BIRMINGHAM CITY COMMISSION AGENDA JANUARY 28, 2019 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Patty Bordman, Mayor

II. ROLL CALL

J. Cherilynn Mynsberge, City Clerk

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

Announcements:

- Welcome to Boy Scout Troop #1034, North Star District, Great Lakes Service Council.
- Birmingham Restaurant Week is January 28 February 1, and February 4 8. Enjoy three-course lunches for \$18 and three-course dinners for \$36! Many of Birmingham's finest restaurants are participating. For more information, visit: http://www.birminghamrestaurantweek.org/
- The Birmingham City Commission wishes to thank Mary Roberts for her service on the Public Arts Board since September 2016, and wishes her well in her future endeavors.
- State Representative Mari Manoogian
- The public is invited to join us at the February 5, 2019 Parks & Recreation Board meeting to add your input for establishing priorities for future park improvements. The meeting will be held at DPS, 851 S. Eton at 6:30 PM. If you are unable to attend the meeting, you can visit the city's website for an on-line poll.

IV. CONSENT AGENDA

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

- A. Resolution approving the City Commission meeting minutes of January 14, 2019.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated January 16, 2019 in the amount of \$7,125,327.16.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated January 23, 2019 in the amount of \$374,203.92.
- D. Resolution approving a request from the Birmingham Bloomfield Chamber of Commerce to hold the 2019 Annual Village Fair and private party in Shain Park and on the

surrounding streets and sidewalks, May 29, 2019 through June 2, 2019, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

- E. Resolution approving a request from the Michigan Parkinson Foundation to hold the "I Gave My Sole to Parkinson's" walk at Seaholm High School and on the surrounding streets on June 8, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- F. Resolution approving a request from the Birmingham Shopping District to hold the 2019 Farmers Market season on Sundays beginning Sunday, May 5, 2019 to October 27, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- G. Resolution approving the purchase and installation of two (2) shade structures from Agroscaping, Inc. in the amount of \$34,780.00, to be located at Barnum Park inclusive of donor funding totaling \$15,000.00. Funds are available in the capital projects fund, account # 401-751.001-981.0100. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.
- H. Resolution awarding the installation of cart paths at Lincoln Hills Golf Course to F.J. LaFontaine Landscape & Construction in the amount not to exceed \$51,303; to be funded from account 597-753.001- 981.0100 and further; approving the appropriation and amendment to the 2018-2019 Lincoln Hills Golf Course Fund Budget. In addition, authorizing the Mayor and the City Clerk to sign the Agreement on behalf of the City upon receipt of required insurances.
- I. Resolution authorizing the December 7, 2018 proposal prepared by G2 Consulting Group to obtain six soil borings around the N. Old Woodward Ave. Parking Structure, and to prepare an engineering analysis, at a cost of \$16,120, charged to the Auto Parking System Fund, account number 585-538.005-981.0100.
- J. Resolution approving a service agreement with Signature Cleaning, LLC. in the amount not to exceed \$239,267.28 to perform janitorial cleaning services to the Municipal Building account #101-265.001-816.0100, Historical Museum account #101-804.002-816.0100, the Department of Public Services account #101-441.002-811.0000; and directing the Mayor and City Clerk to sign the agreement on behalf of the City.

AND

Resolution approving a service agreement with DM Burr Facilities Management, Inc., in the amount not to exceed \$155,783.04 to perform janitorial cleaning services to the Baldwin Public Library account #271-790.000-816.0100; and directing the Mayor and City Clerk to sign the agreement on behalf of the City.

V. UNFINISHED BUSINESS

A. Resolution awarding the S. Eton Rd. Signing and Pavement Marking Improvements, Contract #3-19 (P) to PK Contracting, Inc., in the amount of \$144,697.50, to be charged to the Major Street Fund, account number 202-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements. Further, approving an amendment to the 2018-19 fiscal year budget.

B. SUGGESTED RESOLUTION A:

Resolution authorizing the proposal from Rowe Engineering to redesign the previously prepared traffic signal modernization plans at the Woodward Ave. and 14 Mile Rd. intersection to facilitate a mast arm design, at a cost of \$5,800, charged to account number 202-449.001-981.0100. In conjunction with this authorization, staff shall hire a separate engineering firm to obtain needed soil borings for the design. Further, negotiating with the contractor relative to the additional cost required to make this change, and report back to the City Commission for further direction.

OR

SUGGESTED RESOLUTION B:

Resolution directing staff to notify the Michigan Dept. of Transportation that the Woodward Ave. & 14 Mile Rd. traffic signal modernization should proceed as currently designed.

VI. NEW BUSINESS

- A. Resolution amending the Schedule of Fees, Charges, Bonds and Insurance, in the following sections: City Clerk, Building Department, Community Development, Department of Public Services, Engineering, Fire Department, and Birmingham Museum.
- B. Resolution approving the Memorandum of Agreement with the corresponding funding units for the security improvements to the 48th District Court; authorizing the City Manager to sign the Memorandum of Agreement on behalf of the City; charging the City's contribution to this project in an amount not to exceed \$356,607 to account #101-136.000-999.9999; and further, approving the appropriation and amendment to the 2018-2019 General Fund budget.
- C. Ordinance amending Chapter 90, Solid Waste, sections 90-25 through 90-38 of the City Code, to amend the definitions, rules and regulations, collection schedules, collection procedures, required containers, waste storage, disposition of refuse, refuse collectors, and violations.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

XI. ADJOURN

INFORMATION ONLY

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

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

BIRMINGHAM CITY COMMISSION MINUTES JANUARY 14, 2019 MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Patty Bordman called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present: Mayor Bordman

Mayor Pro Tem Boutros Commissioner DeWeese Commissioner Harris Commissioner Hoff Commissioner Nickita Commissioner Sherman

Absent: none

Administration: City Manager Valentine, City Attorney Kucharek, Police Chief Clemence, City Planner Cowan, Planning Director Ecker, Finance Director Gerber, City Engineer O'Meara, HR Manager Myers, City Clerk Mynsberge, Museum Director Pielack

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

01-001-19 ANNOUNCEMENTS

- The Birmingham logo concepts from Brownie Troop #76371 of Harlan Elementary School were recognized.
- Mayor Bordman's birthday was celebrated.
- The Baldwin Public Library is hosting a 2018 Income Tax Law Update on January 29th, from 7:00 until 8:00 p.m. CPA Tom Hill will present. Register at www.baldwinlib.org or by calling 248-554-4650.

01-002-19 APPOINTMENTS TO THE PUBLIC ARTS BOARD

The Commission interviewed current Board members Linda Wells and Rabbi Boruch Cohen.

MOTION: Motion by Commissioner DeWeese:

To appoint Linda Wells to the Public Arts Board, as a regular member, for a three-year term to expire January 28, 2022.

VOTE: Yeas, 7

Nays, 0 Absent, 0 **MOTION:** Motion by Mayor Pro Tem Boutros:

To appoint Rabbi Boruch Cohen to the Public Arts Board, as a regular member, for a three-year term to expire January 28, 2022.

VOTE: Yeas, 7

Nays, 0 Absent, 0

01-003-19 APPOINTMENT TO THE PARKS AND RECREATION BOARD

The City Commission interviewed new applicant Dominick Pulis.

MOTION: Motion by Commissioner Hoff:

To appoint Dominick Pulis to the Parks and Recreation Board, as an alternate member, for the remainder of a three-year term to expire March 13, 2020.

VOTE: Yeas, 7

Nays, 0 Absent, 0

01-004-19 APPOINTMENTS TO THE HISTORIC DISTRICT STUDY COMMITTEE

The City Commission interviewed new applicants Jacob German and Colleen McGough.

MOTION: Motion by Commissioner Hoff:

To appoint Jacob German to the Historic District Study Committee as a regular member to serve the remainder of a three year term to expire June 25, 2021.

VOTE: Yeas, 7

Nays, 0 Absent, 0

MOTION: Motion by Mayor Pro Tem Boutros:

To appoint Colleen McGough to the Historic District Study Committee as a regular member to serve the remainder of a three year term to expire June 25, 2021.

VOTE: Yeas, 7

Nays, 0 Absent, 0

01-005-19 APPOINTMENT OF ALTERNATE HEARING OFFICER

Applicant Karen Liddle was unable to attend. The interview will be rescheduled.

City Clerk Mynsberge administered the Oath of Office to the appointees.

IV. CONSENT AGENDA

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

01-006-19 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

• Commissioner Hoff: Item 1; Service agreement with Great Lakes Roofing

Inc., to provide Roofing Repair/

Replacement Services

Item K; Sculpture Loan Addendum

Item M; Woodward Ave. & Maple Rd. Traffic Signal

Replacement Mast Arm Style Upgrade

Item N; S. Eton Rd. Signing & Pavement Marking

Improvements Contract #3-19

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita: To approve the Consent Agenda, with Items I, K, M, and N removed, and with special recognition of the service of Francis Rodriguez and Alexander Jerome.

ROLL CALL VOTE: Ayes: Mayor Bordman

Mayor Pro Tem Boutros Commissioner DeWeese Commissioner Harris Commissioner Hoff Commissioner Nickita Commissioner Sherman

Commissioner Snerr

Nays: None

- A. Resolution approving the City Commission meeting minutes of December 10, 2018.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated December 12, 2018 in the amount of \$850,309.68.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated December 19, 2018 in the amount of \$1,502,768.64.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated January 3, 2019 in the amount of \$2,825,233.54.
- E. Resolution approving the warrant list, including Automated Clearing House payments, dated January 9, 2019 in the amount of \$590,385.27.
- F. Resolution approving a request from the Birmingham Memorial Day Committee to hold the Memorial Day Service in Shain Park on May 27, 2019 from 10:00 11:00 am, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- G. Resolution accepting the resignation of Francis Rodriguez from the Board of Zoning Appeals as an alternate member, thanking him for his service, and directing the City Clerk to begin the process of filling the vacancy.

- H. Resolution accepting the resignation of Alexander Jerome from the Housing Board of Appeals, thanking him for his service, and directing the City Clerk to begin the process of filling the vacancy.
- J. Resolution setting a public hearing for February 11, 2019 at 7:30 p.m. to consider the following amendments:
 - 1. Ordinance amending Chapter 86, Article 1, Section 1.05, Permanent Business Sign and Broadcast Media Device Standards, to amend Subsection M to add application and maintenance requirements to window signage.

AND

2. Ordinance amending Chapter 86, Article 1, Section 1.10, Overlay District Sign Standards, to eliminate the Overlay District Sign Standards.

AND

- 3. Ordinance amending Chapter 126, Article 03, Overlay Districts, Specific Standards, Section 3.04, Downtown Overlay District to eliminate the Overlay Signage Standards.
- L. Resolution awarding the 2018-2019 Public Services contract totaling \$10,086.00 for Yard Services and Senior Outreach Services to NEXT under the Community Development Block Grant Program; and further, authorizing the Mayor to sign the contract on behalf of the City.

01-007-19 ITEM I. ROOFING REPAIR/REPLACEMENT SERVICES FOR ALLEN HOUSE AND HUNTER HOUSE

Museum Director Pielack explained:

- Because the Hunter House is an individually designated historic property in the Mill Pond historic district, no architectural changes can be made. Vents are not a current element of the architecture.
- It is possible vents could be included in the Allen House, but that would require additional research to see if it were allowable. The Allen House is also in the Mill Pond historic district.
- Because of the State and Historic District Committee requirements, the roofs have to be repaired in historically accurate ways. Without the roof vents, the manufacturer will only warranty the shingles for 10 years, as opposed to the usual thirty.
- The shingles being replaced are about twenty to thirty years old.

City Manager Valentine noted that the City is currently pursuing National Historic designation for the Allen House, which may also limit what kind of structural changes could be made to the roof.

Commissioner Hoff stated that while a ten year warranty is not very long, she would not want to do anything that could affect the historical designation of the Allen House.

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:

To approve a service agreement with Great Lakes Roofing Inc., in the amount not to exceed \$ 35,007.00 to provide Roofing Repair/ Replacement services; \$24,287.00 to be charged to the Allen House Capital Improvement account #401-804.002-977.0000, and \$8,020.00 to be

charged to the Hunter House Capital Improvement account #401-804.001-977.0000, and directing the Mayor and City Clerk to sign the agreement on behalf of the City.

VOTE: Yeas, 7

Nays, 0 Absent, 0

01-008-19 ITEM K. SCULPTURE LOAN ADDENDUM

Planning Director Ecker clarified that the four listed sculptures had clauses in their contracts that said the artist would sign a release to use photographs of the sculptures in promotional materials, but the releases were never signed. The City is currently attempting to get those releases signed.

In the meantime, the Public Arts Board would like to proceed with promotional materials featuring photographs of the sculptures for which the City does have releases.

City Planner Cowan explained that the Planning Department is working with City Attorney Currier to incorporate the clause allowing promotional photography of the sculptures in all future lease agreements.

Mayor Bordman provided typographical corrections in the agreement to the City Clerk.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner DeWeese: To approve the addendums to the sculpture loan agreement for L.O.L., Windswept, and Eastern Hophornbeam to allow the City to use photos of loaned sculptures for promotional materials.

AND

Further, to direct the Mayor and City Clerk to sign the addendums on behalf of the City.

VOTE: Yeas, 7

Nays, 0 Absent, 0

01-009-19 ITEM M. WOODWARD AVE. & MAPLE RD. TRAFFIC SIGNAL REPLACEMENT MAST ARM STYLE UPGRADE

Commissioners were in favor of using the same mast arm style at Woodward and 14 Mile. Staff was directed to seek a collaborative payment arrangement with Royal Oak.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner DeWeese:

To approve the agreement with the Michigan Dept. of Transportation, Contract Number 18-5273, committing to the expenditure of \$79,900 to cover the cost differential of upgrading the traffic signal at Woodward Ave. & Maple Rd. to match the mast arm design currently used elsewhere within the Central Business District, and to direct the Mayor and City Clerk to sign the contract on behalf of the City. (*Formal resolution appended to these minutes as Attachment A*).

VOTE: Yeas, 7

Nays, 0 Absent, 0

01-010-19 ITEM N. S. ETON RD. SIGNING & PAVEMENT MARKING IMPROVEMENTS CONTRACT #3-19 (P)

City Engineer O'Meara explained that there are a lot of features on S. Eton that were not part of the W. Maple project, including bike lanes, higher quality paint, and bumpout markings.

Chief Clemence confirmed PK Contracting is the same firm that did the W. Maple project.

Mayor Bordman expressed concern that there was only one bid received for this project. She requested that staff pursue more than one bid by publicizing projects beyond MITN for future projects.

City Engineer O'Meara explained that PK Contracting tends to do all pavement marking work in the area and noted interested companies would be checking MITN for projects.

City Engineer O'Meara said:

- He would reach out to Ferndale and Royal Oak to see if PK Contracting is the vendor doing similar work in those cities, or if there are other contractors involved.
- Taking two weeks to look into similar projects in Ferndale and Royal Oak should not pose a problem for the project.
- There would be time to re-bid the project and still complete it in 2019 if the Commission chooses to do so after City Engineer O'Meara looks into the similar Ferndale and Royal Oak projects.

City Manager Valentine explained that the bids may have been limited by the fact that this is a more intricate project than the standard lane painting project.

The Commission agreed to take no action and to hear City Engineer O'Meara's findings at the next meeting.

V. UNFINISHED BUSINESS

01-011-19 GREENWOOD CEMETERY PAYMENT PLAN POLICY

City Clerk Mynsberge presented her memo dated January 4, 2019.

Mayor Bordman said that in multiple plot purchases the City should consider requiring the monies be remitted to the City before the two year payment plan is complete.

Commissioner Sherman said he did not see why it would be difficult for the Contractor to remit monies in any circumstances before a two year payment plan is complete. He stated that these are the City's funds, that the Commission is responsible for the care of those funds, and that the City does not normally let a third party hold onto City funds and earn interest on them for two years.

City Manager Valentine explained that creating separate books in Finance and in the Clerk's Office to track these payments could cost more than the benefit gained by having the monies transferred immediately.

City Clerk Mynsberge stated the Perpetual Care Fund receives \$2,250 from each plot sold.

6

Mayor Bordman suggested that the City could require all payment plan monies be placed in an escrow account. She asked why, in paragraph six, the plot purchaser would need to know the breakdown of monies kept by the Contractor and the City. She explained that such information belongs in a contract with the Contractor, not in the payment plan policy for a plot purchaser.

Commissioner Harris agreed the relevant provisions are paragraphs one through five.

The Commission requested the relevant sections in paragraphs three and five be changed to "plot or plots" to indicate a purchaser is not restricted to only one plot.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Harris:

To amend the Operational Procedures, Conditions and Regulations for the Greenwood Cemetery to add Section IX. LOT SALES - PAYMENT PLAN POLICY as amended on January 14, 2019, Paragraphs 1-5 only. Further, to renumber the subsequent three paragraphs accordingly:

X. LOT RESALE POLICY

XI. SCHEDULE OF FEES AND CHARGES

XII. REVISIONS

VOTE: Yeas,

Nays, 0 Absent, 0

Commissioner Hoff asked that the Commission be made aware when a contractor is present at a Commission meeting so the Commission may ask questions.

Mayor Bordman suggested staff discuss an escrow account and the receipt of 75% of the sale by the City with the Contractor. She noted both could result in contract amendments.

VI. NEW BUSINESS

01-012-19 SPECIAL LAND USE PERMIT AMENDMENT FOR 263 PIERCE – ELIE'S MEDITERRANEAN CUISINE-OWNERSHIP CHANGE

Mayor Bordman opened the public hearing at 8:49 p.m.

Planning Director Ecker presented the item.

Police Chief Clemence confirmed that only Elie Mondalek's name would be on the liquor license moving forward.

Mayor Bordman closed the public hearing at 8:50 p.m.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner DeWeese: To approve the Special Land Use Permit Amendment for 263 Pierce – Elie's Mediterranean Cuisine to reflect an ownership change from Tracey and Elie Mondalek to Elie Mondalek as sole owner. (*Formal resolution appended to these minutes as Attachment B.*)

VOTE: Yeas, 7

Nays, 0 Absent, 0

01-013-19 CONSIDERATION OF BIRMINGHAM FIREFIGHTERS ASSOCIATION SEPTEMBER 18, 2018 GRIEVANCE

Human Resource Director Myers presented the item.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita: To waive consideration of the Birmingham Firefighters Association Local 911 grievance of September 18, 2018.

VOTE: Yeas, 7

Nays, 0 Absent, 0

01-014-19 CONSIDERATION OF BIRMINGHAM FIREFIGHTERS ASSOCIATION OCTOBER 3, 2018 GRIEVANCE

Human Resource Director Myers presented the item.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner DeWeese: To waive consideration of the Birmingham Firefighters Association Local 911 grievance of October 3, 2018.

VOTE: Yeas, 7

Nays, 0 Absent, 0

01-015-19 REQUEST FOR CLOSED SESSION

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:

To meet in closed session to A) discuss an Attorney/Client communication pursuant to Section 8(h) of the Open Meetings Act; and B) review pending litigation in the matter of 2400 Lincoln, LLC pursuant to Section 8(e) of the Open Meetings Act, MCL 15.261 – 15.275.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)

ROLL CALL VOTE: Ayes: Mayor Bordman

Mayor Pro Tem Boutros Commissioner DeWeese Commissioner Harris Commissioner Hoff Commissioner Nickita

Commissioner Sherman

Nays: None

City Manager Valentine stated the City did not anticipate any action following the closed session.

VII. REMOVED FROM CONSENT AGENDA

Items removed from the Consent Agenda were addressed earlier in the meeting.

VIII. COMMUNICATIONS

Mr. Craig Hall presented a request to modify a City ordinance to allow appeal of single family residence quarterly Storm Water Utility Fee, per his letter of January 2, 2019.

City Manager Valentine clarified that homeowners can get credits for a reduction on their storm water bill through improvements to their property.

Andrew Haig, 1814 Banbury distributed hard copies of a presentation to the Commissioners presenting a different methodology, questioned the difference in rates in neighboring communities, and asked how Birmingham calculates costs.

Andrew Sulich, 320 Lakeside, asked about a dual meter system.

Frederick Simms, 1486 Dorchester, said:

- The City has a combined sanitary and storm water system which was decided on 25 years ago, which is part of the problem.
- He has 57 trees on his property which do a lot for the City, and that perhaps there should be an exemption for pervious land.
- Some of the trees in the public right-of-way have roots that go right up to his property, so he is watering those too and should receive a credit for that.

City Manager Valentine clarified that the City's ordinance allows for appeal of the size of the lot for miscalculations although homeowners cannot appeal the class they are in. City Manager Valentine then introduced Mike MacDonald and Jim Surhigh, with Hubbell Roth and Clark, to explain how the ordinance was created and what it was designed to do.

City Manager Valentine noted the topic of dual water meters is on the agenda for the Commission's Long Range Planning meeting on Saturday, January 26.

Mr. Surhigh explained:

- Birmingham is almost entirely a combined sewer community, meaning the sanitary and storm sewers are combined.
- Royal Oak is combined, Warren is separate, and Bloomfield Township has a small
 portion of its community which is combined, for examples. Comparing Birmingham's
 billing to adjacent municipalities is therefore difficult due to the different circumstances
 each municipality faces.
- Birmingham's storm water incurs charges of over \$2 million annually from Detroit and the State.

City Engineer O'Meara said that more fair comparisons would be to the municipalities of Royal Oak, Pleasant Ridge, and Ferndale since they are largely combined sewer communities.

City Manager Valentine confirmed:

- The City's current method allows for less administrative overhead than some other potential ways of calculating costs, meaning the charges are closer to the true cost of water usage per residence instead of incurring additional significant administrative fees.
- Birmingham has been petitioning its representatives in Lansing to develop a Storm Water statute in order to provide additional guidance on the matter.
- There is an opportunity to amend the ordinance in the future, but City Manager Valentine recommends holding off until adoption of a state statute.
- The City's Long Range Planning meeting will be January 26, 2019 from 8:30 a.m. until approximately 2:30 p.m. in the Commission room.

Commissioner Nickita noted that this issue will be designated for a particular time on the Long Range Planning meeting agenda which will be posted on the City's website.

Mayor Bordman thanked the audience for attending and for their comments.

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

None

X. REPORTS

01-016-19 COMMISSIONER REPORTS

The City Commission will appoint one alternate member to the Board of Zoning Appeals on February 11, 2019.

The City Commission will appoint two regular members to the Housing Board of Appeals on February 11, 2019.

01-017-19 COMMISSIONER COMMENTS

Mayor Bordman expressed concern that Lululemon on Maple has an entire window covered with a sticker when the City ordinance requires windows not be blocked in a retail area. She asked staff to pursue the issue.

Commissioner Nickita agreed and also cited a storefront to the east of Panera which has a screened graphic covering its entire window. He suggested it may be against the spirit of the ordinance to cover an entire window with a screen, if not the letter, and asked staff to look into whether that is a loophole.

City Manager Valentine told the Commission that Lululemon received a variance from the Board of Zoning Appeals to fill in that particular window.

Mayor Bordman asked staff to look at how to prevent similar work-arounds or variances regarding this issue. She said Lululemon is using that window for storage, and that there are better solutions for storage.

Mayor Bordman suggested that Birmingham boards which are advisory in nature should have their names updated to reflect that information. She cited the Parks and Recreation Board and the Public Arts Board as examples. She said adding the word 'advisory' where appropriate would help board volunteers better understand the relevant boards' role in the government.

City Manager Valentine told Mayor Pro Tem Boutros that neon signs are already prohibited in the City. In addition, the Planning Board is in the process of reviewing sign standards to make them consistent throughout the City.

Commissioner Nickita said he would like the Planning Board to consider prohibiting illuminated "Open" signs in windows.

City Manager Valentine confirmed that could be added to the list of topics for the Commission and Planning Board to discuss in the future, although it will not be addressed as part of the upcoming public hearing on signage.

01-018-19 CITY STAFF

The Commission received the Parking Utilization Report as submitted by Assistant City Manager Gunter.

XI. ADJOURN

The meeting was adjourned to closed session at 9:54 p.m.

Mayor Bordman reconvened the regular meeting at 10:34 p.m. and, there being no further business, adjourned the meeting at 10:34 p.m.

J.	Cherilynn Mynsberge, City Clerk	

RESOLUTION 01-009-19

APPROVING CONTRACT #18-5273 WITH MDOT FOR UPGRADE OF TRAFFIC SIGNAL AT WOODWARD AVE. & MAPLE ROAD TO MATCH THE MAST ARM DESIGN CURRENTLY USED WITHIN THE CENTRAL BUSINESS DISTRICT

MOTION: Motion by Commissioner Hoff, seconded by Commissioner DeWeese:

To approve the agreement with the Michigan Dept. of Transportation, Contract Number 18-5273, committing to the expenditure of \$79,900 to cover the cost differential of upgrading the traffic signal at Woodward Ave. & Maple Rd. to match the mast arm design currently used elsewhere within the Central Business District, and to direct the Mayor and City Clerk to sign the contract on behalf of the City. Funding will be charged to the Major Street Fund, account number 202-449.001-981.0100.

