City of Birmingham
A Walkable Community

MEMORANDUM

Engineering Dept.

DATE: **August 5, 2015**

TO: **Joseph Valentine, City Manager**

FROM: **Paul T. O'Meara, City Engineer**

SUBJECT: **Ad Hoc Parking Development Committee (AHDPC)**
Consultant Request for Proposals

In April, 2015, the City Commission authorized the creation of the Ad Hoc Parking Development Committee. The seven member panel is charged with studying the Pierce St. and N. Old Woodward Ave. Parking Structure parcels for redevelopment. The committee has since met three times. In June, the members reviewed the past history of this topic, and the related studies that have been conducted. In July and most recently in August, the Committee reviewed and critiqued a Request for Proposals (RFP) document. The Committee sees the need to hire a professional team to assist in this task. The team will include:

- Licensed Architect
- Urban Design Professional
- Parking Structure Consultant

It is envisioned that the consultant team will work with the AHPDC to prepare massing studies and preliminary cost estimates to redevelop both subject parcels, both with two options:

1. Expansion of the existing parking structure with possible private development components.
2. Complete demolition and reconstruction of a new larger parking structure with private development components.

It is hoped that the AHPDC can work with this design professional to better understand the possibilities and directions that the City should consider. After that effort is complete, the Committee and City staff will hopefully be prepared to issue a new request for proposals, this one directed toward development/design teams that would present ideas for the redevelopment of these two properties.

At the end of the August 5 meeting, the AHPDC passed a recommendation endorsing the RFP modified as suggested (attached). It is recommended that the City Commission endorse this effort to select and hire a design professional to work with them on this project. Once the AHPDC has selected a preferred design team, a separate recommendation will be forwarded to the City Commission for approval.

SUGGESTED RESOLUTION:

To endorse the Request for Proposals (RFP) for the Downtown Parking System Expansion Projects Parking Development Consultant Services to work with the Ad Hoc Parking Development Committee (AHPDC), and to direct City staff to solicit proposals at this time.

REQUEST FOR PROPOSALS
Downtown Parking System Expansion Projects –
Parking Development Consultant Services

Sealed proposals endorsed **"Downtown Parking System Expansion Projects – Parking Development Consultant Services"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until August 27, 2015 at 2:00 p.m. after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting Wednesday, August 19, 2015, at 9:00 a.m. The meeting will take place at the Birmingham Municipal Building, 151 Martin St., Birmingham, MI. 48009.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to integrate established parking development needs with conceptual architectural design services for two parking structure expansion projects located in downtown Birmingham. The scope of this project includes attending committee meetings, preparing conceptual plans and elevations, and preliminary cost estimating services. Submitting firms are expected to include the necessary services and associated fees for all consultants as required for a complete design proposal.

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham Engineering Dept., 151 Martin St., Birmingham, Michigan.

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:	August 11, 2015
Mandatory Pre-Bid Meeting:	August 19, 2015 at 10:00 a.m. 151 Martin St., Birmingham, MI 48009
Deadline for Submissions:	Thursday, August 27, 2015, at 9:00 a.m.
Contact Person:	Paul T. O'Meara, City Engineer P.O. Box 3001, Birmingham, MI 48012 Email: pomeara@bhamgov.org Phone: 248-530-1836

REQUEST FOR PROPOSALS
For Downtown Birmingham Auto Parking System Expansion

Contents

INTRODUCTION	3
REQUEST FOR PROPOSALS (RFP)	4
MANDATORY PRE-BID MEETING	4
INVITATION TO SUBMIT A PROPOSAL	4
INSTRUCTIONS TO BIDDERS	4
EVALUATION PROCEDURE AND CRITERIA	6
TERMS AND CONDITIONS	6
CONTRACTOR'S RESPONSIBILITIES	7
CITY RESPONSIBILITY	8
SETTLEMENT OF DISPUTES	8
INSURANCE	8
CONTINUATION OF COVERAGE	8
EXECUTION OF CONTRACT	8
INDEMNIFICATION	9
CONFLICT OF INTEREST	9
EXAMINATION OF PROPOSAL MATERIALS	9
SCOPE OF WORK	11
ATTACHMENT A – AGREEMENT	13
ATTACHMENT B - BIDDER'S AGREEMENT	19
ATTACHMENT C - COST PROPOSAL	20
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	21
ATTACHMENT E - SURVEY OF 333 N. OL D WOODWARD AVE. PARCEL	21
ATTACHMENT F - DOWNTOWN BIRMINGHAM 2016 PLAN (ABRIDGED)	22
ATTACHMENT G - PIERCE ST. PARKING STRUCTURE EXPANSION STUDIES	27
ATTACHMENT H - N. OLD WOODWARD AVE. EXPANSION STUDIES	44

INTRODUCTION

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

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide architectural conceptual design services addressing existing parking demands for two parking system expansion projects located in downtown Birmingham. The scope of this project includes attending committee meetings, preparing conceptual plans and elevations, and preliminary cost estimating services. Submitting firms are expected to include the necessary services and associated fees for all consultants as required for a complete design proposal. No proposal will be accepted unless there are the following professionals on the team, either working with the same firm, or as several consultants working together as a team:

- State of Michigan Licensed Architect
- Urban Design Professional
- Parking Structure Consultant

This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP). The two projects can be summarized as follows (with additional detail found further within this document):

333 Pierce St. – A five level 720 parking space structure constructed in 1968 occupies the majority of the parcel. The existing building was built to accommodate the loading from two additional levels that could be installed in the future. The City is studying the feasibility of adding two floors to the existing structure, adding 280 parking spaces in the process. In addition, the City is desirous of studying the feasibility of selling or leasing the existing open space areas of the parcel at its north (Merrill St. frontage) and south (Brown St. frontage) ends. The currently open areas could potentially be used for private mixed use buildings. As an alternative, the City would also like to explore the feasibility of removing the existing parking structure and reconstructing a structure that provides additional parking capacity based on planned future capacity needs while also providing an improved urban street presence that offers privately occupied square footage as a component of the building.

333 N. Old Woodward Ave. – A five level 560 parking space structure constructed in 1966 occupies the easterly section of a large parcel that has frontage on N. Old Woodward Ave., Willits St., and Bates St. The remainder of the parcel contains an open municipal parking lot as well as a sloped natural area fronting the adjacent Rouge River. A recent survey of the existing conditions is attached in **Attachment E.** The City is studying the feasibility of either renovating and adding on to the existing parking structure to provide additional parking capacity, or to demolish the existing structure and reconstruct an improved facility. A preliminary vision for the property includes extending Bates St. as a public road to the north, connecting it with N. Old Woodward Ave. Extending the street would allow the creation of new private parcels on the property that would be of either residential or mixed use character. However, alternate feasible ideas from the consultant will be encouraged.

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 24, 2015. 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.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide the herein described parking and design services for the Birmingham Auto Parking System, as described above.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP.

MANDATORY PRE-BID MEETING: **August 19, 2015 at 10:00 a.m.**
Room 205
151 Martin St., Birmingham MI 48009

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than August 27, 2015 at 2:00 p.m. to:

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

One (1) original paper and one (1) PDF copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside Downtown Parking System Expansion Projects – Parking Development Consultant Services." Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered to: Paul O'Meara, City Engineer, 151 Martin St., Birmingham MI 48009 (pomeara@bhamgov.org, 248-530-1836). Such request for clarification shall be delivered, in writing, no later than 4 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City 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. The City will furnish the successful company with tax exemption information when requested. Proposals should continue to include costs for taxable supplies that the Contractor will have to purchase during the execution of this project.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, and telephone 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 a Parking Development Committee designated by the City Commission who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Prior experience with designing and construction of parking structures, both public and private
3. Prior experience designing and constructing mixed use and residential buildings in an urban walkable downtown environment.
4. Prior experience with cost estimating for parking facilities.
5. Overall costs.
6. References.
7. Ability to meet schedule
8. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.
9. Qualifications of personnel assigned to the project.
10. Quality and completeness of proposal.

TERMS AND CONDITIONS

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure/understand that:

1. The design team will work closely with City of Birmingham designated staff during all phases of the work. The successful firm will be considered a key part of the project team. A strong, positive working relationship must be maintained.
2. All licenses required for a discipline by the State of Michigan shall be maintained during the course of the contract.
3. The design team will provide a single point of contact for the duration of the contract and perform with a consistent team.
4. The design team will ensure a timely completion of conceptual plans and estimates.
5. The design team will comply with administrative procedures related to the project such as submittal deadlines, contract pay requests, etc. and work with the City regarding these items.
6. The design team will meet with applicable City of Birmingham committees, boards and commissions to review project status, project budget and project planning, as outlined above. If additional meetings are needed beyond those listed, the design team shall be available at additional cost.
8. All required insurances are to be maintained by the design team during (and beyond for the guarantee bond) the course of the contract.
9. The design team will provide regular status reports to the City of Birmingham during all phases of project design and construction.
10. 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.

11. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

12. 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.

13. 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.

14. 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.

15. 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.

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

17. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

18. The City of Birmingham desires a single contract with Design firm rather than separate contracts with each company represented by the proposed team.

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 RFP.
   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 description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

4. Provide a list of sub-contractors and their qualifications, if applicable.

5. 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.

6. 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.

7. During the design phase, the Design team will meet frequently with the City of Birmingham for approval of the design as it progresses.

8. The Contractor will be responsible for any changes necessary for the plans to be considered finalized by the City of Birmingham.

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.

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 abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 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.

As a public agency using public funds as a source of revenue for these contemplated construction projects, the City of Birmingham wishes to maintain a transparent operation free from any question of collusion or favoritism. After review of this issue by the City Attorney, the consultant team hired for this request shall consider themselves as disqualified from participating in the RFP that will be developed as a result of this study.

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

Award Architectural Service Agreement:	Oct. 12, 2015
Project Kickoff Meeting	Oct. 19, 2015
Working Committee Meetings	Nov. 4, 2015
	Dec. 2, 2015
	Jan. 6, 2016
Presentation to City Commission	January, 2016
Issuance of RFPs to Developers	February, 2016

BACKGROUND INFORMATION

Various items of information pertaining to the two development parcels are included in this RFP package. The final plans are intended to follow the conceptual ideas contained within the Master Plan, as much as practical. The other documents are intended to be for the consultant team's background information, but is not meant to constrain or influence the direction of the ultimate designs.

SCOPE OF WORK

Overview

The City of Birmingham is seeking licensed professional architectural design and parking consulting services for the purpose of providing conceptual drawings and cost estimating services related to the expansion of two municipal parking facilities owned and operated by the City of Birmingham.

The project's defined goals include:

- To satisfy future parking demand, the City is interested in constructing at a minimum an additional 278 parking spaces for the north half of the central business district, and 427 parking spaces for the south half of the central business district. The City is not interested in purchasing new properties to achieve this goal.
- Explore the feasibility and costs involved in better utilizing the City's parking facilities located at 333 Pierce St. (south side) and 333 N. Old Woodward Ave. (north side), modeled after the goals set forth in the Downtown Birmingham 2016 Master Plan (as described in **Attachment F)**. The selected contractor will work with an Ad Hoc Parking Development Committee to help create design parameters that could then be issued in a separate Request for Proposals to potential developers that may be interested in partnering with the City to redevelop these properties.
- Review previously completed cost analysis and feasibility of expanding the Pierce St. Parking Structure with two additional floors (**Attachment G**) and study further. Consider the feasibility and opportunities present to potentially sell or lease parts of the Pierce St. Structure parcel that are currently open green space or air space that could be sold or leased to a private owner for the purpose of creating mixed use private buildings (primarily retail, office, and/or residential). Study feasibility of the complete removal and replacement of the parking structure to allow for new design alternatives that could otherwise not be achieved. Include recommendations for addressing parking demand during construction.
- Review previous drawings and cost estimating services for the redevelopment of the property now occupied by the N. Old Woodward Ave. Parking Structure and its adjacent open parking lot (**Attachment H**).
- Conduct further cost analysis and discussion to determine the advisability of renovating and expanding the existing structure, versus demolishing and replacing the N. Old Woodward Ave. Parking Structure. Include recommendations for satisfying parking demand during construction for either option.
- Production of accurate cost estimating services for all listed alternatives for both parking system parcels, to be used in a future bond sale proposal that would go before the electorate of the City of Birmingham.

- Production of accurate cost estimates for temporary parking needs during future reconstruction of both parking system parcels.

