I 19.0' (TVP) VAN-ACCESSIBLE SPACES SHALL BE PROVIDED WITH	
AN 8.0' MIN. ACCESS AISLE.	7/30/2021 ISSUED FOR BID PLANS
TYPICAL 9'- 0" WDE	6/18/2021 PRELIMINARY PLANS TO CITY DATE ADDITIONS AND/OR REVISIONS
HANDICAP PARKING SPACE	DESIGNED MAR DRAWN MAR
NO SCALE	CHECKED ALP
	APPROVED CEH
IVE EXISTING PAVEMENT MARKINGS H PAID AS: "Rem Spec Mrkg" — NSTALL PAVEMENT MARKING LINES A PARKING SPACE. LL PAVEMENT MARKINGS HATCH CENT TO EXISTING FIRE HYDRANT	CITY DE BIRMINGHAM DAKLAND COUNTY, MICHIGAN
	CITY OF BIRMINGHAM
	2021 ASPHALT Resurfacing project
CONSTRUCTION QUANTITIES - THIS SHEET	
CONSTRUCTION QUANTITIES - THIS SHEET PAYITEM QTY UNIT PAVINE Sector Sect	PARKING LOT AT B.B. A.C. PAVEMENT MARKING PLAN
PAY ITEM QTY UNIT Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4 103 Ft	
PAY ITEM         QTY         UNIT           Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4         103         Ft           Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4         233         Ft	PAVEMENT MARKING PLAN
PAY ITEM         QTY         UNIT           Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4 inch, Blue         103         Ft           Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4         223         Et	

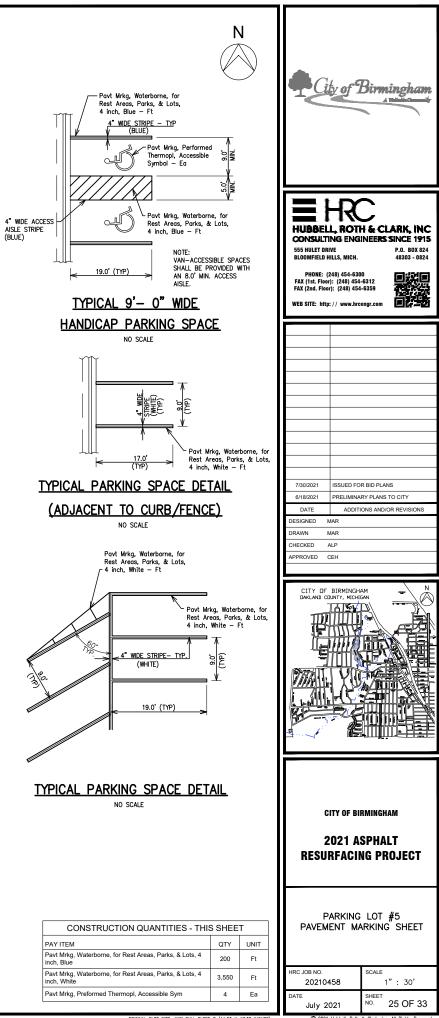


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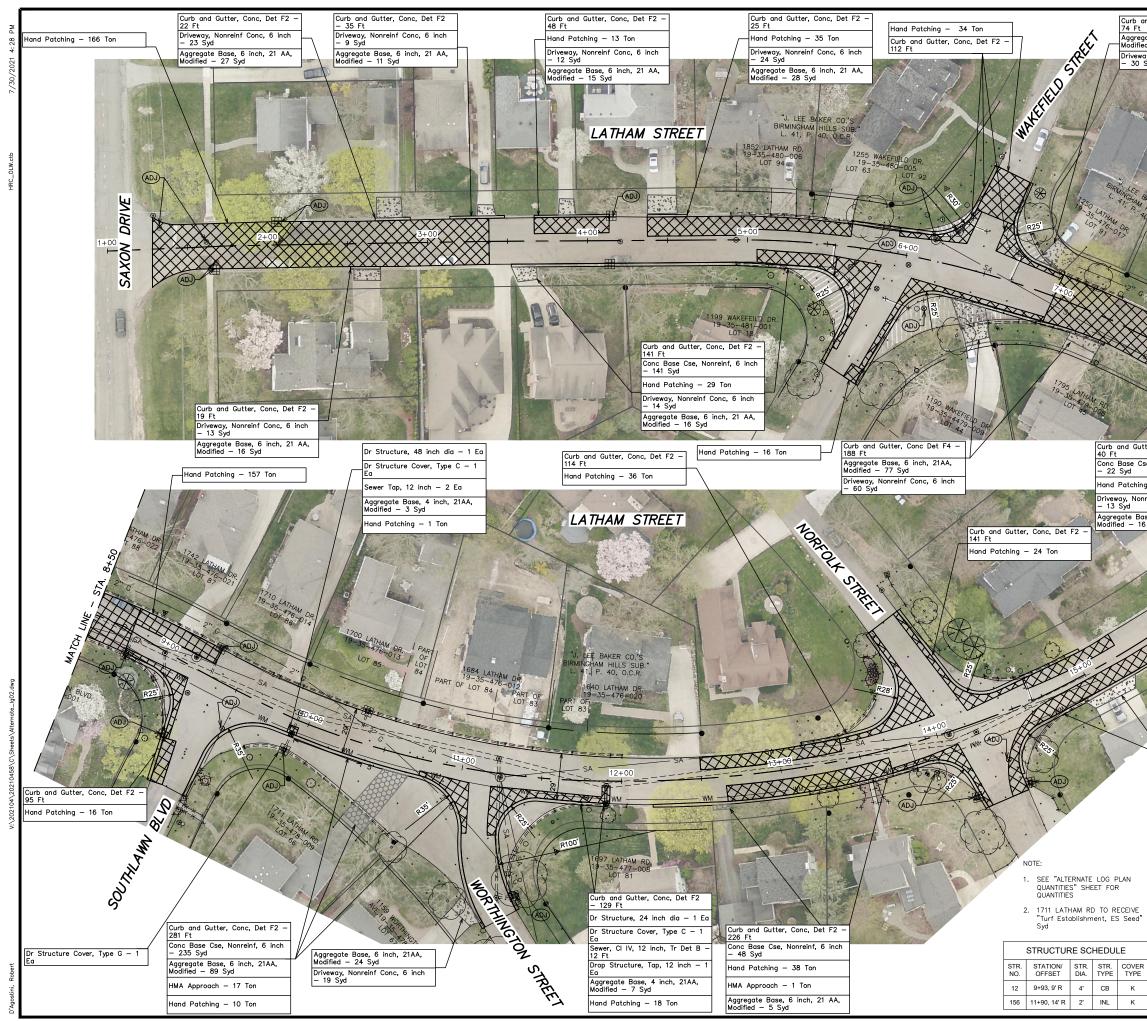
ostini. Robert

Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar — 14 Ft	
Post Steel, 3 lb - 14 Ft	
Sign, Type IIIA – 7 Sft	
	City Pining
	T City of Birmingham
He was been	
ANTER 14	
1415 CO. 5 10 SUS 2	
	HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915
170	555 HULET DRIVEP.O. BOX 824BLOOMFIELD HILLS, MICH.48303 - 0824
Lor 90 19-35 47 HAM DR	PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312
LOT 89	FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com
<sup>03</sup> 1 12 1	Web arte. http://www.incengr.com
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M May 28:000 18:000 18:00	
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Salut I Sta	
bld Plastic, 24	
5.25 Sft	7/30/2021         ISSUED FOR BID PLANS           6/18/2021         PRELIMINARY PLANS TO CITY
	DATE ADDITIONS AND/OR REVISIONS DESIGNED MAR
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	APPROVED CEH
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	CITY OF BIRMINGHAM
	2021 ASPHALT
TION QUANTITIES - THIS SHEET	
TION QUANTITIES - THIS SHEET QTY UNIT 56 Ft	2021 ASPHALT
QTY         UNIT           56         Ft           4         Ea	2021 ASPHALT Resurfacing project
QTY         UNIT           56         Ft	2021 ASPHALT RESURFACING PROJECT
QTY         UNIT           56         Ft           4         Ea           28         St	2021 ASPHALT RESURFACING PROJECT
QTY         UNIT           56         Ft           4         Ea           28         St	2021 ASPHALT RESURFACING PROJECT
QTY         UNIT           56         Ft           4         Ea           28         St	2021 ASPHALT RESURFACING PROJECT LATHAM STREET ALTERNATE PAVEMENT MARKING AND SINAGE SHEET



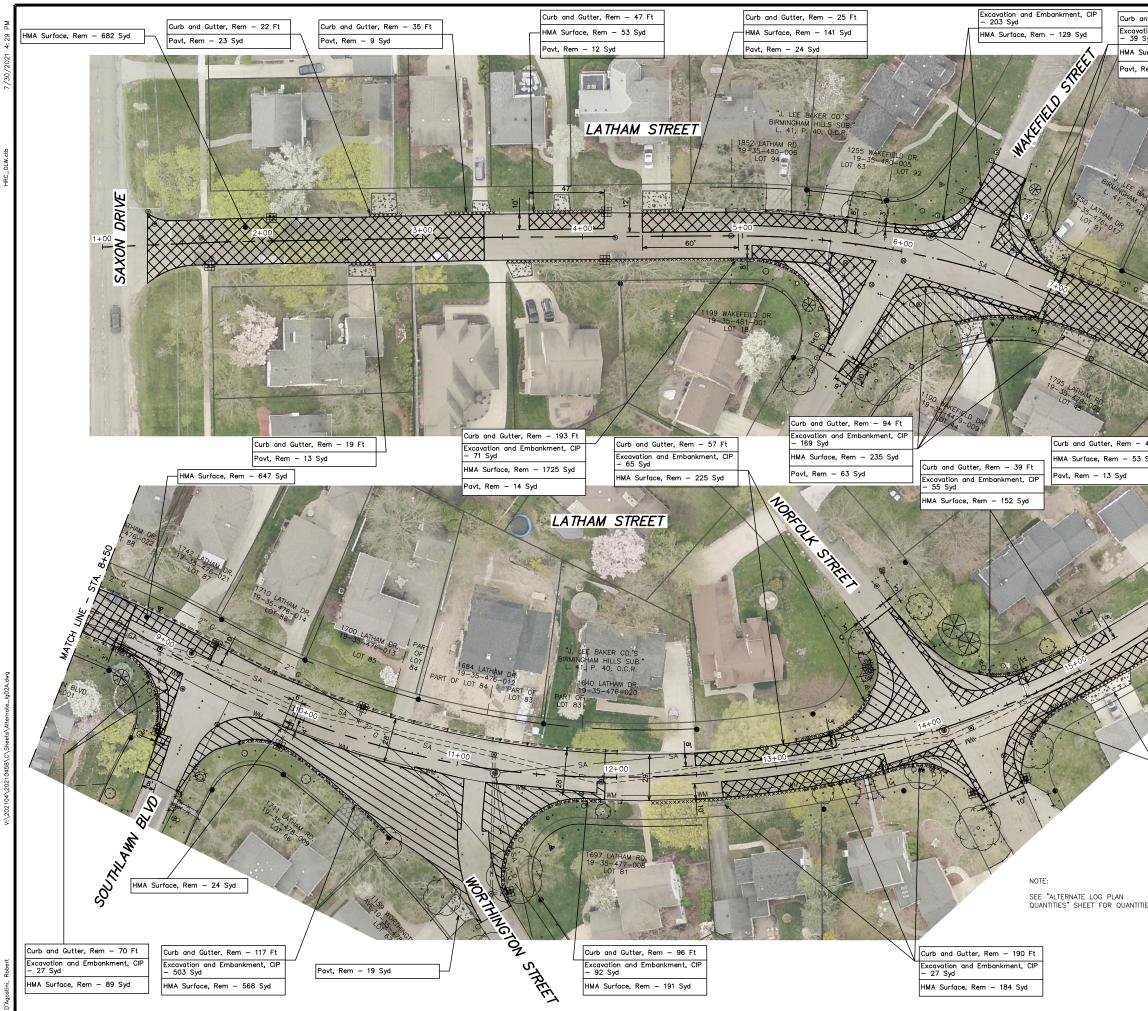


RIGINAL PLOT SIZE: ANSI FULL BLEED B (11.00 X 17.00 INCH



nd Gutter, Conc, Det F2 -		
ate Base, 6 inch, 21AA, d - 36 Syd		
y, Nonreinf Conc, 6 inch Syd		
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		H & CLARK, INC
in a start	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824
Lor go 19-35-10 May por	PHONE: (248) 454-630 FAX (1st. Floor): (248) 454	0 -6312 <b>Sto</b>
016 LOT 89	FAX (2nd. Floor): (248) 454	-6359
89 1 15 1	WEB SITE: http:// www.hrc	engr.com
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se, 6 inch, 21 AA,		ONS AND/OR REVISIONS
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	CITY OF BIRMINGH DAKLAND COUNTY, MICHI	
***		
		調測
and the second se		
	Re- Re-	
Curb and Gutter, Conc, Det F4 – 239 Ft Hand Patching = 62 Top		
Hand Patching – 62 Ton Driveway, Nonreinf Conc, 6 inch		
– 25 Syd Aggregate Base, 6 inch, 21 AA, Modified – 28 Syd		
NOTE:		
NOTE: 1711 LATHAM RD TO RECEIVE "Turf Establishment, ES Seed" — Syd	CITY OF BI	RMINGHAM
LEGEND	2021 A	SPHALT
Mill and Overlay	RESURFACI	NG PROJECT
Full Depth Repair		
2		STREET
Proposed Curb		PLAN SHEET 02 TION PLAN
Proposed HMA Driveway		
	HRC JOB NO. 20210458	scale 1": 30'
Proposed Concrete Driveway	DATE	SHEET
	July 2021	NO. 26 OF 33

ORIGINAL PLOT SIZE: ANSI FULL BLEED B (11.00 X 17.00 INCHES)



and Gutter, Rem — 33 Ft ation and Embankment, CIP		
Syd		
Surface, Rem - 72 Syd		
Rem – 30 Syd		
	City of	Birmingham
		A Withink Commit
- /A A A A A		
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		H & CLARK, INC INEERS SINCE 1915
	555 HULET DRIVE	P.O. BOX 824
Lot 90 19-35 14/44	BLOOMFIELD HILLS, MICH.	48303 - 0824
-07 90 3-35 THAM DR	PHONE: (248) 454-630 FAX (1st. Floor): (248) 454	-6312
016	FAX (2nd. Floor): (248) 454	-6359
LOT 89	WEB SITE: http:// www.hrc	engr.com
19 <sup>5</sup>		
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STATES STATES		
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Karan	7/30/2021 ISSUED FO	R BID PLANS
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and the state	L La Miller	
(Bar)	Kr	
Curb and Gutter, Rem - 205 Ft		
Excavation and Embankment, CIP		
- 28 Syd		
HMA Surface, Rem - 281 Syd		
Pavt, Rem — 25 Syd		
	CITY OF BI	
LEGEND	CITT OF BI	RININGRAM
Mill and Overlay	2021 A	срни т
	RESURFACI	
Full Depth Repair	IL SUNFAUI	
TIES HMA Removal		OTDEET
		STREET AN SHEET 02A
XXXXXXXXXXX · Curb Removal		AL PLAN
HMA Driveway Removal	HRC JOB NO.	SCALE
Rear and a literation of the	20210458	1": 30'
Concrete Driveway Removal	DATE July 2021	NO. 27 OF 33

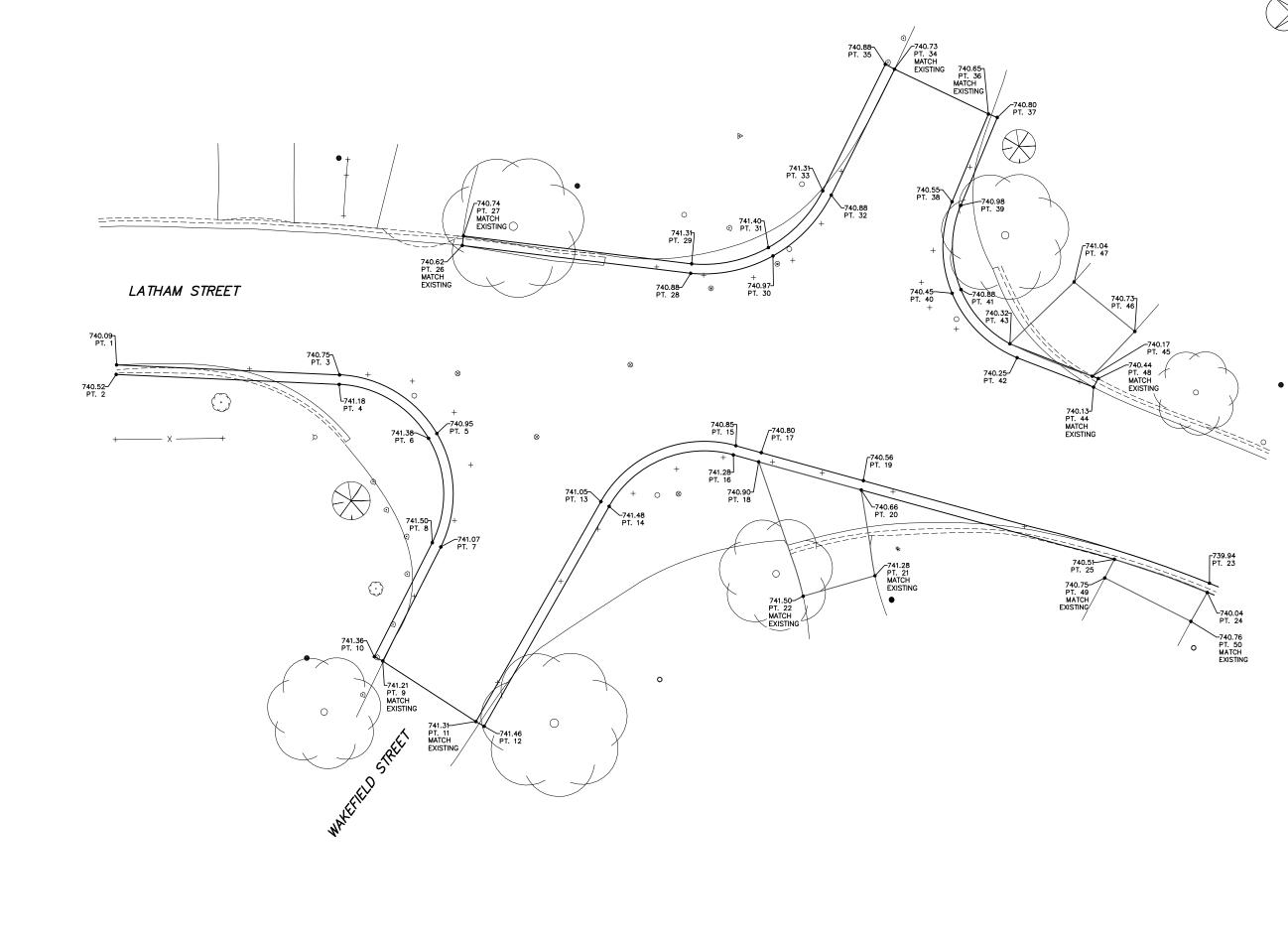
CONSTRUCTION QUANTITIES - ALTERNATE LOG PLAN SHEET 02A		
PAY ITEM	QTY	UNIT
Dr Structure, Rem	1	Ea
Sewer, Rem, Less than 24 inch	11	Ft
Curb and Gutter, Rem	1,235	Ft
Pavt, Rem	89	Syd
HMA Surface, Rem	1,906	Syd
Sign, Type III, Rem	5	Ea