Further, to approve the appropriation and amendment to the 2018-2019 General Fund and Major Street Fund budgets as follows:

General Fund

Revenues:

Draw from Fund Balance

101-000.000-400.0000 \$79,900 Total Revenue \$79,900

Expenditures:

Transfers Out – Major Street Fund

101-999.000-999.0202 <u>\$79,900</u> Total Expenditures <u>\$79,900</u>

Major Street Fund

Revenues:

Transfers from Other Funds – General Fund

202-000.000-699.0101 \$79,900 Total Revenue \$79,900

Expenditures:

Construction – Public Improvements

202.449.001-981.0100 <u>\$79,900</u>
Total Expenditures <u>\$79,900</u>

12

VOTE: Yeas, 7

Nays, 0 Absent, 0

RESOLUTION 01-012-19 SPECIAL LAND USE PERMIT AMENDMENT FOR 263 PIERCE – ELIE'S MEDITERRANEAN CUISINE-OWNERSHIP CHANGE

- WHEREAS, Elie's Mediterranean Cuisine filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to transfer ownership of the bistro as defined in Article 9, section 9.02 of Chapter 126, Zoning, of the City Code from the current owners Tracy and Elie Mondalek, to Elie Mondalek, as sole owner;
- WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of Pierce Street between Martin and Merrill;
- WHEREAS, The land is zoned B-4, Business Residential, and is located within the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit;
- WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;
- WHEREAS, The Planning Board on July 22, 2009 reviewed the application for a Special Land Use Permit and recommended approval with the following conditions:
 - (1) The applicant clarify that business hours are to remain the same;
 - (2) The applicant enter into a revised license agreement with the City for the use of the public right-of-way, and provide the required insurance.
 - (3) The applicant sign a revised Bistro Contract:
 - (4) The applicant appear before the City Commission for revised final site plan and SLUP amendment review;
 - (5) The applicant comply with requests of City Departments.
- WHEREAS, The Historic District Commission approved the exterior design changes and the proposed outdoor dining design and layout on July 15, 2009;
- WHEREAS, The applicant is required to obtain an amended Outdoor Dining License from the City Clerk's office for the proposed outdoor dining;
- WHEREAS, The applicant has complied with all other conditions for approval as recommended by the Planning Board on July 22, 2009;
- WHEREAS, The Birmingham City Commission has reviewed Elie's Mediterranean Cuisine Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;
- NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Elie's Mediterranean Bar/Grill application for a Special Land Use Permit authorizing the operation of a bistro at 263 Pierce in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

13

- BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:
 - 1. Elie's Mediterranean Bar/Grill shall abide by all provisions of the Birmingham City Code;
 - 2. The Special Land Use Permit Amendment may be canceled by the City Commission upon finding that the continued use is not in the public interest;
 - 3. The hours of operation for outdoor dining shall cease at 12:00 a.m.;
 - 4. Elie's Mediterranean Bar/Grill shall provide for the removal of disposable materials resulting from the operation and maintain the area in a clean and orderly condition by providing the necessary employees to guarantee this condition, and by the placement of a trash receptacle in the outdoor seating area;
 - 5. Elie's Mediterranean Bar/Grill shall maintain a license agreement for use of the public right-of-way with the appropriate insurance certificates; and
 - 6. Elie's Mediterranean Bar/Grill shall enter into a contract with the City outlining the details of the proposed bistro option.
- BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.
- BE IT FURTHER RESOLVED, Except as herein specifically provided, Elie's Mediterranean Bar/Grill and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Elie's Mediterranean Bar/Grill to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
263684	*	008649	ROBERT ABRAHAM JR.	425.00
263685	*	007510	GRANT ANKNEY	425.00
263686	*	008009	TREVOR BAKER	425.00
263687	*	000598	CHRISTOPHER CATON	425.00
263688	*	007638	MARSHALL CRAWFORD	425.00
263689	*	003204	MARK DELAUDER	425.00
263690	*	006999	CHRISTOPHER DEMAN	425.00
263691	*	007289	BRIAN FREELS	425.00
263692	*	008648	HUNTER GILLICK	425.00
263693	*	008105	JASON GRANROTH	425.00
263694	*	003824	THOMAS I. HUGHES	425.00
263695	*	008874	JARED IMLAY	425.00
263696	*	007244	CHRISTOPHER JUDKINS	425.00
263697	*	007511	ADAM KNOWLES	425.00
263698	*	000337	JIM MCCULLOCH	35.42
263699	*	007306	MARK MISCHLE	425.00
263700	*	003963	DAVID PAPANDREA	425.00
263701	*	008875	JESSICA RAK	425.00
263702	*	007897	JEFFREY SCAIFE	425.00
263703	*	007898	JEFFREY SCHEMANSKY	425.00
263704	*	006591	MICHAEL SLACK	425.00
263705	*	007899	NICHOLAS SLANDA	425.00
263706	*	003466	ALAN SOAVE	425.00
263707	*	007245	NICK SOPER	425.00
263708	*	007900	RYAN WISEMAN	425.00
263709	*	000855	48TH DISTRICT COURT	100.00
263710	*	000855	48TH DISTRICT COURT	20.00
263711	*	000855	48TH DISTRICT COURT	100.00
263712	*	000855	48TH DISTRICT COURT	100.00
263713	*	000855	48TH DISTRICT COURT	100.00
263714	*	000855	48TH DISTRICT COURT	500.00
263715	*	008226	KATHI ABELA	214.50
263717		003708	AIRGAS USA, LLC	218.18
263718		MISC	AMERICAN STANDARD ROOFING	200.00
263719	*	008977	APPLICANTPRO	5,281.00
263720		007586	ARROW INTERNATIONAL INC	567.50
263721	*	001466	ASCAP	357.00
263722	*	006759	AT&T	156.54
263723	*	006759	AT&T	245.82
263724	*	006759	AT&T	1,395.33
263725		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
263726		MISC	BABI CONSTRUCTION INC	2,000.00
			470	

4B

Check Number	Early Release	Vendor #	Vendor	Amount
263727		006316	BAHL & GAYNOR, INC	4,691.25
263728		003012	BATTERIES PLUS	315.75
263729		MISC	BERGSMAN, WIAND, BOUCHARD & CO LLC	2,000.00
263730	*	006894	DAVID BIANCHETTE	95.00
263731		004931	BIDNET	118.82
263732		MISC	BLUE BOOK	24.95
263733		000542	BLUE WATER INDUSTRIAL	78.75
263734	*	008870	KASEY BOEGNER	123.75
263736		008179	BUCCILLI GROUP, LLC	4,515.50
263737	*	006177	BULLSEYE TELECOM INC	118.30
263738	*	000569	JOEL CAMPBELL	75.00
263739		007933	CARDNO, INC.	540.00
263741		002067	CENTRAL PARKING SYSTEM	20.00
263742		007134	CERTIFIED POWER, INC	2,304.99
263743		000603	CHEMCO PRODUCTS INC	884.00
263744	*	007284	CINCINNATI TIME SYSTEMS, INC.	125.00
263745		000605	CINTAS CORPORATION	59.66
263746		004188	COFFEE BREAK SERVICE, INC.	217.75
263747	*	008955	COMCAST	128.59
263748		002668	CONTRACTORS CLOTHING CO	1,132.41
263749		008512	COOL THREADS EMBROIDERY	237.96
263750		MISC	DAVID PAUL FORCE	200.00
263751		007713	DEERE & COMPANY	22,867.26
263752		008641	DINGES FIRE COMPANY	1,379.92
263753	*	000179	DTE ENERGY	5,743.89
263754	*	000180	DTE ENERGY	55,610.82
263755		001063	EASTMAN FIRE PROTECTION INC	880.67
263757	*	007289	BRIAN FREELS	184.98
263758	*	004604	GORDON FOOD	166.46
263759		006153	HARRY'S ARMY SURPLUS	150.00
263760		003132	HASTINGS AIR-ENERGY CONTROL INC	626.95
263761	*	MISC	HEATHER & DEREK MATTICE	1,230.27
263762		005820	HENKE MFG	12,160.00
263763		008613	HENRY FORD HEALTH SYSTEM	900.00
263764	*	003824	THOMAS I. HUGHES	6.98
263765		008441	INTERNATIONAL CODE COUNCIL, INC	214.50
263766		002407	J & B MEDICAL SUPPLY	51.00
263767		MISC	JANICE MORSE	300.00
263768		008564	JERRY'S TIRE	2,561.24
263769		003366	JOE'S ARMY NAVY	8.99
263770	*	007837	LARYSSA R KAPITANEC	102.00
263771		MISC	KAREN FREDERICK	85.00
263772		MISC	KELLETT BUILDERS INC	100.00

Check Number	Early Release	Vendor #	Vendor	Amount
263773		MISC	KELLY BUILDING & DEVELOPMENT CO LLC	2,500.00
263774		008958	KVM DOOR SYSTEMS, INC.	211.00
263775		003620	LANGUAGE LINE SERVICES INC	149.70
263776		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	219.40
263777		MISC	LUXURY GARAGE SALE	100.00
263778	*	003934	MADISON GENERATOR SERVICE INC	309.00
263779		007797	MAILFINANCE INC.	422.64
263780		MISC	MAINSTREET DESIGN BUILD	300.00
263781		000888	MCKENNA ASSOCIATES INC	38,167.50
263782		008793	MERGE MOBILE, INC.	68.00
263783		008319	MKSK	5,801.74
263784		007163	MOBILE HEALTH RESOURCES	2,464.90
263785		001452	MONTGOMERY & SONS INC	980.91
263786		001194	NELSON BROTHERS SEWER	259.00
263787		001864	NOWAK & FRAUS ENGINEERS	36,792.00
263788		002792	PAUL O'MEARA	95.00
263789	*	000477	OAKLAND COUNTY	413,715.41
263790		008214	OAKLAND COUNTY WATER DEPARTMENT	5,594.06
263791		000675	OAKLAND SCHOOLS	4,938.84
263792	*	003461	OBSERVER & ECCENTRIC	995.50
263793	*	008198	OCAAO	160.00
263794		004370	OCCUPATIONAL HEALTH CENTERS	1,739.50
263795	*	000481	OFFICE DEPOT INC	465.56
263796		006625	PACIFIC TELEMANAGEMENT SERVICES	78.00
263797	*	001753	PEPSI COLA	497.79
263798		MISC	PETERSON, WIAND, BOES & COMPANY	300.00
263799		001277	PHYSIO-CONTROL CORP.	34,597.92
263800		MISC	PRIME BUILDING AND REMODEL	100.00
263801		MISC	PRM CUSTOM BUILDERS LLC	1,400.00
263802		002852	QMI GROUP INC	61.00
263803		008852	REDGUARD FIRE & SECURITY	300.00
263804	*	002806	SAM'S CLUB/SYNCHRONY BANK	575.29
263806	*	002087	SEMCOG	2,783.00
263807	*	004202	SHRED-IT USA	127.96
263808		005787	SOUTHEASTERN EQUIPMENT CO. INC	860.89
263809		MISC	STAR BUILDERS INC	2,000.00
263810		000265	STEEL EQUIPMENT CO.	1,030.00
263811		MISC	T G HOMES LLC	200.00
263812		001076	TAYLOR FREEZER OF MICH INC	325.00
263815	*	008975	HEATHER TOLLIVER	209.00
263816		MISC	TRADEMARK BUILDING COMPANY INC	200.00
263817		MISC	TRADEMARK CONSTRUCTION SERVICES	600.00
263818		008017	TRATTORIA DA LUIGI	1,652.00

263819 263820 263821 263823	*	MISC	TROWBRIDGE HOMES CONSTRUCTION LLC	2,400.00
263821	*			2,400.00
		000293	VAN DYKE GAS CO.	542.00
263823	*	000158	VERIZON WIRELESS	152.45
	*	000158	VERIZON WIRELESS	750.73
263824		006762	WATCHGUARD VIDEO	705.00
263825	*	007900	RYAN WISEMAN	125.00
263826		008391	XEROX CORPORATION	1,288.31
263826	*	008391	XEROX CORPORATION	54.32
			SUBTOTAL PAPER CHECK	\$715,594.97
ACH TRANSACTI	<u>ON</u>			
		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	4,482,430.00
		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,658,783.76
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	116,893.65
		002284	ABEL ELECTRONICS INC	916.48
	*	000517	BEIER HOWLETT P.C.	45,856.50
		001035	DOUGLASS SAFETY SYSTEMS LLC	1,446.72
	*	001077	DUNCAN PARKING TECH INC	6,177.60
		000207	EZELL SUPPLY CORPORATION	806.71
		000243	GRAINGER	794.15
		001672	HAYES PRECISION INC	112.00
		000261	J.H. HART URBAN FORESTRY	13,600.00
		005876	KROPF MECHANICAL SERVICE COMPANY	1,752.88
	*	005550	LEE & ASSOCIATES CO., INC.	591.10
		001089	MUNICIPAL CODE CORP.	924.00
		006359	NYE UNIFORM COMPANY	1,345.12
		008269	PREMIER SAFETY	350.00
		001181	ROSE PEST SOLUTIONS	89.00
		000254	SOCRRA	73,457.00
		007278	WHITLOCK BUSINESS SYSTEMS, INC.	3,405.52
			SUBTOTAL ACH TRANSACTION	\$6,409,732.19
			GRAND TOTAL	\$7,125,327.16

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



Mark Gerber Finance Director/ Treasurer

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

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
263828	*	000855	48TH DISTRICT COURT	100.00
263829	*	000855	48TH DISTRICT COURT	387.00
263830		MISC	ABOVE BOARD CONSTRUCTION INC	200.00
263832	*	007266	AETNA BEHAVIORAL HEALTH LLC	469.43
263833		007745	ALL COVERED	1,192.00
263834		MISC	ALLIED SIGNS, INC.	200.00
263835		MISC	AMERICAN STANDARD ROOFING	100.00
263836		008246	ANCHOR BAY POWDER COAT, LLC	4,500.00
263837		MISC	ARANEAE INC	200.00
263838		MISC	ARCHER SIGN COMPANY LLC	200.00
263839		000500	ARTECH PRINTING INC	313.20
263840	*	006759	AT&T	138.25
263841	*	006759	AT&T	174.91
263842	*	006759	AT&T	257.53
263843	*	006759	AT&T	299.80
263844	*	006759	AT&T	163.45
263845	*	006759	AT&T	59.37
263846	*	006759	AT&T	160.70
263847		MISC	AUTO GLASS BLOCK INC	100.00
263848	*	004027	AUTOMATED BENEFIT SVCS INC	10,170.00
263852		003012	BATTERIES PLUS	181.20
263854		MISC	BERGSMAN WIAND BOUCHARD & CO	3,500.00
263855		MISC	BESHOURI RESIDENTIAL DEVELOPMENT	200.00
263856		MISC	BINGHAM DEVELOPMENT LLC	500.00
263859		000542	BLUE WATER INDUSTRIAL	78.75
263861	*	003282	LISA MARIE BRADLEY	208.00
263862		008179	BUCCILLI GROUP, LLC	27,830.00
263863	*	006177	BULLSEYE TELECOM INC	120.05
263864		006257	C.S. MCKEE LP	1,836.16
263867	*	007933	CARDNO, INC.	3,973.83
263869		000444	CDW GOVERNMENT INC	4,690.70
263869	*	000444	CDW GOVERNMENT INC	7,047.65
263871		007710	CINTAS CORP	247.53
263872		000605	CINTAS CORPORATION	154.29
263874	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,383.76
263875		001318	CLOVERDALE EQUIPMENT CO	84.21
263876		002234	CMP DISTRIBUTORS INC	100.90
263877	*	004026	COFINITY	1,467.00
263878	*	007774	COMCAST BUSINESS	1,230.66
263879	*	000627	CONSUMERS ENERGY	9,928.92
263880		002668	CONTRACTORS CLOTHING CO	615.71
263881		001367	CONTRACTORS CONNECTION INC $oldsymbol{AC}$	1,974.90

4C

Check Number	Early Release	Vendor #	Vendor	Amount
263883		007438	CROWNE PLAZA- LANSING	254.40
263885		008005	DE LAGE LANDEN FINANCIAL SVCS INC	182.44
263886	*	006999	CHRISTOPHER DEMAN	607.50
263888	*	006907	DENTEMAX, LLC	149.40
263889	*	000179	DTE ENERGY	4,032.24
263890		003806	DTS FLUID POWER LLC	1,177.00
263891		MISC	DUNCAN, MARJORIE E	176.25
263892	*	001124	EMPCO INCORPORATED	2,415.30
263893		004367	ENSEICOM, INC.	2,140.70
263894		001495	ETNA SUPPLY	1,113.00
263895		MISC	EXCEL HOME IMPROVEMENTS.	100.00
263896		008034	CITY OF FARMINGTON HILLS	450.00
263897		MISC	FAST SIGNS OF BIRMINGHAM	200.00
263898		000936	FEDEX	139.73
263899	*	008447	AARON FILIPSKI	1,500.00
263901		MISC	FRASER BUILDING CONSTRUCTION INC	100.00
263903		MISC	GALWAY CONSTRUCTION	200.00
263904		007172	GARY KNUREK INC	1,255.55
263905		000234	GLENN WING POWER TOOLS	171.07
263906		000920	GLOBAL EQUIPMENT COMPANY INC	44.93
263907	*	004604	GORDON FOOD	453.14
263908		007099	GRANICUS, INC.	1,823.85
263911		MISC	HANSONS GROUP LLC	200.00
263912		007799	HARVEY ELECTRONIC AND RADIO LLC	2,500.00
263913	*	001956	HOME DEPOT CREDIT SERVICES	816.91
263914		001874	HUNT SIGN COMPANY	300.00
263915		001234	IAFC MEMBERSHIP	480.00
263916	*	000980	ICE SPORTS INDUSTRY	25.00
263917		005741	INTERNATIONAL CODE COUNCIL	174.20
263918		000984	INTERNATIONAL CONTROLS	2,939.61
263919		MISC	ITEC ENTERPRISES LLC	300.00
263920		002407	J & B MEDICAL SUPPLY	20.19
263921		000344	J.T. EXPRESS, LTD.	4,233.98
263922		008564	JERRY'S TIRE	1,495.00
263923		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	46.37
263924		MISC	JR VERVISCH BUILDING COMPANY	614.78
263925		007423	K/E ELECTRIC SUPPLY	55.00
263927	*	007827	HAILEY R KASPER	243.00
263928		MISC	KATIE SCHAFER	130.00
263929		MISC	KEARNS BROTHERS INC	100.00
263930	*	004088	KGM DISTRIBUTORS INC	221.00
263932		000353	KNAPHEIDE TRUCK EQUIPMENT	2,543.36
263933	*	000352	JILL KOLAITIS	1,664.00

Check Number	Early Release	Vendor #	Vendor	Amount
263934		004085	KONE INC	1,953.95
263935	*	000362	KROGER COMPANY	16.99
263937	*	005327	L3 TECHNOLOGIES, INC.	290.00
263938		002635	LAZARD ASSET MANAGEMENT LLC	16,369.18
263940		MISC	LIVE WELL CUSTOM HOMES LLC	2,500.00
263941	*	008158	LOGICALIS INC	9,700.00
263943		MISC	LSD OPERATING CO	500.00
263944	*	007354	ALIS MANOOGIAN	99.00
263945		MISC	MAPLE ELM DEVELOPMENT COMPANY LLC	200.00
263946		MISC	MARIANI RAHMAN	100.00
263947	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
263948		008207	METAL MART U.S.A.	128.00
263949		MISC	MGA ROOFING LLC	100.00
263950		004388	MICHIGAN CHAPTER I.A.E.I.	280.00
263951		001387	MICHIGAN MUNICIPAL LEAGUE	3,640.96
263952	*	007659	MICHIGAN.COM #1008	96.25
263953		008420	MIDWEST POLICE MOTORCYCLE TRAINING	3,190.00
263957		000230	MIKE SAVOIE CHEVROLET INC	166.00
263958		000462	MOTOR CITY INDUSTRIAL	80.71
263961		007665	NATIONWIDE POWER SOLUTIONS INC.	2,054.68
263962		002792	PAUL O'MEARA	24.95
263963	*	000477	OAKLAND COUNTY	12,822.54
263964	*	004370	OCCUPATIONAL HEALTH CENTERS	144.00
263966	*	000481	OFFICE DEPOT INC	2,333.56
263971		MISC	PETER ALOYSIUS FRAUENHEIM	200.00
263972		001277	PHYSIO-CONTROL CORP.	18.70
263973		002518	PITNEY BOWES INC	153.42
263974		MISC	PRIME STARR CONSTRUCTION INC	100.00
263975		MISC	PRO HOME IMPROVEMENT INC	100.00
263976		MISC	PUTMAN & SONS	75.00
263977		MISC	QUINN, FRANK H II	158.64
263978		MISC	RADIANT HOISTING LLC	200.00
263979		003447	RAFT	400.00
263981	*	008976	RECRUITMILITARY, LLC	499.00
263982		004044	RECYCLED AGGREGATES	301.77
263983		MISC	RENEWAL BY ANDERSEN LLC	500.00
263984		MISC	ROCK BUILDING COMPANY INC	444.34
263985		MISC	ROCKSTAR GROUP	200.00
263986		008602	SEIZERT CAPITAL PARTNERS	9,751.00
263987		MISC	SHARON K MORAN	1,000.00
263988		007142	SHERWIN-WILLIAMS COMPANY	58.65
263990		MISC	SIGN A RAMA	200.00
263991		MISC	SINGLE PLY INTERNATIONAL OF MI	100.00

heck Number	Early Release	Vendor #	Vendor	Amount
263993	*	007907	SP+ CORPORATION	2,065.00
263994		000260	SPARTAN DISTRIBUTORS INC	179.42
263995		006783	STATE OF MICHIGAN	258.00
263996		MISC	SZALONY CONCRETE INC	100.00
263998		008159	TORTOISE CREDIT STRATEGIES, LLC	7,352.66
263999		MISC	TRADEMARK CONSTRUCTION SERVICES	1,000.00
264000		MISC	UNITED HOME SERVICES	100.00
264001	*	MISC	UNIVERSAL FIDELITY, LP	32.00
264002	*	008411	VARIPRO	1,541.00
264003	*	000158	VERIZON WIRELESS	105.12
264004	*	000158	VERIZON WIRELESS	50.67
264005		000158	VERIZON WIRELESS	50.74
264006	*	000158	VERIZON WIRELESS	427.38
264007		000298	VESCO OIL CORPORATION	83.25
264008		MISC	VESTEVICH, MARK T	200.00
264009		MISC	VITAL SIGNS	200.00
264010		MISC	WALLSIDE INC	100.00
264011		008963	KELLY WEIER	674.00
264013		008915	WILLIAMS REFRIGERATION & HEATING	678.00
264014	*	005794	WINDSTREAM	702.09
264015	*	003890	LAUREN WOOD	525.00
			SUBTOTAL PAPER CHECK	\$219,704.38
ACH TRANSACT	ION			
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	59,673.69
		008555	ABELL PEST CONTROL INC	40.00
		007345	BEVERLY HILLS ACE	48.60
		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	30.72
		000207	EZELL SUPPLY CORPORATION	91.10
		000592	GAYLORD BROS., INC	294.60
		000243	GRAINGER	224.54
	*	007465	IN-HOUSE VALET INC	3,000.00
		008851	INSIGHT INVESTMENT	4,880.60
		000261	J.H. HART URBAN FORESTRY	14,861.50
		003458	JOE'S AUTO PARTS, INC.	676.69
		006359	NYE UNIFORM COMPANY	386.50
		006497	RNA OF ANN ARBOR INC	4,420.00
		000254	SOCRRA	64,056.00
		000969	VIGILANTE SECURITY INC	170.00
		000306	WOLVERINE CONTRACTORS INC	1,645.00
			SUBTOTAL ACH TRANSACTION	\$154,499.54

Meeting of 01/28/2019

City of Birmingham Warrant List Dated 01/23/2019

Check Number Early Release Vendor # Vendor Amount

GRAND TOTAL

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

Mark Suhn

Mark Gerber Finance Director/ Treasurer

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



MEMORANDUM

Clerk's Office

DATE: January 11, 2019

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Mynsberge, City Clerk

SUBJECT: 2019 Village Fair – May 29 - June 2, 2019

INTRODUCTION:

The Birmingham Bloomfield Chamber of Commerce has submitted a Special Event application to hold the 2019 Annual Village Fair in Shain Park, on Martin St. between Pierce and Chester, on portions of Bates and Henrietta Streets, and on the sidewalks along Martin, Bates, and Henrietta Streets. The event is requested to be held on the following dates and times:

Private Party

Wednesday, May 29th from 5:00 – 10:00 PM

Open to the Public

Thursday, May 30th from 12:00 noon – 10:00 PM Friday, May 31st from 12:00 noon – 11:00 PM Saturday, June 1st from 11:00 AM – 11:00 PM Sunday, June 2nd from 12:00 noon – 9:00 PM.

BACKGROUND:

Prior to the application submission the Police Department reviewed the proposed event details for street closures and the need for safety personnel and approved the details. DPS, Planning, Building, Police, Fire, and Engineering have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

The corner of Pierce and Martin will not be blocked. The intersections of Merrill & Henrietta and Bates & Merrill will be open for one lane of traffic.

Equipment will be delivered, as it has been in the past, on Wednesday, May 29th at 1:00 AM. Set-up will not begin before 7:00 AM, per City ordinance.

The following events occur in May and June in Birmingham, and do not pose a conflict for this event:

Hometown Parade & Party Sunday, May 19 Shain Park/Downtown

Memorial Day service Monday, May 27 Shain Park Farmers Market Sundays Lot 6 Lungevity 5K Walk Saturday, June 1 Booth Park

Parkinsons Walk
In the Park concerts
Movies in Booth Park
Yoga in the Park
Saturday, June 8
Seaholm HS/neighborhood
Shain Park
Booth Park
Booth Park
Saturday, June 22
Shain Park

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the 2019 Village Fair special event to be held May 29, 2019 to June 2, 2019.

ATTACHMENTS:

- 1. Special Event application
- 2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 7, 2019. Notification addresses are on file in the Clerk's Office
- 3. Hold Harmless Agreement signed by the Chamber of Commerce, and Certificate of Insurance
- 4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Bloomfield Chamber of Commerce to hold the 2019 Annual Village Fair and private party in Shain Park and on the surrounding streets and sidewalks, May 29, 2019 through June 2, 2019, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

19-20011468

CITY OF BIRMINGHAM APPLICATION FOR SPECIAL EVENT PERMIT PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTLIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICER TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police	Department acknowledgement:
<i>I.</i>	EVENT DETAILS Incomplete applications will not be accepted. Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event
FEES:	FIRST TIME EVENT: \$200.00 ANNUAL APPLICATION FEE: \$165.00
(Pleas	e print clearly or type)
Date o	of Application January 4, 2019
	1-7
Name	of Event The 56th Annual Village Fair
Detaile	ed Description of Event (attach additional sheet if necessary) Annual Community Fair with rides, and games.
Locati	Shain Park on Martin St. between Pierce and Chester. Also on Bates and Henrietta Streets.
Date(s	s) of Event May 29 - June 2 Hours of Event mus 5/30 12-10pm Sat. 6/1 1144-11
Date(s	s) of Set-up May 29-30 Hours of Set-up 1 am - 3 pm
NOTE:	No set-up to begin before 7:00 AM, per City ordinance.
Date(s	s) of Tear-down June 3 Hours of Tear-down 9 pm - 12 am
Organ	ization Sponsoring Event Birmingham Bloomfield Chamber
Organ	ization Address 725 S. Adams Rd., Suite 130, Birmingham, MI 48009
	ization Phone 248-644-1700
J.,,	Contact Person Kelly Bennett or Joe Bauman
	Contact Phone 248-430-7688
	Contact Email kellyb@bbcc.com

II. <u>EVENT INFORMATION</u>

1.	Organization Type Civic organization, fund-raiser for the Chamber & benefits local non-profits
	(city, non-profit, community group, etc.)
2.	Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) TBD
3.	Is the event a fundraiser? YES NO List beneficiary Primary beneficiary is the Birmingham Bloomfield Chamber
	List expected income Profit estimated to be between \$25,000-\$35,000 Attach information about the beneficiary.
4.	First time event in Birmingham? YES NO NO NO If no, describe 56th Annual Village Fair
5.	Total number of people expected to attend per day Thousands per day - weather permitting
6.	The event will be held on the following City property: (Please list) Street(s) On Martin Street between Pierce and Chester. On Bates and Henrietta: the corner of Pierce & Martin will not be blocked. Merill and Henrietta AND Bates and Merrill will be open for one lane of traffic.
	Sidewalk(s) On Martin, Bates and Henrietta
	Park(s) Shain Park
7.	Will street closures be required? YES NO
•	(Police Department acknowledgement <u>prior to submission</u> of application is
	required) (initial here)
3.	What parking arrangements will be necessary to accommodate attendance? Bags over meters on Martin, Bates & Henrietta. Attendees will be encouraged to use parking structures.