Deliverable for this project shall include:

A. A total of four generic, preliminary massing studies, two each for both parcels, consisting for each a study where the existing parking structure is expanded, and where the existing parking structure is removed and replaced in its entirety. The massing study is intended to be a discussion tool for the Committee to better understand the possibilities and limitations of each site.
B. Conceptual cost estimates for all four options referenced above. Note that a cost estimate for simple expansion of the Pierce St. Structure was completed by others in 1999, and updated in 2013. Those studies are attached**,** and can be used as a starting point to refine and finalize the estimate for expansion on the Pierce St. Structure site.
C. Appearance of the consultant team wherein all three above referenced professional disciplines are represented and present for up to three Ad Hoc Parking Development Committee meetings, and one City Commission meeting.
D. Provide information as needed to assist City staff in preparing the relevant Requests for Proposals (RFP) to be solicited from developer/consultant design teams for both parcels, wherein drawings, cost estimates, suggested land divisions, and costs (in present dollars) will be prepared for both parcels, to be judged on creativity, costs, public parking capacity, and feasibility.

ATTACHMENT A – AGREEMENT

Downtown Parking System Expansion Projects – Parking Development Consultant Services

This AGREEMENT, made this _____day of _____, 2015, 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, through its Engineering Department, is desirous of securing parking and architectural services for conceptual level design on two parking structure expansion projects in the central business district in the City of Birmingham.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for conceptual design services on parking structure expansion projects,

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform parking and architectural services for the downtown parking system expansion projects, and the Contractor's cost proposal dated _____, 2015 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _____, as set forth in the Contractor's _____, 2015 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 Request for Proposals.

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 types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be “Name Insured” on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

H. Proof of Insurance Coverage: Contractor shall provide the 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.

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

J. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the 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: Laura Pierce 151 Martin Street Birmingham, MI 48009 248-530-1880	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. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:	**CONTRACTOR**
_____	By:_____
	Its:

CITY OF BIRMINGHAM

_____ By:_____

Its: Mayor

_____ By:_____

Laura Pierce
Its: City Clerk

Approved:

_____
Paul T. O'Meara, City Engineer
(Approved as to substance)

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

_____
Timothy J. Currier, City Attorney
(Approved as to form)

_____
Joseph A. Valentine, City Manager
(Approved as to substance)

ATTACHMENT B - BIDDER'S AGREEMENT

For Downtown Parking System Expansion Projects – Parking Development Consultant Services

---

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

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 Downtown Parking System Expansion Projects – Parking Development Consultant Services

---

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

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

COST PROPOSAL	
ITEM	**BID AMOUNT**
Materials & Equipment	$
Labor	$
Miscellaneous (Attach Detailed Description)	$
TOTAL BID AMOUNT	$
ADDITIONAL BID ITEMS	
	$
	$
GRANDTOTAL AMOUNT	$

UNIT COST BID ITEMS	
	$ **per**

Firm Name_____

Authorized signature_____ Date_____

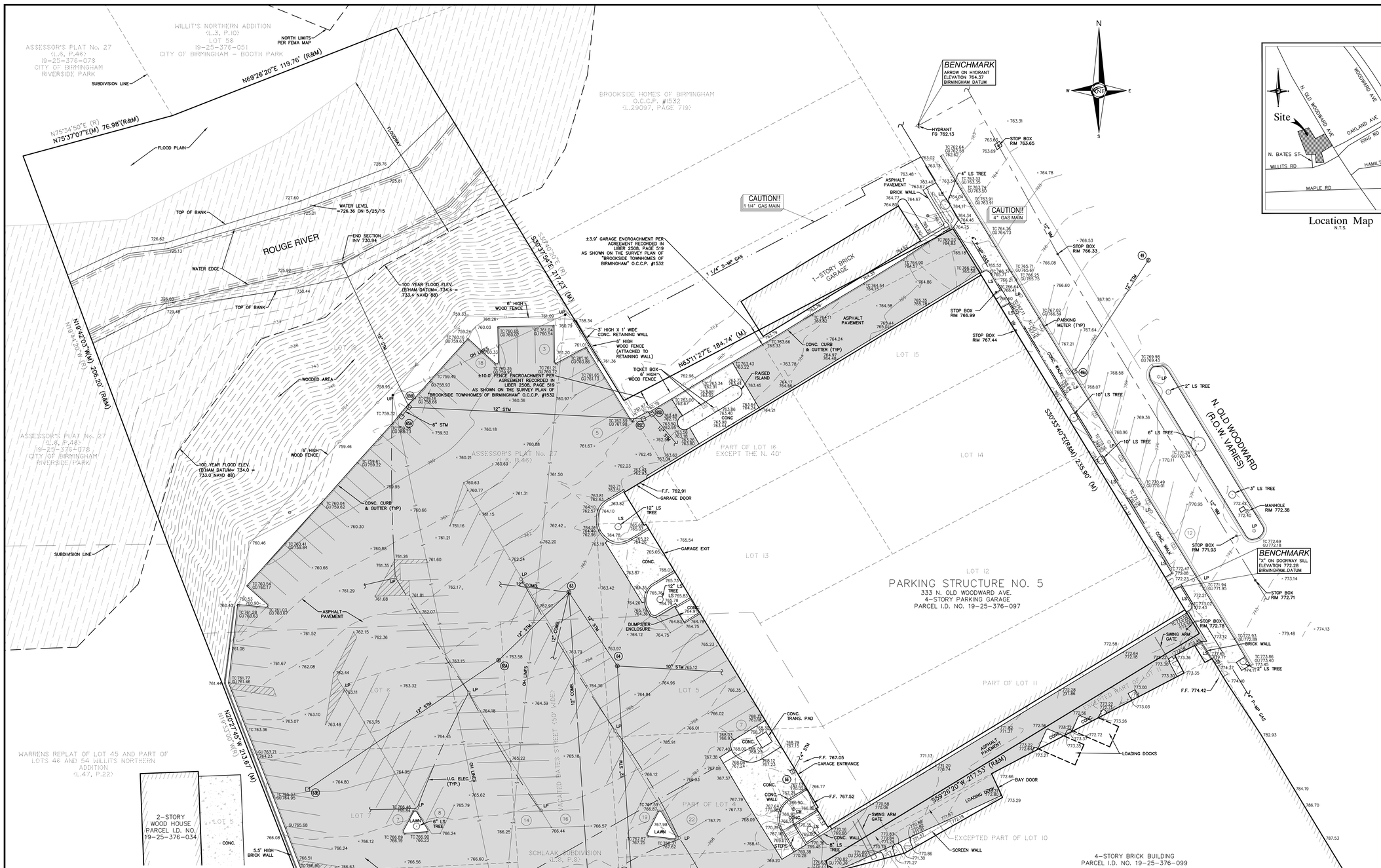
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

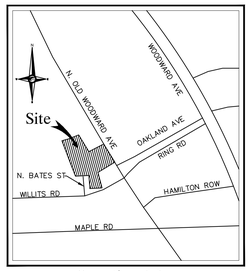
For Downtown Parking System Expansion Projects –
Parking Development Consultant Services

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.#	





Location Map
N.T.S.

SURVEY NOTES

1. ALL ELEVATIONS ARE EXISTING ELEVATIONS ON BIRMINGHAM DATUM
2. UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.
3. TITLE WORK HAS NOT BEEN PROVIDED TO THE SURVEYOR. THE LEGAL DESCRIPTION IS BASED UPON AVAILABLE COUNTY RECORDS OBTAINED BY SURVEYOR. ALSO, THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.
4. ALL BEARINGS ARE IN RELATION TO THE WEST LINE OF WOODWARD AVENUE (NOW KNOWN AS OLD WOODWARD AVENUE) AS SHOWN ON THE RECORDED PLAT OF "ASSESSOR'S PLAT NO. 27" AS RECORDED IN LIBER 6 OF PLATS, ON PAGE 46 OF THE OAKLAND COUNTY RECORDS. (S30°33'40"E).

SEWER STRUCTURE SCHEDULE

(1) EX. COMBINATION MH
RIM 778.52
18" E INV. 770.85
21" W INV. 770.45
12" SW INV. 772.45
12" NE INV. 771.95 (BULKHEAD)
12" S INV. 770.65

(2) EX. COMBINATION MH
RIM 778.12
18" W INV. 771.44
15" E INV. 771.49
12" NE INV. 771.99

(3) EX. COMBINATION MH
RIM 779.53
15" NE INV. 772.67
15" W INV. 772.52

(4) EX. COMBINATION MH
RIM 777.12
12" SW INV. 772.48
8" E INV. 772.56
12" S INV. 772.66

(4A) EX. CATCH BASIN
RIM 777.06
12" W INV. 773.62

(4B) EX. CATCH BASIN
RIM 777.86
12" N INV. 773.13

(49) EX. COMBINATION MH
RIM 767.69
12" SW INV. –

(49a) EX. CATCH BASIN
RIM 767.64
12" NE INV. –

(63) EX. COMBINATION MH
RIM 763.16
12" NW INV. 753.56
12" SW INV. 753.56
12" SW INV. 755.96
12" S INV. 753.91
12" SE INV. 756.16

(63A) EX. STORM MH
RIM 763.68
12" SW INV. 758.98
12" NE INV. 757.98

(63B) EX. CATCH BASIN
RIM 764.95
12" NE INV. (FULL OF DEBRIS)

(64) EX. STORM MH
RIM 764.39
12" NW INV. 758.59
12" S INV. 758.79
10" E INV. 758.89

(64A) EX. CATCH BASIN
RIM 767.09
12" N INV. 762.19
10" SW INV. 763.19

(64B) EX. CATCH BASIN
RIM 767.56
10" NE INV. 763.96
10" W INV. 764.71

(64C) EX. CATCH BASIN
RIM 767.45
10" E INV. 765.15

(65A) EX. CATCH BASIN
RIM 758.71
6" NE INV. 755.86

(65B) EX. CATCH BASIN
RIM 758.69
6" SW INV. 754.69
15" N INV. 754.79
12" E INV. 754.64

(65C) EX. CATCH BASIN
RIM 762.10
12" SW INV. –
12" NE INV. 759.50

(65D) EX. CATCH BASIN
RIM 762.25
12" SW INV. 759.45
12" SE INV. 759.75

(66) EX. CATCH BASIN
RIM 766.96
4" NE INV. 764.31

(67) EX. COMBINATION MH
RIM 779.51
12" NE INV. 768.95
12" W INV. 768.85

(68) EX. COMBINATION MH
RIM 777.91
12" W INV. 767.47
12" E INV. 767.50
12" N INV. 767.30

(69) EX. COMBINATION MH
RIM 778.03
12" W INV. 767.21
12" E INV. 767.28
12" S INV. 767.26
10" SE INV. 767.71

(70) EX. COMBINATION MH
RIM 778.26
15" W INV. 767.06
12" E INV. 767.16

(79) EX. COMBINATION MH
RIM 778.46
8" E INV. 770.95
8" W INV. 770.91

(80) EX. COMBINATION MH
RIM 778.09
10" SW INV. 773.88
12" E INV. 773.68
12" NE INV. 773.63

(80A) EX. CATCH BASIN
RIM 777.90
10" NE INV. 774.05

(80B) EX. CATCH BASIN
RIM 777.94
12" W INV. 774.32

(81) EX. COMBINATION MH
RIM 777.48
12" SW INV. 772.70
8" N INV. –

(81A) EX. CATCH BASIN
RIM 776.71
8" S INV. 772.58

LEGEND

CB CATCH BASIN
RB REAR YARD BASIN
MH STORM SEWER MANHOLE
ES END SECTION
DS DOWNSPOUT
SMH SANITARY SEWER MANHOLE
CO CLEAN OUT
CMH COMBINED SEWER MANHOLE
GVW GATE VALVE & WELL
HYD HYDRANT
SO WATER SHUT OFF
WELL WELL
NF NOT FOUND
EMH ELECTRIC MANHOLE
TMH TELEPHONE MANHOLE
UP UTILITY POLE
GP GUY POLE
GW GUY WIRE
LP LIGHT POLE
PTP PUBLIC TELEPHONE
EP ELECTRIC METER
GM GAS METER
GV GAS VALVE
GMK GAS MARKER
HANDICAP PARKING SPACE
FLAG POLE
WALL MOUNTED LIGHT
SIGN
GUARD POST/BOLLARD
PARKING METER
MAIL BOX
ROCK/BOULDER
SPRINKLER VALVE BOX
SPRINKLER HEAD
LANDSCAPED AREA
FOUND PROPERTY MARKER
SET PROPERTY MARKER
FOUND PK NAIL
FOUND SECTION CORNER
PINE TREE
DECIDUOUS TREE
CONCRETE PAVEMENT
ASPH PAVEMENT
FLOODWAY AREA
STORM SEWER
SANITARY SEWER
WATER MAIN
GAS MAIN
OVERHEAD CABLES
UNDERGROUND CABLES

CERTIFICATE OF SURVEY

WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT WE HAVE PLACED MARKER IRONS AT THE CORNERS OF THE PARCEL OR AS INDICATED IN THE ABOVE SKETCH.