	City of Birmingham
	HUBBELL, ROTH & CLARK, INC ONSULTING ENGINEERS SINCE 1915 555 MUET DINE BLOOMFIELD HILLS, MICH. P.O. B0X 824 BLOOMFIELD HILLS, MICH. P.O. B0X 824 PHONE: (248) 454-6312 FAX (248, 1050; (248) 454-6329 FAX (248, 1050; (248) 454-6329 WEB SITE: http:// www.hrcengr.com
	7/30/2021 ISSUED FOR BID PLANS 6/18/2021 PRELIMINARY PLANS TO CITY DATE ADDITIONS AND/OR REVISIONS
	DESIGNED MAR DRAWN MAR CHECKED ALP APPROVED CEH CITY DF BIRMINGHAM DAKLAND CDUNTY, MICHIGAN
T 5 5 5	
	CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT
	ALTERNATE LOG PLAN QUANTITY BOXES
1	HRC JOB NO. SCALE 20210458 DATE SHEET NO. 28 OF 33

# CONSTRUCTION QUANTITIES - ALTERNATE LOG

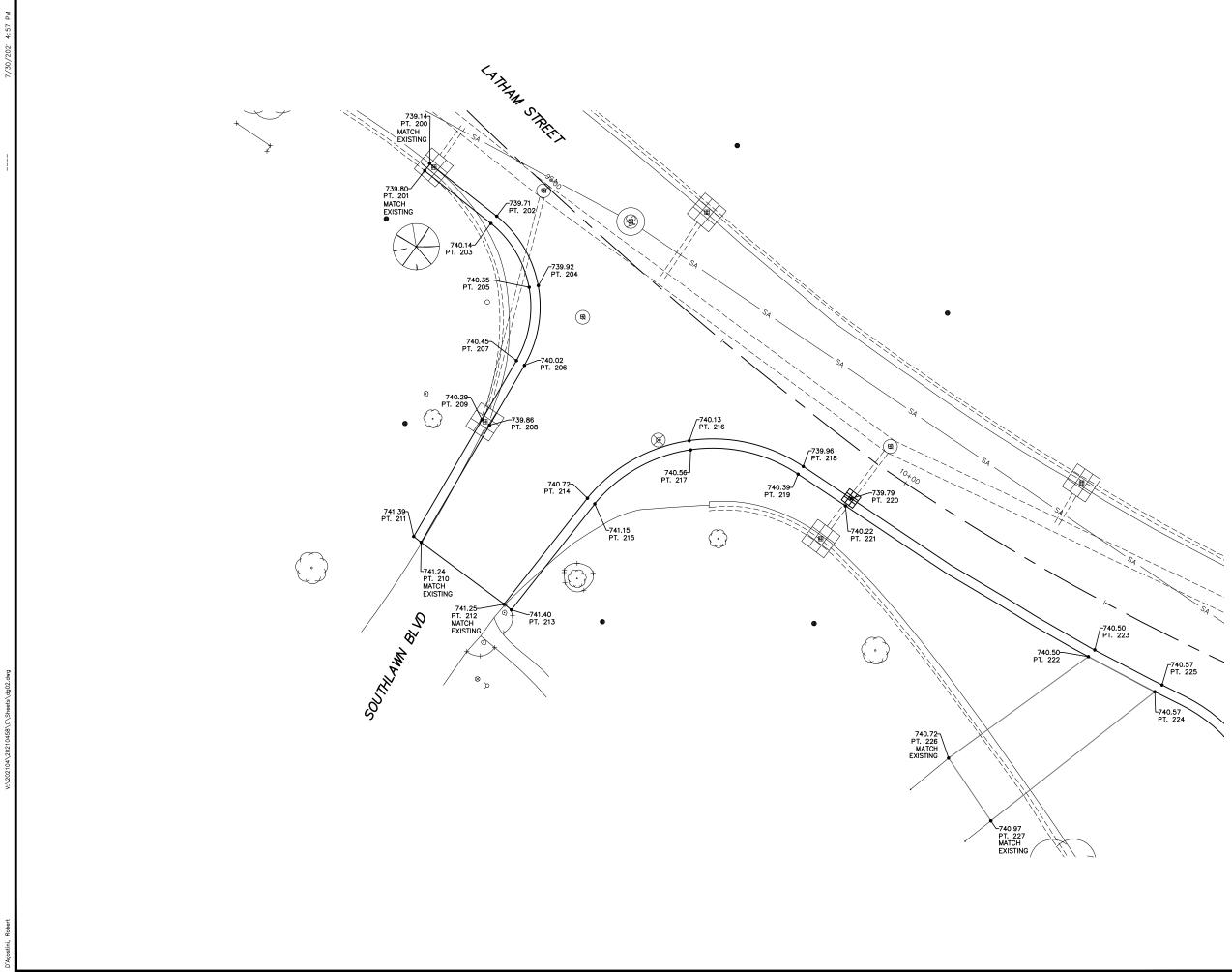
PLAN SHEET 02		
PAYITEM	QTY	UNIT
Excavation and Embankment, CIP	688	Cyd
Erosion Control, Inlet Protection, Fabric Drop	2	Ea
Aggregate Base, 4 inch, 21AA, Modified	9	Syd
Aggregate Base, 6 inch, 21AA, Modified	228	Syd
Sewer, CI IV, 12 inch, Tr Det B	12	Ft
Sewer Tap, 12 inch	2	Ft
Dr Structure Cover, Adj, Case 1	4	Ea
Dr Structure Cover, Type C	5	Ea
Dr Structure Cover, Type G	1	Ea
Dr Structure, 24 inch dia	1	Ea
Dr Structure, 48 inch dia	1	Ea
Dr Structure, Tap, 12 inch	1	Ea
DPW Structure Cover, Adj, Case 1	5	Ea
DPW Structure Cover, Adj, Case 2	2	Ea
DPW Structure Cover	1	Ea
Hand Patching	176	Ton
HMA Approach	18	Ton
Conc Base Cse, Nonreinf, 6 inch	406	Syd
Driveway, Nonreinf Conc, 6 inch	91	Syd
Curb and Gutter, Conc, Det F2	1,709	Ft
Post, Steel, 3 lb	98	Ft
Sign, Type IIIA	19	Sft
Turf Establishment, ES Seed	546	Syd
Turf Establishment	1,044	Syd

July 2021



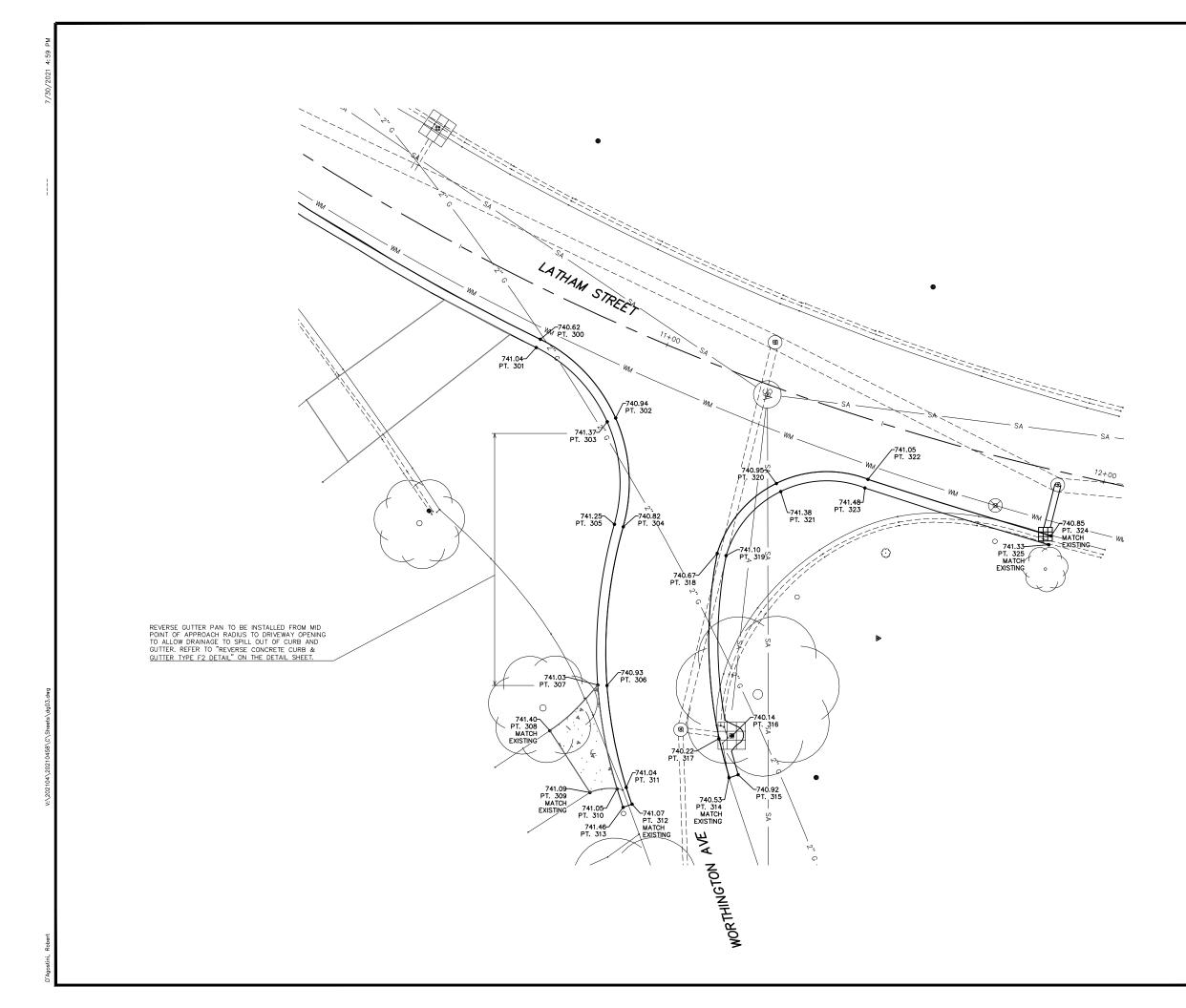


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	-6312 -6359
6/18/2021 PRELIMINA	R BID PLANS RY PLANS TO CITY ONS AND/OR REVISIONS
CITY DE BIRMING DALAND COUNTY, MICH	
2021 A	RMINGHAM SPHALT NG PROJECT
	EFIELD STREET GRADES
HRC JOB NO. 20210458 DATE July 2021	SCALE 1" = 10' SHEET NO. 29 OF 33



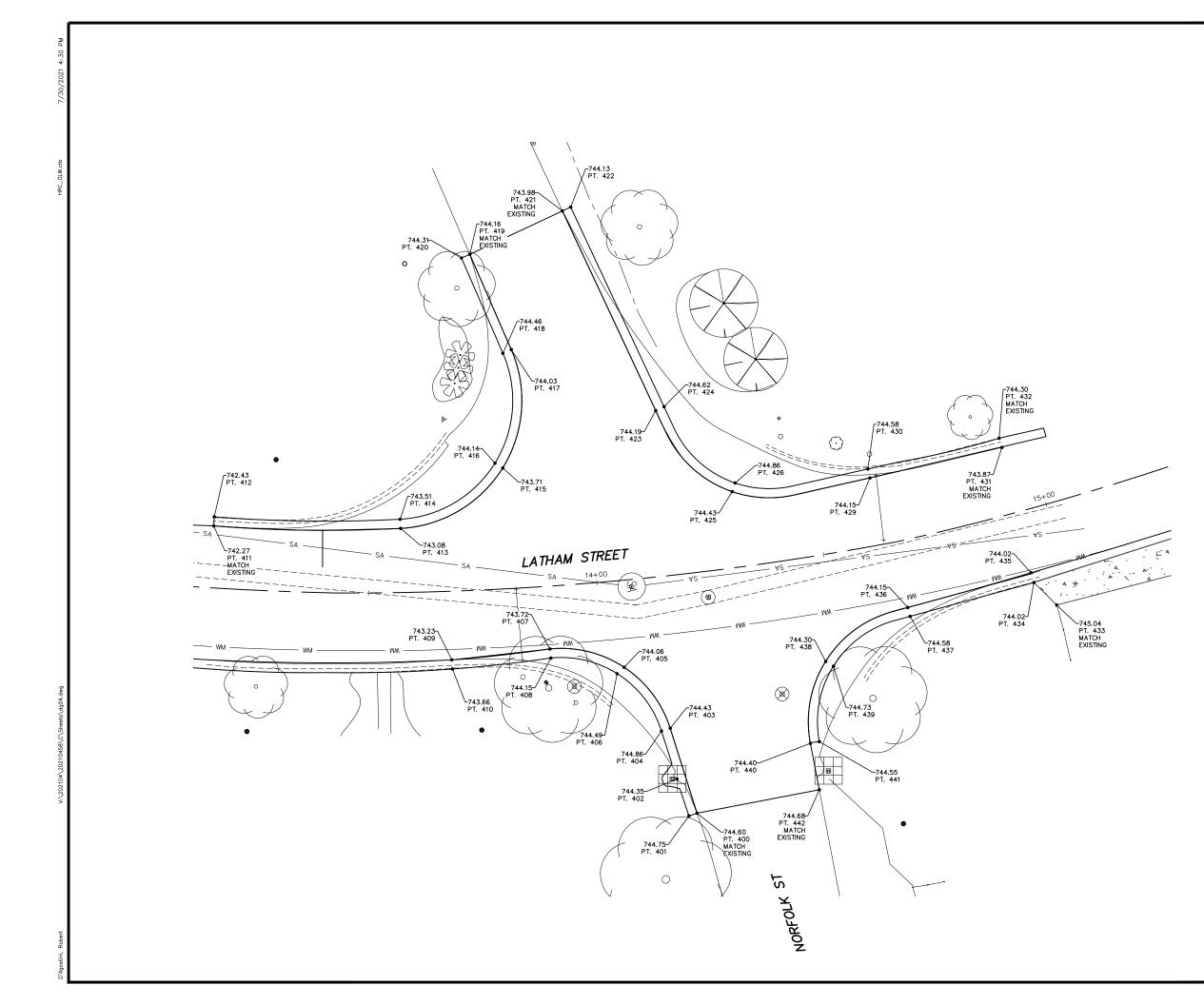


City of Birmingham
HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915 S55 HULET DRIVE BLOOMFIELD HILLS, MICH. PHONE: (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com
7/30/2021 ISSUED FOR BID PLANS 6/18/2021 PRELIMINARY PLANS TO CITY DATE ADDITIONS AND/OR REVISIONS DESIGNED MAR DRAWN MAR CHECKED ALP APPROVED CEH
CITY OF BIRMINGHAM DARLAND COUNTY, MICHIGAN
CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT
LATHAM & SOUTHLAWN STREET DETAIL GRADES
HRC JOB NO. 20210458 SCALE 1" = 10' DATE July 2021 NO. 30 OF 33





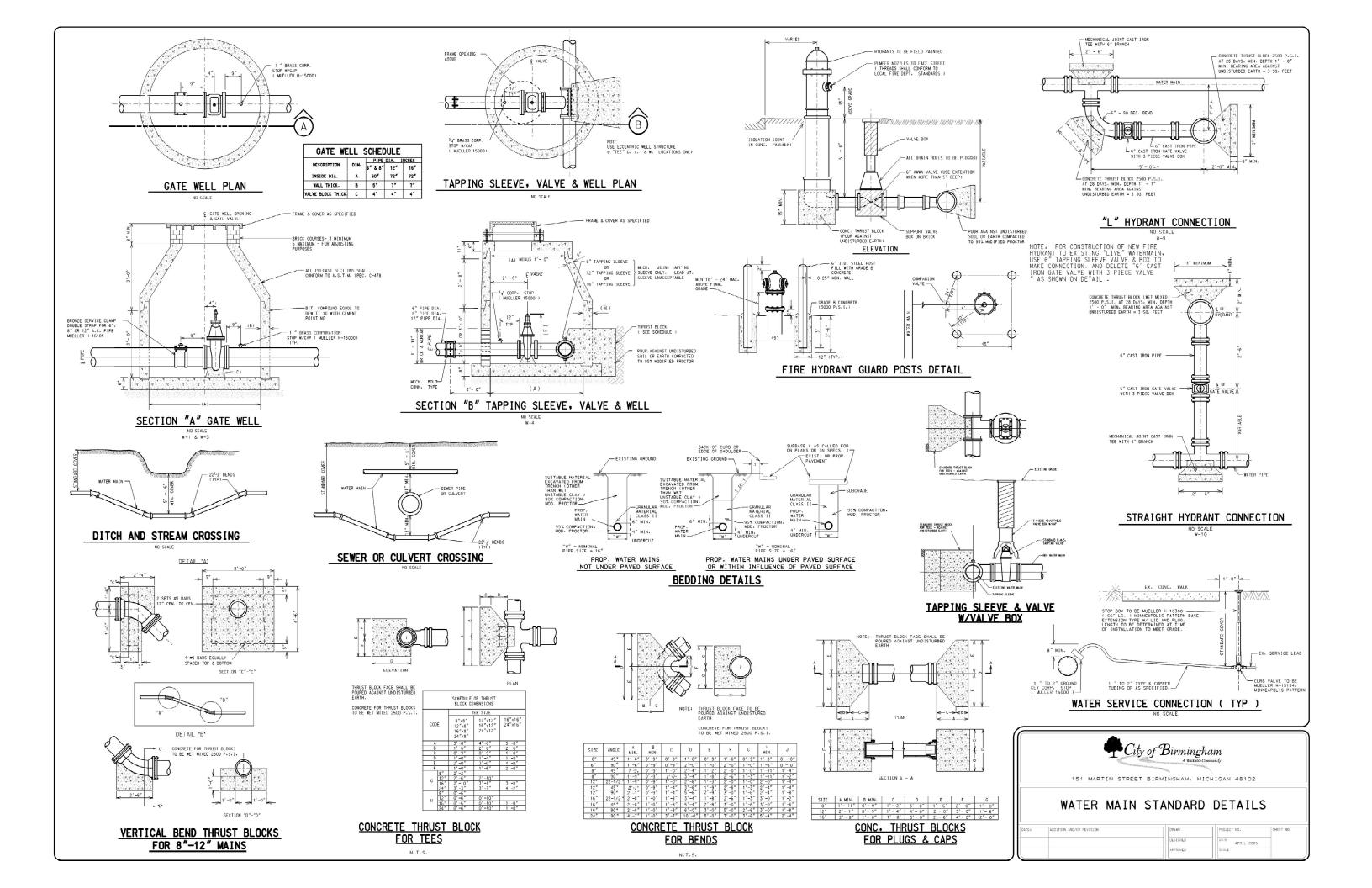
City of Birmingham
HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915 555 HULET DRIVE BLOOMFIELD HILLS, MICH. PHONE: (248) 454-6320 FAX (1st. Floor): (248) 454-6329 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com
7/30/2021     ISSUED FOR BID PLANS       6/18/2021     PRELIMINARY PLANS TO CITY       DATE     ADDITIONS AND/OR REVISIONS       DESIGNED     MAR       DRAWN     MAR       CHECKED     ALP       APPROVED     CEH
CITY DE BIRNINGHAM DACLAND CIDINTY, MICHIGAN
CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT
LATHAM & WORTHINGTON AVE DETAIL GRADES
HRC JOB NO. 20210458 SCALE 1" = 10' DATE July 2021 SHEET NO. 31 OF 33