W	Il staff be provided to assist with safety, security and maintenance? YES NO
	yes, please provide number of staff to be provided and any specialized training
	ceived.
	escribe A paid crew is hired for maintenance and clean-up. Safety and security is hired by North
_A	merican Midway Entertainment. Maintenance is coordinated by the Birmingham Bloomfield Chamber.
W	Il the event require safety personnel (police, fire, paramedics)?
	olice Department acknowledgement <u>prior to submission</u> of application is
	quired.) (initial here)
	escribe North American Midway pulls a water permit and works directly with the fire arshall.
W	ill alcoholic beverages be served? YES □ NO ■
	yes, additional approval by the City Commission is required, as well as the Michigan Liquor ontrol Commission.
W	ill music be provided? YES NO
_	Live AmplificationRecordedLoudspeakers
	Time music will begin
	Time music will end
	Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.
	Ill there be signage in the area of the event? YES NO Number of signs/banners 15-20
	Size of signs/banners 18"x24"
	Submit a photo/drawing of the sign(s). A sign permit is required.
W	ill food/beverages/merchandise be sold? YES ■ NO □
•	Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks
	prior to the event.
	You must obtain approval from the Oakland County Health Department for all
•	food/beverage sales/donations. Contact <u>ehclerk@oakgov.com</u> or 248-535-9612 to
	obtain Health Department approval.
•	There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00

daily fee, per location.

LIST OF VENDORS/PEDDLERS (attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK- UP REQUIRED?	ELECTRIC REQUIRED?
-			
***	7		
	:		

III. EVENT LA YOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area
- 1. Will the event require the use of any of the following municipal equipment? (show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables	12	6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	30	\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	10	\$350.00/per dumpster per day.	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	_ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	Yes/TBD	\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System	NO	\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO (show location of each on map) NOTE: Stakes are not allowed.

ТҮРЕ	QUANTITY	SIZE
Tents/Canopies/Awnings	TBD	10x10
(A permit is required for tents over 120 sq ft)	טסו	TUXTU
Portable Toilets	6	
Rides	16	
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)	Food and game booths (20-25)	

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME	56th Annual Village Fair
	May 29-June 2

The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Signature 1-4-19
Date

IV. <u>SAMPLE LETTER TO NOTIFY ANY AFFECTED</u> <u>PROPERTY/BUSINESS OWNERS</u>

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.



HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, the (applicant/organization name) and any entity or person for whom the (applicant/organization name) 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 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 activity/event. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham."

Applicant's signature Date

BIRMBLO-01

KMCCANN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

lf th	SU is c	BR(erti	DGATION IS ficate does no	WAI ot co	VED, subj nfer rights	ect to to the	the cert	terms and conditions of ificate holder in lieu of su	ich end	dorsement(s).	require an endorser	nent. A s	tatement on
PROD	UCE	R							CONTACT Shari Hornyak					
Eme	rso n T	n-P	rew Iranh Road						PHONE (A/C, No, Ext): (248) 203-1817 FAX (A/C, No):					
			raph Road	_					E-MAIL ADDRE	_{ss:} shornya	k@epi-ins.d	com		
Bing	han	n Fa	arms, MI 4802	5						IN	SURER(S) AFFOR	RDING COVERAGE		NAIC #
								RA: West B	end Mutual	Insurance Compa	ny	15350		
INSU	RED								INSURE	R в : Accide	nt Fund Insu	rance Company of	America	10166
Birmingham Bloomfield Chamber of Commerce 725 S. Adams, Suite 130				INSURE	RC:									
				INSURER D:										
			Birminghan	n, IVII	48009				INSURE	RE:				
									INSURE	RF:				
COV	/ER	RAG	ES		CE	RTIFIC	CATE	NUMBER:				REVISION NUMBER	:	
INI CE	DIC/	ATE	D. NOTWITHS	STAN ISSU	DING ANY ED OR MA	REQUI Y PER	REME TAIN,	SURANCE LISTED BELOW HENT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	OED BY	ANY CONTRA Y THE POLIC	CT OR OTHER IES DESCRIB	R DOCUMENT WITH RE	SPECT TO	WHICH THIS
INSR LTR			TYPE OF INSU	JRANG	CE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	L	IMITS	-
Α	X	СО	MMERCIAL GENE	RAL L	IABILITY							EACH OCCURRENCE	\$	1,000,000
			CLAIMS-MADE	X	OCCUR	X		A04349103		06/29/2018	06/29/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	200,000
						_						MED EXP (Any one person)	\$	10,000
												PERSONAL & ADV INJURY	s	1,000,000
1														2 000 000

LTR	TIPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMII	3	
Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X		A04349103	06/29/2018	06/29/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	200,000
							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO			A04349103	06/29/2018	06/29/2019	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
Α	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000
	EXCESS LIAB CLAIMS-MADE			A04349103	06/29/2018	06/29/2019	AGGREGATE	\$	1,000,000
	DED X RETENTION\$							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A		WCV8011508	06/29/2018	06/29/2019	E.L. EACH ACCIDENT	\$	500,000
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TThe City of Birmingham Including all Elected and Appointed Officials; All Employees & Volunteers; Board Members; Employees & Volunteeres are Named as Additional Insured. This Coverage Shall be Primary and Non-Contributory.

Event: 56th Annual Birmingham Village Fair - May 29, 2018 Through June 2, 2018

CERTIFICATE HOLDER	CANCELLATION
City of Birmingham 151 Martin St. P. O. Box 3001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Birmingham, MI 48009	AUTHORIZED REPRESENTATIVE JANUA ROBERT



SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: Friday, January 04, 2019

TO: Residential Property or Business Owner

Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires we notify any property owners or business owners that may be affected by the special event of the date and time the City Commission will consider our request so an opportunity exists for comments prior to this approval.

EVENT INFORMATION

NAME OF EVENT: 56th Annual Birmingham Village Fair

LOCATION: On Martin St. between Pierce and Chester. On Bates and Henrietta. See back for map.

DATE(S) & HOURS OF EVENT:

Wednesday, May 29, 2019

Thursday, May 30, 2019

Friday, May 31, 2019

Saturday, June 1, 2019

Sunday, June 2, 2019

5-10 p.m. Private Pre-Party

12-10 p.m. Open to the public

12-11 p.m. Open to the public

11 a.m. - 11 p.m. Open to the public

12-9 p.m. Open to the public

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Community fair with rides, food and games.

DATE(S) OF SET-UP: Tuesday, May 29 & Wednesday, May 30

HOURS OF SET-UP: I a.m. - 3 p.m.

DATE(S) OF TEAR-DOWN: Sunday, June 3, 2018 HOURS OF TEAR-DOWN: 9 p.m. – 12 a.m.

DATE OF CITY COMMISSION MEETING: Monday, January 28, 2019

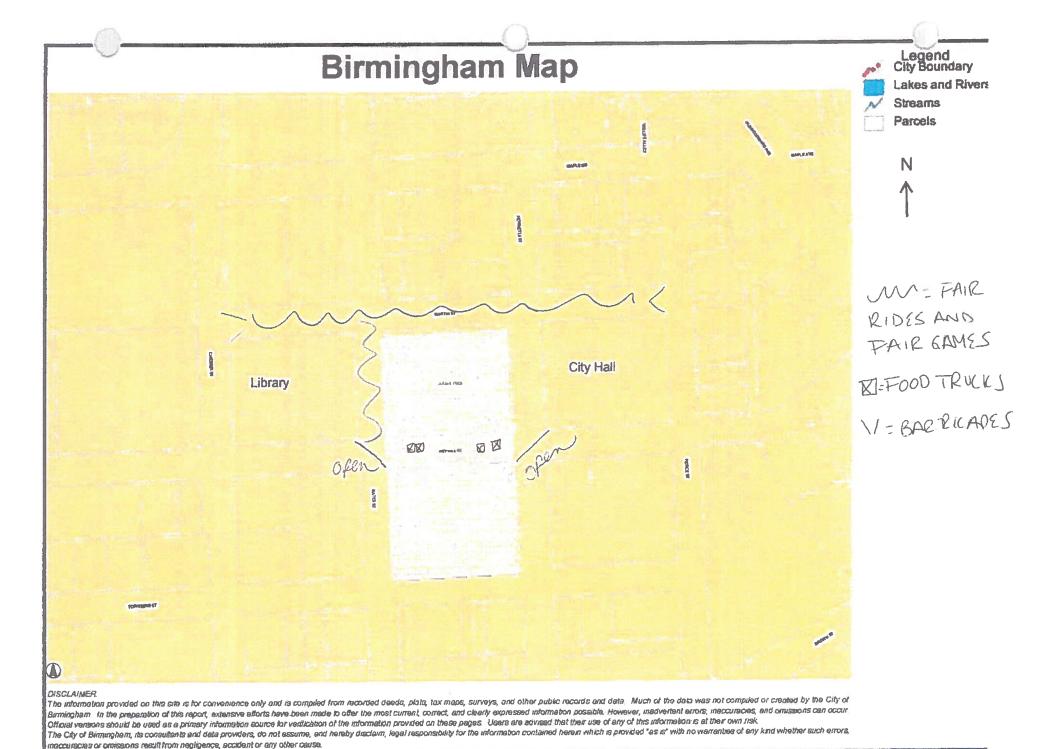
The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248) 530-1880. Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Birmingham Bloomfield Chamber ADDRESS: 725 S. Adams, Suite 130, Birmingham MI 48009

PHONE: (248) 430-7688

FOR QUESTIONS ON DAY OF EVENT, CONTACT:

Kelly Bennett Birmingham Bloomfield Chamber 248-505-4149



DEPARTMENT APPROVALS

EVENT NAME 2019 Village Fair

LICENSE NUMBER #19-00011468

DATE OF EVENT: 5/29 – 6/3/19

COMMISSION HEARING DATE: Jan. 28, 2019

NOTE TO STAFF: Please submit approval by Jan. 11, 2019

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	ВС	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM		Electrical permits for generators	\$387.59	
FIRE 101-000.000-634.0004 248.530.1900	JMC	 No Smoking in any tents or canopy. Signs to be posted. All tents and Canopies must be flame resistant with certificate on site. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access 		\$2700	

aisle unless approved by the Fire Marshal. 6. Pre-event site inspection required. 7. A prescheduled inspection is required for food vendors through the Bidg, dept, prior to opening. 8. All food vendors are required to have an approved Sibs. multi-purpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high heat and approved by the fire		
6. Pre-event site inspection required. 7. A prescheduled inspection is required for food vendors through the Bidg, dept. prior to opening. 8. All food vendors are required to have an approved Sibs. multipurpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkfier connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression systems shall be inspected, tested, and properly lagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
required. 7. A prescheduled inspection is required for food vendors through the Bldg, dept. prior to opening. 8. All food vendors are required to have an approved Sibs. multipurpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant sor fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression system shall be inspected, tested, and properly lagged prior to the event. All Sprinkler heads shall be of the		
7. A prescheduled inspection is required for food vendors through the Bidg, dept. prior to opening. 8. All food vendors are required to have an approved Sibs. multipurpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression system shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	6. Pre-ev	ent site inspection
required for food vendors through the Bidg. dept. prior to opening. 8. All food vendors are required to have an approved 5lbs, multi- purpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc., shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	require	ed.
through the Bldg, dept. prior to opening. 8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression systems and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Oulck Response type unless serving an area of high	7. A pres	cheduled inspection is
through the Bldg, dept. prior to opening. 8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression systems and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Oulck Response type unless serving an area of high	require	ed for food vendors
opening. 8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	·	
8. All food vendors are required to have an approved 5lbs. multipurpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
have an approved 5lbs. multi- purpose (ABC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Ouick Response type unless serving an area of high		
purpose (ÅBC) fire extinguisher on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant or fire sprinkler connections on buildings. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Ouick Response type unless serving an area of high		·
on site and accessible. 9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		· ·
9. Cords, hoses, etc. shall be matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	· · ·	
matted to prevent trip hazards. 10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
10. Exits must be clearly marked in tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrants or fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
tents/structures with an occupant load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
load over 50 people. 11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant sor fire sprinkler connections on buildings. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		· I
fire station as needed. Dial 911 for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
for fire/rescue/medical emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		· ·
emergencies. 12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Ouick Response type unless serving an area of high		
12. A permit is required for Fire hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
hydrant usage. 13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
fire sprinkler connections on buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
buildings. 14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	13. Do No	obstruct fire hydrants or
14. Provide protective barriers between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	fire sp	inkler connections on
between hot surfaces and the public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	buildin	gs.
public. 15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	14. Provid	e protective barriers
15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	betwee	en hot surfaces and the
15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	public.	
capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	·	king hood systems that
must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
suppression system and a K fire extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
extinguisher in addition to the ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		· ·
ABC Extinguisher. 16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high		
Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high	·	
155 degree Quick Response type unless serving an area of high		
unless serving an area of high	·	
	neat a	iu approveu by the rire

		Marshal. The suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and Barricades		\$3400	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	Will provide: *1). 10 dumpsters and dumping each day. If event would like to provide their own trash service the cost would be reduced. 2). 30 PSD boxes/Bags 3). 12 Picnic Tables 4). Delivery/Removal of barricades 5). Vendors are responsible for cleaning the area, including the granite pavers. Any cleanup not done will be arranged for by DPS and billed to event. This includes grease, trash and anything else related to the event. 6). Hydrant permit for water usage. Does not include water that will be used for the event.		\$6,000	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Maintain 5' clear pedestrian path on all sidewalks. Keep handicap sidewalk ramps clear. No pavement damage allowed on roads or sidewalks.	None	\$0	\$0
SP+ PARKING					
INSURANCE 248.530.1807	CA	Approved	None	\$0	\$0

CLERK 101-000.000-614.0000 248.530.1803	Notification mailed by applicant on 1/7/19. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than (submitted).	Applications for vendors license must be submitted no later than 5/14/19.	\$165 pd	
			TOTAL DEPOSIT REQUIRED \$12,487.59	ACTUAL COST

FOR CLERK'S OFFICE USE
Deposit paid
Actual Cost
Due/Refund

Rev. 1/10/19 h:\shared\special events\- general information\approval page.doc



MEMORANDUM

Clerk's Office

DATE: January 3, 2019

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Mynsberge, City Clerk

SUBJECT: 2019 "I Gave My Sole for Parkinson's" Walk – June 8, 2019

INTRODUCTION:

The Michigan Parkinson Foundation has submitted a Special Event application to hold the 2019 "I Gave My Sole for Parkinson's" Walk at Seaholm High School and on surrounding neighborhood streets on Saturday, June 8th, 2019. Set-up for the event is scheduled for Saturday, June 8th from 7 am to 9 am. The event begins at 9 am and ends at 1 pm, with tear-down scheduled to end at 2 pm.

BACKGROUND:

Prior to application submission the Police Department reviewed the proposed event details for street closures and the need for safety personnel and approved the details. DPS, Planning, Building, Police, Fire, and Engineering have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

The following events occur in June in Birmingham, and do not pose a conflict for this event:

Farmers Market	Sundays	Lot 6
Lungevity Foundation 5K walk	Saturday, June 1	Booth Park
In the Park concerts	Friday, June 14	Shain Park
Movies in Booth Park	Friday, June 14	Booth Park
Yoga in the Park	Saturday, June 22	Shain Park

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the 2019 Michigan Parkinson Foundation's special event to be held June 8th, 2019 from 9 am to 1 pm, with set-up to begin June 8th between 7 am and 9 am. Tear-down will begin at the conclusion of the event on June 8th and is scheduled to end at 2 pm.

ATTACHMENTS:

- 1. Special Event application
- 2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 9, 2019. Notification addresses are on file in the Clerk's Office
- 3. Hold Harmless Agreements signed by the Michigan Parkinson Foundation (Certificate of Insurance due on or before May 24, 2019)
- 4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Michigan Parkinson Foundation to hold the "I gave my sole to Parkinsons" walk at Seaholm High School and on the surrounding streets on June 8, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

19-00011466

CITY OF BIRMINGHAM APPLICATION FOR SPECIAL EVENT PERMIT PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTLIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICER TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police Department acknow	rledgement:	-Cl	
 EVENT DETAILS Incomplete applicat Changes in this info least three weeks p 	ions will not be ac rmation must be s	•	y Clerk, in writing, at
FEES: FIRST TIME E ANNUAL APP	VENT: LICATION FEE:	\$200.00 \$165.00	
(Please print clearly or type)			
Date of Application Decemb	er 6, 2018		
Name of Event "I Gave My s	Sole for Parkinson's" V	Valk	
Detailed Description of Ever	nt (attach additional shee	et if necessary)	
Fundraising event at which part			
neighborhoods north of Seaholn Parkinson Foundation to continu			
disease and their families throu services sold), donated food & b			
assigned volunteers. _OCatiONSeaholm High Scl	nool - Football Field		
Date(s) of Event Saturday,		Hours of Event 9:0	0 am - 1:00 pm
Date(s) of Set-up	une 8, 2019	Hours of Set-up	7:00 am - 9:00 am
NOTE: No set-up to begin	before 7:00 AM, pe	er City ordinance.	
Date(s) of Tear-down Sat	urday, June 8, 2019	Hours of Tear-dowr	1:00 pm - 2:00 pm
Organization Sponsoring Ev	ent <u>Michigan Parkin</u>	son Foundation (MPF)	
Organization Address3040	00 Telegraph Road, Su	ite 150, Bingham Farm	s, MI 48025
Organization Phone	3-1011		
Contact PersonDia	ne Kraft, Walk Manago	er	
Contact Phone	248-433-1160		
Contact Emailpro	grams@parkinsonsmi.	org	

II. EVENT INFORMATION

Organization Type	Non-Profit
(city, non-profit, c	community group, etc.)
Additional Sponso	rs or Participants (Provide name, address, contact person, status, etc. for all
additional organiz	ations sponsoring your event.) Please see attached listing of 2018 Sponsors.
We expect many o	f the same Sponsors to return in 2019. Sponsors were contacted week of
November 26, 20	018 with information and Sponsorship Opportunities for the 2019 Walk.
Is the event a fun	Michigan Parkinson Foundation
List expected in	come \$211,000
	on about the beneficiary. (see attached)
Total number of p	his will be Michigan Parkinson Foundation's 3rd Walk Event at Seaholm HS eople expected to attend per day held on the following City property: (Please list)
X Sidewalk(S)(see attached map)
Park(s)	
	2
	s be required? YES NO X
	ment acknowledgement <u>prior to submission</u> of application is
required) (in	itial here)
What parking attendance? Sea	arrangements will be necessary to accommodate holm parking lots will be utilized.

I	f yes, please provide number of staff to be provided and any specialized training
re	eceived.
_	escribe MPF Staff (4), Committee Members (6), and volunteers (50+), and Birmingham Schools Fa
	will be on-site day of event. Each area will have a Lead that will instruct other volunteers. All Leads will be provided with Cell Phone #'s for all MPF Staff.
	/ill the event require safety personnel (police, fire, paramedics)? YES 🗴 NO 🔃
	Police Department acknowledgement <u>prior to submission</u> of application is
re	equired.) (initial here)
	escribe MPF will request safety personnel on the walk route to ensure participants are safe while
_	crossing two different locations at Maple Road (see attached map, same as 2018).
W	/ill alcoholic beverages be served? YES NO 🗵
If	yes, additional approval by the City Commission is required, as well as the Michigan Liquo
C	ontrol Commission.
	/ill music be provided? YES x NO
-	X Live Amplification Recorded X _Loudspeakers
	Time music will begin 9:30 am
	Time music will end
	Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.
W	/ill there be signage in the area of the event? YESX NO
	Number of signs/banners 100+ Hero signs on walk route, 20 directional signs, 2 Sponsor signs
	Size of signs/banners 18" x 24", 36" x 24" Sponsor signs (sample of signs attached)
	Submit a photo/drawing of the sign(s). A sign permit is required.
W	/ill food/beverages/merchandise be sold? YES NO X
•	Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks
	prior to the event.
•	You must obtain approval from the Oakland County Health Department for al
	food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to
	obtain Health Department approval.
•	There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00
	daily fee, per location.

LIST OF VENDORS/PEDDLERS (attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK- UP REQUIRED?	ELECTRIC REQUIRED?
N/A	N/A	N/A	N/A
			10
	110000000000000000000000000000000000000		
N. S.		200	9.4
	9.0000000000000000000000000000000000000		

III. <u>EVENT LAYOUT</u>

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area
- 1. Will the event require the use of any of the following municipal equipment? (show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables	N/A	6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	N/A	\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	N/A	\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	<u>o</u> # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	N/A	Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System	N/A	\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO (show location of each on map) NOTE: Stakes are not allowed.

ТҮРЕ	QUANTITY	SIZE
Tents/Canopies/Awnings	20	10' x 10'
(A permit is required for tents over 120 sq ft)		20 / 20
Portable Toilets	N/A	N/A
Rides	N/A	N/A
Displays	N/A	N/A
Vendors	N/A	N/A
Temporary Structure (must attach a photo)	N/A	N/A
Other (describe)	N/A	N/A

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME	Michigan Parkinson Foundation "I Gave My Sole for Parkinson's" Wa	alk
EVENT DATE _	Saturday, June 8, 2019	

The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Marysul Vongar Signature

Date

IV. SAMPLE LETTER TO NOTIFY ANY AFFECTED PROPERTY/BUSINESS OWNERS

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.



City of Birmingham Application for Special Event Permit

Additional Information

II. EVENT INFORMATION

Question 2 - Additional Sponsors

Potential 2019 Event Sponsors (Sponsorship Levels TBD):

AbbVie Pharmaceutical 2785 Long Meadow Lane Rochester Hills, MI 48307 Sarah Kruger

Lundbeck 7980 Byron Depot Drive SW Byron Center, MI 49315 Ben Hitchcock

US World Meds, LLC 118 Hubb Cross Rd. Bloomfield Hills, MI 48301 Stephanie Belf

Medtronic 2262 Hampton St. White Lake, MI 48386 Phil Dannewitz

St. John Providence Health System Centers of Excellence Marketing 18000 W. Nine Mile Rd., Suite 1220 Southfield, MI 48075-3728 Theresa Vigiano

Henry Ford Health System Department of Neurology 6777 W. Maple West Bloomfield, MI 48322 Cynthia Lang

CAPS Remodeling 826 West 11 Mile Rd. Madison Heights, MI 48071 Jeff Cates

Question 3 - Additional Information about Michigan Parkinson Foundation:

For the past 35 years, the Michigan Parkinson Foundation has attempted to keep pace with the needs of people with Parkinson's, their families and health professionals. Through a strategic planning process, the following have been developed as guiding principles:

Our Mission:

- To educate and provide support to people with Parkinson's and related disorders, their loved ones and care partners, and the physicians and other allied health professionals who diagnose and treat those affected by the illness.
- To support research into the mechanisms underlying the disease and therapeutic strategies aimed at reducing the burden of illness.
- To engage and enlist the support of institutions and individuals whose activities impact the needs of people with Parkinson's and related disorders.

Our Vision:

MPF will be the premier education and support organization in Michigan for people with PD, their care partners, and the physicians and allied health professionals that diagnose and treat PD patients.

Every person with Parkinson's and related disorders shall receive responsive compassionate quality care and support.

Our Goal:

No person with Parkinson's should be without responsive, quality care and support.

Our Services and Programs:

Direct Patient Services

Information and neurologist referral.

Financial assistance for Parkinson medications.

Financial assistance for Respite Care Services, both in-home and at an adult day care facility. Legal assistance with obtaining medical disability, estate and trust planning, long term medical guardianship, etc.

MPF Website

MPF YouTube Channel which has videos of past educational programs and symposiums.

Social media presence on Facebook

Research Grants

Education Programs

Orientation to Parkinson's: a two hour programs for those newly diagnosed.

Living with Parkinson's: a five week workshop address the care, treatment and management of Parkinson's disease.

Support Groups: Currently, there are 74 Support Groups throughout Michigan.

Event Organizer: Michigan Parkinson Foundation

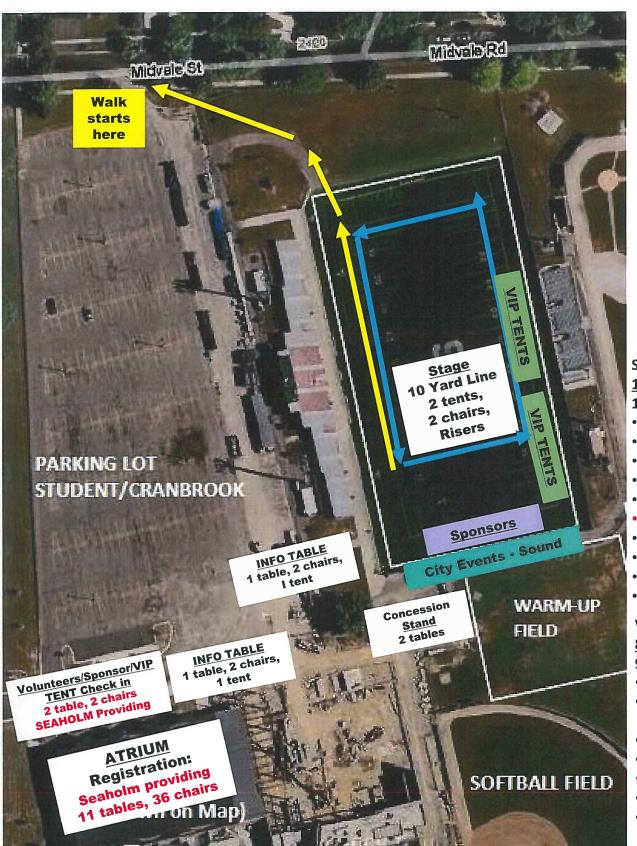
30400 Telegraph Rd., Suite 150 Bingham Farms, MI 48025

248-433-1011



2018 "I Gave My Sole for Parkinson's" Seaholm High School, Birmingham MI

Seaholm HS 2436 W. Lincoln Birmingham, MI 48009



MPF has 26 tents

Bob B's Party Rental: 25 6' tables 75 chairs

Seaholm (Atrium): 11 6' tables 36 chairs

Sponsors (as of 5/11) **10 Sponsors**

11 Tents, Tables

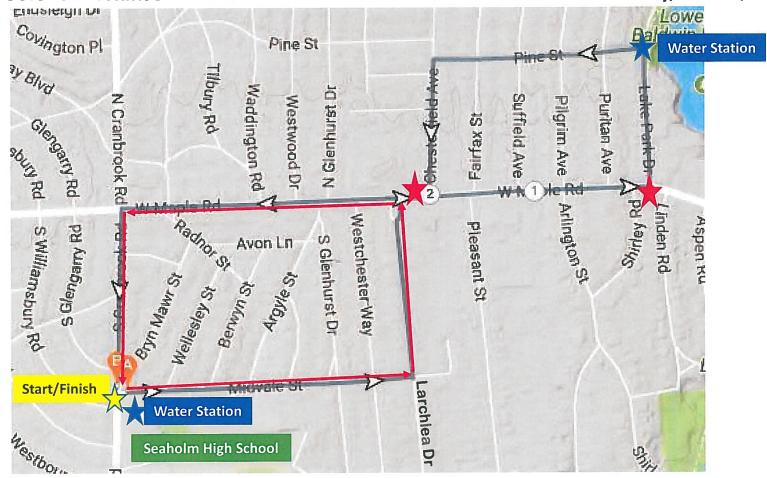
- Acadia
- **Adamas**
- **Boston Scientific** CAPS Remodel'g
- **Henry Ford**
- Home Instead (2)
- Lundbeck
- Medtronic
- MIND
- US WorldMeds

VIP TENTS (5/11) 8 VIPS

9 Tents, Tables

- PD Self Class
- Marcella's Marchers
- Sue's Solemates
- **KBC Tools**
- Team Clark (2)
- Team Triumph
- Motivate to Move
- The Boxing Rink

"I Gave My Sole for Parkinson's" 2019 Metro Detroit Area WALK Routes – Saturday, June 8, 2019



3 Mile Route (blue lines)

Walk begins on corner of Cranbrook & Midvale

- Right (east) on Midvale to Larchlea
- Left (north) on Larchlea to W. Maple
- Right (east) on W. Maple to Lake Park
- Left (north) on Lake Park (at traffic light) to Pine
- · Left (west) on Pine to Chesterfield
- Left (south) on Chesterfield to W. Maple (cross at traffic light)
- Right (west) on W. Maple to S. Cranbrook
- Left (south) on S. Cranbrook to Midvale Return to Seaholm High School.