KEVIN NAVAROLI, PLS
NO.: 53503

DATE: 6-17-2015

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SEAL

STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
No. 53503
LICENSED PROFESSIONAL SURVEYOR

PROJECT
Redevelopment of Parking Structure No. 5

CLIENT
City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001
(248)530-1800
Contact:
Mr. Paul O'Meara, P.E.,
City Engineer

PROJECT LOCATION
Part of the Southwest ¼ of Section 25
T. 2N, R. 10E
City of Birmingham,
Oakland County, Michigan

SHEET
Topographic / Boundary Survey

811
Know what's below
Call before you dig.

LEGAL DESCRIPTION

LEGAL DESCRIPTION (TAX DESCRIPTION):

T2N, R10E, SECTION 25, SCHLAACK SUB LOTS 1 TO 8, INCLUSIVE, EXCEPT THAT PART OF LOTS 3 & 4 BEGINNING AT MOST EASTERLY CORNER OF LOT 3; THENCE S 67-34-20 W 50.53 FT; TH N 14-06-00 W 50.32 FT; TH N 59-26-20 E TO THE EAST LINE OF LOT 4. THENCE SOUTHEASTERLY ALONG SAID LINE TO THE POINT OF BEGINNING. ALSO EXCEPT THE SOUTH 24 FT OF LOT 8, ALSO THAT PART OF VACATED BATES STREET ADJACENT TO SAID LOTS, ALSO OF "ASSESSOR'S PLAT NO 27" PART OF LOT 10 DESCRIBED AS BEGINNING AT THE NORTHWEST LOT CORNER; THENCE NORTHEASTERLY 64.11 FT ALONG NORTH LOT LINE; THENCE S 59-26-20 W TO THE WEST LOT LINE, THENCE NORTHWESTERLY TO THE POINT OF BEGINNING, ALSO ALL OF LOTS 11 TO 15, INCLUSIVE, ALSO LOT 16 EXCEPT THE NORTH 40 FT THEREOF, ALSO ALL OF LOT 19. ALSO EXCEPT PART OF LOTS 3 & 4 OF 'SCHLAACKSUB' & PART OF LOTS 10 & 11 OF "ASSESSOR'S PLAT NO 27" IN PARCEL DESCRIBED AS BEGINNING AT A POINT A DISTANCE OF S 63-11-50W 16.85 FT FROM THE SOUTHEAST CORNER OF SAID LOT 11; THENCE S 63-11-50 W 103.15 FT; TH S 59-26-20 W 99.61 FT; THENCE N 14-06-00 W 6.42 FT; THENCE M 59-26-20 E 217.53 FT; THENCE S 30-33-40 E 4.01 FT; THENCE S 63-11-50 W 16.19 FT; THENCE S 26-48-10 E 10 FT TO THE POINT OF BEGINNING; ALSO EXCEPT THAT PART OF LOT 11 OF "ASSESSOR'S PLAT NO 27" DESCRIBED AS BEGINNING AT THE SOUTHEAST LOT CORNER; THENCE S 63-11-50 W 16.85 FT; THENCE N 26-48-10 W 10 FT; THENCE N 63-11-50 E 16.19 FT; THENCE S 30-33-40 E 10 FT TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (AS SURVEYED):

ALL OF LOTS 1, 2, 5, 6, AND 7 AND PART OF LOTS 3, 4 AND 8 AND ALL OF VACATED BATES STREET (50 FEET WIDE) LYING NORTH OF NORTH LINE OF THE SOUTH 24 FEET OF SAID LOT 8 ,AS EXTENDED, OF "SCHLAACK SUBDIVISION" AS RECORDED IN LIBER 8 OF PLATS, ON PAGE 8 OF THE OAKLAND COUNTY RECORDS AND ALL OF LOTS 12, 13, 14, 15 AND 19 AND PART OF LOTS 11 AND 16 OF "ASSESSORS PLAT No. 27" AS RECORDED IN LIBER 6 OF PLATS, ON PAGE 46 OF THE OAKLAND COUNTY RECORDS ALL BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S.87°57'58"W. ALONG THE NORTH LINE OF WILLITS STREET (VARIABLE WIDTH), 135.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N.03°21'29"W., ALONG THE EAST LINE OF BATES STREET (50 FEET WIDE) 144.75 FEET; THENCE S.87°57'58"W., ALONG THE NORTH LINE OF THE SOUTH 24 FEET OF SAID LOT 8, AS EXTENDED, 149.46 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE N.20°27'45"W., 213.67 FEET TO AN ANGLE POINT ON THE WEST LINE OF SAID LOT 19; THENCE N.19°42'03"W., 208.20 FEET TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE N.75°37'07"E., 76.98 FEET TO AN ANGLE POINT ON THE NORTH LINE OF SAID LOT 19; THENCE N.69°26'20"E., 119.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 19, ALSO BEING THE NORTHWEST CORNER OF "BROOKSIDE HOMES CONDOMINIUM" AS RECORDED IN LIBER 29097, PAGE 719; THENCE S.30°37'54"E., 217.23 FEET TO THE SOUTHWEST CORNER OF SAID "BROOKSIDE HOMES CONDOMINIUM"; THENCE N.63°11'27"E., 184.74 FEET TO THE SOUTHEAST CORNER OF SAID "BROOKSIDE HOMES CONDOMINIUM"; THENCE S.30°33'40"E., ALONG THE WESTERLY LINE OF OLD WOODWARD AVENUE (VARIABLE WIDTH), 235.90 FEET TO THE NORTHEAST CORNER OF "327 NORTH OLD WOODWARD CONDOMINIUM" AS RECORDED IN LIBER 36760, PAGE 107; THENCE THE FOLLOWING (4) FOUR COURSES ALONG THE NORTH AND WEST LINES OF SAID "327 NORTH OLD WOODWARD CONDOMINIUM: (1) S.59°26'20"W., 217.53 FEET, (2) S.14°06'00"E., 6.42 FEET, (3) S.59°26'20"W., 0.39 FEET, AND (4) S.14°06'00"E., 171.28 FEET TO THE POINT OF BEGINNING.

EXISTING PARKING SPACES:

PARKING LOT	173
GARAGE	572
TOTAL	745

FLOOD HAZARD NOTE

BY GRAPHIC PLOTTING ONLY, A PORTION OF THE PROPERTY DESCRIBED ON THIS SURVEY LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE(S) AE & X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26125C0537F BEARING AN EFFECTIVE DATE OF 9-29-2006.

REVISIONS
06/11/2015 ISSUED PRELIMINARY SURVEY
07/02/2015 ISSUED FINAL SURVEY

DRAWN BY:
R. Peery

DESIGNED BY:

APPROVED BY:
B. Buchholz / K. Navaroli

DATE:
07-02-15

SCALE: 1" = 20'
20 10 0 10 20 30

NFE JOB NO. 1565

SHEET NO. 1

DOWNTOWN BIRMINGHAM 2016

A Master Plan for the City of Birmingham, Michigan

1 November, 1996
FINAL REPORT
(REVISED)

RECOMMENDATIONS, APPENDICES & IMPLEMENTATION

Andres Duany and Elizabeth Plater-Zyberk
Architects and Town Planners

Gibbs Planning Group, Inc.
Town Planning, Landscape Architecture, Retail Consulting

Glatting Jackson Kercher Anlin Lopez Rinehart
Community Planning and Traffic Engineering

The Green Group, Inc.
Market Research

Mckenna Associates, Inc.
Community Planning and Urban Design

- Appendices G – 1 and G – 6.
- Illus. 54 and 55.

SPECIFIC PROJECT 6: THE WILLITS BLOCK

Finding: The superblock behind the North Woodward Garage has development potential.

Discussion: Behind the North Woodward Garage is a large site overlooking the Rouge River Park that is now used as a surface parking lot. It has the potential for expanding the existing parking deck by a contiguous addition (avoiding the need for additional ramps). But it is too beautiful a site, facing the park as it does, to reserve entirely for parking.

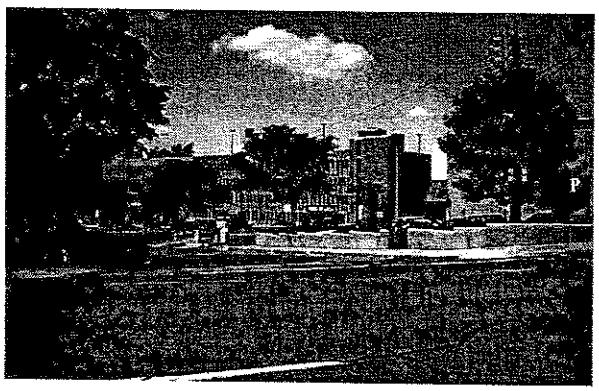
The site could be edged with apartments or townhouses facing the park, facing the Baptist Church, and facing Willits Street, masking the parking deck in the process. This housing could be built before the parking expansion, because the Woodward Garage is under-utilized.

The street formed by the new housing would be an extension of Bates Street and would continue on to Old Woodward by occupying the deck's north-side service road. The sale of these edge parcels for housing would create a one-time fund for the City (perhaps to be used for the Shain Park and Martin Street Specific Projects.)

Recommendation: Sell the edges of the Willits site, perhaps no deeper than 30 feet, to a housing developer, and retain the rest for the parking deck expansion. When sold for development, this special project has the potential of raising a substantial one-time revenue for the City.

References:

- Precedent: Some successful and very shallow townhouses screening parking decks at Mizner Place, Boca Raton, Florida.
- Appendices G – 1 and G - 7.
- Illus. 56.



Illus. 56. The City-owned parking lot at Willits is an excellent site for housing and for additional parking as an extension to the existing parking deck.

SPECIFIC PROJECT 7: PIERCE STREET GARAGE

Finding: The Pierce Street Garage creates awkward, under-utilized residual spaces.

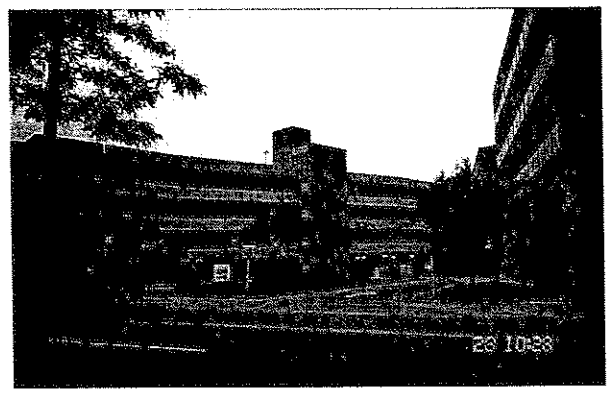
Discussion: Two of the residual spaces around the Pierce Street Garage are landscaped as mini-parks, which are redundant given the proximity of Shain Park. A third residual space is an unnecessarily large and duplicative access driveway system. Its three existing driveways could be consolidated into a single system passing underneath a new building. Each of the three residual spaces is large enough to contain an infill building (contiguous with the deck's walls), with first-floor retail and upper-floor apartments.

Recommendation: Sell or lease these three valuable parcels of urban land for development, thereby masking the deck and completing a retail loop. This specific project could create an ongoing source of revenue for the City.

References: This has never been done as a redevelopment project before.

- Appendices G – 1 and G – 8.
- Illus. 57, 58, and 59.

Illus. 57. Residual areas around the Pierce Street Garage are opportunities for installing liner buildings.



Illus. 58. There are gaps around the Pierce Street garage that commend themselves as excellent building sites.

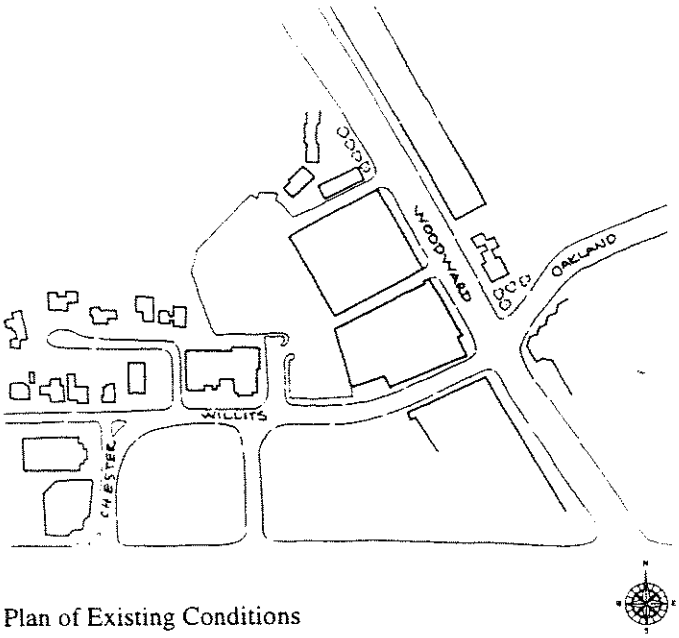
SPECIFIC PROJECT 8: MAPLE GATEWAY

Finding: One of the main entrances to Birmingham's CBD is on Maple Road and Hunter Boulevard, which is currently flanked by two gasoline stations.