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Giby of Birmingham
HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915 555 HULET DRIVE BLOOMFIELD HILLS, MICH. PHONE: (248) 454-6312 FAX (1st-Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6312 FAX (2nd. Fl
7/30/2021 ISSUED FOR BID PLANS 6/18/2021 PRELIMINARY PLANS TO CITY DATE ADDITIONS AND/OR REVISIONS DESIGNED MAR DRAWN MAR CHECKED ALP APPROVED CEH
CITY DF BIRNINGHAM DALAND COUNTY, MICHIGAN
CITY OF BIRMINGHAM 2021 ASPHALT RESURFACING PROJECT
LATHAM & NORFOLK STREET DETAIL GRADES
HRC JOB NO. 20210458 1" = 10' DATE July 2021 SHEET NO. 32 OF 33





September 1, 2021

City of Birmingham 151 Martin Street Birmingham, MI 48012

- Attn: James J. Surhigh, P.E. Consulting City Engineer
- Re: Recommendation for Bid Award 2021 Asphalt Resurfacing Project – Contract #5-21(P)

MAILING: PO Box 824 Bloomfield Hills, MI 48303-0824

SHIPPING: 555 Hulet Drive Bloomfield Hills, MI 48302-0360

PHONE: 248-454-6300 WEBSITE: hrcengr.com

HRC Job No. 20210458

Dear Mr. Surhigh;

Bids for the subject project were taken on Tuesday, August 17 at 10:00 a.m. at City Hall. A total of two (2) bids were received and read. The bids have been checked and they are in order. The low bidder for the project is Pamar Enterprises of New Haven, Michigan with a bid of \$1,476,831.04. We note that the bid amount is more than the Engineer's Opinion of Probable Construction Cost of \$1,134,800.00.

Since the project involves several individual locations, we have tabulated the breakdown below of the costs per division (street/parking lot) to aid in the City's assessment for the project award.

Division	Total Cost
Adams Rd	\$110,945.84
Latham St (Base Bid)	\$430,624.04
<ul> <li>Alternate Geometric Layout**</li> </ul>	\$274,187.50
Stanley Blvd	\$153,979.47
Fairway Drive (Including Water Main)	\$241,562.11
Watkins St	\$53,765.01
Bloomfield Arts Center Parking Lot	\$21,923.79
Parking Lot #5	\$75,178.22
Misc. Trench Repairs	\$114,665.06
Total Construction Costs	\$1,476,831.04

\*\*Note: An additional cost to the Latham St (Base Bid)

With the above breakdown, we understand the City will review the divisions to determine the necessary scope of work for the project to fit within the City's budget.

Our office has had experience with Pamar Enterprises for work in neighboring communities. Pamar Enterprises provided several references for similar work performed recently, and we received favorable responses to our inquiry about their job performance. Pamar Enterprises did include in their references that they were the prime on 2016 Asphalt Resurfacing for the City of Birmingham.

Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760

**Detroit** 535 Griswold St. Buhl Building, Ste 1650 Detroit, MI 48226 313-965-3330

Grand Rapids 801 Broadway NW Suite 215 Grand Rapids, MI 49504 616-454-4286 Howell 105 W. Grand River Howell, MI 48843 517-552-9199 Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295 Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005 Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488



September 1, 2021 HRC Job Number 20210458 Page 2 of 2

In our capacity as Consulting Engineers for the City of Birmingham, we recommend that the contract for the 2021 Asphalt Resurfacing Project – Contract #5-21(P) be awarded to Pamar Enterprises in the amount to be determined by the City, upon further review of the divisions outlined above.

Should you have any questions or comments, please feel free to contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

andrea Pike

Andrea L. Pike, P.E. Associate

pc:

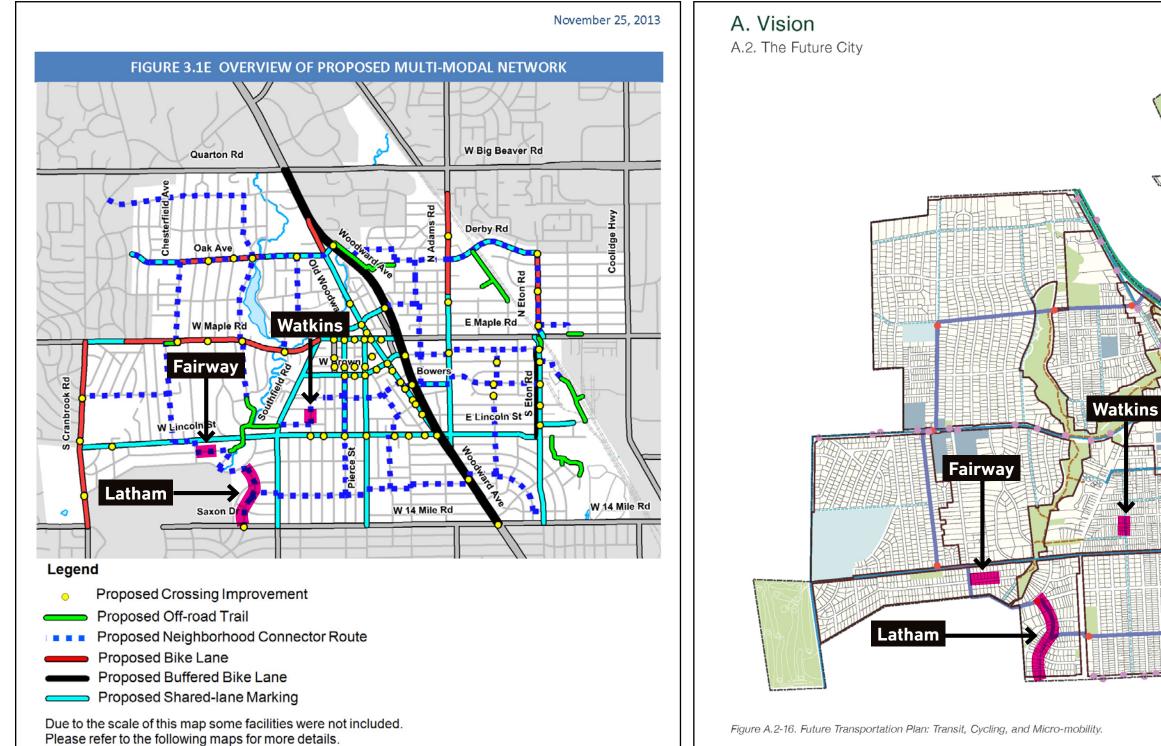
HRC - C. Hart, File

Robert D'Agostini Graduate Engineer II

# **2021 STREET REPAVING PROJECT INVENTORY BIRMINGHAM MMTB**

MARCH 4, 2021





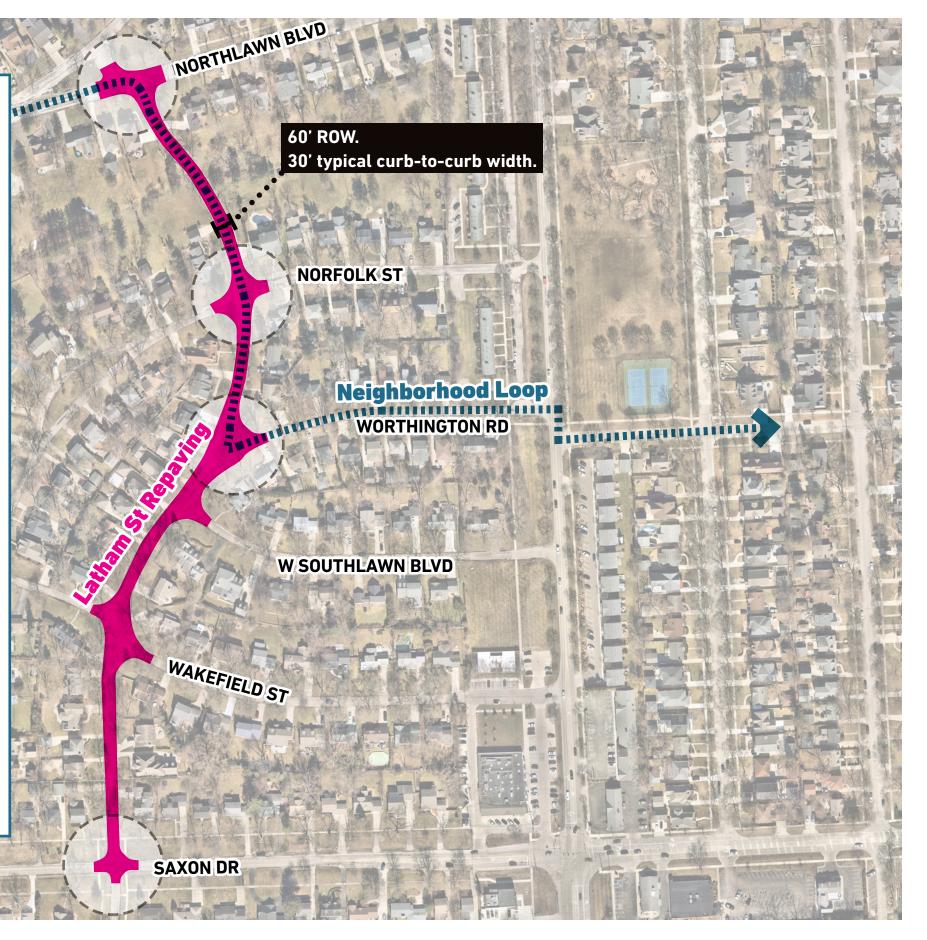
**DRAFT MASTER PLAN** 

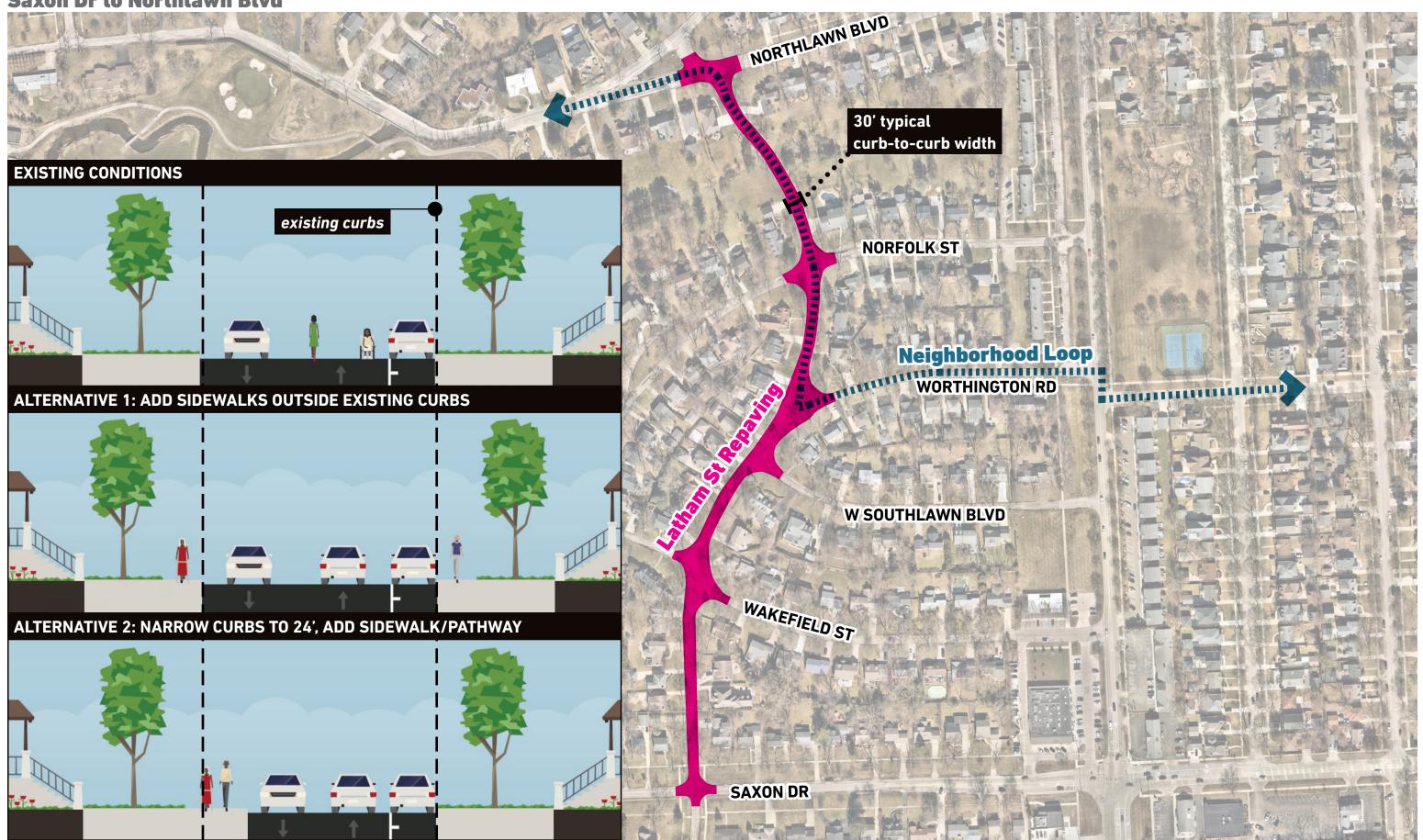
# **MULTI-MODAL TRANSPORTATION PLAN**

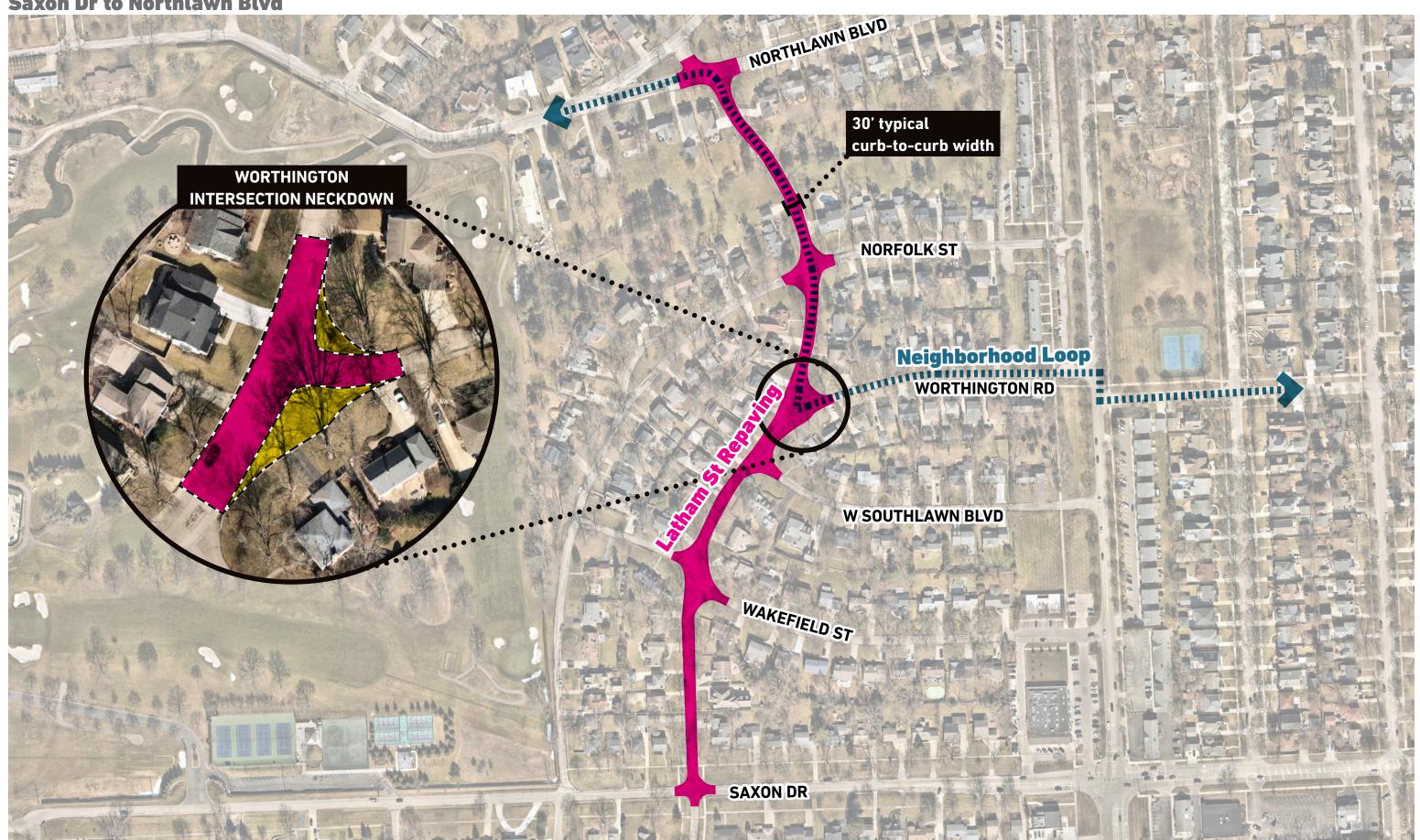


# LATHAM ST DESIGN OPTIONS

- Draft Master Plan identifies "general pedestrian improvements" at the following intersections:
  - Worthington
  - Norfolk
  - Northlawn
  - Saxon
- Latham non-motorized options (see following page):
  - Construct sidewalks on one or both sides outside existing curbs.
  - Reduce width to 26' standard, may qualify for 24' exception per Residential Street Design Standards. Would create room for sidewalk or shared use path on one side of the street.
- Add Stop signs and/or "Yield to Bikes and Peds" signs for E-W traffic at the following intersections:
  - Southlawn
  - Worthington
  - Norfolk
- "Neighborhood Loop" signage at each intersection.
- Right-size intersections and turning radii.
- Add/Refresh crosswalk markings and add Yield to Peds signage at Saxon and Northlawn intersections.