1 Mile Route (red lines)

Walk begins on corner of Cranbrook Rd. & Midvale St.

- Right (east) on Midvale to Larchlea
- Left (north) on Larchlea to W. Maple
- Left (west) on W. Maple to Cranbrook
- Left (south) on S. Cranbrook to Midvale Return to Seaholm High School.



Police Officers stationed here during walk.



- 1. Start Line (Midvale, just outside of Seaholm Football Field)
- 2. Midvale at Glenhurst (intersection to assist with crossing street)
- 3. Midvale at Westchester (intersection to assist with crossing street)
- 4. Midvale at Larchlea (intersection to assist with crossing street)
- 5. 395 Larchlea (in front of house)
- 6. Larchlea at Maple (Turn RIGHT for 3 Mile Route and LEFT for 1 Mile Route)
- 7. Maple and Arlington (intersection to assist with crossing street)
- 8. Maple at Lake Park Dr (at intersection with Police Officer assisting)
- 9. Lake Park Dr at Pine (at intersection to make sure walkers turn LEFT on Pine)
- 10. Pine and Pilgrim (at intersection to assist with crossing street)
- 11. Pine and Chesterfield (intersection to make sure walkers turn LEFT onto Chesterfield)
- 12. Chesterfield and Maple (at intersection to cross Maple with Police Officer assisting)
- 13. Maple at Glenhurst (at intersection to assist with crossing street)
- 14. Maple and Cranbrook (intersection to make sure walkers turn LEFT onto Cranbrook)



January 9, 2019

Dear Friends,

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City Commission will consider our request so that an opportunity exists for comments prior to this approval.

EVENT INFORMATION:

Name of Event: "I Gave My Sole for Parkinson's" Walk Event

Location: Seaholm High School

Date of Event: Saturday, June 8, 2019 Hours of Event: 9:00 am – 1:00 pm

Brief Description: Michigan Parkinson Foundation will be holding a Fundraiser at Seaholm High School which will consist of a 1 Mile or 3 Mile Walk through the area north of the school. There will be Birmingham Police officers stationed at the two crossing areas on Maple Road to ensure the safety of our participants. This is a family event open to all ages. Monies raised will be used to fund services and special programs provided by Michigan Parkinson Foundation for people affected by Parkinson's disease and their families.

Date of Set-up: Saturday, June 8, 2019 at Seaholm High School Field Area from 7:00 am – 9:00 am Date of Tear-down: Saturday, June 8, 2019 from 1:00 pm –2:00 pm

Date of City Commission Meeting: Monday, January 28, 2019 at 7:30 pm

The City Commission meets in Room 205 of the Municipal Building at 151 Martin at 7:30 pm. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248) 530-1880. Log on to www.bhamgov.org/events for a complete list of special events.

Event Organizer: Michigan Parkinson Foundation

30400 Telegraph Rd., Suite 150 Bingham Farms, MI 48025

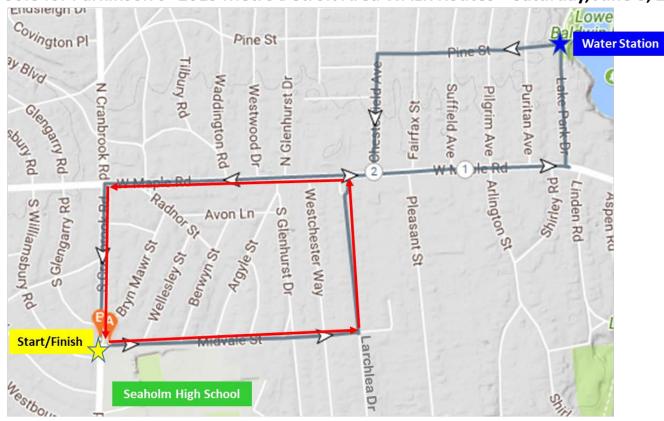
248-433-1011

For Questions on Day of Event, Contact Diane Kraft at 248-931-4628 (Cell).

A map showing Walk Route is attached.

Dedicated to People Living with Parkinson's

"I Gave My Sole for Parkinson's" 2019 Metro Detroit Area WALK Routes – Saturday, June 8, 2019



3 Mile Route (blue lines)

Walk begins on corner of Cranbrook & Midvale

- Right (east) on Midvale to Larchlea
- Left (north) on Larchlea to W. Maple
- Right (east) on W. Maple to Lake Park
- Left (north) on Lake Park (at traffic light) to Pine
- Left (west) on Pine to Chesterfield
- Left (south) on Chesterfield to W. Maple (cross at traffic light)
- Right (west) on W. Maple to S. Cranbrook
- Left (south) on S. Cranbrook to Midvale Return to Seaholm High School.

1 Mile Route (red lines)

Walk begins on corner of Cranbrook Rd. & Midvale St.

- Right (east) on Midvale to Larchlea
- Left (north) on Larchlea to W. Maple
- Left (west) on W. Maple to Cranbrook
- Left (south) on S. Cranbrook to Midvale Return to Seaholm High School.



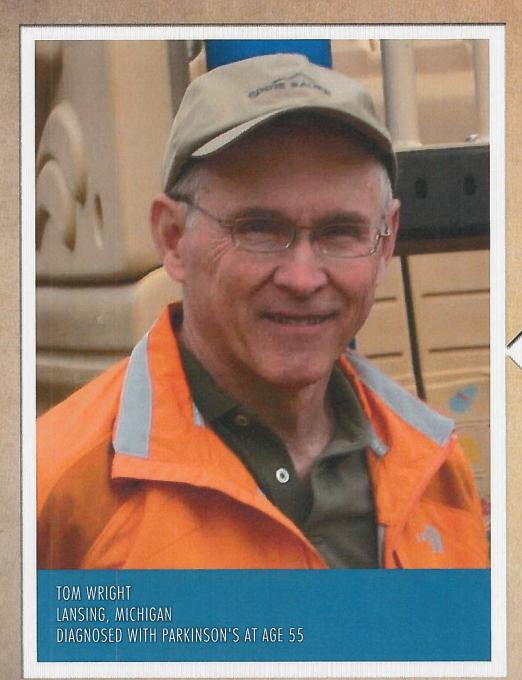


14EKO SibN - 18" X 24"

A HERO FOR THE PARKINSON'S COMMUNITY

I did not know how strong I was until I realized being strong was the only choice I have.





Directional Signs-18" X24"



In Memoriam

Founding President Raymond B. Bauer, MD

Board of Directors

Chairman Jeff Laethem

President

Paul A. Cullis, MD

Vice-Chair Brian True

Secretary

Richard Merson, PhD, CCC-SLP

Treasurer

Lawrence Millman, CPA

Jeffrey Appel, Esq Tyrone Baharozian, Esq David I. Bartczak Carole Briggs, RN David Floore Edwin B. George, MD, PhD Linda Grap Deanna Hatmaker Suzanne Holguin, RN Jeff Laethem Peter A. LeWitt, MD Maxine Meach Jeanne Merchant Merry O'Connell, RN Sara Schimke, JD Karen Tajer Janet Whitaker, B.S., M.Ed. Ed.S.

Professional Advisory Board Peter A. LeWitt, MD

Chairman

Brian Berryhill, Pharm.D. Stuart Blatt, PhD, PT Patrik Brundin, MD, PhD Chris Cahill, MA Kelvin L. Chou, MD Timothy Collier, PhD Brian Cooper, OTR Paul A. Cullis, MD Doree-Ann Espiritu, MD Karen Freshwater, PA-C Edwin B. George, MD, PhD John L. Goudreau, DO, PhD Shana Krstevska, MD Richard Merson, PhD, CCC-SLP Neepa Patel, MD Parag Patil, MD, PhD Barbara Pickut, MD, MPH Jason Schwalb, MD Christos Sidiropoulos, MD Ashok Sriram, MD Danette Taylor, DO Denise Van Etten, RN Kara J. Wyant, MD Glenna Yaroch MBA, PT Laura Zeitlin, LMSW

Chief Executive Officer

Mary Sue Lanigan

Founding Chairman
Thomas A. Cracchiolo



HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, the Michigan Parkinson Foundation and entity or person for whom the Michigan Parkinson Foundation 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 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 activity/event. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham."

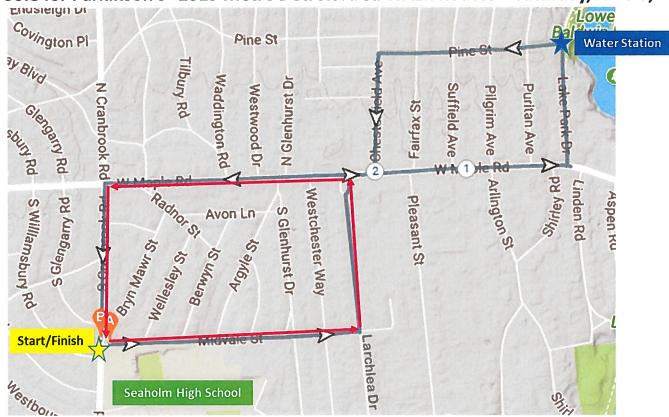
Mary Sue Lanigan, CEO

Michigan Parkinson Foundation

Date

12-6-18

"I Gave My Sole for Parkinson's" 2019 Metro Detroit Area WALK Routes – Saturday, June 8, 2019



3 Mile Route (blue lines)

Walk begins on corner of Cranbrook & Midvale

- Right (east) on Midvale to Larchlea
- Left (north) on Larchlea to W. Maple
- Right (east) on W. Maple to Lake Park
- Left (north) on Lake Park (at traffic light) to Pine
- Left (west) on Pine to Chesterfield
- Left (south) on Chesterfield to W. Maple (cross at traffic light)
- Right (west) on W. Maple to S. Cranbrook
- Left (south) on S. Cranbrook to Midvale Return to Seaholm High School.

1 Mile Route (red lines)

Walk begins on corner of Cranbrook Rd. & Midvale St.

- Right (east) on Midvale to Larchlea
- Left (north) on Larchlea to W. Maple
- Left (west) on W. Maple to Cranbrook
- Left (south) on S. Cranbrook to Midvale Return to Seaholm High School.







30400 Telegraph Road - Suite #150 - Bingham Farms MI 48025 (248) 433-1011 or (800) 852-9781 - Fax: (248) 433-1150 - www.parkinsonsmi.org

Michigan Parkinson Foundation (MPF) is a non-profit 501(c) (3) organization in Michigan whose mission is to educate and provide support to people with Parkinson's and related disorders, their loved ones and care partners, and the physicians and other allied health professionals who diagnose and treat those affected by the illness. We are financed through individual donations, community grants, corporate sponsorships and fundraising events. The revenue raised stays here in Michigan and directly impacts the quality of life for those residents in Michigan who live with Parkinson's disease. Below is a listing of our services and programs.

DIRECT PATIENT SERVICES

Information and Referral: For patients and families alike, a diagnosis of Parkinson's often results in fear, misinformation and lots of questions. MPF is there with needed help. We provide a toll free help line (800-852-9781), a website, a newsletter, educational brochures, a library of books and videos, and referrals to neurologists and other community resources.

Website: www.parkinsonsmi.org

- Information on the symptoms, diagnosis and treatment of Parkinson's disease (PD)
- Schedule of PD patient education programs throughout the state
- Calendar of events
- List of PD exercise & dance programs by region
- 74 support groups listed by county

- Articles about various aspects of Parkinson's, written by experts in Movement Disorders
- List of PD Medications, indications and side effects
- Neurology Referral List
- Electronic version of the Messenger Newsletter
- Monthly Virtual Support Group (Conference Call)

Medication Assistance: Medications taken by people with Parkinson's cost between \$1,000 and \$20,000 out of pocket each year! For many who cannot afford this expense, it is a choice of food or treatment. In response, MPF helps pay for prescription medications for qualifying individuals with Parkinson's disease. **We provide up to \$500 per year per person.**

Financial Assistance for Respite Care Services: Families become round-the-clock caregivers for those with Parkinson's. MPF helps by providing financial assistance for in home respite care, short term overnight care at a facility or day time Adult Day Care service.

MPF YouTube Channel: Educational programs, symposiums and forums on Parkinson's are videotaped and posted to our own YouTube channel.

Legal Assistance: Attorneys on our volunteer board provide assistance and direction on various legal issues that people with Parkinson's encounter such as remaining in the work force, obtaining medical disability, estate and trust planning, long term medical guardianship, and power of attorney.

DIRECT PATIENT SERVICES (continued)

Research Grants: MPF awards an annual grant to a scientist in Michigan

April of 2017 we awarded the Bauer Research Grant Award to Kathy Steece-Collier, PhD,

Professor of Dept. of Translational Science & Molecular Medicine at Michigan State University.

Research Goal: Examining the structural reorganization of nerve cells and their circuits in preclinical models of PD associated with drug- and graft-induced side-effects and/or efficacy failure.

Social Media Presence: MPF Facebook Page, 2730 active followers.

2018 EDUCATION PROGRAMS:

Orientation to Parkinson's a two hour program for the newly diagnosed. This program is delivered by health care professionals throughout the state.

Living with Parkinson's, a series of six workshops addressing the care, treatment and management of Parkinson's disease.

Beaverton, MI - May 3 - May 31, 2018

Birmingham, MI - May 8 - June 12, 2018

Grand Rapids, MI - September 12 - October 17, 2018

Bay City, MI – October 4 – November 1, 2018

PD Self Efficacy: A program for the newly diagnosed (under three years) that meets once a month for three hours for nine months, beginning October 2018. The program provides people with Parkinson's with an in-depth understanding of the disease and the self-efficacy tools to manage it with confidence. The program is taught by an occupational therapist and an individual who has lived PD for 8 years.

2018 Professional Education: programs for health care professionals to improve patient care.

June 8, 2018 – MPF Symposium "Treating & Managing Parkinson's Disease"

August 17, 2018 - MPF Symposium at Bay College in Iron Mountain, MI

September 26, 2018 – Grand Challenges in Parkinson's Disease at the

Van Andel Research Institute in Grand Rapids, MI

Support Groups: MPF sponsors 74 Parkinson's support groups throughout Michigan. These groups provide individuals with Parkinson's disease, their families and friends a network of information, fellowship and understanding. The MPF provides financial assistance for each group; advertises the group's meetings and maintains an updated list of current support group calendar of events on the website. A hard copy list of all support groups is included in each patient information packet.

Facilitator Training: Each year, MPF holds a two-day training event at which Facilitators (support group leaders) are invited to come together for training and updates on Parkinson's disease. MPF provides training, lodging and meals for up to four representatives from each support group. This program is offered free of charge by invitation only.

DEPARTMENT APPROVALS

EVENT NAME <u>"I gave my sole for Parkinson's" Walk</u>

LICENSE NUMBER <u>#19-00011466</u>

COMMISSION HEARING DATE: Jan. 28, 2019

NOTE TO STAFF: Please submit approval by Jan. 9, 2019

DATE OF EVENT: June 8, 2019

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	ВС	No cost no comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No building department involvement	Tents over 200 sq ft	\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC			\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel required for crossings		\$320	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	No DPS involvement		\$0	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Approved	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807					
CLERK 101-000.000-614.0000 248.530.1803	CA	Notification letters to be mailed by applicant no later than 1.12.19. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 5/24/19.	Applications for vendors license must be submitted no later than 5/24/19	\$165 pd	
				TOTAL DEPOSIT REQUIRED \$320	ACTUAL COST

FOR CLERK'S OFFICE USE			
Deposit paid			
Actual Cost			
Due/Refund			

Rev. 1/18/19 h:\shared\special events\- general information\approval page.doc



MEMORANDUM

Clerk's Office

DATE: January 21, 2019

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Mynsberge, City Clerk

SUBJECT: 2019 Farmers Market

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold the 2019 Farmers Market season on Sundays beginning Sunday, May 5th through Sunday, October 27th. Set-up for each event is scheduled for Sundays from 7:00-9:00 AM. The market opens at 9:00 AM and ends at 1:00 PM. Tear-down hours are 2:00-3:30 PM each Sunday.

BACKGROUND:

Prior to application submission, the Police Department reviewed the proposed event details for street closures and the need for safety personnel and approved the details. DPS, Planning, Building, Police, and Fire have indicated their approval. Engineering noted that Parking Lot #6 will be under construction in May, and indicated the department will work with BSD on the details and scheduling. SP+ Parking has been notified of the event for planning purposes.

The following events occur in Birmingham, and do not pose a conflict for this event:

Friday, May 10-	Shain Park
Sunday, May 12	
Sunday, May 19	Shain Park and Old
	Woodward, Brown,
	Pierce, Bates
Monday, May 27	Shain Park
Saturday, June 1	Booth Park
June 14-August 14	Shain Park
June 14, July 12,	Booth Park
August 23	
Saturday, June 22	Shain Park
Saturday August 17	Downtown streets
	Sunday, May 12 Sunday, May 19 Monday, May 27 Saturday, June 1 June 14-August 14 June 14, July 12, August 23 Saturday, June 22

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the 2019 Farmers Market season to be held on Sundays from May 5, 2019 to October 27, 2019, from 9:00 AM to 1:00 PM, with set-up to begin at 7:00 AM on Sundays. Tear-down will begin at the conclusion of each event at 2:00 PM-3:30 PM.

ATTACHMENTS:

- 1. Special Event application
- 2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 14, 2019. Notification addresses are on file in the Clerk's Office
- 3. Certificate of Insurance
- 4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Shopping District to hold the 2019 Farmers Market season on Sundays beginning Sunday, May 5, 2019 to October 27, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

CITY OF BIRMINGHAM APPLICATION FOR SPECIAL EVENT PERMIT PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTLIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICER TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Ponce Department acknowledgement:				
 Incomplete applications will not be accepted. Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event 				
FEES: FIRST TIME EVENT: \$200.00 ANNUAL APPLICATION FEE: \$165.00				
(Please print clearly or type)				
Date of ApplicationJanuary 14, 2019				
Name of Event _Birmingham Farmers Market				
Detailed Description of Event (attach additional sheet if necessary)				
Location _Municipal Parking Lot #6 on N. Old Woodward Date(s) of Event Sundays, May 5, 2019 - October 27, 2019 _ Hours of Event 9 a.m2 p.m.				
Date(s) of Set-upday of event Hours of Set-up7-9 a.m				
NOTE: No set-up to begin before 7:00 AM, per City ordinance.				
Date(s) of Tear-downday of event Hours of Tear-down2-3:30 p.m				
Organization Sponsoring Event _Birmingham Shopping District				
Organization Address _151 Martin St., Birmingham 48009				
Organization Phone248-530-1200				
Contact PersonJaimi Brook				
Contact Phone 248-530-1254				
Contact Emailjbrook@bhamgov.org				

II. EVENT INFORMATION

Organization Type_city (Birmingham Shopping District)
(city, non-profit, community group, etc.)
Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for al additional organizations sponsoring your event.)TBD
Is the event a fundraiser? YES NO X List beneficiary
List expected income Attach information about the beneficiary.
First time event in Birmingham? YES NO \overline{X} If no, describe_This will be the 17th season for the Birmingham Farmers Market
Total number of people expected to attend per day_3,000
The event will be held on the following City property: (Please list) X Street(s)Municipal Parking Lot #6
Sidewalk(s)
Park(s)
Will street closures be required? YES NO X
(Police Department acknowledgement <u>prior to submission</u> of application is
required) (initial here)
What parking arrangements will be necessary to accommodate attendance?_Nearby parking deck and street parking will be sufficient

9.	Will staff be provided to assist with safety, security and maintenance? YES X NO				
	If yes, please provide number of staff to be provided and any specialized training				
	received. Describe_BSD staff will be on site during the event as well as community				
	volunteers				
10.	Will the event require safety personnel (police, fire, paramedics)? YES \square NO \square				
	(Police Department acknowledgement <u>prior to submission</u> of application is required.) (initial here)				
	required.) (initial here) Describe				
11.	Will alcoholic beverages be served? YES NO X				
	If yes, additional approval by the City Commission is required, as well as the Michigan Liquor				
	Control Commission.				
12.	Will music be provided? YES X NO				
	X LiveX AmplificationXRecordedLoudspeakers				
	Time music will begin9:30 a.m				
	Time music will end2 p.m				
	Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.				
13.	Will there be signage in the area of the event? YES \overline{X} NO $\overline{}$				
	Number of signs/banners2				
	Size of signs/banners 14'x14' banner on N. Old Woodward parking deck; 10'x4' sign on				
	south end of parking lot _ Submit a photo/drawing of the sign(s). A sign permit is				
	required.				
14.	Will food/beverages/merchandise be sold? YES $\overline{\mathbb{X}}$ NO				
	• Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks				
	prior to the event.				
	• You must obtain approval from the Oakland County Health Department for all				
	food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to				
	obtain Health Department approval.				
	• There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00				
	daily fee, per location.				

LIST OF VENDORS/PEDDLERS (attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK- UP REQUIRED?	ELECTRIC REQUIRED?
TBD			
	8		
	·		

III. EVENT LA YOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area
- 1. Will the event require the use of any of the following municipal equipment? (show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$350.00/per dumpster per day.	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	_ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO (show location of each on map) NOTE: Stakes are not allowed.

ТҮРЕ	QUANTITY	SIZE
Tents/Canopies/Awnings	1-60	10'x10'
(A permit is required for tents over 120 sq ft)		10 x10
Portable Toilets	2	1 reg/1 handicap
Rides		
Displays		
Vendors	1-70	
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME:	Birmingham Farmers Market
EVENT DATE _	May 5, 2019 - October 27, 2019

The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Signature

IV. <u>SAMPLE LETTER TO NOTIFY ANY AFFECTED</u> PROPERTY/BUSINESS OWNERS

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.



Liability & Property Pool

RENEWAL CERTIFICATE

IN CONSIDERATION FOR PREMIUM PAID, AND SUBJECT TO ALL OF THE TERMS OF THE EXPIRING COVERAGE DOCUMENT AND ANY ENDORSEMENTS ATTACHED HERETO, WE AGREE TO RENEW YOUR COVERAGES AS STATED IN THIS CERTIFICATE. THESE COVERAGES ARE PROVIDED IN ACCORDANCE WITH THE INTERGOVERNMENTAL CONTRACT WHICH FORMS THE LEGAL BASIS FOR THE OPERATION OF THE POOL.

Contract Number: MML001444017

Renewal of Number: MML001444016

Pool Member:

City of Birmingham

Mailing Address: 151 Martin St., PO Box 3001

Birmingham, MI 48012-3001

Coverage Period

From:

7/1/2018

To: 7/1/2019

(12:01 A.M. Standard time at your mailing address shown above)

Liability Coverage Parts	Limit of Liability	Deductible
Municipal General Liability Coverage	\$10,000,000	\$125,000
Public Officials Liability Coverage	\$10,000,000	\$125,000
Law Enforcement Liability Coverage	\$10,000,000	\$125,000
Employee Benefit Liability Coverage	\$1,000,000	\$125,000
Automobile Liability Coverage	\$10,000,000	\$125,000
Comprehensive and Collision Coverage	Per Schedule	Per Schedule
Combined Liability Policy Limit	\$10,000,000	
Cyber Liability and Data Breach Response Coverage (CYB001444017)	Per Declarations	Per Declarations

The Combined Liability Policy Limit is the most we will pay regardless of the number of Coverage Parts under which coverage may be sought.

COVERAGE UNDER THIS CONT	RACTIS	:
--------------------------	--------	---

\boxtimes	As amended by revised schedule(s) attached.
\boxtimes	As amended by endorsement(s): ADD: MMP101 (01/11), MML23 (07/11), MML24 [04/09],
	MML24 [04/09], MML235 [01/14], MML307 [12/16], MML310 [07/18]

BY:

V

DATE:

6/1/2018

(Authorized Representative)

January 14, 2019

TO: Birmingham Property Owner

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the city commission will consider our request so that an opportunity exists for comments prior to this approval.

NAME OF EVENT: Birmingham Farmers Market

LOCATION: Parking Lot #6 on N. Old Woodward

DATES/TIMES: Sundays only, May 5 - October 27, 2019, 9:00 am - 2:00 pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

The market offers a hometown experience that's fun for all ages, with fresh prepared foods, live music, a children's craft area and more. Throughout the season more than 70 booths feature a diverse array of Michigan grown produce including vegetables, fruits, flowers and garden plants, plus baked goods, hand-crafted items, soaps and decorative items.

HOURS OF SET-UP 7:00 am to 9:00 am HOURS OF TEAR-DOWN 2:00 pm to 3:30 pm

DATE OF CITY COMMISSION MEETING: Monday, January 28, 2019

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. A complete copy of the application to hold this special event is available for your review at the city clerk's office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin Street, Birmingham, MI 48009

PHONE: 248-530-1254 day of cell-248-508-5518

January 14, 2019

TO: Birmingham Property Owner

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the city commission will consider our request so that an opportunity exists for comments prior to this approval.

NAME OF EVENT: Birmingham Farmers Market

LOCATION: Parking Lot #6 on N. Old Woodward

DATES/TIMES: Sundays only, May 5 - October 27, 2019, 9:00 am - 2:00 pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

The market offers a hometown experience that's fun for all ages, with fresh prepared foods, live music, a children's craft area and more. Throughout the season more than 70 booths feature a diverse array of Michigan grown produce including vegetables, fruits, flowers and garden plants, plus baked goods, hand-crafted items, soaps and decorative items.

HOURS OF SET-UP 7:00 am to 9:00 am HOURS OF TEAR-DOWN 2:00 pm to 3:30 pm

DATE OF CITY COMMISSION MEETING: Monday, January 28, 2019

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. A complete copy of the application to hold this special event is available for your review at the city clerk's office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin Street, Birmingham, MI 48009

PHONE: 248-530-1254 day of cell-248-508-5518

January 14, 2019

TO: Birmingham Property Owner

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the city commission will consider our request so that an opportunity exists for comments prior to this approval.

NAME OF EVENT: Birmingham Farmers Market

LOCATION: Parking Lot #6 on N. Old Woodward

DATES/TIMES: Sundays only, May 5 - October 27, 2019, 9:00 am - 2:00 pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

The market offers a hometown experience that's fun for all ages, with fresh prepared foods, live music, a children's craft area and more. Throughout the season more than 70 booths feature a diverse array of Michigan grown produce including vegetables, fruits, flowers and garden plants, plus baked goods, hand-crafted items, soaps and decorative items.