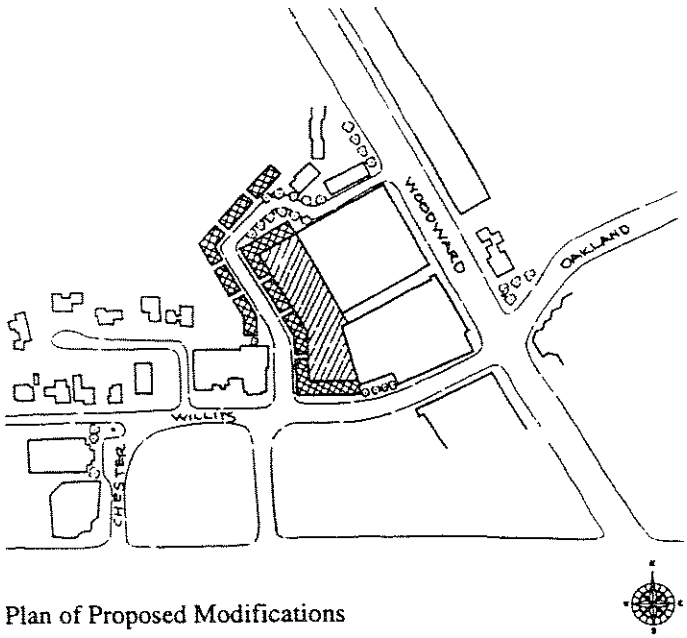
Discussion: As a site for a more urban building, the lot north of Maple is too small to contain its own on-site parking, but the Park Street Garage is near enough to fulfill the need. The site to the south is substantially larger. It is adequate, not only for a habitable building, but for a substantial parking deck. The portions of these sites' buildings which front Maple as a pair could form a significant gateway to downtown. Each building should be designed with reference to the other: they should share a similar height, massing and, as much as possible, architectural syntax.

Illus. 59. This type of glass storefront may be used to mask the Pierce Street Garage, although a multi-story mixed-use building would do better.

SPECIFIC PROJECT 6: WILLITS BLOCK



Plan of Existing Conditions

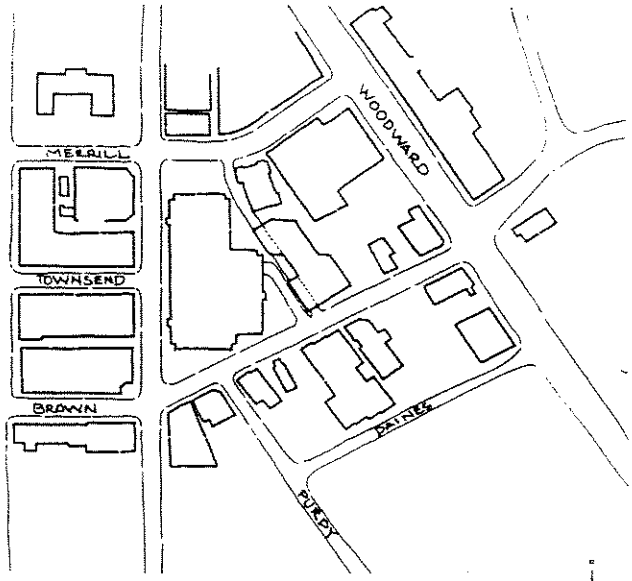


Plan of Proposed Modifications

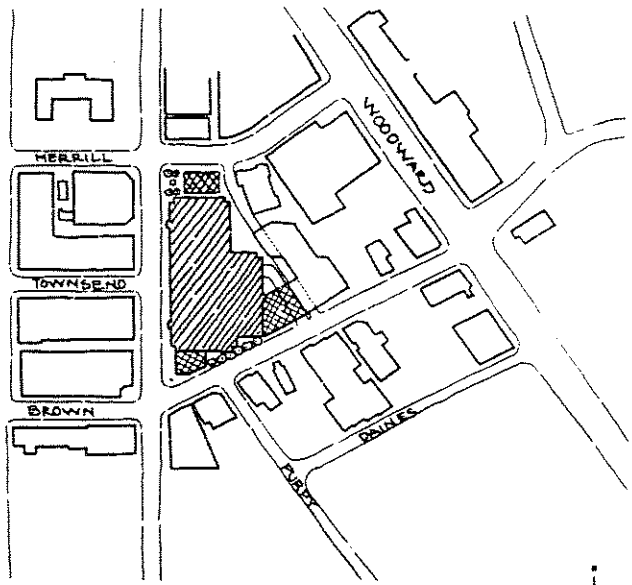
Parking Deck

Residential Liner Building

SPECIFIC PROJECT 7: PIERCE STREET PARKING DECK



Plan of Existing Conditions



Plan of Proposed Modifications

Parking Deck

Mixed-Use Liner Building

MEMORANDUM

SUBJECT

525 Avis Drive, Suite 1
Ann Arbor, MI 48108

Office: 734.663.1070
Fax: 734.663.1717
www.walkerparking.com

DATE:	October 4, 2013
TO:	Paul O'Meara
COMPANY:	City of Birmingham
ADDRESS:	
CITY/STATE:	
CC:	
HARD COPY TO FOLLOW:	No
FROM:	Mike Johnson
PROJECT NAME:	Pierce St. Vertical Expansion Feasibility Study
PROJECT NUMBER:	20-1405.00
SUBJECT:	Summary of Results

Overview

The City of Birmingham has requested that Walker provide a concept level feasibility study of the possibility of adding two (2) floors to the Pierce Street Parking Structure. This would increase the parking capacity of the structure from approximately 720 spaces today to approximately 1000 spaces, for a net gain of approximately 280 spaces. Walker had reviewed this question for the City in 1999 and, as construction costs, condition of the structure and building design codes have all changed significantly in the intervening 14 years, we have provided this brief summary to provide more current information.

The proposed expansion would add two (2) floors to the structure. Pierce Street was originally designed for this loading, and we have reviewed the current codes to obtain an indication of how they might affect the feasibility of the project. We see no reason that the project would incur any major costs for structural upgrades or reinforcing under current codes. This conclusion is based on a similar review that Walker did for this structure in 1999, with updates related to current design codes. This is not a substitute for a thorough analysis of the structure that would be required if the project moves forward, but is a good general indicator that structural remediation (if any) will not be extensive or costly. We are able to offer this due to our previous experience with this structure and suggest it may remove some uncertainty from your review process.

Construction Cost

We have attached an opinion of probable cost for the project based on experience with recent bids for new construction projects supplemented by our judgment regarding the project conditions. We expect the base construction cost for the project to be on the order of $7.2 million, or approximately $26,000 per parking space. After allowing what we consider to be conservative allowances for contingency, design, testing and other soft costs, we suggest that a total project budget of $9.0 million, or $32,000 per space, is reasonable.

Life Cycle Costs – Repair & Maintenance

Due to the age of the structure, there will be some concern that the City is investing in a project that will have a shortened life and a shorter payback period. This concern is realistic considering the existing structure is 45 years of age. On the other hand, Birmingham has always made an effort to maintain facilities in good condition and has been more aggressive in maintenance work than many owners. We have suggested a 30 - 35 year life cycle as reasonable to evaluate this project.

We have provided projections for future maintenance of the original portion of the structure as part of this study for your consideration. This projection is based on our experience with this facility in major repair projects in 2002/2003 and 2011/2012, and assumptions regarding the acceleration of maintenance costs with age. Overall, our assumption for future maintenance is that with the continuation of regular repair and preventative maintenance projects on a 7 year cycle, the general template of patching repairs can be continued over the next 28 years, with the total life of the facility extending 30 – 35 years.

The projections of future costs assume that select system replacement and upgrade work will be done to the original structure at the same time the vertical expansion is constructed, including replacement of the original drainage pipes and installation of an upgraded (current code compliant) vehicle barrier/pedestrian guard at the edges of the interior ramped bays. We have also assumed that light fixture replacement will be required in both the original structure and the vertical expansion structure approximately 20 years in the future. Beyond this, we have not accounted for discretionary system replacement such as elevator replacement or Parking Access and Revenue Control (PARCs) system replacement.

Opinion of Probable Cost
Pierce Street Parking Structure Vertical Expansion
Birmingham, Michigan 3-Oct-13 20-1405.00.00

Horizontal Dimensions: 340 ft x 210 f				
Standard Stall Dimensions: Per existing		GROSS AREA		
		GRADE (sf)	SUPPORTED (sf)	CARS (#)
VERTICAL ADDITION 1			51,000	140
VERTICAL ADDITION NEW ROOF			51,000	140
	ON GRADE	0		
TOTALS	SUPPORTED		102,000	
	COMBINED	102,000		280
		SQUARE FEET PER CAR:	GROSS sf/car	364
		SUPPORTED CARS=		280

TOTAL SQUARE FEET (GROSS) 102,000

ITEM	DESCRIPTION	UNIT	TYPICAL COST/UNIT	QUANTITY	COST	$/SF	REMARKS
1	DEMOLITION & PREP - Stair & elevator tops	EA	$35,000.00	3	**$ 105,000**	$1.03	
2	COLUMN CONNECTIONS AT ROOF	EA	$500.00	56	**$ 28,000**	$0.27	
3	COULMNS - FORM & PLACE	EA	$3,200.00	56	**$ 179,200**	$1.76	$1000/cy
4	FLOOR SLAB	SF	$35.00	102,000	**$ 3,570,000**	$35.00	Note 5
5	EXTEND STAIR/ELEV TOWERS	SF	$300.00	2,200	**$ 660,000**	$6.47	Note 1
6	SPANDREL / BUMPER WALL	LF	$300.00	2,100	**$ 630,000**	$6.18	Note 3
7	EXPANSION JOINTS	LF	$100.00	450	**$ 45,000**	$0.44	
8	SEALANTS AND CAULK	SF	$0.50	102,000	**$ 51,000**	$0.50	
9	STRIPING	SF	$0.10	102,000	**$ 10,200**	$0.10	
10	ELECTRICAL	SF	$3.00	102,000	**$ 306,000**	$3.00	
11	PLUMBING	SF	$1.00	102,000	**$ 102,000**	$1.00	Note 2
12	STANDPIPES	SF	$0.75	102,000	**$ 76,500**	$0.75	.
13	REINFORCE STAIR FOOTINGS	EA	$35,000.00	3	**$ 105,000**	$1.03	
14	INTERIOR METAL GUARDRAILS	LF	$100.00	600	**$ 60,000**	$0.59	
15	ELEV. EQUIP. RELOCATION	EA	$75,000.00	2	**$ 150,000**	$1.47	
16	**Subtotal Trades**				**$ 6,077,900**		
17							
18	**GENERAL CONDITONS & SITE CONTROLS**		10.00%		$ 607,790		
19	**OVERHEAD AND PROFIT**		8.00%		$ 486,232		
		TOTAL CONST.			**$ 7,171,922**	$70.31	
		CONTINGENCY	10%		$ 717,192	$7.03	
		ENG & TESTING	15%		$ 1,075,788		Note 4
		BUDGET			**$ 8,964,903**	**$87.89**	

CONST. COST PER CAR	**280**	**$ 25,614**	**$/CAR**
TOTAL W/ CONT. & ENG	**280**	**$ 32,018**	**$/CAR**

NOTES
1 Extend stair/elev 2 floors, plus roof
2 Drain replacments for existing deck included in maintenance estimate
3 Allowance - Existing exterior is complicated to replicate.
4 Allowance used for budgeting only. Includes construction phase testing & inspection.
5 This unit cost has been validated by two major SE Michigan Contractors

Pierce Street Parking Structure - Expansion and Maintenance Costs						
	Year 1	Year 7	Year 14	Year 21	Year 28	Year 35
		New Addition Construction				
Construction of New 2 Level Vertical Addition	$ 9,000,000					
		Addition Repair and Maintenance				
Concrete and Waterproofing Maintenance	$ -	$ 107,000	$ 160,000	$ 214,000	$ 321,000	$ -
Lighting Fixture Replacement (2 addition levels)				$ 102,000		
		Original Structure Repair and Maintenance				
Concrete and Waterproofing Maintenance	$ 2,710,000	$ 2,981,000	$ 3,388,000	$ 3,930,000	$ 4,336,000	$ -
Drainage System Replacement (original structure)	$ 186,000					
Interior Ramp Bays - Barrier/Guard Upgrade	$ 288,000					
Lighting Fixture Replacement (original structure)				$ 307,000		
Demolition and New Deck Construction						
Subtotal	$ 3,184,000	$ 2,981,000	$ 3,388,000	$ 4,237,000	$ 4,336,000	$ -
GRAND TOTAL	**$ 12,184,000**	**$ 3,088,000**	**$ 3,548,000**	**$ 4,553,000**	**$ 4,657,000**	**$ -**

ALL COSTS ARE IN 2013 DOLLARS

FEASIBILITY STUDY

PIERCE STREET PARKING FACILITY EXPANSION

BIRMINGHAM, MICHIGAN

Prepared for:
CITY OF BIRMINGHAM

February 1, 1999

Mr. Dennis Dembiec, P.E.
Director of Public Works
City of Birmingham
151 Martin St.
Birmingham, MI 48009

Re: Pierce Street Parking Facility Expansion.
Project No: 4412.00

Dear Dennis:

Thank you for the opportunity to assist you with the review and evaluation of a possible expansion of the Park Street Parking Facility. We have included our structural evaluation as well as the cost and financial comparisons you requested. We would be pleased to discuss any of the issues raised in this report further if you require. Please call if you have any questions.