30' typical curb-to-curb width

NORFOLK ST

NORTHLAWN BLVD

Community.

WAKEFIELD INTERSECTION NEIGHBORHOOD TRAFFIC CIRCLE Neighborhood Loop WORTHINGTON RD

The state

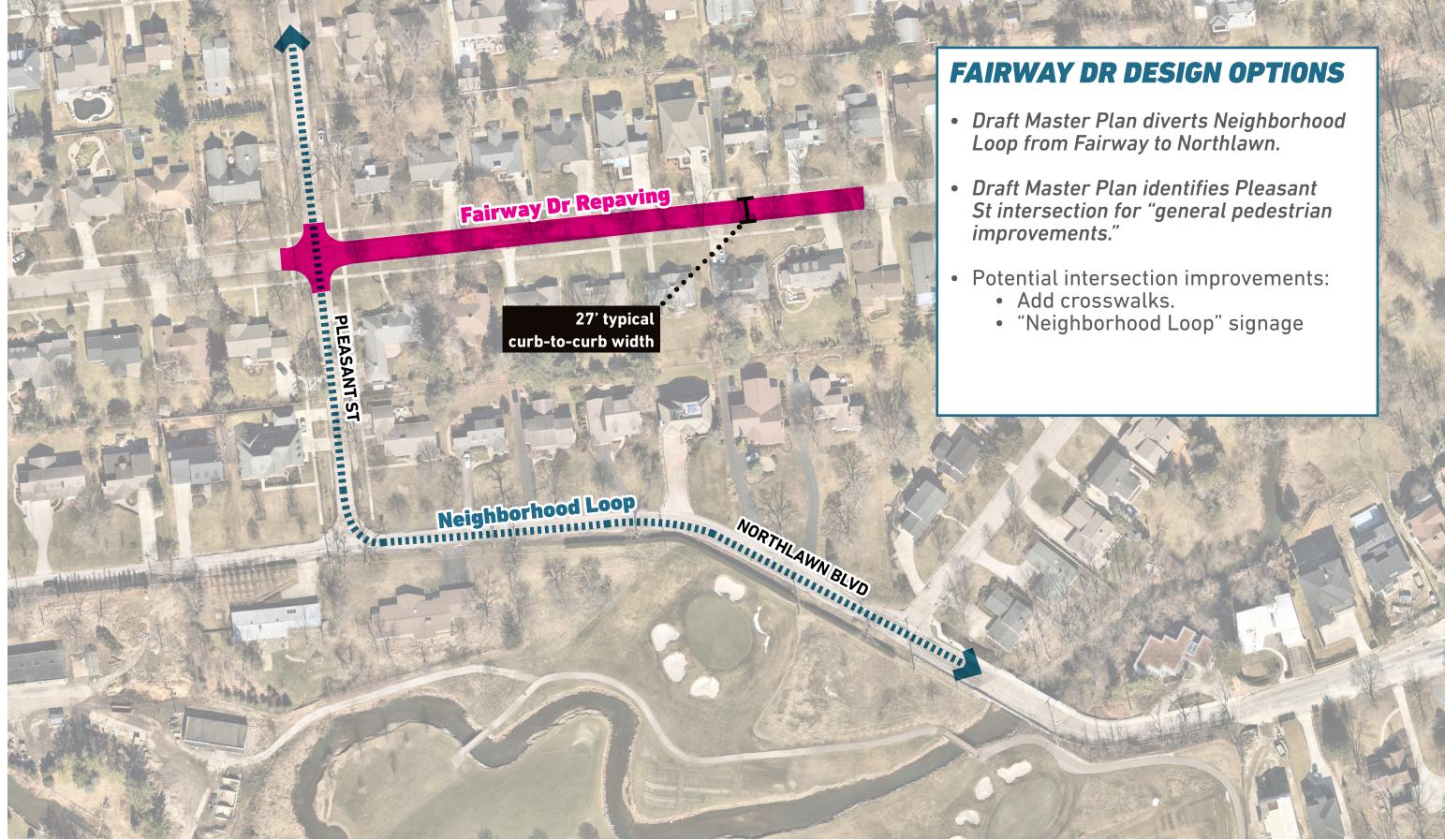
W SOUTHLAWN BLVD

WAKEFIELD ST

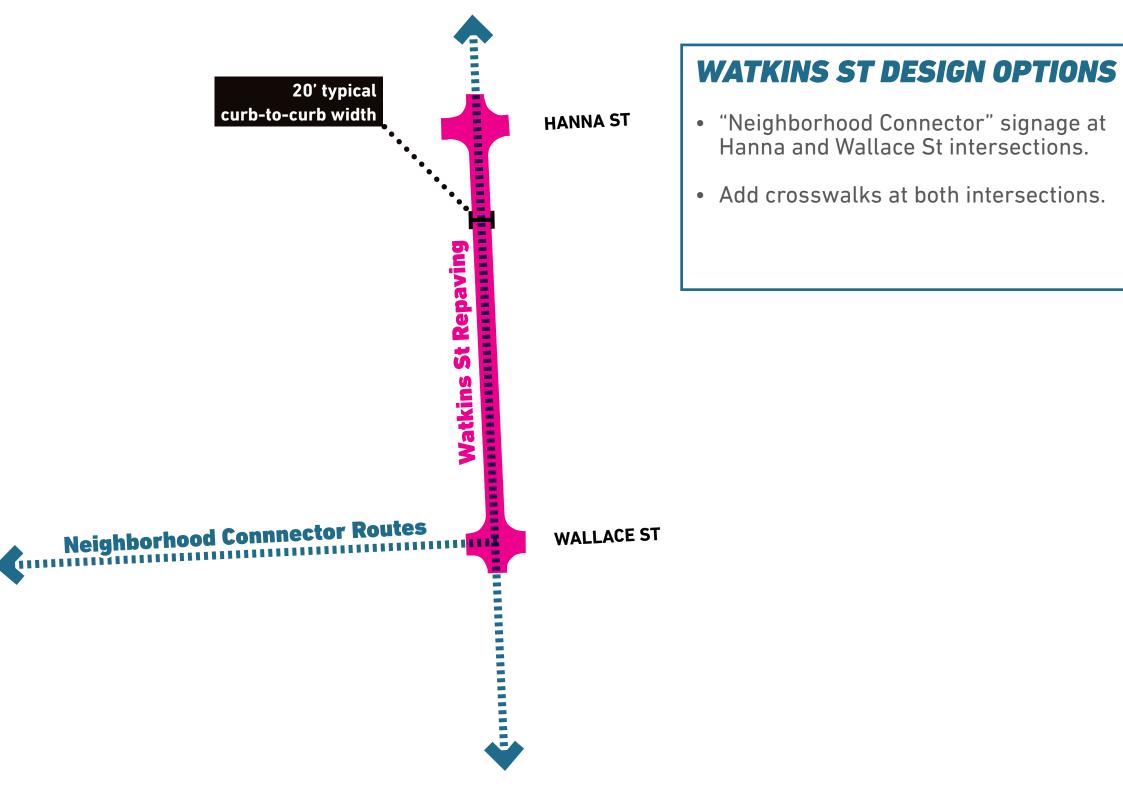
SAXON DR



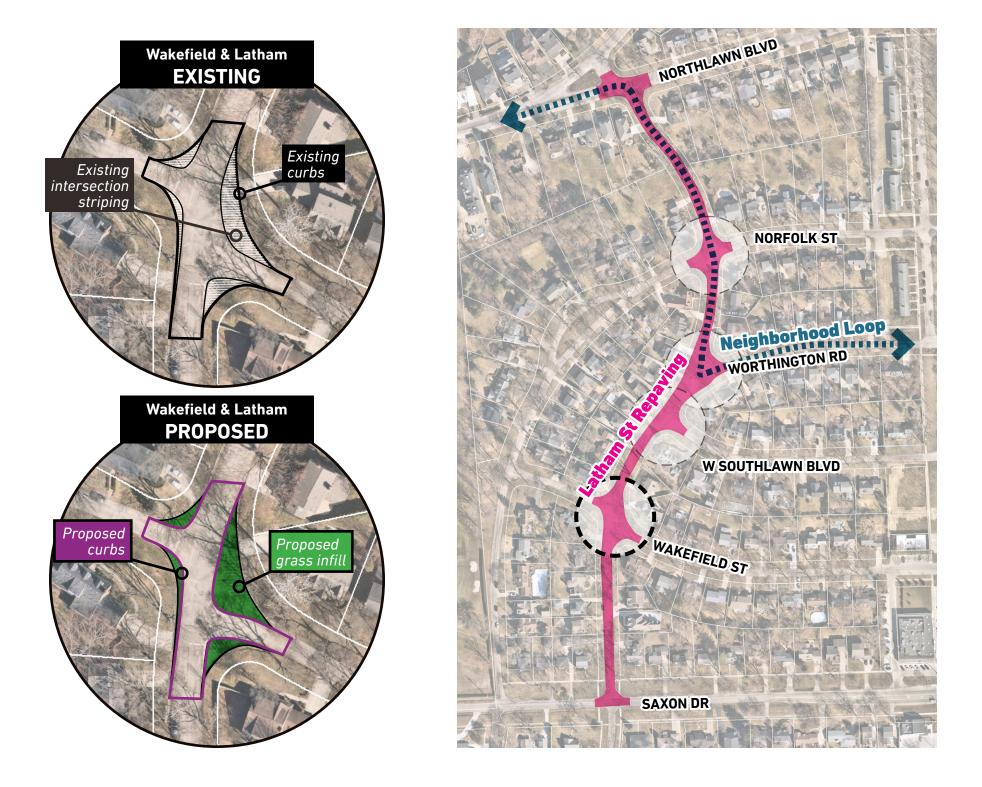
### FAIRWAY DR Pleasant St to 600' East

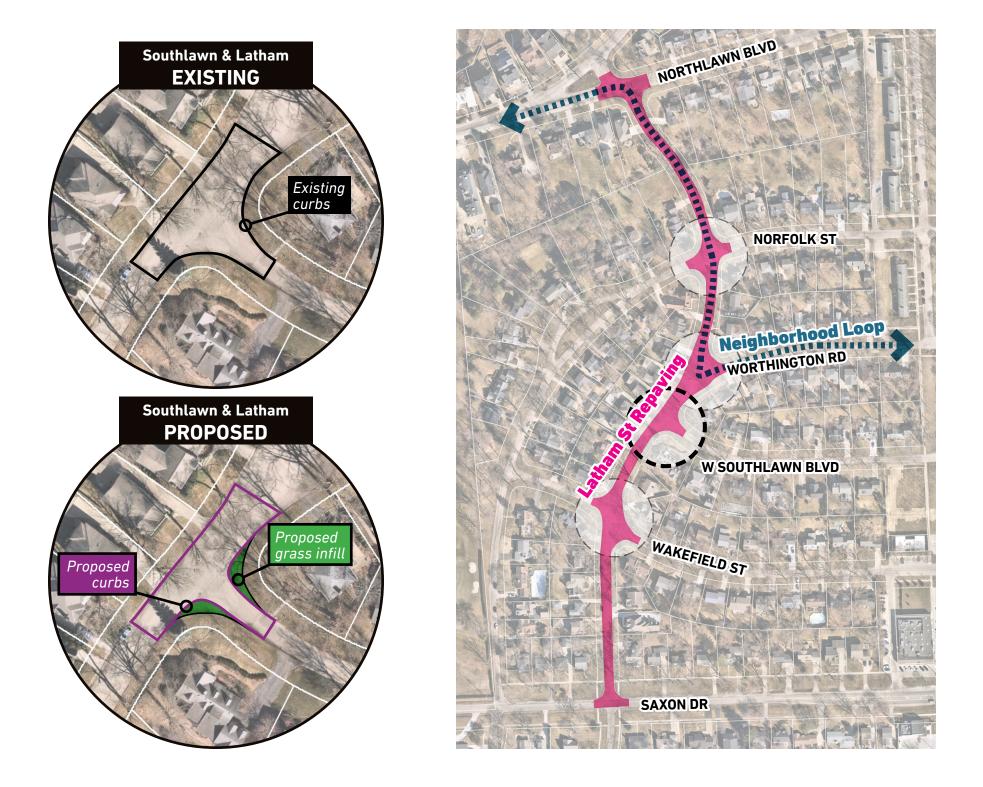


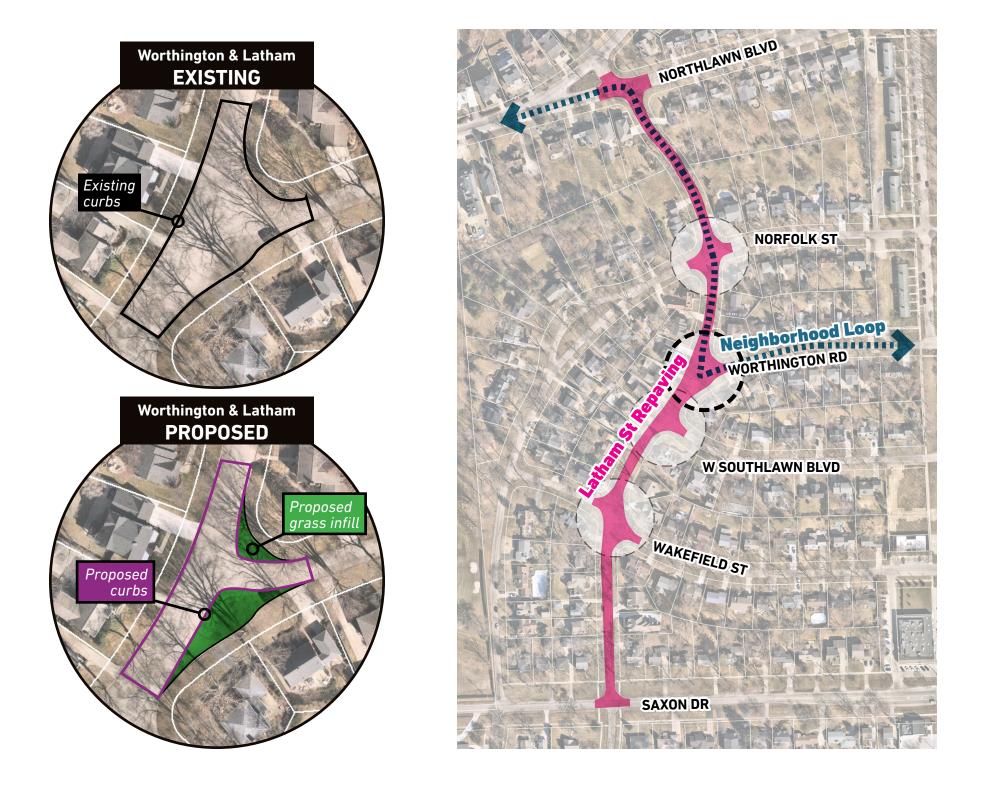
**WATKINS ST Wallace St to Hanna St** 

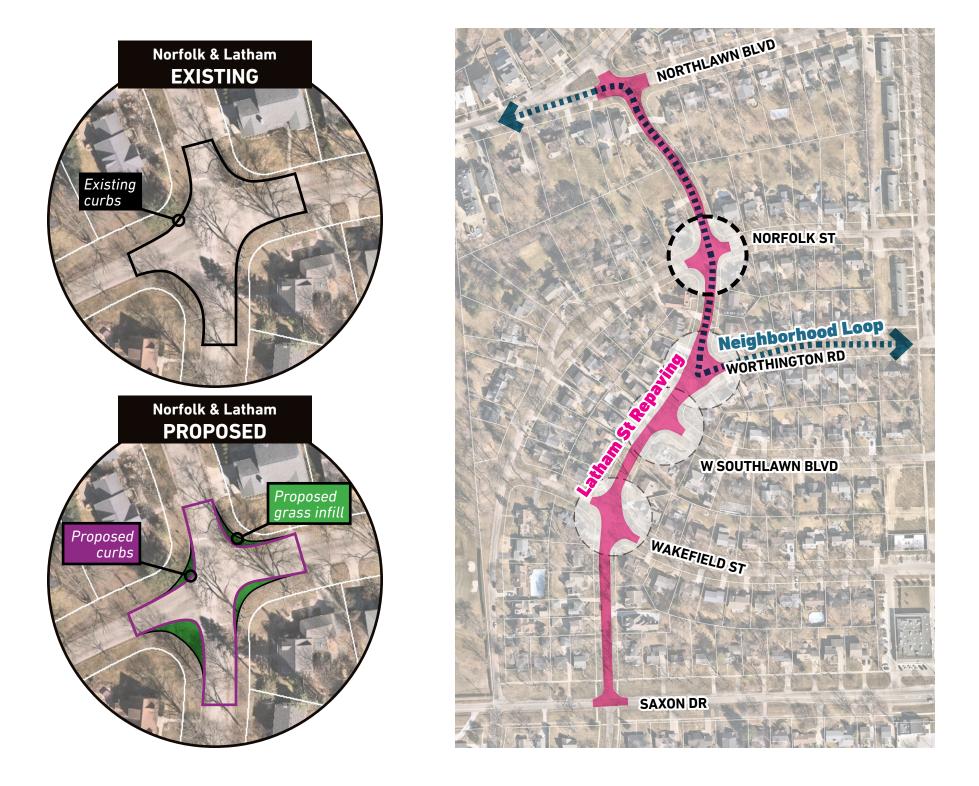


W LINCOLN ST









#### **DRAFT**

#### City Of Birmingham Multi-Modal Transportation Board Thursday, August 5, 2021

151 Martin Street, City Commission Room 205, Birmingham, MI

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, August 7, 2021.