HOURS OF SET-UP 7:00 am to 9:00 am HOURS OF TEAR-DOWN 2:00 pm to 3:30 pm

DATE OF CITY COMMISSION MEETING: Monday, January 28, 2019

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. A complete copy of the application to hold this special event is available for your review at the city clerk's office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin Street, Birmingham, MI 48009

PHONE: 248-530-1254 day of cell—248-508-5518

January 14, 2019

TO: Birmingham Property Owner

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the city commission will consider our request so that an opportunity exists for comments prior to this approval.

NAME OF EVENT: Birmingham Farmers Market

LOCATION: Parking Lot #6 on N. Old Woodward

DATES/TIMES: Sundays only, May 5 - October 27, 2019, 9:00 am - 2:00 pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

The market offers a hometown experience that's fun for all ages, with fresh prepared foods, live music, a children's craft area and more. Throughout the season more than 70 booths feature a diverse array of Michigan grown produce including vegetables, fruits, flowers and garden plants, plus baked goods, hand-crafted items, soaps and decorative items.

HOURS OF SET-UP 7:00 am to 9:00 am HOURS OF TEAR-DOWN 2:00 pm to 3:30 pm

DATE OF CITY COMMISSION MEETING: Monday, January 28, 2019

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. A complete copy of the application to hold this special event is available for your review at the city clerk's office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin Street, Birmingham, MI 48009

PHONE: 248-530-1254 day of cell—248-508-5518

DEPARTMENT APPROVALS

EVENT NAME FARMERS MARKET

LICENSE NUMBER #19-00011471

COMMISSION HEARING DATE: JAN. 28, 2019

NOTE TO STAFF: Please submit approval by JAN 17, 2019

DATE OF EVENT: 5/5 - 10/27/19

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	ВС	No Costs no Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	All tents must be properly weighted down.		\$664.44	
FIRE 101-000.000-634.0004 248.530.1900	JMC			\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	Barricades and on duty personnel will provide extra patrol.		\$500	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL			\$3,700 Equipment, & Labor	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Work on Lot #6 will be in progress during the month of May. Most of the work to be completed during the work week. However, there will be two Saturdays where milling and paving will need to occur and one Sunday when the parking lot will be a milled surface. Also, the most easterly edge of the parking lot	None	\$0	\$0

SP+ PARKING		will be closed off to allow for the parking lot expansion. Engineering will coordinate with the BSD before and during the construction phase.			
INSURANCE 248.530.1807	CA	Approved	None	\$0	
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant ON 1/14/19. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 4/12/19.	Applications for vendors license must be submitted no later than 4/12/19	\$165	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST
				5,029.44	

FOR CLERK'S OFFICE USE
Deposit paid
Actual Cost
Due/Refund



MEMORANDUM

Department of Public Services

DATE: January 11, 2019

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Barnum Park Shade Structure Purchase

INTRODUCTION:

In 2013, as part of the Phase II Landscape Improvements, two (2) cedar shade structures were built and installed in the center "Heart of the Park" seating and promenade area at Barnum Park. There are 2 open areas intended for an additional two shade structures, the requested purchase.

BACKGROUND:

The Barnum Park Phase II Landscape Plan calls for two (2) additional shade structures to be placed in the remaining two (2) half circle seating areas, see plan below as accepted by the City Commission on September 26, 2011.



The Community for Barnum Park has solicited funds to help to accomplish this project. Mr. & Mrs. Uzelac expressed interest in this project in June of 2018 and has committed to contributing \$15,000 toward the purchase and installation of the two (2) new structures. A check in the amount of \$15,000 from Mr. & Mrs. Uzelac is forthcoming.

Sealed bids were opened on Tuesday, December 4, 2018 for the cost to provide and install two (2) shade structures at Barnum Park. The request for proposals was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system per the City's standard purchasing procedures.

Four bidders responded and the results are shown in the table below:

Company	Total Project Cost
Agroscaping, Inc.	\$34,780.00
DRV Contractors, LLC	\$52,150.00
Inline Construction, Inc.	\$63,222.00
WCI Contractors, Inc.	\$74,400.00

LEGAL REVIEW:

The City Attorney has completed a review of the contract agreement for this project and approved with signature.

FISCAL IMPACT:

The City has allocated funds in the 2018-2019 Approved Budget in the amount of \$30,000 to accomplish this project. As noted above, a reimbursement of \$15,000 will be applied to the total cost of this project.

SUMMARY:

Agroscaping, Inc. built the original two (2) structures in 2013. They are familiar with the project, and are able to secure the same steel manufacturer and cedar supplier. The cost for the supply and installation of both shade structures in 2013 was \$19,300.00. The cost of steel has risen significantly, now at about \$1.23/lb. compared to \$.48/lb. in 2013. The cost of cedar has doubled in price.

The resolution supported at the January 8, 2019 Parks and Recreation Board meeting is as follows: To approve the purchase and installation of two (2) shade structures from Agroscaping, Inc. in the amount of \$34,780.00 to be located at Barnum Park, inclusive of donor funding totaling \$15,000.00. Further, to submit to the City Commission for their consideration and approval of this project.

The Department of Public Services recommends awarding the Barnum Park Shade Structure project to the low bidder, Agroscaping, Inc. in the amount of \$34,780.00. Money is available in the capital project fund, account # 401-751.001-981.0100, in addition to the anticipated dollars from the donor.

ATTACHMENTS:

- Agreement
- Insurance Certificate
- Bidder's Agreement
- Cost Proposal
- Completion Date
- Site Visit
- Iran Sanctions Act Vendor Certification Form
- Barnum Park Phase II Landscape Plan

SUGGESTED RESOLUTION:

To approve the purchase and installation of two (2) shade structures from Agroscaping, Inc. in the amount of \$34,780.00, to be located at Barnum Park inclusive of donor funding totaling \$15,000.00. Funds are available in the capital projects fund, account # 401-751.001-981.0100. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

ATTACHMENT A - AGREEMENT

For Barnum Park Shade Structures		
This AGREEMENT, made thisday of, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _Agroscaping, Inc., having its principal office at _6443 Grand Blanc Rd, Swartz Creek, MI 48473 (hereinafter called "Contractor"), provides as follows:		
WITNESSETH:		
WHEREAS , the City of Birmingham, through its Department of Public Services, is desirous of having work done to supply and install two shade structures at Barnum Park in the City of Birmingham.		
WHEREAS , the City has heretofore advertised for bids for the procurement and performance of services required to perform the supply and installation trellis shade structures, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.		
WHEREAS , the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform the supply and installation of trellis shade structures and all related work.		
NOW THEREFORE for and in consideration of the respective agreements and		

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 Barnum Park Landscape Improvements and the Contractor's cost proposal dated <u>December 3</u>, 2018 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 <u>\$34,780</u>, as set forth in the Contractor's <u>December 3</u>, 2018 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. <u>Workers' Compensation Insurance</u>: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. <u>Commercial General Liability Insurance</u>: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. <u>Motor Vehicle Liability</u>: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. <u>Additional Insured</u>: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
 - E. <u>Professional Liability</u>: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

- F. <u>Pollution Liability Insurance</u>: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. 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.
- H. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. <u>Proof of Insurance Coverage</u>: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. <u>Maintaining Insurance</u>: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
- 13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and

appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

- 14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
- 15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
- 16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham Attn: Lauren Wood, Director of Public Services 851 South Eton Street Birmingham, MI 48009 248-530-1700

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. event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:	CONTRACTOR
Chad III	By: Jost M. Thele
	Its: Pho51072
	CITY OF BIRMINGHAM
	By: Patricia Bordman Its: Mayor
	By:
Approved:	AMMU MICE
Lauren Wood, Director of Public Services (Approved as to substance)	Mark Gerber, Director of Finance (Approved as to financial obligation)
Soly Alm	Joseph a Valt
Timothy J. Currier, City Attorney (Approved as to form)	Joseph A. Valentine., City Manager (Approved as to substance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/ies) must have ADDITIONAL INSURED provisions or be endorsed

lf	SUBROGATION IS WAIVED, subject t is certificate does not confer rights to	o the	term	ns and conditions of the p	policy, d	ertain polic	ies may req	uire an endorsement. A		
	DUCER				CONTAC NAME:					
W. J. Phillips, Inc.					PHONE (A/C, No.	Ext): 810230	0020	FAX (A/C, No):	810230	07606
604	5 Corunna Rd Suite B				E-MAIL ADDRES	Ext): 810230 s: deb@wjp	hillips.com	(,,-		
					7.22.1.20			RDING COVERAGE		NAIC#
Flir	nt			MI 48532	INSURER A: AUTO OWNERS INS CO				18988	
INSU	RED				INSURER	B: HOME (OWNERS INS	CO		26638
	Agroscaping Inc				INSURER					
	6443 Grand Blanc Road				INSURER					
					INSURER					
	Swartz Creek			MI 48473	INSURER	RF:				
CO	/ERAGES CERT	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
IN CE EX	IIS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQUENTIFICATE MAY BE ISSUED OR MAY PER (CLUSIONS AND CONDITIONS OF SUCH POLITIONS	JIREM TAIN, OLICI	IENT, THE	TERM OR CONDITION OF A INSURANCE AFFORDED BY MITS SHOWN MAY HAVE BE	NY CON ⁻ THE POL	TRACT OR OT LICIES DESCF UCED BY PAI	HER DOCUM RIBED HEREIN D CLAIMS.	ENT WITH RESPECT TO WE	IICH THI	
INSR LTR		INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	1000000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$	300000
								MED EXP (Any one person)	\$	10000
В		Y		14232281		04/28/2018	04/28/2019	PERSONAL & ADV INJURY	\$	1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2000000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2000000
	OTHER:							COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	500000
	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)	\$		
A	I AUTOS ONLY I ▲ AUTOS	Y		47-232-281-04		04/28/2018	04/28/2019	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	★ UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	1000000.00
В	EXCESS LIAB CLAIMS-MADE			47-232-281-02		04/28/2018	04/28/2019	AGGREGATE	\$	1000000.00
	DED RETENTION \$ 5000.00							I DED I I OTH	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
В	Contractors Equipment			14232281		04/28/2018	04/28/2019	Limit Deductible		134300 250
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Birmingham is listed as additional insured on the general liability policy and the automobile policy.										
CERTIFICATE HOLDER CANCELLA					LLATION					
City of Birmingham					SHOU THE E	ILD ANY OF T	DATE THEREC	ESCRIBED POLICIES BE CA DF, NOTICE WILL BE DELIVI Y PROVISIONS.		
	851 S. Eaton				AUTHOR	IZED REPRESE	NTATIVE			
					Debo	rah Sipes				
	Birmingham, MI 48009									



Phone: 810-655-6654 Fax: 810-655-5885 www.agroscaping.com

DECEMBER 3RD, 2018

Re: Barnum Park

Thank you for the opportunity to bid on the Barnum park shade structures. It was a pleasure doing the same project 5 years ago. I have secured the same people and manufacturers that helped with the initial project for this coming project if we are awarded the contract. The cost of steel, galvanizing and lumber had gone up drastically in the past 5 years. We will be proud to continue this awesome project and to help beautify Barnum Park.

Horticordially,

Joe Kudwa C.G.I.P.

1 1 Thebe

President

Agroscaping, Inc.

ATTACHMENT B - BIDDER'S AGREEMENT

For Barnum Park Shade Structures

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.

JUSTPH M. Kulens	11-11-	
	13/3/18	_
BID PREPARED BY	DATE	
(Print Name)		
PAUSIDENT	13/3/18	
TITLE	DATE	
JAM Worley	agresuping Chotmailem	
AUTHÓRIZED SIGNATURE	E-MAIL ADDRESS	
Agroscaping , INC	>	
COMPANY		
6443 Grand Brook 1	A-L SWAMT CAUTIL, M. 48477 PHONE	
ADDRESS	PHONE	
	810 655-6654	
NAME OF PARENT COMPANY	PHONE	
ADDRESS		

ATTACHMENT C - COST PROPOSAL

For Barnum Park Shade Structures

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 unit cost, as follows:

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

The proposal price shall include all work associated with the supply and install of all new plant material and related work and also to provide and install trellis structures for Barnum Park, Birmingham, Michigan as depicted on the plans and specifications. It is required that the unit cost breakdown section be completed for internal use of the Department of Public Services. The City of Birmingham reserves the right to delete or add sections of work as deemed in the best interests of the City, due to budgetary limitations as applicable.

ACTIVITY	UNIT PRICE	TOTAL PRICE
Cost to supply and install Shade Structures (2)	\$17,390 2	\$ 34,78000
Additional costs if applicable (Describe here)		

TOTAL PROJECT COST

\$ 34,78000

Firm Name	Agroscaping, INC	99/90
Authorized signature	Jan M. Thelon	Date 13/3/18

ATTACHMENT D - COMPLETION DATE

For Barnum Park Shade Structures

COMPLETION DATE: April 30, 2019

A work schedule shall be provided to the Designated City Representative. The work schedule shall be approved by the Designated City Representative prior to the start of the work. His/her decision as to acceptability shall be deemed in the City of Birmingham's best interest. The City of Birmingham is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notified to start work. The City of Birmingham shall issue the notice to proceed in advance of the on-site project start (weather permitting) date to allow for ordering of materials, scheduling of subcontractors if applicable and other actions that do not involve on-site construction activities.

It is m	andatory that the entire project is completed on or before April 30, 2019.							
(1)	Our company can meet the completion date.							
()	Our company cannot meet the completion date but offers:							
	The reason our company cannot complete the work as required is as follows:							
	Company Name: Agroscoping, INC							

ATTACHMENT E- SITE VISIT

For Barnum Park Shade Structures

In order to the bid to be considered valid, a site visit to Barnum Park must be completed by the contractor prior to bid submittal.

Reason:		
	Our company did not visit the job site	
	Our company visited the job site	
SITE VISIT		

ATTACHMENT F - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

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

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

JOSEPH M Mulm	13/3/18
PREPARED BY (Print Name)	DATE
president	
TITLE	DATE
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
COMPANY INC	
COMPANY	
6443 GARNEL DIANE	NO SWANTZ CAUELL, M. 48473
ADDRESS	PHONE
	810 655-6654
NAME OF PARENT COMPANY	PHONE
ADDRESS	
38-315632-9	
TAXPAYER D #	ALANI CONTRACTOR CONTR

BARNUM PARK LANDSCAPE

Invigorate the heart of Barnum Park by making it a welcoming and beautiful space to sit or gather with the addition of four wooden wedgeshaped shade trellises, six tables, circular benches, and with the addition of eight large sized trees

These north and south tallgrass areas will help contain balls from the playing fields and help to keep the east and west sides of the park united in terms of landscape character. Supplement all tallgrass areas with additional plugs of showy native wildflowers, as well as with native shrubs

Add a third black fence here to help contain balls and to repeat this landscape element across the entire west edge of the park. Plant hardy native vines along the western side of the fence. Supplement with native perennials if desired.

Soften the yew hedge here by not pruning it so severely and by adding several low deiciduous shrubs, native grasses and perennials to its eastern edge. Remove a portion of the hedgerow to faciliate movement between east and west sides of the park

Leave this space open for sculpture when something becomes available so that it can anchor this southern terminus of the promenade and beautify the entrance to the park

Supplment this tallgrass area with additional plugs of showy, native wildflowers and shrubs







MEMORANDUM

Department of Public Services

DATE: January 9, 2019

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Selection of Cart Path Contractor for Lincoln Hills GC

INTRODUCTION:

On December 12, 2018, bids were opened for the installation of cart paths at Lincoln Hills Golf Course. There are several locations, mainly at the teeing areas, that have major compaction and turf stress due to continuous golf cart traffic. It is our recommendation that we add strategic cart paths to direct and control the golf cart traffic in addition to eliminate these worn areas or "eye-sores". These will go a long way to enhance the course aesthetics.

BACKGROUND:

Over the past few years, four grassy areas have deteriorated near the teeing areas due to high golf cart traffic. Also, some wet areas need to be elevated and a cart path installed. The original capital improvement plan was to budget a small amount for this work to be completed each year over four years. So, last year \$10,000 was budgeted and this fiscal year \$15,000 is appropriated for cart path improvements. We estimated needing around \$50,000 for all of the cart path modifications for Lincoln Hills.

Rather than only do a little at a time, it now is a priority to do all of the cart path improvements at one time. We met with several asphalt companies and other area Superintendents to discuss on installing proper cart paths to direct and control the cart traffic based on the current conditions.

Cart paths should be designed to route players, funnel traffic, cure wet areas, and minimize the effects of traffic on turf. Our philosophy is not to have too many cart paths streaming through the course, but these areas need new direction for cart traffic to eliminate this concentrated wear.

There are four priority locations listed below with their respective measurements. This project includes 433 linear foot for resurfacing the existing cart path on hole #9 and 748 linear foot of new cart path which includes holes #2, #6, #7 and #9 tee boxes.

1. #9 Tee Box

Install New Cart Path - 157 Linear Foot

#9 Hole

Add 2" Surface to Existing Cart Path – 433 Linear Foot

2. <u>Behind #2 Green to # 3 Tee Box</u> Install New Cart Path - 202 Linear Foot

3. <u>Behind #6 Green to #7 Tee Box</u> Install New Cart Path - 257 Linear Foot

4. Located at #6 Tee Install New Cart Path - 132 Linear Foot

Two (2) bidders responded to the request for proposals. The result of the sealed bids follows in the table below.

Bidder	Service				
	Install 748 Linear Foot of New Cart Parth				
	Install 433 Linear Foot of 2" Asphalt Surface				
Anglin Civil, LLC	\$63,000				
F.J. LaFontaine Landscape & Construction	\$51,303				

LEGAL REVIEW:

The City Attorney has completed a review of this contract agreement and approved with signature.

FISCAL IMPACT:

We have capital funds budgeted in the amount of \$15,000 as part of the approved Fiscal Year 2018-2019 Budget. However, a budget amendment in the amount of \$36,303 is necessary at this time to use available fund balance for this project from the Lincoln Hills - Public Improvement account #597-753.001-981-0100.

SUMMARY:

Based on reference checks of both bidders, I recommend that we award to the lowest qualified bidder, F.J. LaFontaine Landscape & Construction to complete this project. Some of the references for the low bidder included Birmingham Country Club, Orchard Lake Country Club and the City of Farmington.

ATTACHMENTS:

Attached is the Agreement and Insurance including the Proposal Page and photos of installation locations and current conditions. The Agreement including the required Insurance Certificate, Bidder's Agreement, Cost Proposal, Completion Date, and Iran Sanctions Act Vendor Certification Form are attached as part of this report.

SUGGESTED RESOLUTION:

To award the installation of cart paths at Lincoln Hills Golf Course to F.J. LaFontaine Landscape & Construction in the amount not to exceed \$51,303; to be funded from account 597-753.001-981.0100 and further; to approve the appropriation and amendment to the 2018-2019 Lincoln Hills Golf Course Fund Budget as follows. In addition, to authorize the Mayor and the City Clerk to sign the Agreement on behalf of the City upon receipt of required insurances.

Lincoln Hills Golf Course Fund Revenues: Draw from Net Position 597-000.000-400.0000 Total Revenue

Expenditures:

Golf Course Maintenance-Public Improvement

597-753.001-981.0100 \$36,303 Total Expenditures \$36,303

\$36,303 \$36,303

ATTACHMENT A - AGREEMENT

For "2018 Lincoln Hills Golf Course - Installation and Renovation of Cart Paths"

This AGREEMENT, made thisday of,	2019, by and
between CITY OF BIRMINGHAM, having its principal municipal office	at 151 Martin
Street, Birmingham, MI (hereinafter sometimes called "City"), and F.J.	
Sons, having its principal office at P.O. Box 1126, Farmington, MI 483	332 (hereinafter
called "Contractor"), provides as follows:	

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to remove and replace an existing flat roof system at the Baldwin Public Library in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to install estimated <u>748 linear foot</u> of new asphalt golf cart paths and install estimated <u>433 linear foot</u> of topcoat of asphalt to existing cart path, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to install new cart paths and to add an asphalt top layer to specific existing cart paths at Lincoln Hills Golf Course for the City of Birmingham.

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 install new cart paths and to add an asphalt top layer to specific existing cart paths at Lincoln Hills Golf Course for the City of Birmingham and the Contractor's cost proposal dated 12-12, 2018 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 \$51,303, as set forth in the Contractor's 12-12, 2018 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.

- The Contractor and the City agree that the Contractor is acting as an independent 5. 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. <u>Workers' Compensation Insurance</u>: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - 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. <u>Professional Liability</u>: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

- F. <u>Pollution Liability Insurance</u>: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- 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.
- J. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. <u>Maintaining Insurance</u>: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
- 13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and

appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

- 14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
- 15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
- 16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

Department of Public Services Attn: Jacky Brito 851 Martin Street Birmingham, MI 48009 (248) 530-1670

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. seg., 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. event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:	By: David La Fontaine Its: Principle
	CITY OF BIRMINGHAM
	By: Patricia Bordman Its: Mayor
	By: Cherilynn Mynsberge Its: City Clerk
Approved: Sauren A. Wood. Director of Public	Alall Shee
Services (Approved as to substance)	Mark Gerber, Director of Finance (Approved as to financial obligation)
Dnoth O Escure.	Souph allalt
Timothy J. Currier, City Attorney (Approved as to form)	Joseph A. Valentine, City Manager Approved as to substance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

t	nis c	ertificate does not confer rights t	o the	cer	tificate holder in lieu of s			3).			
PRO	DUCE					CONTACT Lynne Leckner					
Hurst insurance Group Agency					PHONE (A/C, No. Ext.): 248-667-8037 (A/C, No.) 248-748-1416						
56849 Grand River Ave Ste 12					E-MAIL ADDRESS: Ileckne@FBinsmi.com						
	PO Box 810								RDING COVERAGE		NAIC#
	New Hudson MI 48165						INSURER A : Farm Bureau Insurance of Michigan				
INSI	JRED			-		INSURER B:					
		F.J. La Fontaine & Sons Lar	ndsc	аріг	ıg Co.	INSURI					
		24265 Creekside				INSURI					
		Farmington Hills MI 48336									
		_				INSURE					
<u></u>	VED	AGES CER	TIEI	CATI	E NUMBER:	INSURE	:RF:		REVISION NUMBER:		
		S TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			THE BOL	ICY PERIOD
l li	NDICA ERTII	ITED. NOTWITHSTANDING ANY REFICATE MAY BE ISSUED OR MAY	QUIF PERT	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE	OR OTHER I	DOCUMENT WITH RESPI D HEREIN IS SUBJECT	ECT TO V	WHICH THIS
		ISIONS AND CONDITIONS OF SUCH		CIES		BEEN					
LTR	1	TYPE OF INSURANCE	INSO	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LJM	TS	
	✓	COMMERCIAL GENERAL LIABILITY	V						EACH OCCURRENCE	\$ 1,00	0,000
	Ш	CLAIMS-MADE ✓ OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,0	00
Α	ш				S-3064833		09/26/2018	09/26/2019	MED EXP (Any one person)	s 10,0	00
							İ		PERSONAL & ADV INJURY	s 1,00	0,000
	GEN	L AGGREGATE LIMIT APPLIES PER						:	GENERAL AGGREGATE	\$ 2,00	0,000
		POLICY V PRO-							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
		OTHER:								S	
	AUT	OMOBILELIABILITY						1	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	V	ANY AUTO		П	BAP-3064836	09/26/2018	09/26/2018	09/26/2019	BODILY INJURY (Per person)	S	
Α	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident) S		
	7	HIRED - NONLOWNED							PROPERTY DAMAGE (Per accident)	S	
	H	ADIOS ONE!							(Fer accident)	5	
	7	UMBRELLA LIAB V OCCUR						i	EACH OCCURRENCE	2,00	0.000
Α	H	EXCESS LIAB CLAIMS-MADE	_		U-3064835		09/26/2018	09/26/2019	AGGREGATE	\$	0,000
	\vdash	DED V RETENTIONS 10,000			14				MOGREGATE	2	
_	WOR	KERS COMPENSATION						✓ PER OTH-	1		
A		EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE			WCC-3064834		09/26/2018	09/26/2019		s 500,	000
	OFFI	CER/MEMBER EXCLUDED?				03/20	00,20,20,0	0312012013	E L. EACH ACCIDENT		
	If yes	describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYE		
_	DE2(AULTION OF OPERATIONS DRION							E.L. DISEASE - POLICY LIMIT	1 2 200,	
			H								
			Ħ	H							
DFG	CRIET	ION OF OPERATIONS / LOCATIONS / VEHICL	ES /4	COPT	181 Additional Pamarka Salandal	le grave	e attached if over	a anaca la marda		Į .	
		irmingham is included as an add									
		ed additional insured, as afforded				ability	coverage, is	provided on	a primary, non-contrib	utory, o	r
exc	ess D	pasis only as defined in the policy	/ lan	guag	е.						
CE	RTIF	ICATE HOLDER				CANO	ELLATION				
Clt	r nf l	Birmingham				eus	UII D AND OF	THE APONT O			PD 000000
١ .	-	ton St							ESCRIBED POLICIES BE (EREOF. NOTICE WILL		
						THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Bir	ming	jham, MI 48009									
AUTHORIZ						AUTHORIZED REPRESENTATIVE					

Nick Hurst - Principal

ATTACHMENT B - BIDDER'S AGREEMENT

For "2018 Lincoln Hills Golf Course - Installation and Renovation of Cart Paths"

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.

David La Fortaine	12/11/18
BID PREPARED BY	DATÉ
(Print Name)	
Principle	12/11/18
TITLE	DATE
Dural At	Lands caf 45@ Sbe blobal.net
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
F.V. Lo Fontaine + Sons COMPANY	
7.0 BON 1126 FAIMINGTON TONO ADDRESS 18338	ch. 248 477 9695
ADDRESS 18334	PHONE
Same	
NAME OF PARENT COMPANY	PHONE
ADDDECC	
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For "2018 Lincoln Hills Golf Course - Installation and Renovation of Cart Paths"

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)

Additional Inforation

Firm Name F. J. La Fon face of Sons

Authorized signature

Date_

ATTACHMENT D – IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM For "2018 Lincoln Hills Golf Course – Installation and Renovation of Cart Paths"

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.

Dovid La FontAine	12/11/18
PREPARED BY	DATE
(Print Name)	
Principle	12/11/18
TITLE	DATE
Deut Toman Authorized Signature	LAND SCOPE 45 @ SEC 6/6 bol NET
F.J. La Fontaine & Sons	
COMPANY	
7.0 80x 1126 FAIRING for Mich	248 477 96 95
ADDRESS	PHONE
Same	
NAME OF PARENT COMPANY	PHONE
ADDRESS	
TAYPAYER I D #	

ATTACHMENT E – COMPLETION DATE For "2018 Lincoln Hills Golf Course – Installation and Renovation of Cart Paths"

COMPLETION DATE: May 15, 2019
A work schedule shall be provided to the Designated City Representative. The work schedule shall be approved by the Designated City Representative prior to the start of the work. His/her decision as to acceptability shall be deemed in the City of Birmingham's best interest. The City of Birmingham is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notified to start work.
It is mandatory that the entire project is completed on or before <u>May 15, 2019</u> .
Our company can meet the completion date.
() Our company cannot meet the completion date but offers:
The reason our company cannot complete the work as required is as follows:
Company Namo: F. J. La Fra Laine Alas

5. DATE FOR PROJECT TO BE COMPLETED

PHASE 1 – March 15, 2019
 Creation of the base with the 21AA crushed concrete to create temporary cart paths that are safe and allow for golf cart traffic when course will open in late March.