We are pleased to be of service to the City of Birmingham and look forward to assisting you in the future.

Sincerely,
Walker Parking Consultants/Engineers Inc.

Michael E. Johnson, P.E.
Manager

TABLE OF CONTENTS

SUMMARY 1

STRUCTURAL SUMMARY 2

COST ESTIMATES 4

FINANCIAL ANALYSIS 5

ATTACHMENTS

ATTACHMENTS

- Expansion Cost
- Projected Maintenance Expenses
- Financial Analysis
- Brown Street Exit Plan

SUMMARY

The City of Birmingham has requested that Walker Parking Consultants evaluate the structural design and cost issues related to the addition of two levels of additional parking to the Pierce Street Parking Facility. We have completed this review and present our findings in this report. The discussion and financial estimates address three basic issues:

- The structural feasibility of expanding the parking facility with similar construction. This would increase the parking capacity from 720 spaces to approximately 1000 spaces.

- The expected construction costs of the expansion and the expected maintenance costs for the entire facility.

- A financial comparison of the alternatives including maintaining the structure at it's current capacity, expanding as noted above and, as a point of reference, a comparison to replacement costs for a new structure.

Any decision regarding the future of this facility will depend on the cost information provided as well as many planning issues that are not addressed in this review. This report is provided to assess the financial aspects of the expansion. The City of Birmingham will need to address the parking demand, traffic and target service areas for this expansion independently.

An increase of this size will affect the required entry/exit capacity for the facility. As it will be difficult to add capacity at the Pierce St. entry/exit, we have suggested a conceptual plan for an increase in the number of entry and exit lanes for the Brown St. side of the facility. Actual needs for this location may vary, but the suggested layout demonstrates the feasibility of adding two (2) equipment lanes to the three (3) that are present now. This will be sufficient for the proposed project.

In general, we find that the facility is in good condition for it's age and that the Pierce Street Parking Structure will continue to provide cost effective parking for a 25 to 30 year period. We have assumed a 25 year planning period for this analysis. The financial analysis indicates that the expansion option will require a considerably higher annual expected expense due the need to amortize the construction costs over a fairly short time frame, but this is still favorable when compared to the replacement costs of the same amount of parking. The City may explore other alternatives but, if the parking demand in this location should increase or otherwise justify the project, we suggest that the expansion option does provide a realistic development alternative.

STRUCTURAL SUMMARY

The purpose of this analysis was to assess the feasibility of a vertical expansion of the structure based on the structural capacity of the original design. In order to assess the overall feasibility without the need for an exhaustive analysis of every component, we performed a computerized structural analysis of selected representative frames and column lines. In our judgement and experience, these will be the controlling factors in design. Due to the amount of repetition and similarity in the original design, we have a high level of confidence that this approach provides a good review of the overall feasibility. While there may be some issues that become apparent if the project proceeds, we find that the expansion is feasible from a structural point of view. There do not appear to be any major non-compliant items that will significantly increase the cost of the proposed project. We do find selected items where some structural reinforcing may be required and have allowed for those modifications in the cost estimate.

The facility is a five level cast in place concrete structure with a 12.5 inch thick "two way flat slab" concrete floor slab. The floor design supports gravity loads, and concentrated "strips" of reinforcing along the column lines also act as part of the lateral loads (wind) resisting frames. The original design code required that wind be considered in design but recent versions of the BOCA code also require that basic seismic loads also be addressed. Our analysis considered the current seismic loads required by BOCA 1996.

For efficiency, Walker analyzed a typical east/west frame of the parking structure consisting of two columns and the affected portion of the floor. As there are six columns in each north/south frame line and the loads are similar, we did not conduct an analysis of this frame direction for the parking structure. We also performed analysis of the stair/elevator tower in both the east/west and north/south direction. Since the framing in the two other stair towers is similar, we have used our analysis of the stair/elevator as representative.

Some specific observations follow:

For the parking structure, the currently required seismic loadings are 2 to 2.5 times greater than the original wind loads. Despite this increase, we find that the typical columns and floor strips are only loaded to approximately 60% to 70% of their theoretical capacity.

We suspect that the additional capacity is due to the use of conservative design methods that were in practice at the time the structure was built. This result does not consider the effects of corrosion or deterioration of the reinforcing for the last 30 years. Since the structure has been maintained fairly well and there is adequate margin in the results, we do not see the need for the expense of a physical inspection of the reinforcing for a more exact evaluation at this time. Some inspections may be prudent if and when the design of the expansion takes place.

The results for the stair/elevator tower are similar. The columns have considerable additional capacity and the beams that participate in the lateral load system have 10% to 20% more strength than required for current load requirements. Because of the lighter floor system in the stair, the seismic loads are proportionately smaller and the wind condition still controls the design.

We have identified certain portions of the foundations where calculated loads exceed the design capacity by some amount. For the typical footing under gravity loads only (self weight plus live loads), the soil pressure is approximately 95% of the capacity stated on the original drawings. This is adequate and complies with the code requirements.

For the wind load condition, we find that the typical footing soil pressure is 3% over allowable and consider this negligible.

For the seismic loads, we find that the soil pressure is approximately 12% over allowable based on a linear analysis of the soil pressure at the extreme edge of the footing. We consider this an acceptable situation for the extreme, short-term earthquake loading. Factors of safety for actual soil capacity are typically in the range of 2 to 2.5. As a result, the 12% excess is a small portion of the actual capacity of the soil. In addition, the original design specifications required test drilling every foundation location before construction, and there are no signs of settlement or movement of the structure after 30 years. This gives added credibility to the soil capacity listed in the specifications and reduces any concern about the slight overstress for this extreme condition.

We did identify one area of concern where calculated loads are above acceptable levels by approximately 25%. There are several footings near the stairs that support both parking deck columns and stair columns. This condition produces loads that are offset from the center of the footing and produces pressures at one edge of the footing that are much higher than desired. In this case, we recommend that the situation be corrected as part of the expansion project. This can be done by excavating and extending the footing, or tying it to an adjacent footing to distribute the load. We have not identified a specific repair, but have allowed for this effort in the cost estimate.

For reference, our review of code requirements included a check for strength as well as selected detailing requirements for main members per the standards in effect for new constriction. BOCA 1996 (p. 1614.2) requires that an existing structure comply with the current design code if an addition will increase the loads on the structure by more than 5%. We conducted our review according to loads specified in the BOCA 1996 standard and evaluated structural capacity in accordance with the American Concrete Institute ACI 318/95, the structural design code in effect at this time. As this structure is in an area of low seismic risk, the special seismic detailing requirements of ACI 318/95 (Chapter 21) do not apply. With minor exceptions, the column and slab details meet the standard provisions of ACI. These issues relate to detailing and construction practice and are not expected to affect the strength of the structure.

COST ESTIMATES

Construction Cost

Walker's opinion of probable construction cost is included with the attachments. Our approach has been to use typical industry expenses for major items and adjust the expected prices for factors that will affect the project. Some of these include the level of difficulty working near existing facilities and the relatively small size of the project compared to the fixed contractor costs for mobilization and management of the project. Our assumptions are as follows:

Costs are in 1998 dollars. The City may apply escalation factors depending on the year the work is proposed.

We do not have design specifications or details for the three elevators, nor have we conducted an inspection of their condition. These are the sheave type with hoists located in a penthouse at the top of the towers. They will need to be removed, stored and reinstalled at the new top level. We have included an allowance for equipment relocation but we suggest the City of Birmingham independently check this allowance with the elevator service contractor you currently employ. We have provided an estimate for the costs of the physical extension of the shaft and stairs.

Costs are based on expansion of the facility with architectural details and type of construction similar to the existing.

We have not allowed for any other improvements to the structure, graphics, lighting or other features that the City may consider in the future. The proposed expansion will probably require that the City increase the capacity of the Brown St. entry/exit area and we have attached a plan of one possible approach.

Maintenance Costs

We have provided maintenance cost estimates based on industry norms and our experience with this structure. The existing structure is 30 years old and will have higher maintenance costs that a new facility. We have attempted to provide a comparison that will allow the City to evaluate the investment for the proposed vertical expansion.

The City of Birmingham typically maintains it's parking system in better condition than industry average but we suggest that, even with an aggressive maintenance program, the economic life span of the existing structure cannot be expected to be more that an additional 25 to 30 years. We have used 25 years in this analysis and have assumed than the structure will be abandoned at the end of that period.

The average repair cycle (time between significant restoration projects) for the industry is approximately 7 years depending on the type of client and age and use of the facility. Since the City maintains a high standard for the condition of it's facilities, maintenance cycles are more on the order of 4 to 5 years. Our cost estimates are based more on the industry average period and are meant only to provide a general indicator over time. Actual work at the structure may occur more or less frequently, as conditions require.

FINANCIAL ANALYSIS

The attached table summarizes several alternatives according to both net present value of the investment and an equivalent annual expense over the expected life of the structure. To help review this information, we have provided these estimates both in terms of total costs and on a "per parking space" basis. The options included are:

Status Quo: Maintain the structure at its current capacity. This provides approximately 720 parking spaces for an assumed service life of 25 years.

Expansion: Add two levels to the existing facility. This will increase the capacity to approximately 1000 spaces. The expected service life of this option is also approximately 25 years based on the condition of the existing portion of the structure.

Replacement: For comparison, we have also listed the expected costs to replace the existing structure with a new facility. We do not suggest that this is a realistic possibility in the short term, but the annual costs for this option may be an interesting benchmark for the proposed expansion. With current practices, the expected life of a new facility will be on the order of 50 years, and the annual maintenance costs will be significantly lower than for the proposed expansion. For this option to be meaningful, the City of Birmingham must either demolish the existing structure or replace it in a different location. Since we have little information regarding land costs in Birmingham, we have presented the option as if the existing structure were to be demolished. We have allowed for $350,000 for this item and shown it as part of the initial cost. If the City prefers to consider replacement at a different location, this cost item can be factored based on the expected cost of the land required.

Assumptions

Most significantly, we have assumed the economic life span of the structure can be extended for an additional 25 years. This time period is somewhat longer than industry averages for a facility of this period and would result in a 55 year total life span. We have taken this approach for several reasons. The structure is in generally good condition, having been maintained well for the last 10 to 12 years. In addition, the City of Birmingham has adopted a regular and thorough maintenance program for all of the existing parking facilities.

We feel that this policy will allow repair of the inevitable problems before maintenance costs become extreme. We have also assumed that, if the City pursues this option, the level of regular maintenance will be increased to protect the investment in the new portion of the structure. This would entail traffic coating for the entire structure and an increased level of repair and maintenance. We have allowed for the probable costs of this effort in our analysis.

We have also considered a difference in the escalation rate of construction costs and the rate of return used to evaluate the present value of different options. The rate of escalation of construction costs for restoration and maintenance has been significantly lower than the general rate of inflation for the last 5 to 10 years. This is due to increased competition and changes in the technology of producing and installing the materials used for this industry. In addition, the discount rate for alternative investments or use of City funds may be significantly higher than the change in the Consumer Price Index. We have attempted to allow for this difference in the

attached table. Any estimate will be subject to discussion on these issues, and we have provided the specific factors for your information. The City's experience may indicate that slight adjustments are reasonable. For the purposes of this analysis, we have assumed the escalation rate for construction repairs to be 3.0% annually. We have assumed the discount rate, or cost of financing, to be on the order of 7%. For your reference, we have also provided a similar analysis assuming a discount rate of 5%.

Our review is intended to provide cost information related to construction and repair options for the facility and an overall financial comparison of these options as they appear at this time. While we cannot anticipate every eventuality, change in usage, or level of maintenance in the future, these estimates do provide reasonable comparisons for your use in the decision process at this time.

We have included initial construction costs and maintenance/repair costs in this analysis. Operating costs and expected revenue will also differ slightly and should be considered in the evaluation.