Acting Vice-Chair Katie Schafer convened the meeting at 6:07 p.m.

#### 1. Rollcall

- **Present:** Board Members Andrew Haig, David Hocker, David Lurie, Tom Peard, Katie Schafer
- Absent: Chair Johanna Slanga; Board Member Doug White; Alternate Board Member Joe Zane; Student Representatives Lauren Morris, Justin Schoener, Alex Walters
- Administration:Jana Ecker, Assistant City Manager (ACM)<br/>Brooks Cowan, City Planner (CP)<br/>Laura Eichenhorn, City Transcriptionist (PC)<br/>Scott Grewe, Police Operations Commander (PC)<br/>Scott Zielinski, Assistant City Engineer (ACE)

#### Fleis & Vandenbrink (F&V):

Julie Kroll

MKSK: Haley Wolfe

#### 2. Introductions

#### 3. Review Agenda

#### 4. Approval of MMTB Minutes of July 8, 2021

#### Motion by Mr. Lurie Seconded by Mr. Haig to approve the MMTB Minutes of July 8, 2021 as submitted.

#### Motion carried, 5-0.

ROLL CALL VOTE Yeas: Lurie, Haig, Peard, Hocker, Schafer Nays: None

#### 5. Phase III – S. Old Woodward (Brown to Landon) - Update

Ms. Wolfe, Ms. Kroll, and ACE Zielinski presented the item.

Multi-Modal Transportation Board Proceedings August 5, 2021

Ms. Wolfe stated:

- She would be meeting with some business owners on S. Old Woodward on August 12, 2021 regarding potentially moving some of their driveways; and,
- SMART had not as yet suggested any changes to the bus stop plans.

Acting Vice-Chair Schafer noted that the project aims to maintain 85% parking utilization along S. Old Woodward, which means that even in removing some of the parking spaces sufficient parking should remain available.

Ms. Wolfe said the item would return for further MMTB review once the team has updated the parking counts provided by PC Grewe.

ACM Ecker stated that the meeting with the S. Old Woodward business owners on August 3, 2021 was attended by about 20 people and was informational in focus.

ACE Zielinski said the responses on Engage Birmingham regarding the project had been largely positive.

#### 6. S. Eton Corridor Study – Update

ACM Ecker updated the Board on the item.

The Board had no questions regarding the update.

#### 7. Ferndale / Ravine Intersection – Stop Sign Request

PC Grewe presented the item.

Acting Vice-Chair Scahfer said implementing the recommendation from F&V would likely make the intersection safer.

#### Motion by Mr. Lurie

Seconded by Acting Vice-Chair Schafer to recommend providing 1. An All-Way Stop control at the Ferndale Road & Ravine Road intersection; and, 2. A Stop sign on the Brookside Ave. approach at Ravine Road.

PC Grewe confirmed he would let Ms. Safford, the resident that raised the issue, know the outcome of the discussion.

#### Motion carried, 5-0.

ROLL CALL VOTE Yeas: Lurie, Schafer, Haig, Peard, Hocker Nays: None

#### 8. Latham Street – Survey Results

ACE Zielinski presented the item.

Three Board members commented that while the updates would certainly improve the safety along Latham, it remains important to pursue the addition of sidewalks to the area.

ACE Zielinski said approval of the current plans would allow for a better sense of where sidewalks could be added along Latham in the future.

In reply to Acting Vice-Chair Schafer, ACE Zielinski said the Northlawn-Latham intersection could not be narrowed as part of this project because it was at the end of the section being worked on.

There was discussion about the fact that approving these plans would mean having to remove some of this work in the future to install sidewalks. The Board consensus was that this was still worthwhile to improve safety in the interim since the investigation of sidewalks would not be budgeted until FY 22-23 at the earliest, and sidewalks could only be budgeted for FY 23-24 at the earliest.

ACE Zielinski also noted that undertaking the currently proposed work might reduce how many trees must be removed during the sidewalk installation later on.

#### Motion by Mr. Haig

Seconded by Mr. Lurie to support the proposed option to reconfigure the intersections at Wakefield, Southlawn, Worthington and Norfolk as part of the upcoming 2021 Asphalt Maintenance Program project for Latham Road.

#### Motion carried, 5-0.

ROLL CALL VOTE Yeas: Haig, Lurie, Schafer, Peard, Hocker Nays: None

ACM Ecker stated the City could use social media to notify residents that the matter of sidewalks along Latham is still being explored. She said it would be appropriate to conduct another survey regarding sidewalks along Latham once that study commences.

#### Motion by Mr. Haig Seconded by Mr. Peard to request further investigation into the introduction of sidewalks along the length of Latham and to request the necessary funding of studies to support such action.

#### Motion carried, 5-0.

ROLL CALL VOTE Yeas: Haig, Peard, Hocker, Lurie, Schafer Nays: None

#### 9. Citywide Sidewalk Priorities

CP Cowan reviewed the item. He explained that while this item would serve as the Board's

recommended order of evaluation for potential sidewalk locations, it would not mean that Engineering would ultimately recommend sidewalks in all the proposed locations.

ACM Ecker explained that the concept plan for sidewalk priorities would help Staff plan future sidewalk installation projects. She explained that Departments could request special funding for sidewalk installation, that sometimes sidewalks can be included in MDOT projects, and that sometimes there are grants available for sidewalk installations.

ACM Zielinski noted that it is common to add sidewalks when improving a street and to also improve already extant sidewalks at that time.

There was Board consensus that the updates reflected their previous recommendations.

ACM Zielinski noted that this concept plan may also help prioritize otherwise similarly-qualified roads during the unimproved street ranking process in the Engineering Department.

#### **10.** Meeting Open to the Public for items not on the Agenda

None.

#### **11. Miscellaneous Communications**

ACM Ecker and CP Cowan asked the Board to review the draft multimodal map and to submit feedback to Staff. The Board thanked CP Cowan for his work on the map so far.

ACE Zielinski stated that the City has begun the Board's recommended changes to Oak, and said he had to check on the sign-ordering part of the process.

#### 12. Next Meeting – August 5, 2021

#### 13. Adjournment

No further business being evident, the board members adjourned at 7:15 p.m.

Jana Ecker, Assistant City Manager



# Latham Intersection Survey

SURVEY RESPONSE REPORT 29 April 2021 - 29 July 2021

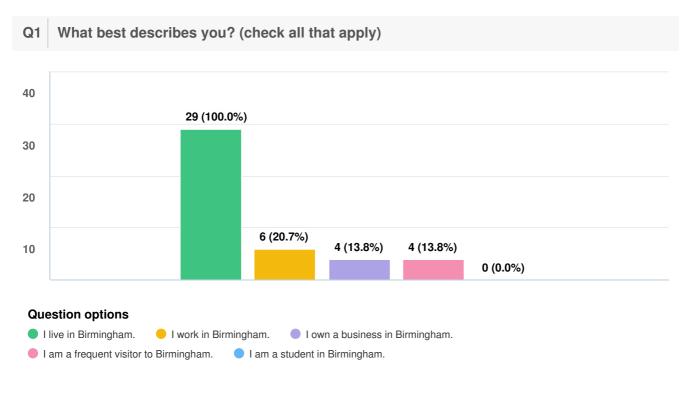
PROJECT NAME: Latham Street Paving Project





# **REGISTRATION QUESTIONS**

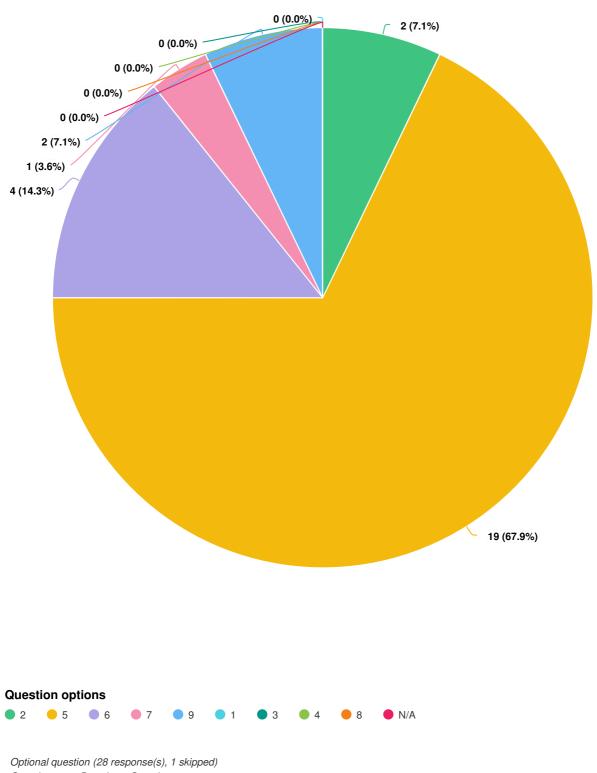




Mandatory Question (29 response(s)) Question type: Checkbox Question



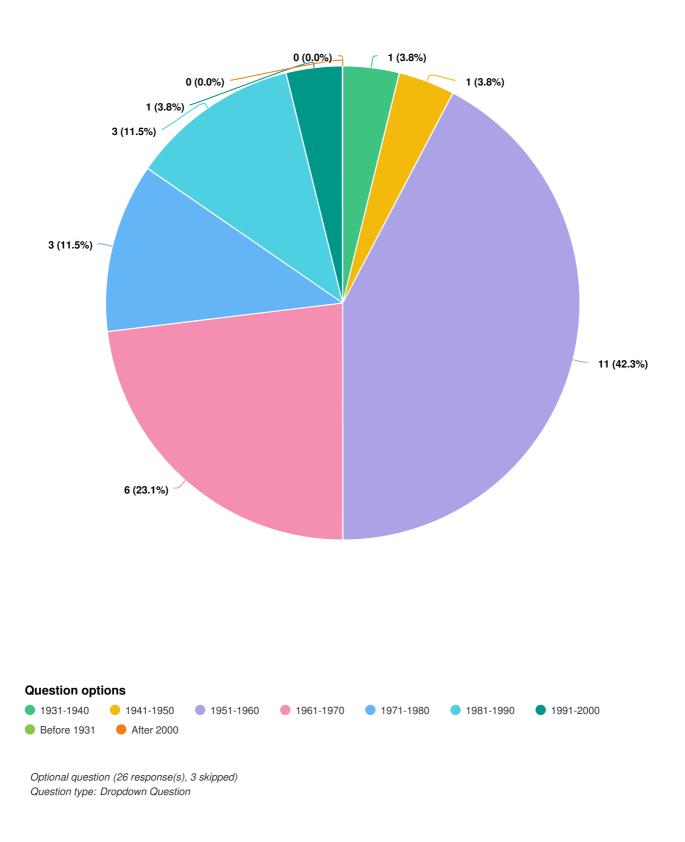
#### Q2 Which section of Birmingham do you live in?



Question type: Dropdown Question





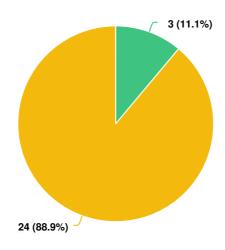




# -----SURVEY QUESTIONS



Q1 Wakefield & Latham: Do you prefer the existing configuration with striping to guide vehicular traffic or the proposed c...



#### **Question options**

I prefer the existing configuration.

• I prefer the proposed configuration.

Optional question (27 response(s), 2 skipped) Question type: Radio Button Question



#### Q2 Why do you prefer the existing configuration?

Screen Name Redacted 7/13/2021 03:21 PM	Because those in the neighborhood are accustomed to it. The new configuration at Lake Park and Oak continues to be a problem for residents, also the area for flowers is ugly and shows inadequate care
Screen Name Redacted 7/14/2021 12:57 PM	The proposed new configuration does not include sidewalks. Reducing the street size without sidewalks increases risk for walkers and bike riders.
Screen Name Redacted 7/14/2021 01:45 PM	While I acknowledge the idea of curbs and narrowing the road to slow traffic there are several (literally hundreds weekly) bikers on these roads from kids to adults who utilize the marked area when making turns, putting in curbs would not only increase costs it would prevent bikers from utilizing these turns.

**Optional question** (3 response(s), 26 skipped) **Question type:** Essay Question

#### Q3 Why do you prefer the proposed configuration?

Screen Name Redacted	We have too much hard surface which isn't needed. Grass would look better and slow traffic.	
Screen Name Redacted	Better defined road edges and curbs. Pedestrian safety.	
Screen Name Redacted 7/06/2021 10:46 AM	I live in the corner house at Latham and Wakefield, where the largest part of the grass infill will go and I think that it would be nicer to have the road narrowed there as so many people are confused by the big gap between the stop sign and our yard where the white lines are.	

#### Latham Intersection Survey : Survey Report for 29 April 2021 to 29 July 2021



		1. 1. <b>1.</b> 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
Screen Name Redacted 7/06/2021 10:54 AM	It eliminates unnecessary paved surfaces, which increases green space, resulting in better aesthetics and drainage. I think it also reduces confusion for those infrequent to the area.	
Screen Name Redacted	My hope is that it would improve aesthetics and safety, by calming traffic. Only concern is sufficient space for walking as a lot of residents walk in this area and compete with cut-through traffic to the country club.	
Screen Name Redacted 7/06/2021 12:14 PM	Many vehicles currently disregard painted lines and drive through the striping, rounding the corner without stopping. This creates a hazard for pedestrians. We have a lot of young children in the area who ride their bikes in the street.	
Screen Name Redacted	I live across the street and it is more appealing to the eye.	
Screen Name Redacted	I prefer add'I grass to tighten the streets	
Screen Name Redacted	I feel the intersection needs more definition. It is hard to determine who's turn it is next.	
Screen Name Redacted 7/07/2021 11:21 AM	I live on Wakefield. People fly through this intersection. I think the grass will be more "seen" than the faded white lines	
Screen Name Redacted 7/07/2021 12:01 PM	There's no point in having that huge expanse of asphalt if it's going to be striped off. Let the homeowners plant some greenery. Will slow traffic as well. Lincoln needs pedestrian crossing stripes at Latham	
Screen Name Redacted	Because the current configuration is not working	

Screen Name Redacted 7/09/2021 09:26 AM It gets rid of the paint in favor of permanent curbs. Improves safety



	and stops cars driving over the paint.
Screen Name Redacted 7/11/2021 07:46 AM	Drivers often cut to the right of the stop signs (or drive right over them!). The ambiguity of the street markings also makes it challenging for a pedestrian to cross this intersection. Could the infill be a low pollinator- friendly ground cover instead of grass?
Screen Name Redacted 7/11/2021 08:11 PM	I think it would be easier to see down Latham when turning on toitfrom Wakefield
Screen Name Redacted 7/12/2021 09:25 PM	This intersection has been too wide for a long time. This will slow cars down, & it seems more residential, like it used to be before the Market Square got so big & the resulting increased traffic got so out of hand. Market Square shoppers and others trying to avoid the traffic lights @ 14 Mile & Southfield Rd drive like they're on a freeway on Wakefield & on Latham. Also, it looks nicer, more grass & less wide road is better for the neighborhood.
Screen Name Redacted 7/13/2021 04:04 AM	It will reduce the speed of incoming cars . Proposed curbs in pink seem tighter than the original black délimitations . Plus some grass and green looking street are calmer to the eyes and embellish a neighborhood Hope this helps
Screen Name Redacted 7/13/2021 01:51 PM	Neater, more pleasing appearance.
Screen Name Redacted 7/13/2021 04:12 PM	The current state is unattractive and the stop signs have been hit many times, Drivers have actually gone through the striping and onto people's property.
Screen Name Redacted 7/13/2021 04:36 PM	Cars regularly drive on the striping and the stop signs have been hit multiple times. The intersection is unsafe and ugly. The proposed

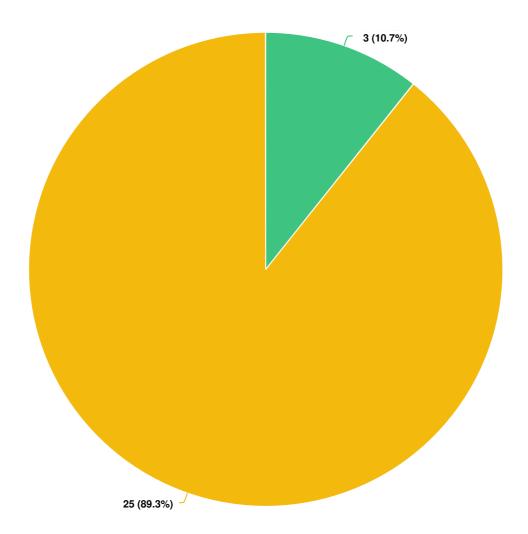


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**Optional question** (24 response(s), 5 skipped) **Question type:** Essay Question



Q4 Southlawn & Latham: Do you prefer the existing configuration or the proposed configuration with new curbs and grass infill?



#### **Question options**

I prefer the existing configuration.

Optional question (28 response(s), 1 skipped) Question type: Radio Button Question



#### Q5 Why do you prefer the existing configuration?

Screen Name Redacted	same as above
Screen Name Redacted 7/14/2021 12:57 PM	The proposed new configuration does not include sidewalks. Reducing the street size without sidewalks increases risk for walkers and bike riders.
Screen Name Redacted	Please refer to the answer for Question 1.