- PHASE 2 May 15, 2019
 To pour the asphalt to complete the project.
- **6.** All materials for the cart path of the project will be purchased by the Contractor.
- **7.** All disrupted areas during construction outside of the designated construction area and/or haul roads must be repaired by Contractor.
- **8.** This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.



Priority 1 - #9 Tee Box



Priority 2 – Behind #2 Green to #3 Tee



Priority 3 – Behind #6 Green to #7 Tee



Priority 4 - #6 Tee Box

City of Birmingham

MEMORANDUM

Engineering Dept.

DATE: January 21, 2019

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Soil Boring and Analysis

N. Old Woodward Ave. Parking Structure Property

INTRODUCTION:

Under the direction of the Ad Hoc Parking Development Committee and City Commission, staff is currently working with the developer group known as Woodward Bates Partners to determine if an agreement can be reached to redevelop the property known as the N. Old Woodward Ave. Parking Structure, or Parking Lot #5.

BACKGROUND:

As part of the due diligence efforts being conducted on the property, the negotiations will be assisted if a soil conditions structural analysis is conducted. The Engineering Dept. typically works with G2 Consulting Group for work of this nature. They are currently working with the City under a five year professional services contract.

The attached proposal outlines the suggested services and fee structure. Specifically, six soil borings would be collected, ranging from 50 to 90 ft. deep. The depths suggested are needed in order to fully consider the depth and weight of the proposed parking structure, reflecting the depths that foundation caissons may be needed to find subsoil conditions that can support the weight of the proposed structure. (Note that the locations of the soil borings will be limited to those needed in the area of the parking structure only. If an agreement is signed with a developer, additional soil borings financed by others would be needed in the future to further explore the footing designs required for the other private buildings that have been discussed.)

After boring information has been collected, an engineering report will be prepared by G2 on behalf of the City, identifying the general parameters of the foundation design, and any special concerns that may need to be considered when constructing the structure. The City intends to provide the information to the development team to assist in the negotiations. If an agreement is not reached, the information will still be needed and useful if and when the City elects to proceed with replacement of the parking structure on its own.

LEGAL REVIEW:

The City Attorney's office has reviewed this proposal and has approved it as written.

FISCAL IMPACT:

The services provided under the G2 proposal are valued at \$16,120, which is reasonable relative to the work proposed. The work was not budgeted, but can be charged to the Auto Parking System Fund as a valid capital improvement expense as the City prepares for eventual improvements on its Parking Lot #5 property. The cost of the work would be charged to account number 585-538.005-981.0100.

SUMMARY

It is recommended that G2 be hired to obtain six soil borings around the N. Old Woodward Ave. Parking Structure, and prepare an engineering report relative to its findings as it relates to the foundation design of a future parking structure to be constructed at this location.

ATTACHMENTS:

- Proposal from G2 for soil borings and engineering analysis at the N. Old Woodward Ave. Parking Structure
- Map of proposed soil boring locations.
- Current standard fee schedule for G2's services.
- City's current standard operating agreement with G2 Consulting Group.

SUGGESTED RESOLUTION:

To authorize the December 7, 2018 proposal prepared by G2 Consulting Group to obtain six soil borings around the N. Old Woodward Ave. Parking Structure, and prepare an engineering analysis, at a cost of \$16,120, charged to the Auto Parking System Fund, account number 585-538.005-981.0100.



December 7, 2018

Mr. Paul T. O'Meara, PE City Engineer City of Birmingham 151 Martin Street. PO Box 3001 Birmingham, Michigan 48012

Regarding: Geotechnical Engineering Services Proposal

Parking Lot 5 Improvements City of Birmingham, Michigan G2 Proposal Number 180920

Greetings Mr. O'Meara:

This letter will serve as our proposal and agreement to perform a geotechnical investigation for the proposed approximately 55,000 square foot building on North Old Woodward in Birmingham, Michigan. The proposed building will be six levels above grade and two levels below for parking. Associated utilities will be constructed in conjunction with the development.

An existing parking structure is located within the footprint of the proposed building and will be demolished in conjunction with this project. Existing buildings are located to the north and south of the parking structure and a parking lot is located west of the parking structure. We anticipate temporary earth retention will be required on the east side of the proposed building and possible the north and south sides depending on the below grade finished floor elevation.

The existing building to the south is supported on a shallow foundation system while the existing building to the north is supported on a deep foundation system. We anticipate deep foundations may be necessary if building column loads are greater than 700 to 900 kips.

SCOPE OF WORK

- 1. G2 Consulting Group, LLC will contact the local utility company "MISSDIG". It should be noted that MISS DIG requires a minimum of 72 hours to locate utilities. Private utilities are not located by "MISSDIG". Therefore any information you have pertaining to private utilities should be forwarded to us prior to drilling operations commencing. We will use reasonable care to avoid underground utilities; however, G2 will not be responsible for any damage to utilities not marked or incorrectly marked. In addition, any special access issues or requirements regarding the site should be provided to G2 prior to commencement of our on-site work.
- 2. We recommend performing a total of six (6) soil borings extending to depth of 50 to 90 feet. Two soil borings will extend to a depth on 90 feet and four will extend to a depth of 50 feet. It should be noted that an existing parking structure is located within the proposed building footprint and the soil borings will be drilled outside of the existing parking deck extents. Our proposal fee is based on a total drilling depth of 380 vertical feet. We will obtain soil samples at regular intervals by the Standard Penetration Test Method every 2-1/2 feet within the upper 10 feet and every 5 feet thereafter. More frequent sampling will be performed where organic soils, peat, or marl are encountered. The boreholes will be backfilled with bentonite cement grout upon completion of drilling operations and the pavement will be patched with a compacted emulsion / aggregate mixture.

December 7, 2018 G2 Project No. 180920 Page 2



- 3. We will perform laboratory testing to determine the physical characteristics of the subsurface soils. The testing program may be expected to include determination of the unconfined compressive strength, Atterberg limits, dry density, natural moisture content, organic matter content (loss-onignition), and soil classification in accordance with the Unified Soil Classification System.
- 4. G2 will prepare an engineering report summarizing our findings and presenting evaluations, conclusions and recommendations about the following items:
 - Soil and groundwater conditions
 - Site seismicity, including site class, seismic coefficients, and liquefaction potential
 - Recommend foundation type(s) for the proposed structure
 - Allowable bearing pressures for different soil strata
 - Estimates of settlement associated with foundations
 - Lateral earth pressure design criteria for below-grade walls, including backfill requirements, active, passive, and at-rest earth pressure values, and frictional resistance
 - Groundwater control in construction excavations
 - Support of slab on grade concrete including soil subgrade modulus
 - Recommendations for utility design and construction
 - Earthwork operations to prepare the site for development, including requirements for fill and backfill materials and placement and compaction of engineered fill
 - Recommended soil properties to be used for design of temporary earth retaining structures
 - Other subsurface conditions which may impact design and construction of the proposed development

PROFESSIONAL FEES

We propose to perform the geotechnical services outlined in this proposal in accordance with the fees presented in the following Table 1. Quantities have been estimated based upon the outlined scope of work in order to generate a project budget estimate. Should you require or field conditions dictate additional work beyond the scope outlined in this proposal, we would contact your office with an estimate and obtain your permission prior to performing such services.

December 7, 2018 G2 Project No. 180920 Page 3



Table 1: Project Budget Estimate

Item	Quantity	Unit Rate	Extension		
Field and Laboratory Services					
Layout and Utility Clearance, Staff Engineer, per hour	8	\$85.00	\$680.00		
Drill Rig Mobilization, Truck Rig, per route	1	\$900.00	\$900.00		
Soil Drilling and Sampling, 0 Ft. to 50 Ft., per Ft.	300	\$16.75	\$5,025.00		
Soil Drilling and Sampling, 50 Ft. to 100 Ft. per Ft.	80	\$22.50	\$1,800.00		
Grout Soil Borings	380	\$3.75	\$1,425.00		
Project Engineer for Logging and Overall Supervision, per hour	25	\$115.00	\$2,875.00		
Visual Classification & Basic Tests on Split Barrel Soil Samples, each	88	\$10.00	\$880.00		
Engineering Services					
Data analysis, preparation of engineering report, project meetings, as required					
Clerical / Administration, per hour	3	\$45.00	\$135.00		
Project Engineer, per hour	12	\$115.00	\$1,380.00		
Project Manager, per hour	8	\$130.00	\$1,040.00		
Total Estimated Project Cost			\$16,140.00		

PROJECT SCHEDULE

Drilling operations can be scheduled within 5 to 7 days following notice to proceed from the client and utility clearance through the MISS DIG network. Fieldwork is expected to take four days, provided weather and site conditions permit. Preliminary verbal recommendations should be available within a couple days after completion of laboratory testing. Our final engineering report will be available 7 to 10 business days after completion of field work if our drilling schedule is adhered to. We will provide an electronic copy of the geotechnical report.

TERMS AND CONDITIONS

General conditions relating to the performance of our services are presented in our current agreement with the City (attached) and are made part of this proposal. As authorization to proceed, please have one copy of the proposal executed by an authorized representative of the party responsible for payment of services and return it to G2 Consulting Group, LLC or issue a Purchase Order referencing this proposal. The prices discussed in this proposal remain valid for a period of 60 days from the date of this proposal. After 60 days, we reserve the right to revise our prices.

December 7, 2018 G2 Project No. 180920 Page 4



We appreciate the opportunity to be of service to the City of Birmingham and look forward to working with you on this project. If you have any questions regarding our proposed scope of work or any other matter pertaining to the project, please do not hesitate to call.

Project Manager

Sincerely,

G2 Consulting Group, LLC

Grant M. Beahlen Staff Engineer

GMB/JLB/NJHT/ljv

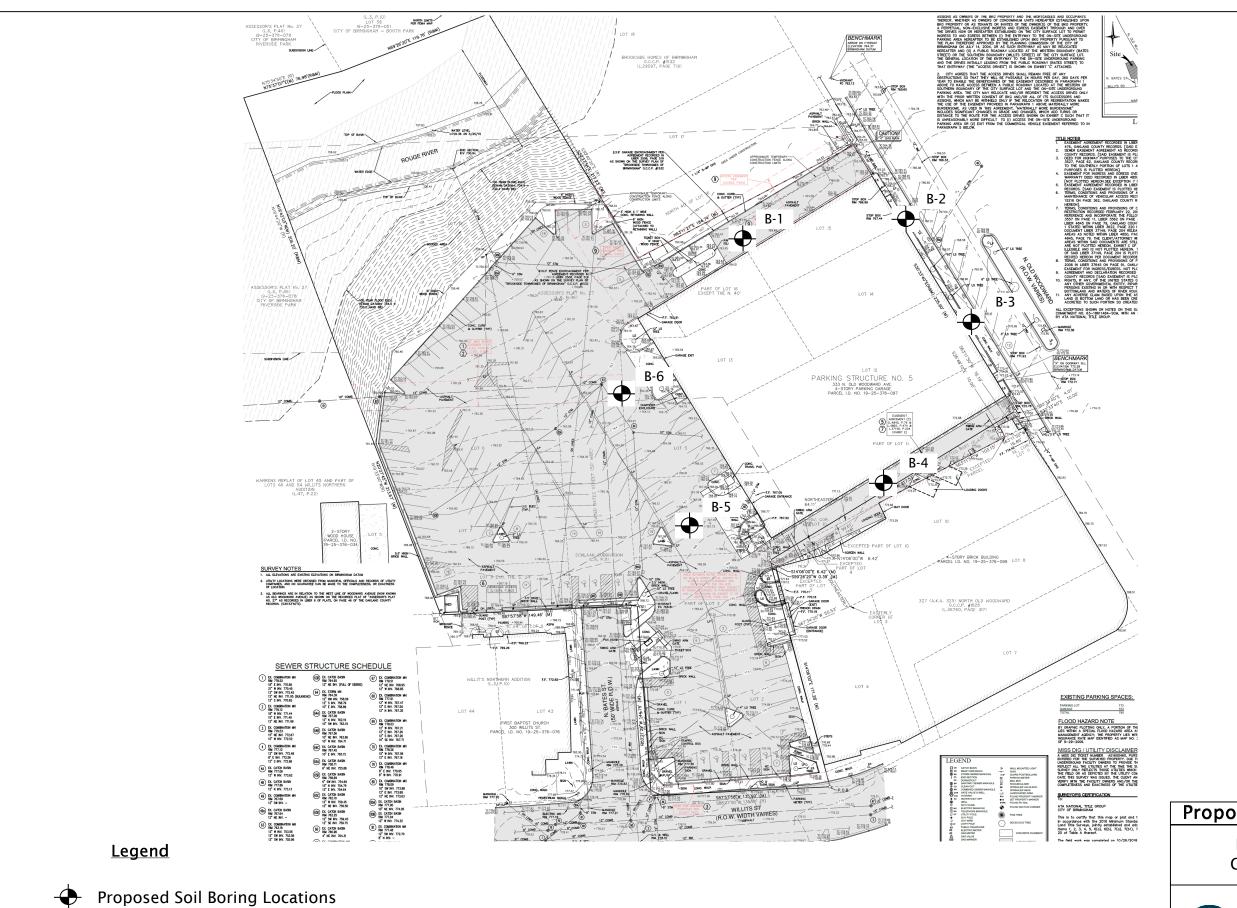
Encl: Fee Schedule

General Condition

Statement of Qualifications

ACCEPTED FOR CITY OF BIRMINGHAM:

BY:						
DATE:						





Parking Lot 5 Improvements City of Birmingham, Michigan



Project No. 180920
Drawn by: GMB

Date: 12/13/18 Plate
Scale: NTS No. 1

CITY OF BIRMINGHAM G2 CONSULTING GROUP ENGINEERING CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into this 29 day of 504, 2015, by and between the CITY OF BIRMINGHAM, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the CITY, and G2 CONSULTING, whose address is 1866 Woodslee St., Troy, MI 48083, hereinafter referred to as the CONSULTANT.

$\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}}$:

WHEREAS, the CITY would like to engage the professional services of the CONSULTANT to perform geotechnical engineering services, including inspections and consulting, and

WHEREAS, the CONSULTANT is willing to render such services desired by the CITY for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The CONSULTANT shall perform engineering services for the CITY, including, but not limited to, investigations, studies and preliminary engineering, soil borings, soil tests, geotechnical design, inspections during construction, etc.,

The CONSULTANT will provide said services only when requested to do so by the City Engineer.

- 2. The CONSULTANT shall perform all work under the direction of the City Engineer or a designated representative.
- 3. The CITY agrees to pay the CONSULTANT for services rendered on the basis of an hourly fee as set forth in Exhibit A which is attached hereto and made a part hereof. The hourly fee may be reviewed and adjusted annually by mutual consent of both parties in writing. The CONSULTANT shall submit billings on a regular basis, but no more than once a month.
- 4. This Agreement shall commence on May 16, 2015, and shall terminate on March 31, 2020. However, notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice. In the event of termination, the CONSULTANT shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the CONSULTANT through such date.

JUL 1 3 2015

CITY OF EIRMINGHAM COMMUNITY DEVELOPMENT DEPARTMENT

- 5. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.
- 6. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.
- 7. The CONSULTANT 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 CONSULTANT shall inform the CITY of all claims or suits asserted against it by the CONSULTANT'S employees who work pursuant to this Agreement. The CONSULTANT shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.
- 8. 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.
- 9. To the fullest extent permitted by law, the CONSULTANT and any entity or person for whom the CONSULTANT is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the CONSULTANT including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

The CITY agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the CITY'S contract with such contractors to indemnify the

CONSULTANT for any liability incurred by the CONSULTANT as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONSULTANT.

- 10. The CONSULTANT shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The CONSULTANT shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. <u>Workers' Compensation Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. <u>Motor Vehicle Liability Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. <u>Additional Insured</u>: The Commercial General Liability and Motor Vehicle Liability, 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 employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section.
 - E. <u>Professional Liability Insurance</u>: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if CONSULTANT will provide service that are customarily subject to this type of coverage.

- F. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- G. <u>Proof of Insurance Coverage</u>: CONSULTANT shall provide the CITY at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- H. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, CONSULTANT shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- 11. 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 CONSULTANT, the CITY shall have the right to terminate this Agreement without further liability to the CONSULTANT if the disqualification has not been removed within thirty (30) days after the CITY has given the CONSULTANT 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.
- 12. The CONSULTANT and the CITY agree that the CONSULTANT is acting as an independent contractor with respect to the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

- 13. The CONSULTANT agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.
- 14. This Agreement shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY and CONSULTANT. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.
- 15. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be clearly marked as such on the modified document. The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.
 - 16. Notices shall be given to:
 - a. City of Birmingham
 151 Martin Street
 P.O. Box 3001
 Birmingham, MI 48012-3001
 Attention: Ms. Laura Pierce

With copies to:

Timothy J. Currier, City Attorney Beier Howlett, P.C. 200 E. Long Lake Road, Ste. #110 Bloomfield Hills, MI 48304

- b. G2 Consulting Group, LLC
 1866 Woodslee
 Troy, MI 48083
 Attention: Noel J. Hargrave-Thomas
- 17. The CONSULTANT 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 CONSULTANT recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONSULTANT agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONSULTANT 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 CONSULTANT further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

- 18. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT 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.
- 19. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF BIRMINGHAM

Stuart Lee Sherman, Mayor

Laura Pierce, Clerk

G2 CONSULTING GROUP, LLC

its: Pesupo

APPROVAL (Sec 2-289 City Code)

Paul T. O'Meara, City Engineer

as to Substance

Mark Gerber, Director of

Finance as to Financial Obligation

Joseph Valentine, City Manager as to

Substance

Timothy J. Currier, City Attorney as to Form



Representative Client Services

Geotechnical Engineering

- Soil investigations, including soil borings and test pits
- Design recommendations for foundations, pavements, underground construction and earthwork
- Design of dewatering systems
- Soil dynamic studies, vibrations monitoring and evaluation
- Pile load tests, static and dynamic pile analyses
- Investigation of soil related failures
- Soil and foundation instrumentation
- Laboratory testing of soils

Geoenvironmental Engineering

- Phase I/II Environmental Site Assessment (ESA)
- Baseline Environmental Assessments (BEA)
- National Environmental Policy Act (NEPA) compliance
- Due Care Plan
- Wetland determination/delineation
- Floodplain and wetland permitting
- Hazardous materials evaluations
- Comprehensive asbestos surveys
- Lead based paint evaluations
- Brownfield studies
- Environmental drilling and sampling
- Groundwater monitoring
- Indoor air quality studies
- Water Intrusion/mold evaluations

Construction Engineering

- Field observation and testing
- Earthwork operations
- Foundation construction
- Concrete materials and placement
- Bituminous paving materials and placement
- Masonry
- Laboratory testing of aggregates, concrete, bituminous and masonry
- Construction material evaluation
- AASHTO Accredited Laboratory
- AASHTO R18
- ASTM C1077









Road Infrastructure Design & Construction

City of Birmingham A Walkable Community

MEMORANDUM

Building Facilities

DATE: January 22, 2019

TO: Joseph A. Valentine, City Manager

FROM: Carlos Jorge, Maintenance Supervisor

SUBJECT: City of Birmingham Janitorial Services

INTRODUCTION:

This contract is to provide Janitorial Services for the following facilities: Birmingham Historical Museum, Department of Public Services, Baldwin Public Library, Municipal Building, and The Birmingham Police Department. Funds were planned accordingly in the 2018-2019 Budget to replace the existing contract which will expire January 31, 2019.

BACKGROUND:

The Janitorial Services contract is up for renewal. This contract usually is for 4 years. A Request for Proposals was issued and seven proposals were received for the Janitorial Services to four City Facilities. City staff verified references and the ability for the firm to complete the project as outlined in the RFP.

After reviewing all bids, I have requested additional information and clarification on their proposals.

Based on their response, for three City facilities (Municipal Building, Birmingham Historical Museum and Department of Public Services) the second lowest bidder Signature Cleaning LLC., met all the requirements for the project.

The remaining city facility, Baldwin Public Library will recommend to award the Janitorial Services Contract to DM Burr Facilities Management, Inc., for their facility at the cost of \$ 3,221.32 a month for the total of \$ 155,783.04 for the four years. The Library will cover this expense.

Company	Facility	Monthly Fee	Four Year Total
Signature Cleaning, LLC.	City Hall	\$ 3,070.00	\$149,938.80
	Historical Museum	\$ 128.00	\$ 6,251.52
	Department Of Public Services	\$ 1,701.00	\$ 83,076.96

			Sub Total	\$239,267.28
DM Burr Facilities Management, Inc.	Baldwin Library	Public	\$ 3,221.00	\$155,783.04
			Sub Total	\$155,783.04
			<u>Total</u>	\$354,890.28

LEGAL REVIEW:

City Attorney Tim Currier has provided a legal review of the contract agreement for City of Birmingham Janitorial Services with Signature Cleaning, LLC and DM Burr Facilities Management, Inc.

FISCAL IMPACT:

Funds were budgeted for this project, in the 2018-2019 Budget under the accounts as follows: Birmingham Municipal Building Janitorial Services account # 101-265.001-816.0100, Birmingham Historical Museum Janitorial Services account # 101-804.002-816.0100, Department of Public Services Other Contractual Services account # 101-441.002-811.0000, and Baldwin Public Library Janitorial Services account # 271-790.000-816.0100.

SUMMARY

In light of the contract specifications and review of the proposals received in response to the Request for Proposals for City of Birmingham Janitorial Services, firm experience, and reference information, both Signature Cleaning, LLC and DM Burr Facilities Management, Inc., have met the requirements and have presented the best and most qualified proposals for the respective city facilities. It is therefore recommended that the contract award for City of Birmingham Janitorial Services go to Signature Cleaning, LLC for the Birmingham Municipal Building, Historical Museum, and Department of Public Services in the amount of \$239,267.28, and to DM Burr Facilities Management, Inc. for the Baldwin Public Library in the amount of \$115,783.04 for a four-year duration contingent on quarterly performance reviews.

ATTACHMENTS:

- 1. Reguest for Proposals including attachments B, C, and D
- 2. Contract Agreement with insurance documents

SUGGESTED RESOLUTION:

To approve a service agreement with Signature Cleaning, LLC. in the amount not to exceed \$ 239,267.28 to perform janitorial cleaning services to the Municipal Building account # 101-265.001-816.0100, Historical Museum account # 101-804.002-816.0100, the Department of

Public Services account # 101-441.002-811.0000; and to direct the Mayor and City Clerk to sign the agreement on behalf of the City. AND

To approve a service agreement with DM Burr Facilities Management, Inc., in the amount not to exceed \$ 155,783.04 to perform janitorial cleaning services to the Baldwin Public Library account # 271-790.000-816.0100; and to direct the Mayor and City Clerk to sign the agreement on behalf of the City.



REQUEST FOR PROPOSALS For City of Birmingham Janitorial Services

Sealed proposals endorsed "City of Birmingham Janitorial Services", will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m. on Tuesday, January 8th, 2019 after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Tuesday, December 4th, 2018 at 9:00 a.m. at the Birmingham Municipal Building. Bidders must register for the pre-bid meeting by Monday, December 3rd, 2018 by contacting Carlos Jorge at 248.530.1882.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish labor, materials, and equipment required for the work to be performed as specified in the City's specification for janitorial services for four of their facilities. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Intergovernmental Trade Network at http://www.mitn.info or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Carlos Jorge.

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: Tuesday, November 13th, 2018

Contact Person:

Mandatory Pre-Bid Meeting: Tuesday, December 4th, 2018 at 9:00 a.m.,

151 Martin Street

Birmingham, MI 48009

Deadline for Submissions: 2:00 p.m. on Tuesday, January 8th 2019

Carlos Jorge, Maintenance Supervisor

151 Martin Street

Birmingham, MI 48009 Phone: 248.530.1882

Email: cjorge@bhamgov.org



REQUEST FOR PROPOSALS For City of Birmingham Janitorial Services

Contents INSTRUCTIONS TO BIDDERS4 EVALUATION PROCEDURE AND CRITERIA......5 SETTLEMENT OF DISPUTES 8 INSURANCE......8 CONTINUATION OF COVERAGE8 EXECUTION OF CONTRACT 8 INDEMNIFICATION.......9 CONFLICT OF INTEREST9 EXAMINATION OF PROPOSAL MATERIALS......9 ATTACHMENT B - BIDDER'S AGREEMENT......29 ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM 35

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 furnish labor, materials, and equipment required for the work to be performed as specified in the City's specification for janitorial services for four of their facilities. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City reserves the right 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 January 2019. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the 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 furnish labor, materials, and equipment required for the work to be performed as specified in the City's specification for janitorial services at the following locations:

Municipal Building 151 Martin Street
Allen & Hunter House 556 West Maple
Department of Public Services at 851 S. Eton
Baldwin Public Library 300 W. Merrill Street (Optional)

A map is attached as **Attachment E** for your review of locations.

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 Municipal Building and make inquiries about the RFP and the scope of work for this facility.

Interested firms must request an appointment for an on-site visit for the following locations:

Baldwin Public library to Rebekah Craft at 248.554.4682.

Allen House and Department of Public Services to Carlos Jorge at 248.530.1882
The mandatory pre-bid meeting is scheduled for Tuesday, December 4th, 2018 at 9:00 a.m. at the City of Birmingham Municipal Building, 151 Martin Street, Birmingham, MI 48009.

Bidders may register for the pre-bid meeting by **Monday**, **December 3**rd, **2018** by contacting Carlos Jorge at 248.530.1882 or cjorge@bhamgov.org.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on **Tuesday**, **January 4th**, **2019** to:
City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "City of Birmingham Janitorial 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

- 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 <u>in writing</u> and delivered to: Carlos Jorge, 248.530.1882, <u>cjorge@bhamgov.org</u> and 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, <u>no later than 5 days prior to the deadline for submissions</u>.
- 3. All 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. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- 1. Ability to provide services as outlined.
- 2. Related experience with similar projects, Contractor background, and personnel qualifications.
- 3. Quality of materials proposed.
- 4. Overall Costs.
- 5. References.

TERMS AND CONDITIONS

- The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
- 2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
- 3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
- 4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
- 5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

- 6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
- 7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
- 8. The Contractor will not exceed the timelines established for the completion of this project.
- 9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

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

- 1. Complete and sign all forms requested for completion within this 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 written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
- 4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
- 5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
- 6. Provide 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.

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

For the purpose of security, all employees of Contractor working in City Facilities shall be subject to a city provided background investigation prior to employment. All personnel must successfully complete the city's background investigation and be approved by the City prior to start of work. All personnel employed by the contractor in performance of these services shall be those in its regular employment. A list with this information shall be kept current. All personnel shall be employees of the contractor and not self-employed individuals. NO subcontracting is permitted.

The Contractor shall provide a sufficient number of personnel to complete the requirements of the Scope of Work in the allotted time.