City of Birmingham
Pierce Street Parking Facility Vertical Expansion

Probable Construction Cost 30-Jan-99

TOTAL SQUARE FOOTAGE 102,000

ITEM	DESCRIPTION	UNIT	TYPICAL COST/UNIT	QUANTITY	COST	REMARKS
1	DEMOLITION & PREP	EA	$40,000.00	1	$40,000.00	Stair & wall
1	COLUMN CONNECTIONS AT ROOF	EA	$300.00	56	$16,800.00	
2	COULMNS - FORM & PLACE	EA	$1,200.00	56	$67,200.00	$400/cy
3	FLOOR SLAB	SF	$20.00	102,000	$2,040,000.00	
4	SPANDREL / BUMPER WALL	LF	$80.00	2,100	$168,000.00	
5	EXPANSION JOINTS	LF	$100.00	450	$45,000.00	
6	SEALANTS AND CAULK	SF	$0.50	102,000	$51,000.00	
7	STRIPING	SF	$0.04	102,000	$4,080.00	
8	SIGNAGE	SF	$0.20	306,000	$61,200.00	Note 1
9	ELECTRICAL	SF	$1.75	102,000	$178,500.00	
10	PLUMBING	SF	$0.50	102,000	$51,000.00	
11	REINFORCE STAIR FOOTINGS	EA	$10,000.00	3	$30,000.00	
12	INTERIOR METAL GUARDRAILS	LF	$60.00	600	$36,000.00	
13	STAIR/ELEVATOR TOWERS	SF	$150.00	1,575	$236,250.00	Note 2
14	ELEV. EQUIP. RELOCATION	EA	$20,000.00	3	$60,000.00	Note 3
15	PARKING & REVENUE CONTROL	LS	$200,000.00	1	$200,000.00	Note 4
	GENERAL CONDITIONS	LS	10%	1	$328,503.00	
						SQ. FT. Costs
	Construction Cost / Space $12,905.48	SUBTOTAL			$3,613,533.00	$35.43
		CONTINGENCY	10%		$361,353.30	
		ENG & TESTING	15%		$542,029.95	
		TOTAL			$4,516,916.25	$44.28
			CARS =	280	$16,132	$/CAR

NOTES
1. Allownce for industry typical graphics for entire structure. Owner may elect more elaborate signage.
2. Includes 2 floors plus penthouse at each of 3 stairs for total of 1575 sf.
3. Estimated cost for removal, temporary storage and reinstallation of elevator hoist equipment. Does not allow for upgrades. Elevator allowance assumes equipment is originally designed for vertical expansion similar to the parking structure.
4. See report. We have included an allowance for additional exit lanes
5. Unless specifically noted, costs represent the cost related to the additional floors. It is assumed that capacity of electrical, and plumbing is adequate for the expansion

City of Birmingham
Pierce Street Parking Facility Maintenance Projections

30-Jan-99

CURRENT CAPACITY 720 SPACES

Year				96/97	2003	2010	2017
Description	Units	Base Quantity	Unit Price	**Quantity/ Cost**	**Quantity/ Cost**	**Quantity/ Cost**	**Quantity/ Cost**
Concrete Overlay Repair	SF	85000	$10.00	7700 $77,000	15000 $150,000	30000 $300,000	30000 $300,000
Structural Floor	SF	204000	$25.00	500 $12,500	1500 $37,500	3000 $75,000	6000 $150,000
Ceiling & Overhead	SF	204000	$60.00	1350 $81,000	2000 $120,000	2500 $150,000	3000 $180,000
Columns, walls, other structural concrete	N/A	N/A	N/A	$13,600	$15,000	$20,000	$25,000
Masonry and Stairs	N/A	N/A	N/A	25,950	$10,000	$10,000	$10,000
Expansion Joints	LF	900	N/A	$47,100	$50,000	$60,000	$70,000
Cracks & Sealant	LF	N/A	$3.00	8,434 $25,302	5000 $15,000	5000 $15,000	5000 $15,000
New Deck Coating	SF	N/A	$3.00	26200 $78,600	52000 $156,000	0 $0	0 $0
Repair Deck Coating	SF	N/A	$4.00	4975 $19,900	6000 $24,000	7500 $30,000	9000 $36,000
Recoat Deck Coating	SF	N/A	$1.50	117,200 $175,800	117,200 $175,800	204,000 $306,000	204,000 $306,000
Penetrating Sealer	SF	N/A	$0.40	52000 $20,800	0 $0	0 $0	0 $0
Miscellaneous	N/A	N/A		$13,397	$15,000	$20,000	$25,000
Totals Per Repair Cycle				**$577,552**	**$753,300**	**$966,000**	**$1,092,000**
Annual Total				**$82,507**	**$107,614**	**$138,000**	**$156,000**
Annual Total per Parking Space				**$115**	**$149**	**$192**	**$217**
Annual Total per Suqare Foot				**0.40**	**0.53**	**0.68**	**0.76**

Proposed Addition Maintenace Costs

Number of Spaces 280 Total Area 102000

Annual Total per Square Foot	**$0.10**	**$0.15**	**$0.25**
Annual Total per Parking Space	**$36**	**$55**	**$91**
Annual Total	**$10,200**	**$15,300**	**$25,500**

Grand Average Maintenance Costs

Number of Spaces 1000 Total Area 306000

Annual Total per Square Foot	**$0.39**	**$0.50**	**$0.59**
Annual Total per Parking Space	**$118**	**$153**	**$182**
Annual Total	**$117,814**	**$153,300**	**$181,500**

Notes
1. Equipment costs (elevator maintenance, revenue control obsolescence) not included
2. All costs in 1998 dollars
3. 96/97 year prices are industry averages and do not match actual bids for the work. Included for reference only
4. Maintenance costs for slab on grade level assumed to be negligeable. Floor areas only include supported floors. Resulting total represents entire parking facility within the limits of the accuracy of the estimate.

City of Birmingham
Pierce Street Parking Facility - Financial Analysis

DISCOUNT RATE 7% 30-Jan-99

EXPANSION OPTION	1-Jan-99	1-Jan-03	1-Jan-10	1-Jan-17	1-Jan-25
Initial Costs (2 levels)	$4,517,000	$0	$0	$0	$0
Expected Maintenance	$0	$929,990	$1,480,740	$2,162,400	$0
Subtotal	$4,517,000	$929,990	$1,480,740	$2,162,400	$0

Financial Summary			TOTAL COST	COST PER SPACE
Net Present Value	SPACES	1,000	**$6,568,635**	**$6,569**
Annulaized Costs	YEARS	25	**$563,658**	**$564**

STATUS QUO	1-Jan-99	1-Jan-03	1-Jan-10	1-Jan-17	1-Jan-25
Initial Costs	$0	$0	$0	$0	$0
Expected Maintenance	$0	$929,990	$1,480,740	$2,162,400	$0
Subtotal	$0	$929,990	$1,480,740	$2,162,400	$0

Financial Summary			TOTAL COST	COST PER SPACE
Net Present Value	SPACES	720	**$2,051,635**	**$2,849**
Annulaized Costs	YEARS	25	**$176,052**	**$245**

REPLACEMENT FACILITY	1-Jan-99	1-Jan-03	1-Jan-10	1-Jan-17	1-Jan-25
Initial Costs	$7,350,000	$0	$0	$0	$0
Expected Maintenance	$0	$27,685	$50,715	$83,300	$0
Subtotal	$7,350,000	$27,685	$50,715	$83,300	$0

Financial Summary			TOTAL COST	COST PER SPACE
Net Present Value	SPACES	700	**$7,419,820**	**$10,600**
	COST/CAR *	$10,500		
Annulaized Costs	YEARS	50	**$537,639**	**$768**

* Includes $350,000 allowance for demolition of existing structure

City of Birmingham
A Walkable Community

PIERCE PARKING DECK EXPANSION STUDY

JANUARY 12, 2015

1. Chester Street 880 Spaces
2. N. Old Woodward 745 Spaces
3. Park Street 811 Spaces
4. Peabody Street 437 Spaces
5. Pierce Street 706 Spaces

Site Context Plan

Scale: NTS

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Existing View: East at Pierce & Brown

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Proposed View: East at Pierce & Brown

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Existing View: East at Townsend Street

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Proposed View: East at Townsend Street

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Existing View: South at Pierce Street

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Proposed View: South at Pierce Street

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Existing View: South at Merrill Street

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Proposed View: South at Merrill Street

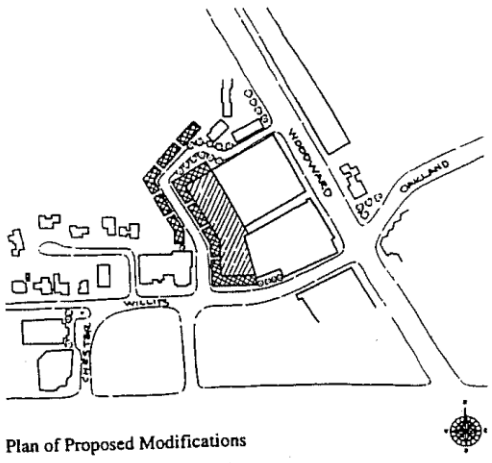
PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Existing View: South Entry at Brown Street

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015

Proposed View: South Entry at Brown Street

PIERCE PARKING DECK EXPANSION
BIRMINGHAM, MICHIGAN
JANUARY 12, 2015



Planned Future Use

Plan Recommendation: Sell the edges of the Willits site, perhaps no deeper than 30 feet, to a housing developer, and retain the rest for the parking deck expansion. When sold for development, this special project has the potential of raising a substantial one-time revenue for the City. Source: Downtown Birmingham 2016

Alternative 1- Deck expansion with through road access under level one and two, new townhomes and mixed use development.

Additional Parking: Approximately **230** additional deck spaces, totaling **786** spaces (compared to 556 deck spaces today) **42** surface lot spaces (compared to 154).

Residential Development: Townhomes and a mixed use development are shown.

Commercial Development: Commercial development to be located in new mixed use building

Estimated Cost*: $8,550,000 (including full façade renovation for existing structure)

Through Road Access: Yes

Alternative 2- Deck expansion, mixed use construction

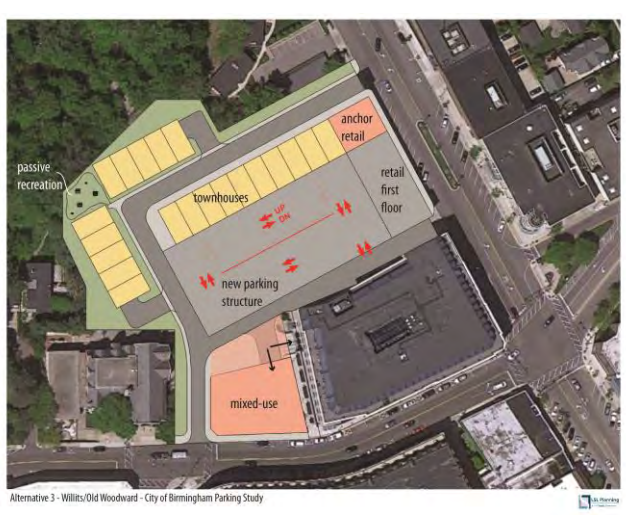
Additional Parking: Approximately **325** additional deck spaces, totaling **881** in the garage, plus **99** surface lot.

Residential Development: Limited. In the mixed use development only.

Commercial Development: in the mixed use development.

Estimated Cost*: $9,600,000 (including full façade renovation for existing structure)

Through Road Access: No



Alternative 3- New deck, retail and max residential.

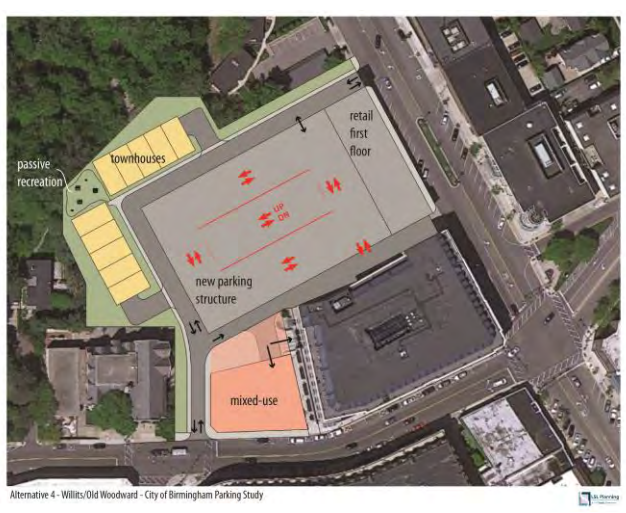
Additional Parking: Approximately **58** additional deck spaces, totaling **608** in the garage. No Surface parking.

Residential Development: Townhomes and a mixed use development are shown.

Commercial Development: First level retail in the deck along Old Woodward and within the mixed use building.