#### **Optional question** (3 response(s), 26 skipped) **Question type:** Essay Question

#### Q6 Why do you prefer the proposed configuration?

Screen Name Redacted	Good to slow traffic and looks better
Screen Name Redacted	Better safety
Screen Name Redacted 7/06/2021 10:54 AM	It eliminates unnecessary paved surfaces, which increases green space, resulting in better aesthetics and drainage.
Screen Name Redacted	aesthetics and safety. the new configuration will leave less variety in traffic patterns and ensure drivers come to more of a corner than a bend.
Screen Name Redacted	More green space. Looks much better.
Screen Name Redacted	Traffic is extremely heavy in this area, with motorists traveling above the speed limit. This will calm traffic.
Screen Name Redacted	love to see more grass in the



7/07/2021 04:08 AM	neighborhood	
Screen Name Redacted	I prefer add'I grass to tighten the streets	
Screen Name Redacted	More defined	
Screen Name Redacted	Same as above	
Screen Name Redacted	There's no point in having that huge expanse of asphalt if it's going to be striped off. Let the homeowners plant some greenery. Will slow traffic as well.	
Screen Name Redacted	Because I don't like the looks of the current configuration and people just ignore the painted markings.	
Screen Name Redacted 7/11/2021 07:46 AM	I live at the northeast corner of this intersection, so I see often how risky it is. The curve of Southlawn approaching Latham is not obvious, especially when snow-covered, and many drivers barely slow down before turning onto Latham from Southlawn. The situation is made worse by the large evergreen tree on the southeast corner, which blocks the view of traffic northbound on Latham. I'm NOT suggesting the removal of the tree, but this change will make the intersection safer. Could the infill be a low pollinator- friendly ground cover instead of grass? Would this effectively make my lawn larger? Would I be responsible for maintaining the additional infill?	
Screen Name Redacted	Safer.	
Screen Name Redacted	Same reasons as above, more	

residential & nicer looking, but most importantly, less big wide traffic lanes

Page **13** of **25** 

7/12/2021 09:25 PM



		1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
	for speeding drivers.	
Screen Name Redacted 7/13/2021 04:04 AM	Grass and green color embellish a neigbhborhood. The curb with the proposed drawing is less wide and sharp . It will hopefully force the traffic to slow .	
Screen Name Redacted 7/13/2021 01:51 PM	Same	
Screen Name Redacted 7/13/2021 04:12 PM	This intersection is extremely wide and dangerous. Cars speed around it. It is unattractive and there is no indication of who has the right away.	
Screen Name Redacted 7/13/2021 04:36 PM	The wide current extremely wide intersection is a safety hazard to both adults and the many children in this neighborhood. The intersection is an unattractive desert that reflects poorly on Birmingham. The proposed configuration will address these issues.	
Screen Name Redacted 7/14/2021 06:43 PM	I have two babies and go on walks everyday in my neighborhood. It is too large of a street and cars are always passing by. It feels very unsafe. I would, personally LOVE sidewalks in my neighborhood - I live on Worthington Rd. I know you would have to trim some trees and stuff but I would feel so much safer with my toddlers running around to the park.	
Screen Name Redacted	Safer, nice to have extra green space	
Screen Name Redacted	Improved pedestrian/cycling experience Traffic calming/slowing Tremendously improved aesthetic.	
Screen Name Redacted 7/25/2021 09:33 AM	It's definitely more attractive with grass. I think the walking community will love it and a certain amount of narrowing does control traffic which is great for the residents. Once again I have the same question as for the	

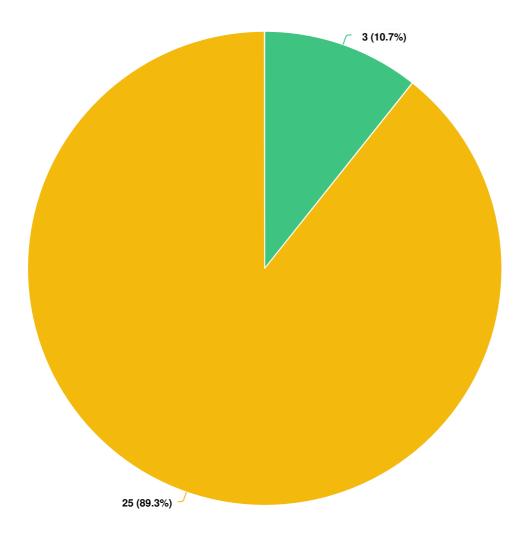


above intersection. Is the degree of narrowing acceptable for plows, plowing, and fire trucks.?

**Optional question** (23 response(s), 6 skipped) **Question type:** Essay Question



Q7 Worthington & Latham: Do you prefer the existing configuration or the proposed configuration with new curbs and grass infill?



#### **Question options**

I prefer the existing configuration.

Optional question (28 response(s), 1 skipped) Question type: Radio Button Question



#### Q8 Why do you prefer the existing configuration?

Screen Name Redacted 7/14/2021 12:57 PM	The proposed new configuration does not include sidewalks. Reducing the street size without sidewalks increases risk for walkers and bike riders.
Screen Name Redacted 7/14/2021 01:45 PM	Please refer to the answer for question 2.

**Optional question** (2 response(s), 27 skipped) **Question type:** Essay Question

#### Q10 Why do you prefer the proposed configuration?

Screen Name Redacted 6/29/2021 05:48 AM	This is hate end of my street, and I have never understood why we had so much hard surface It makes much more sense this the new way.
Screen Name Redacted	Better sight lines
Screen Name Redacted 7/06/2021 10:54 AM	It eliminates unnecessary paved surfaces, which increases green space, resulting in better aesthetics and drainage. I think it would also reduce speeds through the intersection.
Screen Name Redacted 7/06/2021 11:08 AM	aesthetics and safety. less variety in traffic pattern, more of a corner than a bend. only concern is sufficient room for walking, as there are no sidewalks. I live on Worthington and walk my dog 2X/day.
Screen Name Redacted	I like green/plants
Screen Name Redacted	This will help calm traffic which is currently moving above the speed limit.

\_



	BIRMINGHAM
More grass and safer	
I prefer add'I grass to tighten the streets	
More definition	
Same as above	
There's no point in having that huge expanse of asphalt if it's going to be striped off. Let the homeowners plant some greenery. Will slow traffic as well.	
Because I don't like the looks of the current configuration and people just ignore the painted markings.	
As the current homeowner at 1159 Worthington, I believe the proposed configuration will improve safety for cars and pedestrians by slowing down traffic. Currently, I see many cars that proceed through the intersection much too quickly because the intersection is too wide and open.	
My house also fronts on this intersection, and the proposed configuration would make it safer. Could the infill be a low pollinator- friendly ground cover instead of grass? Or a small prairie garden? Would this effectively make my lawn larger? Would I be responsible for maintaining the additional infill? My driveway goes to Latham. Would you extend it through the infill? What would this look like? I support this change in principle, but I would appreciate more details on how it would affect my property.	
	More grass and safer         I prefer add'l grass to tighten the streets         More definition         Same as above         There's no point in having that huge expanse of asphalt if it's going to be striped off. Let the homeowners plant some greenery. Will slow traffic as well.         Because I don't like the looks of the current configuration and people just ignore the painted markings.         As the current homeowner at 1159         Worthington, I believe the proposed configuration will improve safety for cars and pedestrians by slowing down traffic. Currently, I see many cars that proceed through the intersection much too quickly because the intersection is too wide and open.         My house also fronts on this intersection, and the proposed configuration would make it safer.         Could the infill be a low pollinatorfiriendly ground cover instead of grass? Or a small prairie garden?         Would this effectively make my lawn larger? Would 1 be responsible for maintaining the additional infill? My driveway goes to Latham. Would you extend it through the infill? What would this look like? I support this change in principle, but I would appreciate more details on how it

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Bass! [	BIRⅣ	1ING	HAM

atham Intersection Survey : Survey Report for 29 April 2021 to 29 July 2021		
Screen Name Redacted	A more defined intersection	
Screen Name Redacted	Same as above, more residential & nicer looking but more importantly, less traffic speeding on wide roads.	
Screen Name Redacted 7/13/2021 04:04 AM	Grass and green color embellish a neigbhborhood. The curb with the proposed drawing is less wide and sharp . It will hopefully force the traffic to slow .	
Screen Name Redacted	Same	
Screen Name Redacted 7/13/2021 04:12 PM	This intersection is way too wide and dangerous. Cars often speed around the wide corners and there is no stop sign there. Children are in danger of getting hit by cars.	
Screen Name Redacted 7/13/2021 04:36 PM	The wide current extremely wide intersection is a safety hazard to both adults and the many children in this neighborhood. The intersection is an unattractive desert that reflects poorly on Birmingham. The proposed configuration will address these issues.	
Screen Name Redacted 7/14/2021 06:43 PM	I have two babies and go on walks everyday in my neighborhood. It is too large of a street and cars are always passing by. It feels very unsafe. I would, personally LOVE sidewalks in my neighborhood - I live	

Screen Name Redacted 7/16/2021 07:34 PM

Screen Name Redacted 7/22/2021 10:47 AM

Improved pedestrian/cycling experience Clearer direction of roadways=SAFETY Clearer right-of-

on Worthington Rd. I know you would have to trim some trees and stuff but I would feel so much safer with my toddlers running around to

Safer, nice to have extra green

the park.

space



#### way=SAFETY Traffic

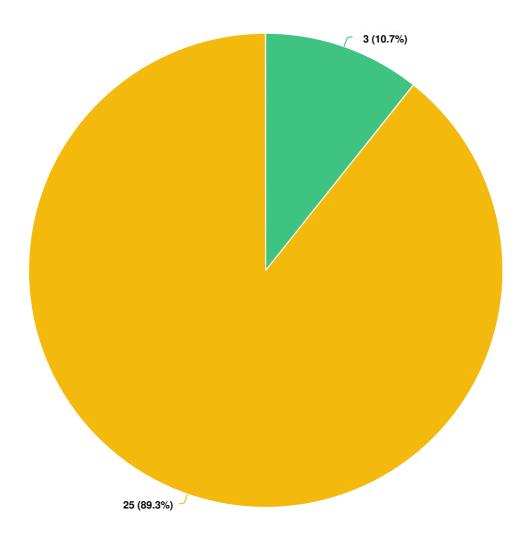
calming/slowing=SAFETY Tremendously improved aesthetic.

Screen Name Redacted 7/25/2021 09:33 AM This is more suited to a residential are, the grass is great and I'm sure homeowners will live it.

**Optional question** (24 response(s), 5 skipped) **Question type:** Essay Question



Q11 Norfolk & Latham: Do you prefer the existing configuration or the proposed configuration with new curbs and grass infill?



#### **Question options**

I prefer the existing configuration.

Optional question (28 response(s), 1 skipped) Question type: Radio Button Question



## Q12 Why do you prefer the existing configuration?

Screen Name Redacted 7/14/2021 12:57 PM

The proposed new configuration does not include sidewalks. Reducing the street size without sidewalks increases risk for walkers and bike riders.

**Optional question** (1 response(s), 28 skipped) **Question type:** Essay Question

### Q13 Why do you prefer the proposed configuration?

Screen Name Redacted 7/01/2021 05:15 PM	Traffic safety
Screen Name Redacted 7/06/2021 10:54 AM	It eliminates unnecessary paved surfaces, which increases green space, resulting in better aesthetics and drainage. I think it would also reduce speeds through the intersection.
Screen Name Redacted	aesthetics and safety. Make it a 4- way stop. cars speed on Latham. we need traffic calming measures.
Screen Name Redacted	Green is good
Screen Name Redacted 7/06/2021 12:14 PM	Traffic in this area is excessive and moving at a rapid speed. This will help calm traffic.
Screen Name Redacted 7/07/2021 04:08 AM	more grass and safer
Screen Name Redacted 7/07/2021 04:24 AM	I prefer add'I grass to tighten the streets
Screen Name Redacted	More definition
Screen Name Redacted	This intersection is a death trap.



······································					
7/07/2021 11:21 AM	Needs to be a 4 way stop				
Screen Name Redacted 7/07/2021 12:01 PM	There's no point in having that huge expanse of asphalt if it's going to be striped off. Let the homeowners plant some greenery. Will slow traffic as well. Can't Latham be paved all the way to Lincoln?? It desperately needs it				
Screen Name Redacted 7/07/2021 03:16 PM	Because I don't like the looks of the current configuration and people just ignore the painted markings. This intersection should be a four-way stop				
Screen Name Redacted 7/11/2021 07:46 AM	This intersection gets a lot of cut- through traffic from Birmingham Country Club, and there is often confusion because it is a two-way stop. The stop signs are set so far back from the intersection that you need to drive past them to check for cross-traffic on Norfolk. Narrowing the intersection would improve the visibility for drivers on Latham. In addition, there are overgrown Japanese barberry shrubs at the southwest corner of the intersection that block the view of eastbound traffic on Norfolk when you are traveling north on Latham. Can these be removed?				
Screen Name Redacted	More defined intersection.				
Screen Name Redacted 7/12/2021 09:25 PM	Same as above, less speeding on wide roads, and more residential & nicer looking for the neighborhood, but trees need trimming here so we can easily see if a car is coming on Norfolk when we stop at the stop sign on Latham.				
Screen Name Redacted 7/13/2021 04:04 AM	Grass and green color embellish a neigbhborhood. The curb with the proposed drawing is less wide and				

sharp . It will hopefully force the

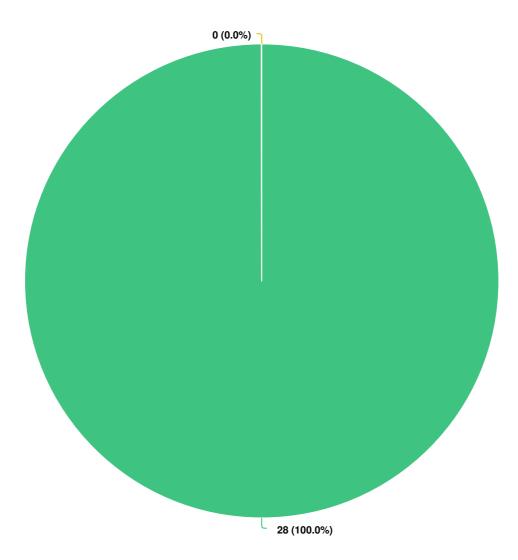


	traffic to slow.
Screen Name Redacted	Same
Screen Name Redacted 7/13/2021 04:12 PM	I have lived on this corner for over 20 years. It is a dangerous intersection. Cars speed through on both streets (because of the width of the intersection) and there have been a few accidents and near misses. I am in favor of reducing the street size to calm the traffic and make this a safer area for our residents, especially the children. We do not have sidewalks and our only option is to walk on the streets. The corner across from us (NE side) constantly has standing water in the street.
Screen Name Redacted 7/13/2021 04:36 PM	This intersection is too wide, and the lack of a four-way stop causes accidents and near misses. Eastbound cars turning north onto Latham often cut the corner, which will result in a pedestrian being hit at some point. There is always standing water in the northeast corner. This intersection should be made even narrower than the proposed configuration, and should be a four- way stop.
Screen Name Redacted 7/16/2021 07:34 PM	Safer, nice to have extra green space
Screen Name Redacted 7/22/2021 10:47 AM	Improved pedestrian/cycling experience Clearer direction of roadways=SAFETY Clearer right-of- way=SAFETY Traffic calming/slowing=SAFETY Tremendously improved aesthetic.
Screen Name Redacted	Fits residential environment.

**Optional question** (21 response(s), 8 skipped) **Question type:** Essay Question



# Q14 Should all of the intersections be completed uniformly (either in the existing configuration or the proposed configuration)?



#### **Question options**

- Yes, all four intersections should completed in the same way.
- No, some intersections should be completed using the proposed configurations while others should be repaved in the existing configurations.

Optional question (28 response(s), 1 skipped) Question type: Radio Button Question



## NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, October 25, 2021, the Birmingham City Commission intends to appoint two regular members to the Board of Zoning Appeals to serve three-year terms to expire October 10, 2024.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, October 20, 2021. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

#### Duties of Board

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The Board hears and decides appeals from and reviews any order, requirement, decision or determination made by the Building Official.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be property owners of record and registered voters.	10/20/2021	10/25/2021

*NOTE:* All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.



### NOTICE OF INTENTION TO INTERVIEW FOR APPOINTMENT TO THE BIRMINGHAM SHOPPING DISTRICT BOARD

At the regular meeting of Monday, October 25, 2021 the Birmingham City Commission intends to interview applicants for three positions on the Birmingham Shopping District Board to serve fouryear terms to expire November 16, 2024.

The goal of the shopping district board shall be to promote economic activity in the principal shopping districts of the city by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities. (Section 82-97(a)) The board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the city commission from the financing methods specified in this article. (Section 82-97(b)).

# The ordinance states that the City Manager will make the appointment with the concurrence of the City Commission.

Interested persons may submit a form available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, October 20, 2021. These documents will appear in the public agenda.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Two members shall have an ownership interest in property located within the Birmingham Shopping District, and one member shall represent, as an operator, a business located within the District.	10/20/21	10/25/21

*NOTE:* All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article *IX, Ethics and the filing of the Affidavit and Disclosure Statement.* 

DATE:	August 23, 2021
то:	Thomas M. Markus, City Manager and City Commissioners
FROM:	Mary M. Kucharek
SUBJECT:	Public Hearings

#### INTRODUCTION:

 The purpose of this memo is to clarify how public hearings should be handled during City Commission meetings. A public hearing is that portion of Commission meetings designed specifically to receive input from the public. A public hearing offers citizens a chance to be heard by the Commission and should be viewed as a serious effort on the part of the Commission to obtain as much information as possible about a topic before a final decision is made.

#### BACKGROUND:

 Public hearings are usually scheduled during normal Commission meetings. Public hearings are, at times, required by our ordinance, Charter, or state statute. Public hearings should be used as a useful tool for the Commission to understand citizens' viewpoints and concerns.

### LEGAL REVIEW:

- There are two areas of municipal law regulating public hearings. Public hearings are used more often to satisfy ordinances, but at the least, the state demands public hearings are utilized during budgeting, to satisfy the Uniform Budgeting and Accounting Act, and for zoning issues to satisfy the Municipal Planning Act. In addition, sometimes grant awards received by the City require a public hearing.
- A public hearing should be opened with a gavel and a recording of the time, date and place of the public hearing should be noted.
- The main concern during public hearings is to provide an opportunity for all attending members of the public to speak. Time limits can be placed on individual comments if there are many people intending to speak, however, time limits must be stated at the beginning of the public hearing. There shall be no time limits on the whole public's opportunity to speak. The public comment should be confined only to the matter at hand as stated on the agenda for the public hearing. While state statutes, nor local ordinance

specify how a public hearing should be conducted, any ground rules of the hearing should be stated by the Mayor at the outset.

- After the public hearing is called to order, there should be a presentation by staff clearly describing the facts, the issues and the materials of the meeting. After presentation by staff, the Mayor should then invite the public to speak. At this time it is not appropriate for the Commission to speak, debate or deliberate. This is the special time set aside for only the public. The public may not only ask questions, but may assert their thoughts and opinions. It would be acceptable and appropriate for the Mayor or Commissioners to pose questions to staff based upon comments made by the public in order to clarify information for the public, however, this is not the time for the Commission to deliberate or engage.
- Once the Mayor finalizes calls to the public, and it is ensured that all public comment has been exhausted, then it is the time for the Mayor to close the public hearing. The issue is then brought back to the Commission to continue for the Commission to receive information, clarification or commentary. If so inclined, the Mayor may involve the public once again. However, because the citizens were given an opportunity to be heard, the Mayor does not have to engage the public during Commission discussion and deliberation. The Mayor may do so if he or she so desires.