The Contractor shall be responsible to provide all personnel to accomplish all required services on schedules hereinafter designated, and for the proper personal conduct of all of its personnel, while in premises.

The Contractor shall provide all staff, vehicles, equipment, fuel, wages, and insurance for conducting this service.

The Contractor's employees shall check in (start of shift) and out (end of shift) daily according to procedures provided by the Building Maintenance Supervisor. For City Hall, this procedure currently requires Contractor's employees to check-in by signing out the building keys through the Communications Log in the Police Department and checking in via the City's internal phone system. Required end-of-shift check-out procedures consist of signing the Communications Log in the Police Department to verify the return of all building keys and checking out via the City's internal phone system. Under no circumstances are building keys to be removed from premises at any time. Check-in and Check-out procedures at other facilities will include checking in/out via the internal phone system.

The Contractor will be responsible to check hours of work at all City Facilities and make sure the hours match the City's daily electronic log.

The Contractor will be responsible for ensuring that janitorial personnel are familiar with the work to be performed, and that required service levels are being maintained.

The Contractor shall perform all services in accordance with all legal and regulatory requirements.

CITY RESPONSIBILITY

- 1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
- 2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.
- The City will provide access to all areas necessary for completion of this project, and space for storage of the custodial materials and equipment to be used in the building. These areas are to be maintained in an orderly manner by the Contractor.
- 4. The City shall furnish: Deodorizer dispensers, seat covers, toilet paper, paper towels, C-fold towels, and hand soap. The Contractor shall furnish all other materials and equipment, subject to the City approval, necessary to perform the services set forth in the scope of work. Material Safety Data Sheets on all products used on premises by the Contractor must be made available to the City.

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.

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.

HOURS OF WORK

The work at Municipal Building by the Contractor will take place Monday through Friday from 5:00 p.m. until cleaning is completed, but no later than 11:00 p.m. without authorization of the Building Maintenance Supervisor. Work to be performed on Saturdays & Sundays will take place from 12.00 p.m. to completion, but no later than 2:00 p.m. without authorization of the Building Maintenance Supervisor.

The work at Department of Public Services by the Contractor will take place Monday through Friday from 4:30 p.m. until cleaning is completed, but no later than 8:30 p.m. without authorization of the Director of Public Services or her designee.

The work at the Historical Museum by the Contractor will take place Monday or Tuesday between the hours of 1:00 p.m. to 4:00 p.m. or special arrangement with the Director of the Museum.

The work at Baldwin Public library will take place starting Monday through Thursday After 9:15 p.m., Fridays & Saturday after 5:45p.m., and Sunday after 5:15 p.m., until cleaning is completed. The schedule may be changed based on needs and will be coordinated and approved by the Library Director or his designee.

TERM

The term of services with the city shall be for 3 months. Thereafter, this agreement shall renew for successive 3 month periods for a maximum of four (4) additional years, unless the City terminates the Service Agreement by providing notice to the Contractor of its intention to do so at least 10 days prior to the expiration of the initial term or any renewal term. This section does not prohibit the City from exercising its rights under the Performance Monitoring or Cancellation sections of this document.

PERFORMANCE MONITORING

Throughout the term of this agreement the City and/or designee will require a monthly walk-through with the contractor to determine that all work has been performed to the city's satisfaction.

Poor performance, or noncompliance with any provision of this contract, will result in penalties. After the contractor is given a reasonable opportunity to cure performance and compliance issues, the City will assess a monetary penalty of 30% of the monthly payment for each occurrence of continued poor performance or noncompliance.

Repeated failure to perform or failure of the contractor to remedy poor performance shall be grounds for Contract termination.

CANCELLATION

Should the City become dissatisfied with the quality of the performance, it shall serve the contractor, by certified mail, notice of the dissatisfaction. If the city remains dissatisfied with the level of performance, it may unilaterally cancel the contract upon notice similarly served without cause and without payment of further costs, expenses or damages.

SCOPE OF WORK

The City reserves to right to alter the Scope of Work due to operational changes at City facilities. At least fifteen (15) days prior to the effective date of any such alterations, the City shall provide, in writing, a summary of such alterations and the impact on future payments for services under the Service Agreement.

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

MUNICIPAL BUILDING 151 MARTIN STREET BIRMINGHAM, MI 48009

Daily Cleaning Duties (Mon - Fri)

All City Offices (first & second floor), Conference Room, Commission Room, Police Clerical Area (Clerical area, offices, restroom (see restrooms), juvenile holding area, booking area, holding cells, dispatch and report room).

- All trash receptacles are to be emptied, washed (if needed), and trash removed to the designated collection point.
- Vacuum all carpeting.
- Clean and polish drinking fountains/water coolers.
- Thoroughly dust all horizontal surfaces, including desk tops, files, window sills, chairs, tables, pictures, telephones, computers, etc.
- Clean all ceiling vents.
- Damp wipe horizontal surfaces including all counter tops to remove coffee rings, fingerprints, and /or any spillage.
- Dust mop hard surface floors with a treated dust mop, remove gum, etc.
- Damp mop hard surfaces floors using approved products by the Building Maintenance Supervisor.
- Damp wipe entrance metal and remove fingerprints from entrance glass.
- Spot clean partition glass.
- Close and lock all windows and all doors in each office upon completion of work. Turn
 off all lights except the one that have a motion sensor. If there is to be an unscheduled
 meeting, a notice will be left for the contractor.

Restrooms & Locker Rooms

The same procedure applies to restrooms & locker rooms.

- Stock towels, tissue, and hand soap.
- Empty sanitary napkin receptacles and damp wipe with disinfectant.
- Dust partition, tops of lockers, tops of mirrors and frames.
- Wipe towel cabinet covers and cabinets.
- Toilets and urinals to be cleaned and disinfected inside and outside. Polish stainless steel fixtures.
- Toilet seats to be cleaned on both sides and disinfected.
- Disinfect and sanitize all basins. Polish stainless steel fixtures.
- Clean and polish mirrors.
- Remove splash marks from around basins.
- In the shower wipe down walls, floors and clean the traps with a disinfectant.
- Dust mop hard surface floors and/or vacuum floors.
- Wet mop restroom floors, showers and locker rooms with disinfectant.
- Empty trash receptacles and damp wipe with disinfectant.

Lunchroom

- All trash receptacles are to be emptied and trash removed to the designated collection point.
- Dust mop hard surface floors with a treated dust mop.
- Damp mop hard surface floors to remove spillage or soiled areas.
- Clean and damp wipe tables, counter tops, and chairs.

- Spot clean walls near trash receptacles with disinfectant.
- Clean fronts, tops, and sides of trash receptacles with a disinfectant.
- Clean and polish drinking fountain/water coolers.
- Spot clean fronts of vending machines and partition glass.

All Entrances, Stairways, Elevators and Hallways

- Dust mop hard surface floors with a treated dust mop.
- Vacuum carpeting in elevators.
- Clean and polish drinking fountains.
- Wipe down marble in elevators with an approved cleaner.
- Clean elevator threshold (tracks).
- Sweep & damp mop all stairways and all landings.
- Dust all horizontal surfaces including entrances, walls, and stairways railings.

Weekend Cleaning (Sat & Sun, Police Dept.)

The police clerical area (clerical area, offices, restroom, juvenile holding area, booking area, and holding cells, dispatcher's and report room) break room, locker rooms, lunch room and unisex restroom. The Contractor will follow the same procedure that it was described in the daily cleaning duties for the Municipal Building.

Evening Meeting

There are a number of public meetings taking place in the evening at the Municipal Building. The dates of all evening meetings will be made available to the Contractor. The Commission Room shall be thoroughly cleaned between 5:00 and 7:00 p.m. on these dates.

The contractor will also be responsible for filling ten individual thermos jugs with fresh water and ice and placing them on the commission tables between 7:00 and 7:15 p.m. whenever a meeting is to be held in the Commission Room.

Weekly Cleaning

All Entrances, Conference Room, Board Room, Police Clerical Area, City Offices, Hallways.

- Dust all vertical surfaces of desks, file cabinets, chairs, table; all air vents (diffusers and exhaust vents) and other office furniture.
- Damp wipe telephone, using disinfectant.
- Thoroughly vacuum all carpeting, taking care to get into corners and along edges.
- Thoroughly damp mop hard surface floors, taking care to get into corners and along edges.

Stairways & Elevators

- Wipe clean stairwell doors and door jams.
- Wet mop stairs and stair landings. (Clean baseboards if applicable.)
- Dust and clean lights and fixtures.
- Dust and clean emergency fire equipment and plumbing

- Sweep down stairs and landing, and getting into corners and along edges.
- Dust handrails, banisters, and ledges.
- Clean walls of fingerprints and smudge marks, etc.
- Dust and clean stairwell signage.
- Dust and clean emergency phones.

Monthly Cleaning

All Entrances, Conference Room, Board Room, Police Clerical Area, City Offices, Hallways.

- Accomplish all high dusting not reached in the above-mentioned cleaning.
- Remove fingerprints and marks from around light switches and doors frames.
- Vacuum all upholstered furniture.
- Wash all partition glass.
- Spray and/or buff all vinyl tile flooring and terrazzo.

HISTORICAL MUSEUM (ALLEN & HUNTER HOUSE) 550 & 556 W. MAPLE RD. BIRMINGHAM, MI 48009

Twice a Week (Wednesday and Friday before 1PM)

Wednesday Duties

Entrance

- Dust all sills, ledges and mullions.
- Dust all of the bookshelves going around the items on them.
- Dust the tops of picture frames and signs within reach.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Vacuum all carpeting.
- Wipe all fingerprints and smudges off of the entrance doors, door jambs and glass
- Vacuum and damp mop stairwells, dust railings.
- Clean drinking fountain.
- Clean and dust all of the Formica counter tops and ledges.

Exhibit Galleries

Including the 1930s Kitchen, Dining Room, Horton Gallery, Museum Exhibit Room & Museum Activity Room (first floor).

- Sweep and damp mop floors.
- Collect all refuse from wastebaskets, replacing liners as necessary.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Dust all sills, ledges and mullions.
- Do not dust or move artifact items.

Offices

Including the Whitehead, Mitchell, Swan and Blakeslee (second floor).

- Collect all refuse from wastebaskets and replace liners as needed.
- Vacuum all carpeting and/or mop wood floor.
- Clean all desktops and file cabinets, without disturbing any business papers or personal items.
- Do not dust or move artifact items.

Restrooms

- Clean, deodorize and disinfect all restroom facilities (this includes toilets, urinals, washbasins and waste containers).
- Sweep and mop restroom floors with disinfectant.
- Clean all mirrors, counter tops, faucets, dispensers and tile in restrooms.
- Make sure each restroom has an adequate supply of paper towels and toilet paper.
- Collect all refuse and replace liners with each cleaning.

Kitchen (second floor)

- Clean kitchen area including sinks, counters, fronts of cabinets and back splashes.
- · Wipe off table.
- Vacuum all carpeting.
- Collect all refuse from wastebaskets, replacing liners as necessary.

Friday Duties

Entrance

- Dust all sills, ledges and mullions.
- Dust all of the bookshelves going around the items on them.
- Dust the tops of picture frames and signs within reach.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Vacuum all carpeting.
- Wipe all fingerprints and smudges off of the entrance doors, door jambs and glass
- Vacuum and dust mop stairwells, dust railings.
- Clean drinking fountain.
- Clean and dust all of the Formica counter tops and ledges.

Exhibit Galleries

Including the 1930s Kitchen, Dining Room, Horton Gallery, Museum Exhibit Room & Museum Activity Room (first floor).

- Sweep and dust mop floors.
- Collect all refuse from wastebaskets, replacing liners as necessary.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.

- Dust all sills, ledges and mullions.
- Do not dust or move artifact items.

Main Floor Restrooms

- Clean, deodorize and disinfect all restroom facilities (this includes toilets, urinals, washbasins and waste containers).
- Sweep and mop restroom floors with disinfectant.
- Clean all mirrors, counter tops, faucets, dispensers and tile in restrooms.
- Make sure restroom has an adequate supply of paper towels and toilet paper.
- Collect all refuse and replace liners with each cleaning.

Kitchen (second floor)

- Wipe off table and counter tops.
- Collect all refuse from wastebaskets, replacing liners as necessary.

While upstairs, spot check offices on Fridays, checking refuse.

Monthly

First Friday

Including the Allen Textile Room, McMechan Textile Room, Main Staircase (from first floor to second floor)

- Sweep and mop and/or vacuum floors.
- Collect all refuse from wastebaskets and replace liners.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.

Second Friday

Research Library

- Sweep and mop and/or vacuum floors.
- Collect all refuse from wastebaskets and replace liners.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Dust all sills, ledges and mullions.
- Wipe off table.

Third Friday

Basement Storage Area

- Sweep and mop and/or vacuum floors.
- Collect all refuse from wastebaskets and replace liners.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.

Fourth Friday

Hunter House

- Sweep and mop floors.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Dust all sills, ledges and mullions.
- Do not dust or move artifact items.

DEPARTMENT OF PUBLIC SERVICES 851 S. ETON BIRMINGHAM, MI 48009

Daily Cleaning (Mon - Fri)

Offices, Conference Room, Hallways & Entrances

- All trash receptacles are to be emptied, replace the liners and washed as needed, and trash removed to the designated collection point.
- Vacuum all carpeting /matting and wipe down the doors thresholds to the front entrance and handicap entrance.
- Thoroughly dust/ clean all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures, telephones, computers, etc.
- Clean all ceiling vents.
- Damp wipe horizontal surfaces including all counter tops to remove coffee rings, fingerprints, and /or any spillage.
- Dust mop hard surface floors with a dust mop.
- Damp wipe entrance metal and finger prints on entrance glass.
- Spot clean interior windows in the front lobby and DPS staff entrance.
- Dust all horizontal surfaces including entrances.
- <u>EACH FRIDAY</u> All recycling receptacles from every department must be emptied in the proper container located in the garage.

Restrooms including mechanics garage & Locker Rooms

The same procedure applies to all restrooms & locker rooms.

- Stock towels, tissue, and hand soap.
- Empty sanitary napkin receptacles and damp wipe with disinfectant.
- Dust partition, tops of Lockers, tops of mirrors and frames.
- Wipe towel cabinet covers and cabinets.
- Toilets and urinals to be cleaned and disinfected inside and outside. Polish stainless steel fixtures.

- Toilet seats to be cleaned on both sides and disinfected.
- Disinfect and sanitize all basins. Polish stainless steel fixtures.
- Clean and polish mirrors.
- Clean all doors with disinfectant to remove fingerprints and stains.
- Remove splash marks from around basins.
- In the shower wipe down walls, floors and clean the traps with a disinfectant.
- Dust mop hard surface floors and/or vacuum floors.
- Wet mop restroom floors, showers and locker rooms with disinfectant.
- Empty trash receptacles and damp wipe with disinfectant.
- Each Friday clean the water meter shop's restroom following the above steps.

Lunchroom

- All trash receptacles are to be emptied and trash removed to a collection point.
- Sweep and mop kitchen floor with specially provided mop every night
- Clean and damp wipe tables, counter tops, sink, chairs and cabinets.
- Spot clean walls near trash receptacles, light switches and thermostats with disinfectant.
- Clean fronts, tops, and sides of trash receptacles with a disinfectant.
- Clean and polish drinking fountain/water coolers.
- Clean inside and outside of microwaves and front of the refrigerator.

Weekly Cleaning

- Dust all vertical surfaces of desks, file cabinets, chairs, table; all air vents (diffusers and exhaust vents) and other office furniture.
- Damp wipe telephone, using disinfectant.
- Thoroughly vacuum all carpeting, taking care to get into corners and along edges.
- Thoroughly damp mop hard surface floors, taking care to get into corners and along edges.

Monthly Cleaning

Offices, Hallways, & Entrances

- Accomplish all high dusting not reached in the above-mentioned cleaning.
- Clean and remove fingerprints and smudge marks from around all light switches and all doors frame and surface.
- Vacuum all upholstered furniture and wipe down chair legs/feet in main office area.
- Wash all partition glass and all interior windows.

BALDWIN PUBLIC LIBRARY (OPTIONAL) 300 W. MERRILL STREET BIRMINGHAM MI 48009 Contractor will provide vacuums, related vacuum supplies, dusters, and cleaning cloths. Library will provide cleaning chemicals, paper supplies, and trash liners.

Daily Cleaning (Sun - Sat)

<u>First Floor</u> (Public spaces, restrooms, staff offices, stairs), <u>Second Floor</u> (Large meeting room, hallway, restroom, stairs), <u>Lower Level</u> (Large meeting room, kitchen, hallway, restrooms, stairs)

- All trash receptacles are to be emptied, wash them if needed, and trash removed to a collection point.
- Vacuum all carpeting.
- Clean and polish drinking fountains.
- Thoroughly dust all horizontal surfaces, including desk tops, files, window sills, chairs, tables, pictures, telephones, computers, etc.
- Damp wipe horizontal surfaces including all counter tops to remove coffee rings, fingerprints and/or any spillage.
- Dust mop hard surface floors with a treated dust mop, remove gum, etc.,
- Damp mop hard surfaces floors using approved products by the Library Associate Director.
- Damp wipes entrance metal and fingerprints on entrance glass.
- Spot clean partition glass.
- Close and lock all windows, turn off lights and lock doors upon completion of work.
 Turn off all lights and lock exterior doors when leaving the building. (Exterior doors
 should be locked at all times, unless there is a meeting in the building. If there is to be
 an unscheduled meeting, a notice will be left for the contractor). Set building security
 alarm.

Restrooms

Restrooms located in lower level (4); first floor (2); and second floor (1).

- Stock towels, tissue, and hand soap.
- Change batteries in soap and towel dispensers (if needed).
- Empty sanitary napkin receptacles and damp wipe with disinfectant.
- Dust partition, tops of mirrors and frames.
- Wipe towel cabinet covers and cabinets.
- Toilets and urinals to be cleaned and disinfected inside and outside. Polish stainless steel fixtures.
- Toilet seats to be cleaned on both sides and disinfected.
- Disinfect and sanitize all basins. Polish stainless steel fixtures.
- Clean and polish mirrors.
- Remove splash marks from around basins.
- Dust mop hard surface floors and/or vacuum floors.
- Wet mop floors with disinfectant.

Empty trash receptacles and damp wipe with disinfectant.

Lunchroom & Kitchen

- All trash receptacles are to be emptied and trash removed to a collection point.
- Dust mop hard surface floors with a treated dust mop.
- Damp mop hard surface floors to remove spillage or soiled areas.
- Clean and damp wipe tables, counter tops and chairs.
- Spot clean walls near trash receptacles with disinfectant.
- Clean fronts, tops, and sides of trash receptacles with a disinfectant.

All Entrances, Stairways, Elevators and Hallways

- Dust mop hard surface floors with a treated dust mop.
- Vacuum carpeting in elevators.
- Clean and polish elevator interior.
- Clean elevator threshold (tracks).
- Clean and polish drinking fountains.
- Spot clean fronts of vending machines and partition glass.
- Sweep & damp mop all stairways and all landings.
- Dust all horizontal surfaces including entrances, walls, and stairways railings.

Weekly Cleaning

- Dust all vertical surfaces of desks, file cabinets, chairs, table; all air vents (diffusers and exhaust vents) and other office furniture.
- Damp wipe telephones, using disinfectant.
- Thoroughly vacuum all carpeting, taking care to get into corners and along edges.
- Thoroughly damp mop hard surface floors, taking care to get into corners and along edges.

Stairwells & Elevators

- Sweep down stairs and landing, and getting into corners and along edges.
- Dust handrails, banisters, and ledges.
- Clean walls of fingerprints and smudge marks, etc.

Monthly Cleaning

- Clean all ceiling vents.
- Accomplish all high dusting not reached in the above-mentioned cleaning.
- Remove fingerprints and marks from around light switches and doors frames.
- Vacuum all upholstered furniture.
- Wash all partition glass.

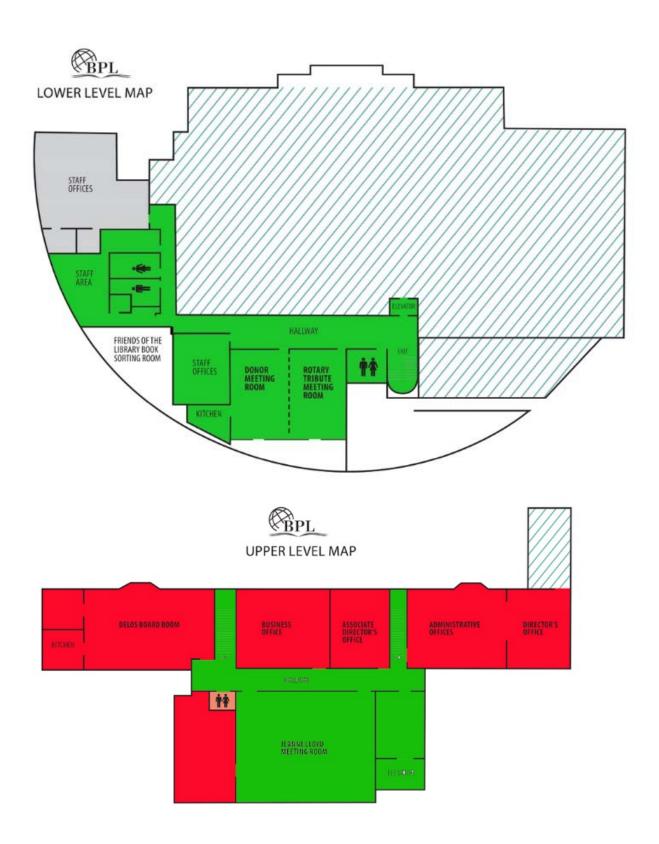
Stairways & Elevators

- Wipe clean stairwell doors and door jams.
- Wet mop stairs and stair landings. (Clean baseboards if applicable.)
- Dust and clean lights and fixtures.
- Dust and clean emergency fire equipment and plumbing.

BUILDING MAPS

Entire Main Floor to be Cleaned

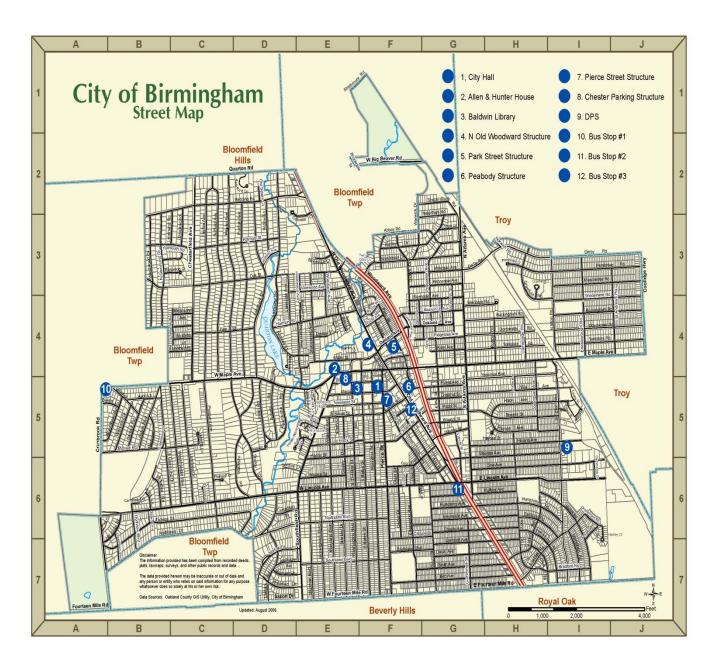




- 1. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
- 2. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
- 3. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT E - FACILITIES LOCATIONS

For City of Birmingham Janitorial Services



ATTACHMENT B - BIDDER'S AGREEMENT

For City of Birmingham Janitorial 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.

- Kisha Traup 1/4/19
PREPARED BY DATE
(Print Name)
Finance and Stiles Marayer 1/4/19
TITLE DATE
AUTHORIZED SIGNATURE E-MAIL ADDRESS 4 HAD & CON
AUTHORIZED SIGNATURE E-MAIL ADDRESS
Signature Cleaning LLC
COMPANY
6210 Saint James West Bloom Field 4148322586 - 995-9233
ADDRESS // / PHONE
NAME OF PARENT COMPANY PHONE
ADDRESS

ATTACHMENT C - COST PROPOSAL For City of Birmingham Janitorial Services

TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT:	\$ 2.39, 267.00
TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ <u>239,267</u> .00
AUTHORIZED SIGNATURE DA	/4/19 TE
TITLE Superior Alana Alana Manager	
COMPANY	
COMPANY Mature (epany, LC) 6210 adia former, West 12 loom Fueld, MJ. 48322 ADDRESS PH	586-995-9233 ONE
NAME OF PARENT COMPANY	
ADDRESS	ONE

COST PROPOSAL FOR THE FIRST YEAR (2018-19)

ALLEN HOUSE (8 hours/month)	\$ 128.00 monthly
POLICE CLERICAL AREA (14 hrs. /week)	\$ 1054.00 monthly
MUNICIPAL BUILDING (30 hrs. /week)	\$ 2016.00 monthly
DEPT. OF PUBLIC SERVICES (30 hours/week)	\$ 1701.65 monthly
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	\$ monthly
TOTAL BID AMOUNT PER MONTH:	\$ 4899. 0 monthly
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ <u>4899.00</u> monthly
TOTAL BID AMOUNT FOR THE FIRST YEAR:	\$ 58, 788.0 Pearly
TOTAL BID AMOUNT FOR THE FIRST YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ 58,788. Dearly

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: \$ 17,00 /HOUR

COST PROPOSAL FOR THE SECOND YEAR (2019-20)

\$ 128.00 monthly ALLEN HOUSE (8 hours/month) \$ 1054.00 monthly POLICE CLERICAL AREA (14 hrs. /week) \$ <u>2016.00</u> monthly MUNICIPAL BUILDING (30 hrs. /week) **DEPT. OF PUBLIC SERVICES** \$ 1701. 00monthly (30 hours/week) **BALDWIN PUBLIC LIBRARY (Optional)** (7 days/week) \$ 4899.00 monthly TOTAL BID AMOUNT PER MONTH: TOTAL BID AMOUNT PER MONTH \$ 4899.00 monthly **EXCLUDING BALDWIN PUBLIC LIBRARY:** \$ 58, 788 yearly TOTAL BID AMOUNT FOR THE SECOND YEAR:

TOTAL BID AMOUNT FOR THE SECOND YEAR EXCLUDING BALDWIN PUBLIC LIBRARY: \$58,798 yearly

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: \$ /7.40 /HOUR

COST PROPOSAL FOR THE THIRD YEAR (2020-21)

ALLEN HOUSE (8 hours/month)	\$ 132.48 monthly
POLICE CLERICAL AREA (14 hrs. /week)	\$ 1090, 89 monthly
MUNICIPAL BUILDING (30 hrs./week)	\$ 2086.56 monthly
DEPT. OF PUBLIC SERVICES (30 hours/week)	\$ 1760.54 monthly
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	\$ monthly
TOTAL BID AMOUNT PER MONTH:	\$ <u>5070, 47</u> monthly
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ monthly
TOTAL BID AMOUNT FOR THE THIRD YEAR:	\$ 60,845. Wearly
TOTAL BID AMOUNT FOR THE THIRD YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ 60,845. Eyearly

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: \$ 18.00 /HOUR

COST PROPOSAL FOR THE FOURTH YEAR (2021-22)

ALLEN HOUSE (8 hours/month)	\$ 132 - 48 monthly
POLICE CLERICAL AREA (14 hrs. /week)	\$ 1090,89 monthly
MUNICIPAL BUILDING (30 hrs. /week)	\$.2086.56 monthly
DEPT. OF PUBLIC SERVICES (30 hours/week)	\$ <u>1760.59</u> monthly
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	\$ monthly
TOTAL BID AMOUNT PER MONTH:	\$ <u>5070.47</u> monthly
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ monthly
TOTAL BID AMOUNT FOR THE FOURTH YEAR:	\$ 60,845,5 Yearly
TOTAL BID AMOUNT FOR THE FOURTH YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ 100,845,5 yearly
NOTE: THE FOLLOWING MUST BE COMPL REQUESTS ADDITIONAL WORK BEYOND T OR FOR APPROVED OVERTIME WORK. S CHARGES.	HE CONTRACT REQUIREMENTS,
STRAIGHT TIME: \$ 18.00 HOUR	
THE TOTAL BASE BID SHALL INCLUDE ALL COST BE ADDED DURING THIS CONTRACT PERIOD EX IS REQUESTED BY THE CITY OF BIRMINGHAM.	
Firm Name Signature Cleaning	UC
Authorized signature Atlaha	Date 6/04/19
11/	34

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM For City of Birmingham Janitorial 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.