Estimated Cost*: $13,475,000 (incl. demolition of existing structure)

Through Road Access: Yes



Alternative 4- New deck, first floor retail, limited housing

Additional Parking: Approximately **361** additional spaces, totaling **911** in the garage. No Surface parking.

Residential Development: Limited. Townhomes and a mixed use development are shown.

Commercial Development: First level retail in the deck along Old Woodward and within the mixed use building

Estimated Cost*:$19,625,000 (incl. demolition of existing structure)

Through Road Access: Yes

*Cost estimates provided by Carl Walker Inc. are in 2015 dollars and Based on a general evaluation and comparison to costs for similar structures.

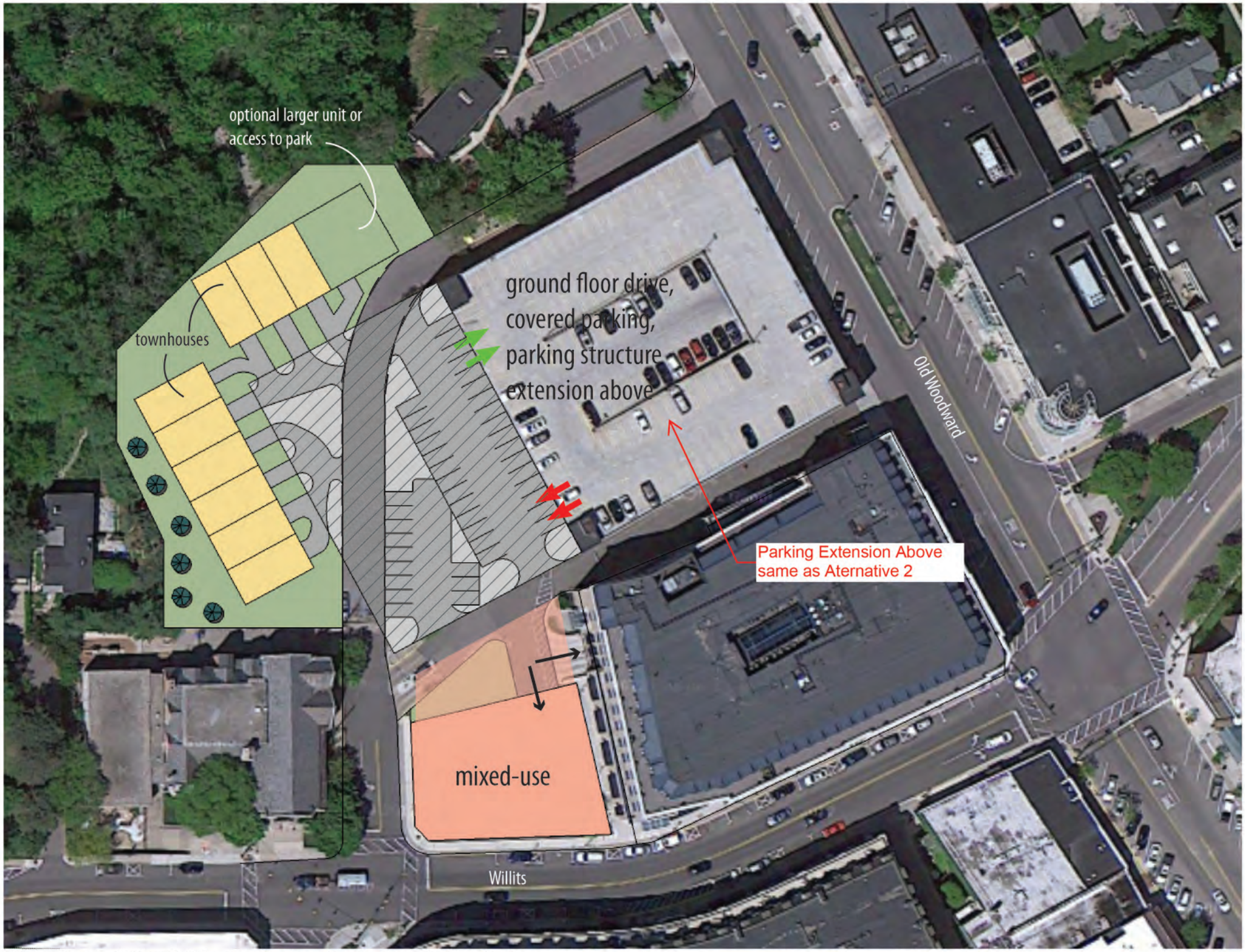
N. OLD WOODWARD AVE. PARKING STRUCTURE & LOT
(PARKING LOT #5)

PRELIMINARY USAGE STUDY (JANUARY, 2015)
SUMMARY OF OPTIONS

ALT. #	DESCRIPTION	PARKING SPACE NET GAIN	CONSTR. COST (PARKING ONLY) (millions)	COST PER NEW SPACE	COST PER TOTAL SPACE	COMM. SPACE WILLITS (SOLD) (GROSS SQ.FT.)	RETAIL SPACE OLD WWD. (LEASE) (GROSS SQ.FT.)	COMM. SPACE OLD WWD. (SOLD) (GROSS SQ.FT.)	TOWN-HOUSES (SOLD) (UNITS)
1	Expand three levels of parking over new Bates St.	48	$6.85	$143,000	$8,700	39,000	0	0	8 – 10
2	Expand five levels of parking over existing parking lot #5.	242	$8.00	$33,000	$8,200	39,000	0	0	0
3	New parking structure, new Bates St. adjacent, commercial and residential adjacent.	-130	$13.5	N.A.	$22,200	39,000	7,500	14,400	20
4	New parking structure (larger), new Bates St. adjacent, retail adjacent.	173	$19.6	$113,000	$21,500	39,000	12,400	0	8 - 10

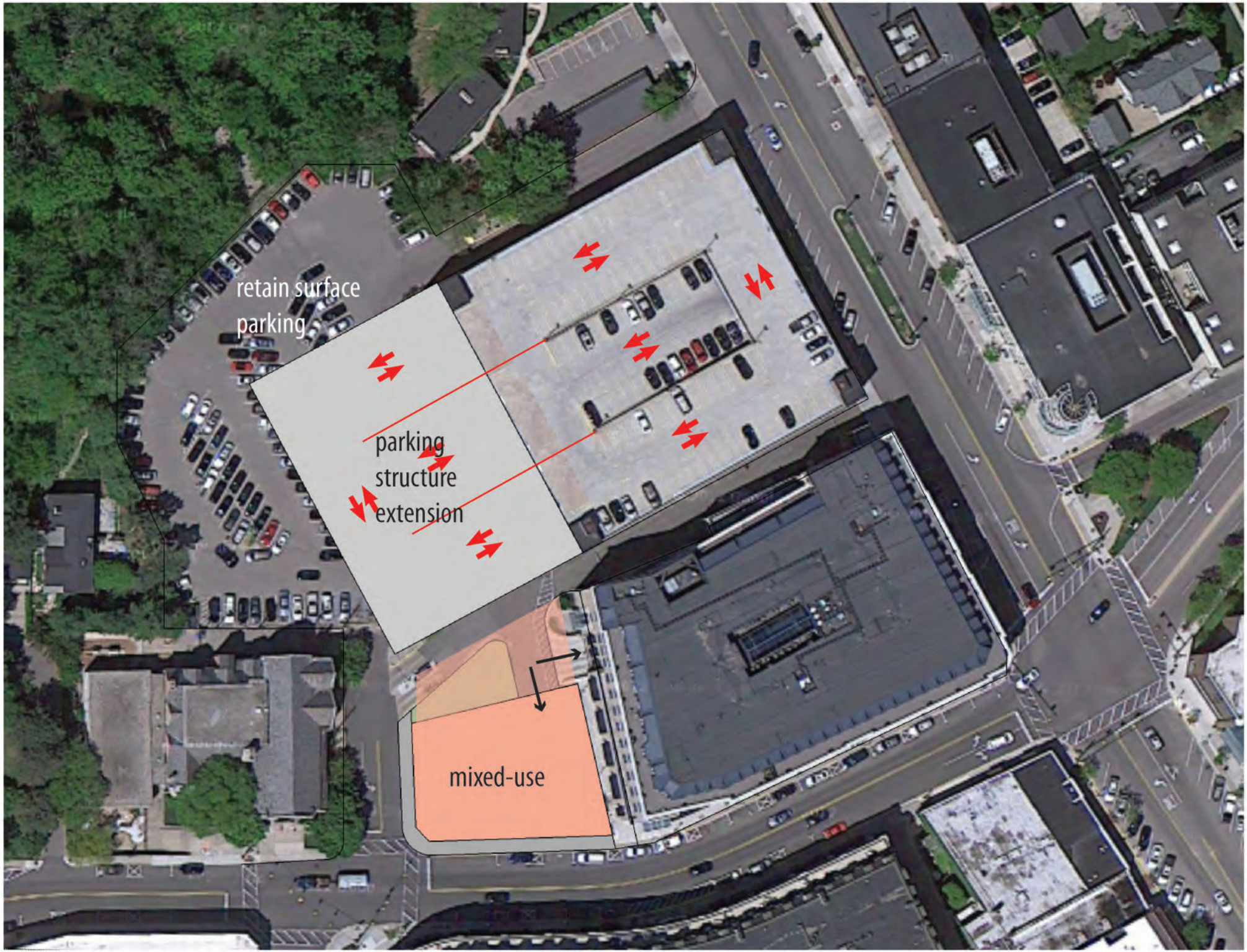
NOTES:

1. Existing facility has 738 parking spaces total, including 556 in the structure, and 182 in the parking lot).
2. All Bates St. extension alternates require acquisition of some additional right-of-way from property to north.
3. Alley south of parking structure (all alternates) would remain a service area for the adjacent existing building and new building. Public access to or out of parking structure is likely not practical.
4. Sharp 90° turn of new Bates St. (Alts. 3 & 4) may not be appropriate for full service City street. The bend could be softened by extending the road under the building for a short section.
5. Costs include new parking, aesthetic upgrade and relamping of existing (where applicable), demolition (where applicable). Contingencies, design, legal, road construction not included.
6. Square footage for Willits St. building assumes one floor retail, two floors office (fourth floor residential use not included). Space in basement also available for limited number of private parking spaces.
7. The City cannot currently sell this land. The references to selling property assumes that a ballot question allowing this possibility is passed.



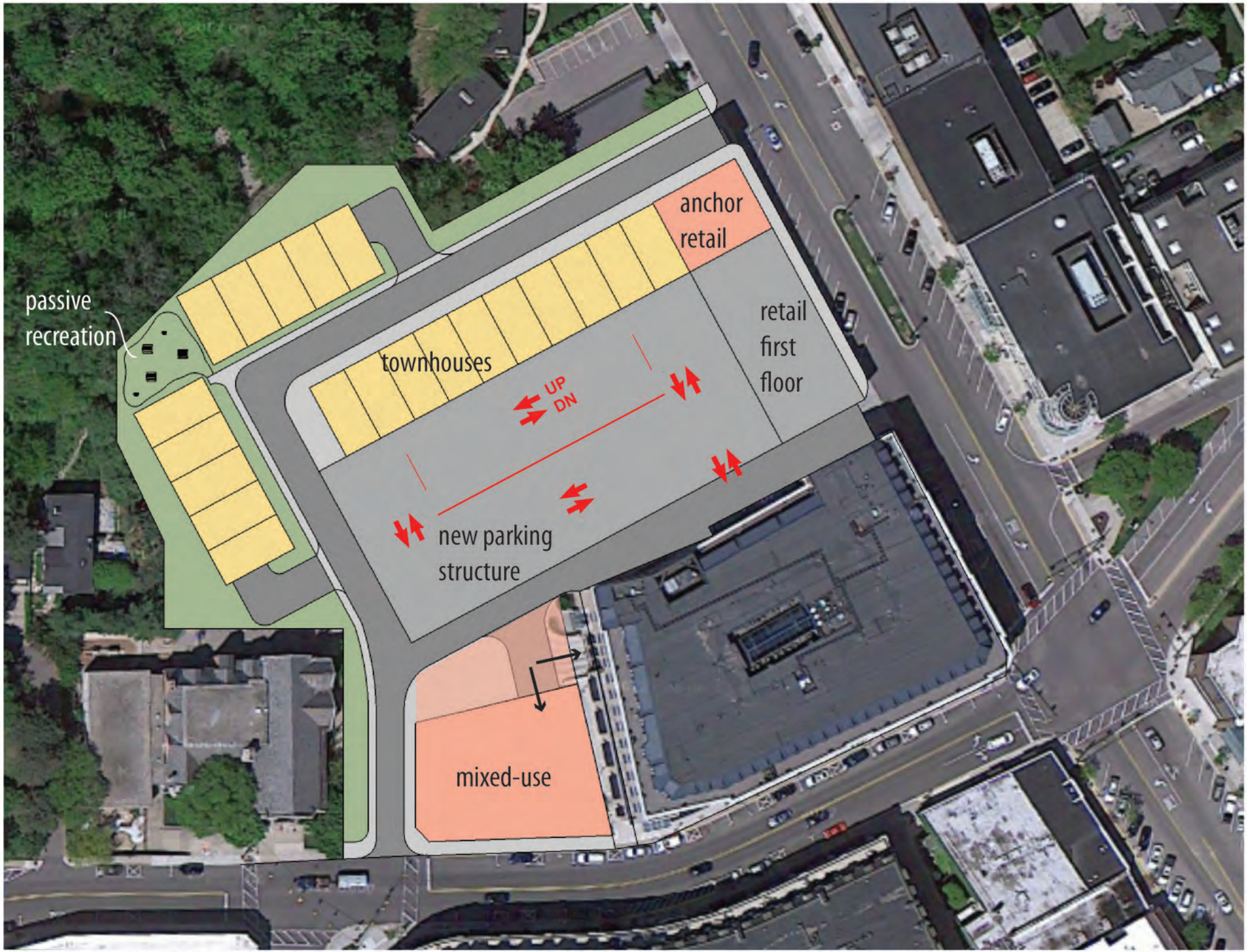
Alternative 1 - Willits/Old Woodward - City of Birmingham Parking Study