#### SUMMARY:

• I hope this memo is helpful in clarifying the role of public hearings. It is important to safeguard the public's rights to full and an uninterrupted time for their views to be heard before the Commission sets out to do its job.

City of T	Birmingham	MEMORANDUM
	A Walkable Community	Planning Divison
DATE:	September 3 <sup>rd</sup> , 2021	
то:	Thomas Markus, City Manager	
FROM:	Brooks Cowan, City Planner	
APPROVED:	Jana L. Ecker, Planning Director	
SUBJECT:	Clerical Error in Zoning Ordinance Article 2 MX (Mixed Use) Table 2.40.3 – Maximum <sup>-</sup>	•

#### INTRODUCTION:

1

City staff has encountered an error in the Zoning Ordinance in Article 2, Section 2.40 regarding maximum total floor area ratio for the MX – Mixed Use zone. Staff has researched the history of the Ordinance requirements and determined that a clerical error was made. Staff made edits to the Zoning Ordinance on September 3<sup>rd</sup>, 2021 to correct the error.

#### BACKGROUND:

In the year 2003 the City of Birmingham contracted Ground Rules, INC. to overhaul the City's zoning ordinance and convert our text based ordinance to a graphic based ordinance. The contracted overhaul was ordered to strictly address organizational and readability issues and to in no way alter the ordinance language, unless specifically instructed to do so. On May 11<sup>th</sup>, 2005, the City Commission approved the Ordinance reformatting with minor changes to Ordinance language, however no changes were approved in regards to the FAR requirements in the MX zone.

The Ordinance reformat in 2005 made a clerical error for Table 2.40.3 Maximum Total Floor area in that it required "100%". Verbage was left out that said, <u>"except that the maximum usable floor area may be increased up to 150% by providing 1 parking space for every 300 square feet over the maximum 100% FAR.</u>" This requirement was approved on May 15<sup>th</sup>, 2000 when the MX zone was established in Ordinance #1734. Relevant pages from the Ordinance adoption are attached. Upon further review, city staff found no documentation of an Ordinance Amendment related to FAR in the MX-Mixed Use zone since initial approval, and therefore determined the omission in the Ordinance is a clerical error.

Corrections to the online Zoning Ordinance provided by Encode were made by staff on September 3<sup>rd</sup>, 2021. Images of before and after corrections are provided below. Print outs for Board Member's Zoning Ordinance hard copies will also be provided at the next meeting.

# 10E2

## Former table with clerical error:

	TABLE 2.40.3 - Floor Area (see Figure 2.40.3)	Figure 2.40.3 - Floor Area		
Minimum Floor Area Per Unit	<ul> <li>400 sq ft (efficiency)</li> <li>600 sq ft (one bedroom)</li> <li>800 sq ft (two bedroom)</li> <li>1,000 sq ft (three or more bedroom)</li> </ul>	Coverage		
Maximum Total Floor Area	<ul> <li>100%</li> <li>6,000 sq ft for commercial, office, and service uses</li> </ul>	Principal Building		

Updated table with correction on September 3<sup>rd</sup>, 2021:

	TABLE 2.40.3 - Floor Area (see Figure 2.40.3)	Figure 2.40.3 - Floor Area
Minimum Floor Area Per Unit	<ul> <li>400 sq ft (efficiency)</li> <li>600 sq ft (one bedroom)</li> <li>800 sq ft (two bedroom)</li> <li>1,000 sq ft (three or more bedroom)</li> </ul>	Coverage
Maximum Total Floor Area	<ul> <li>100%, except that the maximum usable floor area may be increased up to 150% by providing 1 parking space for every 300 square feet over the maximum 100% FAR.</li> <li>6,000 sq ft for commercial, office, and service uses.</li> </ul>	Principal Building

#### **CITY OF BIRMINGHAM**

#### **ORDINANCE NO. 1734**

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, ARTICLE II, DEFINITIONS; ARTICLE XVIII, INDUSTRIAL DISTRICT (I); ARTICLE XIX, SCHEDULE OF **REGULATIONS, DIVISION 1 TABLE; AND M, ARTICLE XXI, PARKING REQUIREMENTS OF THE CODE OF THE CITY OF BIRMINGHAM, FOR THE** PURPOSE OF IMPLEMENTING THE ETON ROAD CORRIDOR PLAN. TO ADD THE DEFINITIONS OF ARTISAN, AUTOMOBILE REPAIR MAJOR, FACADE, FRONTAGE LINE, LIVE/WORK UNIT, OUTDOOR CAFÉ, AND SCREENWALL. TO AMEND ARTICLE XVIII, REPLACING PORTIONS OF THE INDUSTRIAL DISTRICT (I) REGULATIONS TO ESTABLISH REGULATIONS FOR THE MIXED USE DISTRICT (MX). TO AMEND ARTICLE XIX, SCHEDULE OF REGULATIONS, **DIVISION 1 TABLE TO REPLACE PORTIONS OF THE I INDUSTRIAL DISTRICT** AREA, HEIGHT, BULK AND PLACEMENT REGULATIONS FOR WITH PERMITTED PRINCIPAL USES AND REQUIRED MINIMUM OPEN SPACES FOR THE MX, MIXED USE DISTRICT. TO AMEND ARTICLE XXI, PARKING, LOADING AND SCREENING FOR THE MX, MIXED USE DISTRICT.

#### THE CITY OF BIRMINGHAM ORDAINS:

Chapter 126, Zoning, ARTICLE II, DEFINITIONS, of the Birmingham City Code is hereby amended to read as follows:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Artisan use means any premises used principally for the repair, manufacture, and sale of domestic furniture, arts, and crafts. The work must take place entirely within an enclosed structure using only hand-held and/or table-mounted manual and electric tools.

Automobile repair - major means engine and transmission rebuilding and general repairs, rebuilding or reconditioning; collision service such as body, frame or fender straightening or repair; steam cleaning, undercoating and rust-proofing; and similar servicing, rebuilding or repairs that normally do require significant disassembly or storing of the automobiles on the premises overnight.

Facade means the vertical exterior surface of a building that is set parallel to a frontage line.

*Frontage line* means all lot lines that abut a public street, private street, or permanently preserved or dedicated public open space.

Live/Work Unit means a residential dwelling unit(s) that shares space with a non-residential use.

Outdoor Café means an outdoor area accessory to an existing restaurant operation designated for consumption of food prepared within the restaurant and subject to the provisions of this ordinance.

1

# Chapter 126, Zoning, ARTICLE XIX. SCHEDULE OF REGULATIONS, DIVISION 1 TABLE, of the Birmingham City Code is hereby amended to read as follows:

### Sec. 126-446. Schedule of Regulations

Zone District	Required Minimum Lot Area in Square Feet per Dwelling Unit or Apartment Unit	Required Minimum Floor Area in Square Feet per Dwelling Unit or Apartment Unit	Maximum Total Floor Area in Percentage of Lot Area		m Building eight
	- <b>1</b>			In Feet	In Stories
(20) MX Mixed Use	<ol> <li>bedroom dwelling unit- 1,500sf</li> <li>bedroom dwelling unit -2,000sf</li> <li>bedroom dwelling unit -2,500sf</li> </ol>	<ol> <li>Efficiency unit - 400 square feet</li> <li>1 - bedroom dwelling unit - 600 square feet</li> <li>2 - bedroom dwelling unit - 800 square feet</li> <li>3 - or more bedroom dwelling</li> </ol>	100%, except that the maximum usable floor area may be increased up to 150% by providing 1 parking space for every 300 square feet over the maximum 100% FAR.	45 feet	3 stories

Area, Height, Bulk and PLACEMENT Regulations for Permitted Principal Uses

# MEMORANDUM

Date: April 5, 2005

To: Planning Board Members

From: Jana L. Ecker, Planning Director

Subject: Legal Review of Final Draft of Zoning Ordinance

#### **Background**

At the February 9, 2005 Planning Board meeting, a public hearing was held to consider approval of the reformatted Zoning Ordinance. After much discussion, the Planning Board voted unanimously to recommend approval to the City Commission of the new graphic, electronic, and user-friendly format of the Zoning Ordinance. In addition, the board amended the motion to make the approval conditional upon the review and approval of the City Attorney. The board further requested the opportunity to review any questions raised by the City Attorney. Minutes from the relevant Planning Board meeting are attached.

Accordingly, on February 23, 2005, I met with both Mr. Currier and Mr. Kragt of Beier Howlett to review the reformatted Zoning Ordinance. Their findings and comments are as follows:

- (1) The Planning Division should prepare a comparison chart listing the old Zoning Ordinance section numbers that correspond to the section numbers in the reformatted Zoning Ordinance to ensure a smooth transition to the new ordinance;
- (2) Page 2-5, 2-7, 2-9, & 2-11 Minimum Front Yard Setback should read "average of homes within 200', if no homes within 200', then 25''';
- (3) Page 2-21 Minimum Side Yard Setback should read "14' or 25% of total lot width, whichever is larger, between principal residential buildings on adjacent lots";
- (4) Page 2-25 Maximum Total Floor Area entire section should read:
  200% Floor Area Ratio (FAR) for office uses not in parking assessment district
  in parking assessment district, FAR shall not exceed 100%, except that the maximum FAR may be increased up to 200% by providing 1 parking space for every 300 sq.ft. over the maximum FAR

not applicable for residential and parking uses;

- (5) Page 2-36 Other Use Regulations outdoor cafes should be listed under Accessory Permitted Uses, and the word "none" should appear under Uses Requiring a Special Land Use Permit;
- (6) Page 2-38 Other Use Regulations same as in (5) above;
- Page 2-40 Permitted Uses dance studios and exercise studios should be included under Commercial Permitted Uses;
- (8) **Page 2-41 Maximum Building / Eave Height** entire section should read:
  - ●45' for flat roofs
  - •40' maximum eave line for sloped roofs
  - $\bullet 50'$  maximum height to the peak or ridge for sloped roofs as measured to average grade
  - ●4 stories;
- (9) **Page 4-25 Parking Standards Table A** alphabetize all land use categories, and remove R-8 from the "Residential Uses in PP, R1A, R1, R2, R3, R4, R5, R6, R7, <del>R8</del>, O1, O2, P, and B1" as residential uses in R8 have a distinct parking requirement as listed at the end of the chart.

In addition to the findings and comments above, it is important to note that there were several substantive changes that were made in the reformatted Zoning Ordinance to eliminate conflicts and confusion:

- Page 2-31 B-2 Zone District Side Setbacks removed provision that stated "0.45 of the height of any wall in residential stories which contain windows" as it was impossible to understand and in any event had not been applied over the last 15 years;
- (2) **Page 2-37 B-3 Zone District Side Setbacks** removed the same provision as in (1) above, for the same reasons;
- (3) **Page 4-30 B-3 Zone District Front Setback** changes made as follows:
  - (1) For buildings containing residential uses only, or parking in combination with residential uses, the front setback is 70% of the total height of the building.
  - (2) (1) For buildings containing residential in combination with commercial uses; no setbacks are required for commercial, office or parking stories.
  - (3)-For-buildings containing all residential stories, the front setback is 80% of the total height of the building.
  - (4) (2) The setbacks are measured to the centerline of the public right-of-way adjoining the front lot line.

Provisions (1) and (3) were eliminated as they conflict with each other, and in any event it would be impossible to apply either of them to the 3 properties in Birmingham that are zoned B-3 as each of these sites fronts

on at least 3 streets, and thus the application of either of these provisions would render these sites unbuildable; and

(4) **Page 6-2 – Nonconformance with Prior Ordinance** – removed the provision that stated "All basketball apparatus in place as of March 31, 1988, whether or not installed in compliance with section 126-474, shall be deemed legal nonconforming structures for purposes of this chapter and, therefore, shall be granted that status accorded to all other legal nonconforming uses, buildings and structures under the terms of this chapter" as the provision was difficult to enforce.

Please be advised that all of these requested changes have been forwarded to Ground Rules Inc. for revision prior to the public hearing that is in the process of being scheduled for the City Commission meeting on May 9, 2005. Both the hard copy and the electronic versions will be updated to reflect the City Attorney's comments.

# MEMORANDUM

Date: May 2, 2005

To: Thomas M. Markus, City Manager

From: Jana L. Ecker, Planning Director

Approved: Thomas M. Markus, City Manager

Subject: Chapter 126, Zoning, of the Birmingham City Code— Reformatted Zoning Ordinance

### **Background**

On October 9, 2002, the Planning Board reviewed a sample zoning ordinance from Jeffersonville, Indiana and discussed the need to reformat the existing Zoning Ordinance to create a new user-friendly format that would utilize plain and simple English, diagrams, charts, color coding, cross-referencing, an index, and a use matrix to assist local citizens in understanding the ordinance. The need to increase our use of web-based technology to make the ordinance more accessible to citizens was also discussed. The Planning Board made a motion to discuss the reformatting of the Zoning Ordinance with the City Commission.

On October 21, 2002, the Planning Board and the City Commission reviewed the sample zoning ordinance from Jeffersonville, Indiana and discussed the need to reformat the Zoning Ordinance. It was agreed that such a reformat would be useful and should be pursued.

On June 25, 2003, there was a special meeting of the Planning Board to conduct consultant interviews of Ground Rules, Inc. and Ratio Architects. The Planning Board approved the selection of Ground Rules as the consultant to recommend to the City Commission for the reformatting of the Zoning Ordinance. The Board was impressed by their technical support, the user-friendliness of their drawings, their experience, and their presentation. The quoted cost from Ground Rules was \$29,400 plus expenses. With the additional \$3,000 for transportation, it was noted that this was approximately \$17,500 below budget.

At the July 28, 2003 City Commission meeting, Mr. Johnson of Ground Rules, Inc. was introduced and confirmed that there will be a hard copy booklet as well as a web-based product and a compact disk. It was moved and approved to accept the Planning Board and the Planning Division's recommendation to engage the services of Ground Rules, Inc. as the consultant to the City for the reformatting of the City of Birmingham's Zoning Ordinance as proposed in their May 2, 2003 RFP response, subject to securing all necessary insurance to the satisfaction of the City Attorney, and conditioned upon Municipal Code Corporation ("MCC") being able to support the proposed graphic format; and further authorizing and directing the appropriate city officials to sign the contract for these services as approved by the City Attorney.

At the September 10, 2003 Planning Board meeting, it was reported that all of the insurance requirements have been addressed to the satisfaction of both the City Attorney and the Finance Department. However, it was noted that there were several issues with regard to MCC's ability to post, search, and update the new master graphic format of the Zoning Ordinance that would be created under the contract with Ground Rules Inc. Because MCC can only support text and a small amount of illustrations that are linked, it was moved and approved to recommend to the City Commission that the Zoning Ordinance be removed from MCC's publication service, and a link be provided to the City's website. The Zoning Ordinance could then be published on the website in one of two forms; possibly a PDF file and/or a compressed file, along with a disclaimer that says it may not be the most updated version and a warning that if using dial-up there could be a significant delay, along with a comment that a CD ROM or a hard copy version can be purchased or viewed at the City Clerk's office. The recommendation was that Ground Rules, Inc. should prepare the updates at a cost of \$15 per page.

On September 22, 2003, the City Commission approved the Planning Division's recommendation to engage the services of Ground Rules, Inc. as a consultant to the City, for the reformatting of the Zoning Ordinance and to remove the Zoning Ordinance entirely from MCC, providing a link to the City website where the Zoning Ordinance would be placed. They further authorized and directed the appropriate city officials to sign the contract for these services with Ground Rules Inc., as approved by the City Attorney, and to approve the funding of \$32,800 from the Community Development Department's budget.

At the October 8, 2003 meeting of the Planning Board, Mr. Brad Johnson from Ground Rules, Inc. was present to conduct the kick-off meeting to commence the review phase of the reformatting project. He provided the Board with an outline of the goals and procedure for the project. He stated that he will be in the City all day on October 9, 2003, to provide an opportunity for the public to share their perceptions of the strengths and weaknesses of the existing Zoning Ordinance, and to inform the public that they are not making any substantive content changes to the existing ordinance. Mr. Johnson suggested the City should formally readopt the ordinance once it has been reformatted.

At the December 15, 2003 joint meeting between the City Commission and Planning Board, the project to reformat the Zoning Ordinance using graphics and computer searchable links was discussed. It was stated that this project did not include changing terminology that would change the meaning in any part of the document. In addition, as part of the project, the consultant will submit a report outlining areas that are of concern with regard to language, and indicate any sections that should be amended and/or updated. The possibility of the consultant entering into a future contract through the clerk's office to maintain the document as it is amended in the future was discussed.

On March 9, 2004, the Board of Zoning Appeals reviewed the R-8 Zoning District layout and made a recommendation that a disclaimer clause be inserted into the reformatted Zoning Ordinance that states that the graphics are for illustrative purposes only and in the event of a conflict, the text will supercede the graphics.

On April 14, 2004, the newly comprised Planning Board reviewed the first draft of the written language of the reformatted Zoning Ordinance completed by Ground Rules Inc. The Planning Division stated that Ground Rules has advised that Birmingham's ordinance could become more user-friendly if the current hierarchical structure of our zoning districts was removed and each zoning district became stand-alone. The Planning Division would support a decision to make the recommended changes to stand alone zoning districts, and noted that the language of this first draft will be reviewed by staff as well as the Planning Board. The Board voted to recommend to the City Commission that the City create an addendum to the existing contract with Ground Rules, Inc. to amend the scope of work to include content changes and additions to reformat the zoning districts from a hierarchical system to stand-alone zoning classifications. The Planning Division split the draft Zoning Ordinance into thirds, and assigned groups made up of staff members and Planning Board members to review each portion.

At the May 12, 2004 meeting of the Planning Board, each group discussed their findings including general edits, unclear sections, and provisions that no longer apply or conflict with other provisions. The Planning Division stated that they contacted Ground Rules to request a draft copy of their final report and recommendations.

At the July 28, 2004 Planning Board meeting, the Planning Division advised that the next draft of the Zoning Ordinance reformat was expected from Ground Rules Inc. shortly and would include illustrations.

On October 13, 2004, the Planning Board discussed the illustrations and proposed graphics for the two-page layouts forwarded by Ground Rules, Inc.

The Planning Division outlined the time schedule of future submissions from Ground Rules. The Board reviewed the graphics and determined that "Lot Area" should be removed from the diagrams.

At the October 27, 2004 Planning Board meeting, the Planning Division advised that prior to the meeting the Board members had broken off into the same groups to review and discuss the latest draft of the ordinance provided by Ground Rules, Inc. Each group discussed their comments and draft copies were submitted to be forwarded to Ground Rules Inc.

At the December 8, 2004 Planning Board meeting, Mr. Brad Johnson of Ground Rules, Inc., conducted a demonstration of the near-final electronic version of the reformatted Zoning Ordinance which mimics the hard copy version, and can be printed out. He advised that they have condensed the 26 articles down to 9 articles in this process. The electronic version is being published as a PDF file. Essentially every word is the same, whether one looks at the electronic version or the hard copy version. The main difference is how the person interacts with the document. The benefits of the electronic version are the numerous ways to navigate the document with Adobe Acrobat, as Mr. Johnson demonstrated. The document can be distributed as a compressed file on the City's web site, or on a CD Rom which would include the Adobe Reader software. The file works on MacIntosh systems as well. The document is 157 pages long and contains 3,600 hyperlinks, on average 22 per page. It was discussed that ordinances on the web are rarely seen that have the navigation capabilities and the number of hyperlinks embedded in this document. Mr. Johnson said he knows of no other ordinance in the country that is as interactive as Birmingham's will be. He further stated that they are in the process of creating an HTML version of the ordinance that will be more of an interactive web site with even more capabilities than this. Mr. Johnson stated that he has submitted a proposal to the City to embed amendments to the Zoning Ordinance in the web document, re-number them, and re-publish them on the City's web site. He advised that within two weeks of adoption, the ordinance would be current on the web site. He is hoping to get the reformatted ordinance formally approved by the Planning Board in January or February 2005, and so that it can be forwarded to the City Commission for final adoption.

On January 22, 2005, Mr. Johnson from Ground Rules, Inc. conducted a similar presentation to the City Commission at the Long Range Planning meeting to demonstrate the features of the web-based Zoning Ordinance, and to answer any questions. The new web-based Zoning Ordinance was well-received by the City Commission.

At the February 9, 2005 Planning Board meeting, a public hearing was held to consider approval of the reformatted Zoning Ordinance. After much discussion,

the Planning Board voted unanimously to recommend approval to the City Commission of the new graphic, electronic, and user-friendly format of the Zoning Ordinance. In addition, the board amended the motion to make the approval conditional upon the review and approval of the City Attorney. The board further requested the opportunity to review any questions raised by the City Attorney.

Since February 9, 2005, the City Attorney has reviewed the final draft of the reformatted Zoning Ordinance. The comments from the City Attorney are discussed in detail below.

On April 11, 2005, the City Commission set a public hearing for May 9, 2005 to discuss the proposed amendment of Chapter 126, Zoning, in its entirety. At that time, the final draft of the reformatted Zoning Ordinance was in the process of being updated as a result of the City Attorney's comments. A final draft is now complete in both hard copy and electronic form.

On April 13, 2005, the Planning Board reviewed the comments made by the City Attorney, and was satisfied with the recommendations as outlined in the attached memo to the Planning Board dated April 5, 2005.

All relevant meeting minutes are attached for your review.

### Purpose and Intent

The purpose of the reformatting of the Zoning Ordinance was to create a userfriendly Zoning Ordinance including easy to understand terminology, and an effective master graphic format that included an extensive use of illustrations, charts, tables, process diagrams, color-coding, cross-referencing, a use matrix and an index. In addition, the intent of the reformatting project was to create a Zoning Ordinance that is web-based and enhanced with hyperlinks to allow a user to maneuver easily through an electronic version of the ordinance. During the reformatting of the Zoning Ordinance, an audit report was also prepared that outlined recommendations for further improvements to the Zoning Ordinance that became apparent during the reformatting process, to assist in the ongoing updating and improvement of the City's Zoning Ordinance. A copy of the Audit Report is attached for your review.

Accordingly, the reformatted Zoning Ordinance has been prepared utilizing a master graphic layout that includes extensive use of illustrations, tables, cross-referencing, color coding and an index. The reformatted ordinance is available in both hard copy and electronic forms. The electronic version of the reformatted Zoning Ordinance is available on CD Rom, and will be posted on the City's website for on-line viewing. The electronic version is enhanced with search

capabilities and hyperlinks to allow users to easily maneuver through the document.

Given the new graphic layout utilized in the reformatted Zoning Ordinance, Municipal Code Corporation ("MCC"), our current on-line code publisher, is unable to update and support the reformatted ordinance. As a result, it was previously determined that the reformatted Zoning Ordinance would be removed entirely from MCC's publication service, a link would be provided on MCC's service to the City website where the Zoning Ordinance would be placed as a PDF file and/or a self-extracting compressed file that users could download to their computer for viewing and searching purposes.

Please find attached a Maintenance Agreement with Ground Rules Inc., the creator of the reformatted Zoning Ordinance, for the publishing and updating of the reformatted Zoning Ordinance. While the City will post the Zoning Ordinance on the City website, Ground Rules Inc. will be responsible for updating the Zoning Ordinance in both hard copy and electronic form as it is amended.

### Legal Opinion

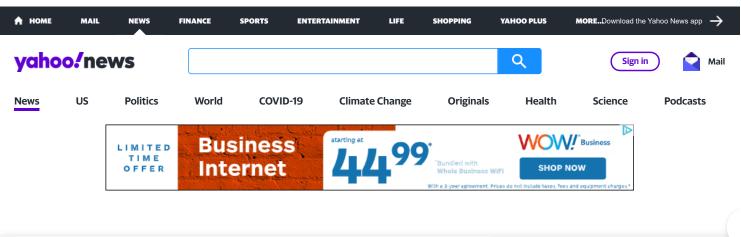
The City Attorney has reviewed the working final draft of the ordinance, and had several comments, which are outlined in the attached memo to the Planning Board dated April 5, 2005. To summarize, the City Attorney requested a conversion chart listing the old Zoning Ordinance section numbers that correspond to the section numbers in the reformatted Zoning Ordinance to ensure a smooth transition to the new ordinance, and requested that several minor corrections be made to accurately reflect the provisions in our current Zoning Ordinance. In addition, the City Attorney also noted several substantive changes that were made in the reformatted Zoning Ordinance to eliminate conflicts and confusion. Please note the specific changes made and the reason for the changes on the memo to the Planning Board dated April 5, 2005. It was the Planning Board's original intent not to make any substantive changes listed were necessary for the reasons stated.

All of the changes requested by the City Attorney have now been made in both the hard copy and electronic final drafts of the reformatted Zoning Ordinance. The conversion chart requested by the City Attorney has also been prepared, and is attached for your review.

#### Suggested Action

Ordinance amending and restating Chapter 126, Zoning, of the city code in its entirety

To engage the services of Ground Rules, Inc. for the publishing and updating of the City of Birmingham's Zoning Ordinance as proposed in the Zoning Ordinance Maintenance Agreement dated May 9, 2005, which would remove the Zoning Ordinance entirely from MCC, provide a link to the City website where the Zoning Ordinance would be placed as a PDF file and/or a self-extracting compressed file that users could download to their computer for viewing and searching purposes. Further, to authorize and direct the appropriate city officials to sign the contract for these services as approved by the City Attorney. Further, to approve the funding from the Clerk's Office account #101-1006-706-30-17.



Los Angeles Times

# Letters to the Editor: Put the first responders throwing a tantrum over vaccines in a time out

Wed, September 8, 2021, 6:00 AM · 3 min read

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A Los Angeles firefighter paramedic prepares a COVID-19 vaccine

dose on Dec. 28, 2020. (Los Angeles Times)

To the editor: As a board-certified pediatrician who has been in practice for more than four decades, I think I'm qualified to recognize a toddler tantrum when I see one. Sadly, we see the consequences in certain adults whose parents failed to effectively handle such tantrums. ("L.A. firefighters, police officers dig in heels over vaccination mandate," Sept. 3)

The Los Angeles firefighter in your article on public servants refusing vaccination manifested such an attitude when he said, "I will not wear a





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Politics

these days, it can be deadly for the rest of us, unless they encounter the loving but firm parenting they might have never had.

Originals

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#### POPULAR



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First responders from deadly I-15 pileup recognized, honored KSTU



Howard Stern on anti-vaxxers: 'When are we going to stop putting up with the idiots?'

This is not about individual freedom and personal choice. It's about being a responsible adult member of society. The best way to handle tantrums is to ignore them and use time outs.

Dr. Steve Tarzynski, Santa Monica

**To the editor:** Vaccinating first responders is a matter of public health. If the city allows first responders to refuse vaccination, it is putting the public at risk.

First responders interact daily with members of the public. As an Eastside Latina already fearful of interactions with the police, I am even more scared not knowing if an officer is vaccinated.

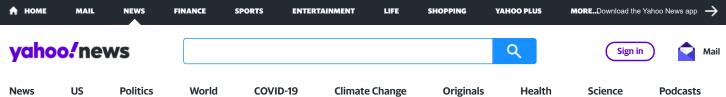
The vaccines work, and the public must be protected from unvaccinated first responders spreading COVID-19. Frankly, if a first responder doesn't want to serve the public by getting vaccinated, is that the type of officer our city needs?

Clara Solis, Los Angeles

To the editor: According to columnist Steve

Lopez, Los Angeles Fire Department Capt. Cristian Granucci moved to Texas, from where he commutes to L.A. for work, "for the freedom it offers."

It's reasonable to guess that Granucci will not give up his astronomical salary of \$247,000 that California residents pay him because the most he



- US Politics World emboldened to residing in the h
- ics World COVID-19 Climate Change emboldened to spread his anti-vaxxer message residing in the heart of right-wing extremism but he'll keep collecting the salary we pay him.

It is time we Californians made state residency a requirement for all public employees.

Patricia Barry, Los Angeles

**To the editor**: I read Lopez's column about the fire captain who does not live in the state he serves, and the resistance of many police and firefighters to vaccination.

I live in a senior citizen facility where the residents are all vaccinated. We are not permitted to have unvaccinated visitors or vendors in our units.

Unfortunately, in emergencies we have to call the fire department. We would feel more comfortable and reassured if we knew they were vaccinated, not only for their health, but for ours as well.

Harry Shragg, Reseda

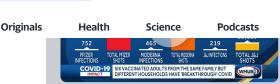
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**To the editor:** Some first responders are comparing the city's vaccine mandate to rules in Nazi Germany. The Nazis were not trying to vaccinate the Jews to stop a worldwide pandemic.

If getting vaccinated is too much of a burden for members of the LAFD, they can resign.

Maybe this is the perfect opportunity to recruit more women and other underrepresented groups into the department.

Sheryl Goto, Carlsbad



6 adults from same family have breakthrough case, credit vaccines for mild cases WMUR - Manchester



Canceled TV Shows Announced: The Full List Ad • Investing US



Parents Are Worried Because Children Under The Age Of 12 Can't Get Vaccinated CBS-Baltimore

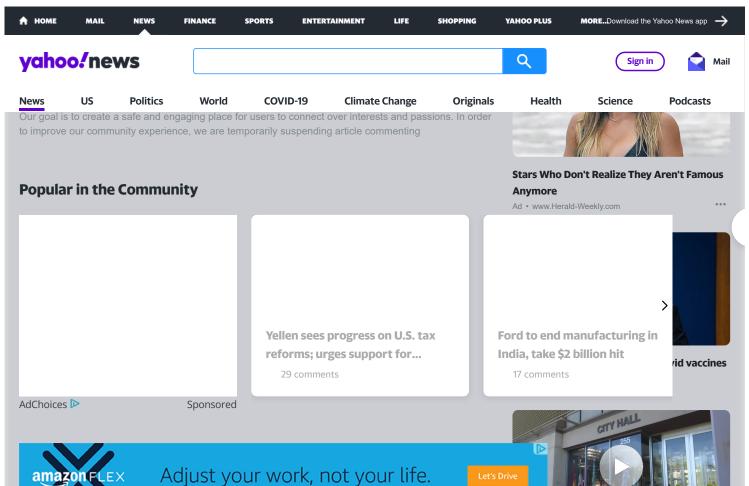


Can employees who refuse the COVID-19 vaccine get unemployment benefits?

KTNV - Las Vegas Scripps



Health leaders plead for more COVID vaccinations



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August 20, 2021

To the Honorable Mayor and Members of the City Commission City of Birmingham 151 Martin Street Birmingham, MI 48012

Dear Mayor and Commissioners:

We are in the process of planning for the audit of the financial statements of the City of Birmingham (the "City") for the year ended June 30, 2021. An important aspect of planning for the audit is communication with those who have responsibility for overseeing the strategic direction of the City and obligations related to the accountability of the City. At the City these responsibilities and obligations are held by the City Commission, collectively and individually; therefore, it is important for us to communicate with each of you in your role as a member of the City Commission.

As part of this communication process, we will speak at length with Mayor Boutros regarding our responsibilities under generally accepted auditing standards and the planned scope and timing of our audit. The purpose of this letter is to provide each of you with a summary of those discussions and to provide you with the opportunity to communicate with us on matters that may impact our audit.

# Our Responsibility Under Generally Accepted Auditing Standards and Generally Accepted Government Auditing Standards

As stated in our engagement letter addressed to Mr. Mark Gerber and dated August 20, 2021, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In accordance with Generally Accepted Government Auditing Standards (GAO Standards), we are required to communicate all noncompliance with provisions of laws, regulations, contracts or grants that have a material effect on the financial statements that comes to our attention. GAO standards also require that we report any instances of abuse identified during that audit that could be quantitatively or qualitatively material to the financial statements.

#### Overview of the Planned Scope and Timing of the Audit

Our audit fieldwork will include three phases. The planning and preliminary information-gathering and risk assessment phases are underway; and the rest of our audit procedures will be performed during September and October 2021.

To plan an effective audit, we must identify significant risks of misstatement in the financial statements and design procedures to address those risks.





We identified the following significant risks of misstatement:

- Cash and investment account balances and reconciliations
- Property tax revenues
- Water and Sewer operations
- Management overrides of financial data from the normal accounting processes
- Accounting for construction activity including proper cut-off for work in progress
- Deferred inflows, deferred outflows, and unearned revenue classification
- Proper accounting in accordance with GASBs 68, Accounting and Financial Reporting for Pensions, and 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, and proper financial statement disclosures and required supplemental information in accordance with GASBs 68 and 75.
- Implementation of GASB Accounting Statement 84, Fiduciary Activities
- Weakened internal controls in a remote environment due to COVID-19
- Completeness of the Schedule of Federal Awards (SEFA)

In response to these identified significant risks, we will perform the following:

- Cash and investment confirmation procedures with certain bank and investment custodians as well as review of the reconciliation process
- Analytically test property tax revenues using assessment and public record information
- Perform certain substantive analytical testing on water and sewer fund operations using a sampling approach where necessary
- Review of certain management journal entries which could serve as overrides to normal procedures
- Perform year-end cut-off procedures on construction project activities including proper recording of retainers
- Detailed testing of the classification for deferred inflows, deferred outflows, and unearned revenue
- Review documentation prepared by the City's actuary to ensure financial statement disclosures and required supplemental information are complete in accordance with GASB 68 and GASB 75
- Review management's analysis of fiduciary activities to ensure they adhere to the guidelines established within GASB Statement No. 84
- Verify that proper controls were in place via accounting walkthroughs for the period in which the City was operating in a remote environment



• Compare federal expenditures from grant funds to SEFA and perform a reconciliation between federal grant revenues and federal expenditures on the SEFA. Ensure CARES related expenditures are not being duplicated across grant awards through sampling of expenditures.

We will gain an understanding of accounting processes and key internal controls through a review of the accounting procedures questionnaires and control procedures questionnaires prepared by management. We will confirm through observation and inspection procedures that accounting procedures and controls included in the questionnaires have been implemented. We will not express an opinion on the effectiveness of internal control over financial reporting; however we will communicate to you significant deficiencies and material weaknesses identified in connection with our audit.

The concept of materiality is inherent in our work. We place greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote.

#### Information from You Relevant to Our Audit

An important aspect of this communication process is the opportunity for us to obtain from you information that is relevant to our audit. Your views about any of the following are relevant to our audit:

- City of Birmingham's objectives and strategies, and the related business risks that may result in material misstatements
- Matters you consider warrant particular attention during the audit, and any areas where you want to request additional procedures be undertaken
- Concerns about City of Birmingham's internal control and its importance to the City, including how the City Commission oversees the effectiveness of internal control and the detection or possibility of fraud
- Significant communications with regulators
- The actions of the City Commission in response to developments in accounting standards, regulations, laws, previous communications from us, and other related matters

If you have any information to communicate to us regarding the above or any other matters you believe are relevant to the audit, or if you would like to discuss the audit in more detail, please call me at (313) 496-8542 as soon as possible.

Thank you for your time and consideration in this important aspect of the audit process. You can expect to hear from us again after the completion of our audit when we will report to you the significant findings from the audit.

Very truly yours,

Plante & Moran, PLLC

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Timothy St. Andrew Partner



#### STATE OF MICHIGAN BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING FOR THE ELECTRIC AND NATURAL GAS CUSTOMERS OF CONSUMERS ENERGY COMPANY CASE NO. U-20875

- Consumers Energy Company requests Michigan Public Service Commission's approval of an Energy Waste Reduction Plan for the period 2022 through 2025.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, (517) 788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME:	Wednesday, September 8, 2021 at 9:00 AM
<b>BEFORE:</b>	Administrative Law Judge Kandra Robbins
LOCATION:	Video/Teleconferencing
PARTICIPATION:	Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at

mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) August 2, 2021 application requesting the Commission to: 1) determine that Consumers Energy's proposed 2022-2025 Energy Waste Reduction (EWR) Plan is reasonable and prudent, and that it meets all applicable requirements of Act 295, as amended; 2) approve the requested 2022-2025 EWR Plan' natural gas and electric surcharges in January 2022 customer bills; 3) approve the requested accounting authority as proposed by Consumers Energy; 4) approve authority to roll forward any unspent funds into future approved EWR plans and to increase annual investment above amounts approved in the final case order by up to 6% of electric and 10% of gas investment, if needed and cost effective; 5) approve the issuance of the tariff sheets as more fully described as proposed by Consumers Energy in the witness testimony and exhibits of Laura C. Kuhl; 6) approve the EWR incentive proposal set forth as proposed by Consumers Energy as more fully described in the testimony and exhibits of witness McLean; 7) approve the relief requested in this proceeding before January 2022; and 8) grant Consumers Energy other and further relief.

# **INFORMATION ONLY**

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <u>michigan.gov/mpscedockets</u>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: <u>mpscedockets@michigan.gov</u>. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: <u>mpscedockets@michigan.gov</u>.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 1, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20875**. Statements may be emailed to: <u>mpscedockets@michigan.gov</u>. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI '48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: <u>michigan.gov/mpscedockets</u>, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

#### [THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.]

2113-C