LSL Planning
A SAFEbuilt Company



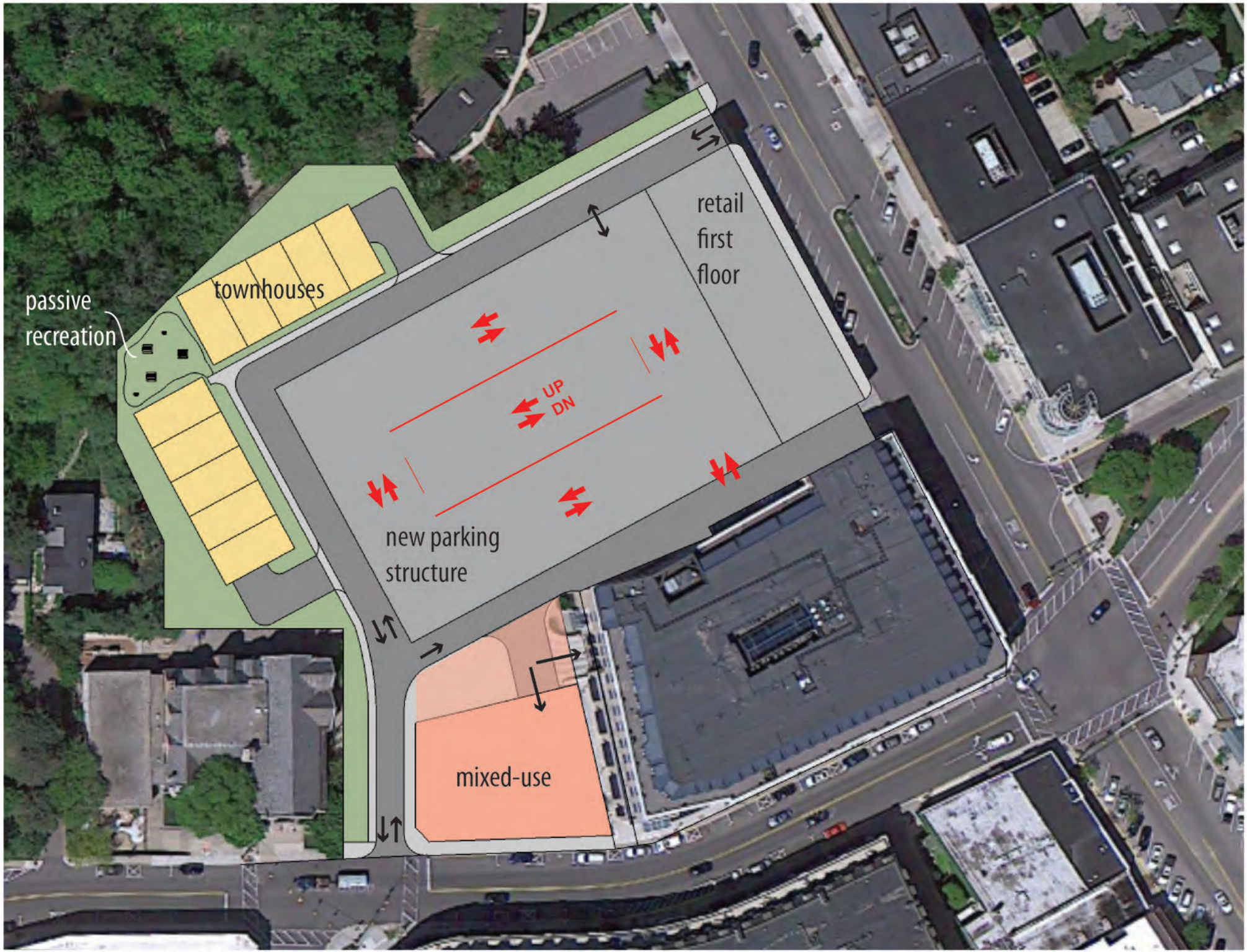
Alternative 2 - Willits/Old Woodward - City of Birmingham Parking Study

LSL Planning
A SAFEbuilt Company



Alternative 3 - Willits/Old Woodward - City of Birmingham Parking Study

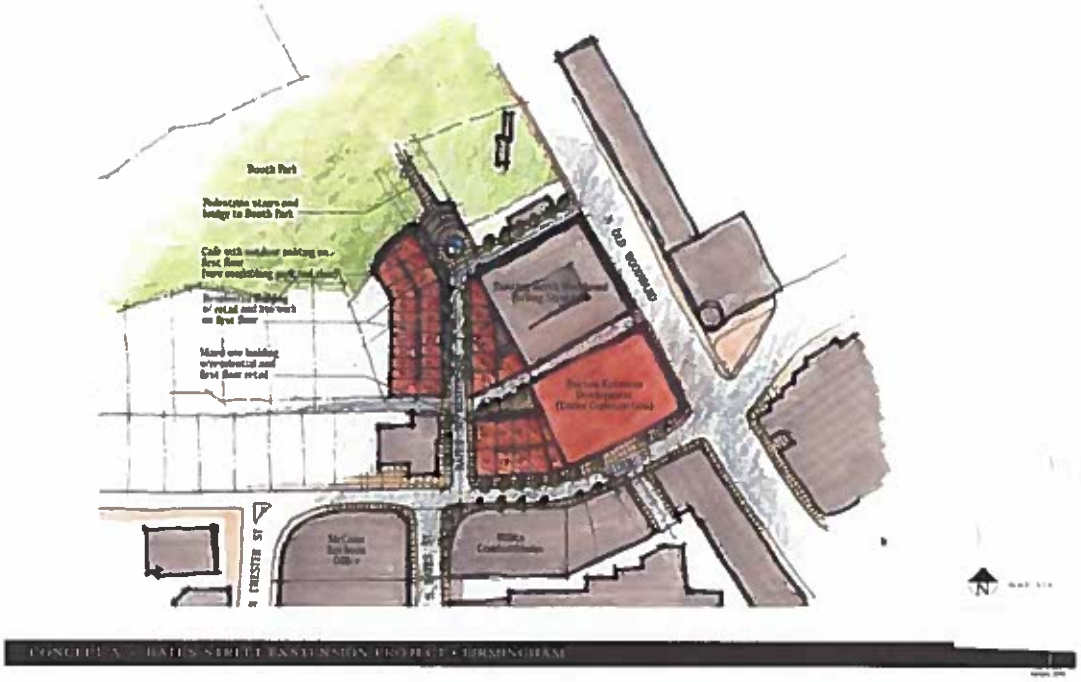
LSL Planning
A SAFEbuilt Company

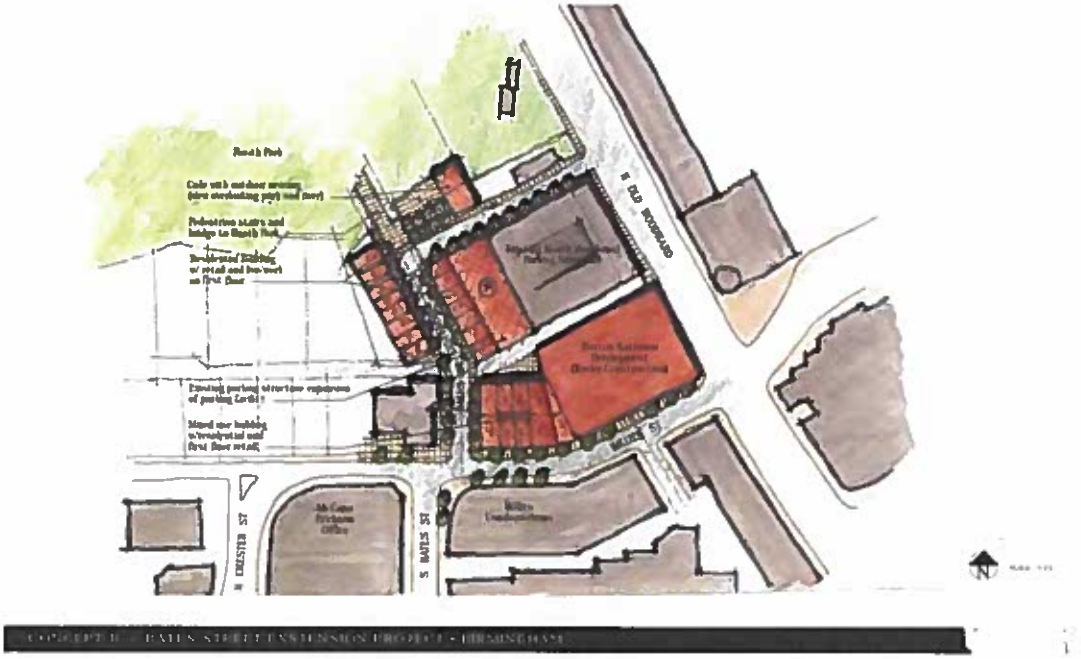
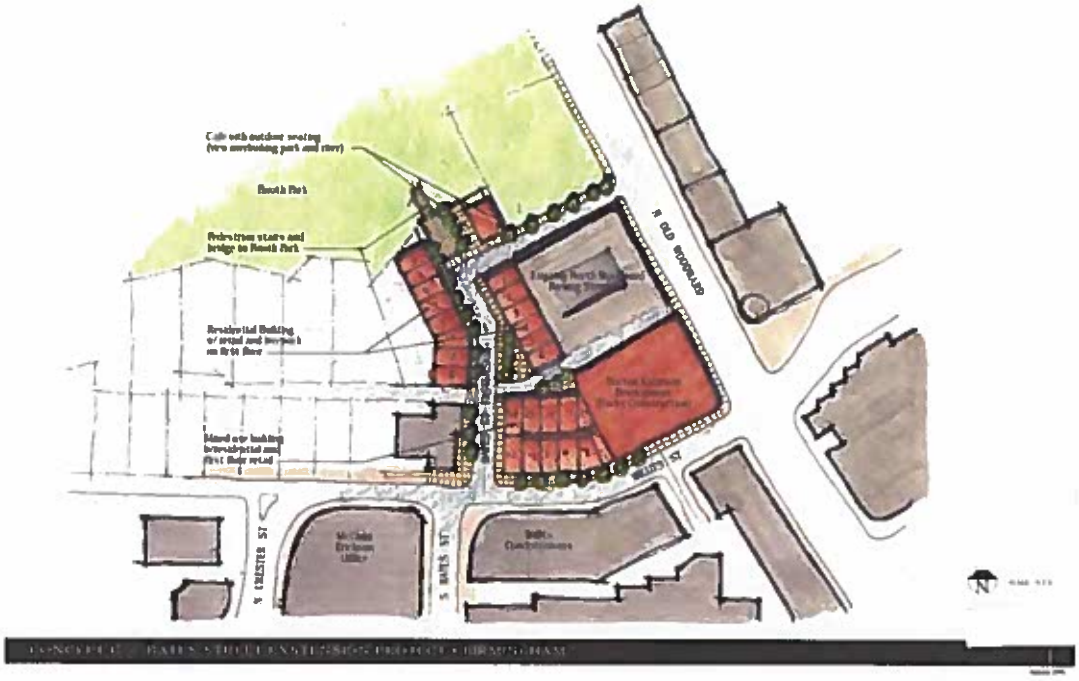


Alternative 4 - Willits/Old Woodward - City of Birmingham Parking Study

LSL Planning
A SAFEbuilt Company

ATTACHMENT D
Additional Conceptual Illustrations of Development Area





Additional Conceptual Illustrations of Development Area (cont.)