Lisha Troupe	1/4/19
PREPARED BY	DATE /
(Print Name)	1 1
France and SAles Managen TITLE	1/4/19
TITLE	DATE / ///
4h Tha	
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Signature Cleaning	ne, LLC
COMPANY	/ '
GZ10 Saint James, West Bloom &	reld M148322 586-995-9233
ADDRESS (/	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
38-4100917	

ATTACHMENT A - AGREEMENT

For City of Birmingham Janitorial Services

This AGREEMENT,	made this	_day of	, 2019, by and
between CITY OF BIRMIN	IGHAM, having its	principal municipal o	ffice at 151 Martin
Street, Birmingham, MI (he	ereinafter sometimes	s called "City"), and S	Signature Cleaning,
LLC., having its principal of	fice at 6210 Saint Ja	mes, West Bloomfield	d, MI
48322 (hereinafter called "C	Contractor"), provide	s as follows:	

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having janitorial services provided at its Municipal Building, Historical Museum (Allen & Hunter House), Department of Public Services and Baldwin Public Library **(Optional)** in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform of the commercial cleaning services for three city facilities and Baldwin Public Library **(Optional)**, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform the commercial cleaning services and which bid has been accepted by the City.

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 commercial cleaning services and the Contractor's cost proposal dated January 4, 2019 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 \$ 239,267.00, as set forth in the Contractor's January 4, 2019 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. <u>Workers' Compensation Insurance</u>: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. <u>Commercial General Liability Insurance</u>: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. <u>Motor Vehicle Liability</u>: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. <u>Additional Insured</u>: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
 - E. <u>Professional Liability</u>: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage. If applicable.

- F. <u>Pollution Liability Insurance</u>: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted. If applicable.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. <u>Proof of Insurance Coverage</u>: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. <u>Maintaining Insurance</u>: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
- 13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of

Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

- 14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
- 15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
- 16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham Attn: Carlos Jorge 151 Martin Street Birmingham, MI 48009 248.530.1882

Signature Cleaning, LLC Attn: Kisha Troupe 6210 Saint James West bloomfield, MI 48322

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. event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:	Signature Cleaning, LLC.
Monn (subon	By: Kisha Troupe Its: Finance & Sales Manager
	CITY OF BIRMINGHAM
	By:Patricia Bordman
197	Patricia Bordman Its: Mayor
	By:
	Cherilynn Mynsberge Its: City Clerk
Approved:	Allul Alle
Carlos Jorge, Maintenance Supervisor (Approved as to substance)	Mark Gerber, Director of Finance (Approved as to financial obligation)
Timothy J Currier, City Attorney	Soula Valto
(Approved as to form)	Joseph A. Valentine, City Manager (Approved as to substance)



Carlos Jorge <cjorge@bhamgov.org>

Fwd: Library Board motion about janitorial services

1 message

Joe Valentine <Jvalentine@bhamgov.org>
To: Carlos Jorge <Cjorge@bhamgov.org>

Thu, Jan 24, 2019 at 11:10 AM

Carlos,

Please include this email with your agenda report.

Thanks, Joe

----- Forwarded message -----

From: Doug Koschik < Doug. Koschik@baldwinlib.org >

Date: Thu, Jan 24, 2019 at 10:13 AM

Subject: Library Board motion about janitorial services

To: Joe Valentine <jvalentine@bhamgov.org>

Hello Joe,

Last evening the Library Board approved the following motion:

Motion to approve the selection of DM Burr Group to perform janitorial services at the Library at a monthly rate of \$3,221.32 for a four-year contract to be paid out of account 816.0100 Janitorial Contract.

I assume this matter is going to the City Commission on Jan. 28. If not--or if you have any other concerns--please let me know.

Thanks.

Doug

Doug Koschik
Director
Baldwin Public Library
300 W. Merrill St.
Birmingham, MI 48009

E-mail: doug.koschik@baldwinlib.org

Telephone: 248-554-4681 Fax: 248-647-6393

Joseph A. Valentine
City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009
(248) 530-1809 Office Direct
(248) 530-1109 Fax
jvalentine@bhamgov.org

Twitter: @JoeValentine151

To get the latest information regarding the City of Birmingham, please sign up for our communication tools by clicking here www.bit.ly/bhamnews.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER			CONTA NAME:	CT Pete	r Trost					
	ntz Commercial Insurance Agend 200 American Dr.	су, 1	LLC		PHONE (A/C, No		3) 304-285	FAX	(248)	436-1108
26.	200 American Dr.				E-MAIL ADDRE			antzgroup.com	(210)	130 1100
So	thfield MI 48034				ADDRE			RDING COVERAGE		NAIC#
					INSURE	RA: Sentine	el Insuran	ce Company		11000
INSU				(586) 995-9233	INSURE	RB: Hartfo	rd Fire In	surance Compan		19682
Sig	nature Cleaning, LLC				INSURE			-		
621	0 Saint James Dr.				INSURE	RD:				
Wes	t Bloomfield MI 48322				INSURE					
	VED A OF O	TIFI		NUMBER Comb. TR. 11	INSURE	RF:		DEVICION NUMBER		
				NUMBER: Cert ID 11		N ICCLIED TO		REVISION NUMBER:	IE DOL	ICV DEDIOD
	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE									
CI	ERTIFICATE MAY BE ISSUED OR MAY	PERT	AIN,	THE INSURANCE AFFORD	ED BY	THE POLICIES	S DESCRIBED			
	KCLUSIONS AND CONDITIONS OF SUCH				BEEN F					
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Y	Y	35SBAAA9325		01/21/2019	01/21/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		2,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG		2,000,000
	OTHER:							Empl Benefits Liab	•	2,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	•	1,000,000
A	ANY AUTO	Y	Y	35SBAAA9325		01/21/2019	01/21/2020		\$	1,000,000
-	OWNED SCHEDULED	1	-	3355AAA3323		01/21/2013	01/21/2020	` ' '	\$	
	AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY							PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB OCCUR									
	- SYSTEM LIAB							EACH OCCURRENCE	\$	
	CLAIMS-MADE	-						AGGREGATE	\$	
	DED RETENTION \$ WORKERS COMPENSATION							PER OTH-	\$	
В	AND EMPLOYERS' LIABILITY Y/N		Y	35WECAC7B65		01/21/2019	01/21/2020	X PER STATUTE OTH- ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT		1,000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	-	1,000,000
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
									\$	
									\$	
DES	L CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if more	e space is require	ed)		
The	City of Birmingham, including	gal	1 el	lected and appointed	offic	cials, all	employee	and volunteers,		
	<pre>boards, commissions and/or a reof shall be listed as Addit</pre>				s,, i	ncluding e	mployees a	nd volunteers		
Coverage afforded is primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.										
******	ener any other avariable cove	Lugu	,	primary, concribaci	119 01	01100000				
CE	RTIFICATE HOLDER				CANC	ELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE									
		THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN								
The City of Birmingham		ACCORDANCE WITH THE POLICY PROVISIONS.								
	-						N. T. A. T. 11 (F.			
151 Martin Street			AUTHORIZED REPRESENTATIVE ARCHITECTURE AUTHORIZED REPRESENTATIVE							
Birmingham, MI 48012			11	111						

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT B - BIDDER'S AGREEMENT For City of Birmingham Janitorial 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.

1/8/2019 Mark Langkos PREPARED BY DATE (Print Name) **Director of Sales** 1/8/2019 TITLE DATE Marklangkos@dmburr.com **AUTHORIZED SIGNATURE** E-MAIL ADDRESS DM Burr Facilities Management, Inc. 4252 Holiday Drive Flint, MI 48507 810-391-2314 **ADDRESS** PHONE The DM Burr Group 810-391-2314 NAME OF PARENT COMPANY PHONE 4252 Holiday Drive Flint, MI 48507 **ADDRESS**



ATTACHMENT C - COST PROPOSAL For City of Birmingham Janitorial Services

TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT:

\$ 112,289.64 Annually

TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT

EXCLUDING BALDWIN PUBLIC LIBRARY:

\$ 73,633.20 Annually

1/8/2019

AUTHORIZED SIGNATURE

Director of Sales

TITLE

DM Burr Facilities Management, Inc.

COMPANY

4252 Holiday Drive Flint, MI 48507

ADDRESS

PHONE

The DM Burr Group

NAME OF PARENT COMPANY

810-391-2314 PHONE



4252 Holiday Drive Flint, MI 48507 ADDRESS

COST PROPOSAL FOR THE FIRST YEAR (2018-19)

ALLEN HOUSE (8 hours/month)	\$ <u>196.21</u>	_ monthly
POLICE CLERICAL AREA (14 hrs. /week)	\$_1,124.69	_monthly
MUNICIPAL BUILDING (30 hrs. /week)	\$ 2,407.60	monthly
DEPT. OF PUBLIC SERVICES (30 hours/week)	\$ 2,407.60	_ monthly
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	\$_3,221.32	monthly
TOTAL BID AMOUNT PER MONTH:	\$ 9,357.42	monthly
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ <u>6,136.10</u>	_ monthly
TOTAL BID AMOUNT FOR THE FIRST YEAR:	\$ <u>112,289.04</u>	yearly
TOTAL BID AMOUNT FOR THE FIRST YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	\$_73,633.20	yearly

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: \$ 17.29 /HOUR



COST PROPOSAL FOR THE SECOND YEAR (2019-20)

ALLEN HO	USE (8 hours/month)	\$ <u>196.21</u> monthly
POLICE CL	ERICAL AREA (14 hrs. /week)	\$1,124.69 monthly
MUNICIPAL	. BUILDING (30 hrs. /week)	\$_2,407.60 monthly
DEPT. OF F (30 hours/	PUBLIC SERVICES week)	\$_2,407.60 monthly
BALDWIN F (7 days/wee	PUBLIC LIBRARY (Optional) ek)	\$ 3,221.32 monthly
TOTAL BID	AMOUNT PER MONTH:	\$_9,357.42 monthly
	AMOUNT PER MONTH G BALDWIN PUBLIC LIBRARY:	\$_6,136.10 monthly
TOTAL BID	AMOUNT FOR THE SECOND YEAR:	\$ 112,289.04 yearly
	AMOUNT FOR THE SECOND YEAR BALDWIN PUBLIC LIBRARY:	\$ <u>73,633.20</u> yearly
NOTE:	THE FOLLOWING MUST BE COMPL	ETED IN THE EVENT THE

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: \$ 17.29 /HOUR



COST PROPOSAL FOR THE THIRD YEAR (2020-21)

ALLEN HOUSE (8 hours/month)	\$_196.21 monthly
POLICE CLERICAL AREA (14 hrs. /week)	\$ 1,124.69 monthly
MUNICIPAL BUILDING (30 hrs./week)	\$ 2,407.60 monthly
DEPT. OF PUBLIC SERVICES (30 hours/week)	\$ <u>2,407.60</u> monthly
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	\$_3,221.32 monthly
TOTAL BID AMOUNT PER MONTH:	\$ 9,357.42 monthly
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	\$_6,136.10 monthly
TOTAL BID AMOUNT FOR THE THIRD YEAR:	\$ <u>112,289.04</u> yearly
TOTAL BID AMOUNT FOR THE THIRD YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ <u>73,633.20</u> yearly

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: \$ 17.29 /HOUR



COST PROPOSAL FOR THE FOURTH YEAR (2021-22)

ALLEN HOUSE (8 hours/month)	<u>\$ 202.10</u>	_ monthly
POLICE CLERICAL AREA (14 hrs. /week)	\$ <u>1,158.43</u>	_ monthly
MUNICIPAL BUILDING (30 hrs. /week)	\$ <u>2,479.83</u>	_ monthly
DEPT. OF PUBLIC SERVICES (30 hours/week)	\$ 2,479.83	_ monthly
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	\$ <u>3,317.96</u>	_ monthly
TOTAL BID AMOUNT PER MONTH:	\$ <u>9,638.15</u>	_ monthly
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ <u>6,320.19</u>	_ monthly
TOTAL BID AMOUNT FOR THE FOURTH YEAR:	\$ <u>115,657.80</u>	_ yearly
TOTAL BID AMOUNT FOR THE FOURTH YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	\$ <u>75,842.28</u>	_ yearly
NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.		
STRAIGHT TIME: \$ 17.81 /HOUR		
THE TOTAL BASE BID SHALL INCLUDE ALL COSTS. NO ADDITIONAL COST SHALL BE ADDED DURING THIS CONTRACT PERIOD EXCEPT IF SUPPLEMENTAL WORK IS REQUESTED BY THE CITY OF BIRMINGHAM.		
Firm Name DM Burr Facilities Management, inc.		
Authorized signature Mach Date 1/8/2019		



ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM For City of Birmingham Janitorial 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.

Mark Langkos 1/8/2019 PREPARED BY DATE (Print Name) **Director of Sales** 1/8/2019 TITLE DATE Marklangkos@dmburr.com **AUTHORIZED SIGNATURE** E-MAIL ADDRESS DM Burr Facilities Management, Inc. COMPANY 4252 Holiday Drive Flint, MI 48507 810-391-2314 **ADDRESS** PHONE 810-391-2314 The DM Burr Group NAME OF PARENT COMPANY PHONE 4252 Holiday Drive Flint, MI 48507 **ADDRESS** 20-0217227



TAXPAYER I.D.#

ATTACHMENT A - AGREEMENT

For City of Birmingham Janitorial Services

This AGREEMENT, made this ________, day of _________, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and DM Burr Facilities Management, Inc., having its principal office at 4252 Holiday Drive Flint, MI 48507 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having janitorial services provided at Baldwin Public Library in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform of the commercial cleaning services for Baldwin Public Library and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform the commercial cleaning services and which bid has been accepted by the City.

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

- It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform commercial cleaning services and the Contractor's cost proposal dated January 8, 2019 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.
- The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$155,783.04 as set forth in the Contractor's January 8, 2019 cost proposal.
- 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.
- 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.
- 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. <u>Motor Vehicle Liability</u>: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance; including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. <u>Additional Insured</u>: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
 - E. <u>Professional Liability</u>: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
 - F. <u>Pollution Liability Insurance</u>: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.

- G. 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.
- H. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall Include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- 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.
- J. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. <u>Maintaining Insurance</u>: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
- 13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers

or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

- 14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
- 15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
- 16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham Attn: Carlos Jorge 151 Martin Street Birmingham, MI 48009 248,530,1882

DM Burr Facilities Management Inc. Attn: Mark Langkos 4252 Holiday Drive Flint, MI 48507 810-391-2314

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.

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. **DM Burr Facilities Management Inc** WITNESSES! Mark Langkos Its: Director of Sales CITY OF BIRMINGHAM By: Patricia Bordman Its: Mayor By: Cherilynn Mynsberge Its: City Clerk Approved: Mark Gerber, Director of Finance (Approved as to financial obligation) (Approved as to substance) Joseph A. Valentine, City Manager (Approved as to form) (Approved as to substance)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY) 1/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in line of such and recommends.

certificate finider in field of 2001 audotestite(if(a).					
PRODUCER	CONTACT Rachel Ruhstorfer				
Al Bourdeau Insurance Agency - Flint	PHONE (A/C, No, Ext): (810)742-3411 FAX (A/C, No); (810)742-9560				
3835 Davison Road	E-MAIL ADDRESS: rachelr@albourdeau.com				
•	INSURER(S) AFFORDING COVERAGE	NAIC#			
Flint MI 48506	INSURER A :EMCASCO Insurance Co 214	107			
INSURED	MSURER B : Employers Mutual Casualty Co 214	15			
D.M. BURR FACILITIES MANAGEMENT, INC.	WSURER C MILD SIWCF				
4252 HOLIDAY DR	MSURERD:Travelers Casualty & Surety				
0	INSURER E ;				
FLINT MI 48507-3515	INSURER F:				
COVERAGES CERTIFICATE NUMBER:CL1911855	997 REVISION NUMBER:				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	Type of insurance	ADDL	SLER			POLICY EXP (MM/DD/YYYY)	LIMIT	s	
LIK	X COMMERCIAL GENERAL LIABILITY	INSU	WVD	- FOLICI NOMBER	(MANUSCOLL) TI	(IIIIIII)	EACH OCCURRENCE	s	1,000,000
A	CLAIMS-MADE X OCCUR				1/24/2018	1/24/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
		x		4D87365	1/24/2019	1/24/2020	MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
	X POLICY PRO-						PRODUCTS - COMP/OP AGG	s	3,000,000
	OTHER:						Employee Benefits	\$	1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (En accident)	\$	1,000,000
_	OTUA WAA X			,	1/24/2018	1/24/2019	BODILY INJURY (Per person)	\$	
A	ALL OWNED SCHEDULED AUTOS			4B07365	1/24/2019	1/24/2020	BOOKY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED	1					PROPERTY DAMAGE (Per accident)	\$	
							Underinsured motorist	\$	1,000,000
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	5,000,000
В	EXCESS LIAB CLAIMS-MADE				1/24/2018	1/24/2019	AGGREGATE	\$	5,000,000
້ໍ	DED RETENTION \$			4J87365	1/24/2019	1/24/2020		\$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						X PER STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	HIA					E.L. EACH ACCIDENT	\$	500,000
C	(Mandalory In NH)	HIA		DMBUR-D	1/1/2019	12/31/2019	E.L. DISEASE - EA EMPLOYEE	S	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
D	Crime			106862327	1/24/2019	1/24/2020	Employee Theft of		
					1/24/2018	1/24/2019	Client Property		100,000
				<u> </u>	1				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured for General Liability.

CERTIFICATE HOLDER	CANCELLATION
City of Birmingham Baldwin Public Library 151 Martin St	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Birmingham, MI 48009	AUTHORIZED REPRESENTATIVE
	P. Pourdany / DITHIGDA



MEMORANDUM

Engineering Dept.

DATE: January 21, 2019

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: S. Eton Rd. Signing & Pavement Marking Improvements

Contract 3-19(P) - Update

INTRODUCTION:

The following information is provided as an addendum to the previous report written for this topic.

At the meeting of January 14, 2019, the City Commission discussed the bid results of the above contract letting. PK Contracting was the only bid received, at a total cost of \$144,697.50. The Commission was hesitant to award the contract, since only one bid was received. Additional information was requested.

BACKGROUND:

As mentioned at the last meeting, PK Contracting is the dominant company providing pavement marking services in the metropolitan Detroit area, particularly where layout is involved. Other contractors compete for maintenance work, where a road agency needs existing pavement markings refreshed. This is a simpler operation that does not require much labor, and can be executed almost entirely while driving specially equipped trucks. When a street is first built or repaved, the pavement markings have to be completely laid out based off of a plan. Layout work requires labor and precision. With almost every paving project, including those in Birmingham, the prime contractor is a paving contractor. They in turn hire PK to complete the installation of the pavement markings at the end of the job. They are very good at what they do.

In speaking with a representative from PK, they estimate that 95% of the work that they do is under a subcontract to another contractor. The S. Eton Rd. Signing and Pavement Marking Improvements contract represents a unique project. Since there is no pavement work in the bid, paving contractors are not interested. Since the job involves a large amount of layout, other pavement marking contractors are not interested.

The following information has since been obtained relative to other similar projects that were completed by other agencies:

- The City of Royal Oak converted a section of N. Main St. to a three lane road and added bike lanes. Since the project included the installation of new crosswalk islands, the prime contractor is a general construction company, and PK Contracting was hired as a subcontractor to complete the pavement marking work.
- 2. Similarly, the City of Ferndale has had at least two major street projects wherein pavement marking designs were changed to allow the installation of new bike lanes.

Again, PK Contracting did these projects, as a subcontractor to another general contractor.

- 3. The City of Detroit has had several projects in the past few years reconfiguring pavement markings to feature bike lanes and more crosswalks. The majority, if not all, of this work was done by PK Contracting, as a subcontractor to a prime contractor.
- 4. We were able to located bids for three similar projects that were bid through MDOT. The bid tabs are attached. The projects were located in Detroit, Roseville, and Lansing. In two cases, PK was the only bid received, and in both cases, they were slightly above the engineer's estimate. The smallest of the three projects was in the City of Lansing, and three bids were received. PK was the successful bidder on that project. Regarding the other two bidders:
 - a. RS Contracting has successfully completed "long line" pavement marking refreshing for Birmingham for many years. While PK did this work for Birmingham for the past three years, RS will begin doing it again in 2019. I am currently waiting for a call back from the estimator at RS to clarify why they did not bid the S. Eton Rd. project.
 - b. JV Contracting appears to be a new firm started by the former president of RS Contracting (Jim Valente). The company does not seem to have much history, and we are having difficulty locating a telephone number for them on the internet.

Staff has also reviewed through the MITN bid advertising system, what other companies showed an interest in this project. The first of the two attached lists indicates the various types of companies that were notified about the S. Eton Rd. bid. The second list documents all of the companies that opened the set of plans through the internet to better understand the nature of the project. Interestingly, of the 24 companies that opened the plans, only 3 are companies that specialize in pavement markings (as highlighted). One of the other pavement marking companies that looked at the plans is RS Contracting, noted above. We are not familiar with the third company, who elected not to bid.

Given the observations above, we are confident that this is specialty work for which few companies are prepared to complete it. While many small companies can buy the smaller equipment used for simple jobs such as painting lines in parking lots, only a large outfit such as PK has shown the interest to provide the labor needed to lay out a complex set of new pavement markings as is proposed on this project. With that in mind, the Engineering Dept. feels that Birmingham is not going to be successful in receiving any competing bids on this project. The resolution below is repeated from the original report presented on January 14.

LEGAL REVIEW:

The Engineering Department follows the Standard Format used for all contracts as required by the City Attorney's Office.

FISCAL IMPACT:

A budget amendment will be required given that this project was not included in the approved current fiscal year budget.

ATTACHMENTS:

• Bid tabs prepared through the MDOT bidding system for similar projects conducted in Detroit, Roseville, and Lansing.

- Advertised categories used to solicit bidders of interest through the MITN system.
- List of contractors that showed interest in the S. Eton Rd. contract.
- Original award memo for contract #3-19(P) for the meeting of January 14, 2019.
- Bid Summary for contract #3-19(P) December 13, 2018 (Re-Bid)
- Revised Plans (10 sheets) November 2018 (Re-Bid)
- Original Award Memo for contract #11-18(P) August 3, 2018
- Original Bid Summary for contract #11-18(P) August 3, 2018

SUGGESTED RESOLUTION:

To award the S. Eton Rd. Signing and Pavement Marking Improvements, Contract #3-19 (P) to PK Contracting, Inc., in the amount of \$144,697.50, to be charged to the Major Street Fund, account number 202-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements. Further, to approve an amendment to the 2018-19 fiscal year budget as follows:

Major Street Fund

_			
Rev	മന	םו ו	c.
\cup	CH	uc	э.

Draw from Fund Balance 2	202-000.000-400.0000 Total Revenue Adjustments	\$144,697.50 \$144,697.50
Expenditures:		
Other Contractual Service	202-449.001-981.0100	<u> \$144,697.50</u>
	Total Expenditure Adjustments	<u>\$144,697.50</u>





AASHTOWare Project™ Version 4.0 Revision 189

Tabulation of Bids

Report v1

Call Number: 086 Contract ID: 82000-132675 Project(s): 1800629

Letting Date: May 04, 2018 Region(s): Detroit TSC Counties: Wayne County

Contract Time: 06/15/19 COMPLETION DATE

Contract Description: Application of long line pavement markings on various routes in the city of Detroit, Wayne County. This is a Local

Agency Project. ** 1109 N3 **

List of Vendors

Rank	Vendor ID/Name	Total Bid	Percent Of Low Bid	Percent Of Estimate
) -EST Engineer's Estimate	\$1,109,271.77	93.05%	100.00%
•	1 01684 - P.K. Contracting, Inc.	\$1,192,113.73	100.00%	107.47%



Line No / Item ID Item Description			(0) Engineer's Estimate (1) P.K. Contracting, Inc.					
		and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section II	D/Descr: 1 - Road Wor	k						
0010 Mobilizatio	1500001 on, Max \$65,000.00	(1) LSUM	56,000.00000	56,000.00	65,000.00000	65,000.00		
0011 _ Delineat	8107050 or Post, 36 inch, White	650.000 Ea	35.00000	22,750.00	58.25000	37,862.50		
0012	8110024 , Ovly Cold Plastic, 6 inch,	9,783.000 Ft	2.72000	26,609.76	2.05000	20,055.15		
0013	8110041 , Ovly Cold Plastic, 12 inch,	1,350.000 Ft	5.80000	7,830.00	4.10000	5,535.00		
0014	8110044 , Ovly Cold Plastic, 18 inch,	2,614.000 Ft	8.56000	22,375.84	6.15000	16,076.10		
0015	8110045 , Ovly Cold Plastic, 24 inch,	200.000 Ft	11.14000	2,228.00	8.20000	1,640.00		
0016	8110059 , Ovly Cold Plastic, Bus	64.000 Ea	300.00000	19,200.00	105.00000	6,720.00		



Line No / Item ID Item Description			(0) Engineer's Estimate		(1) P.K. Contracting, Inc.			
		ity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section IE	D/Descr: 1 - Road W	/ork						
0017	8110063	57.000	164.92000	9,400.44	100.00000	5,700.00		
Pavt Mrkg Arrow Sym	, Ovly Cold Plastic, Lt Tur n	n Ea						
0018	8110068	66.000	149.42000	9,861.72	110.00000	7,260.00		
Pavt Mrkg	, Ovly Cold Plastic, Only	Ea						
0019	8110069	4.000	332.57000	1,330.28	350.00000	1,400.00		
Pavt Mrkg Railroad S	, Ovly Cold Plastic, Sym	Ea						
0020	8110153	1,087,658.000	0.10000	108,765.80	0.08500	92,450.93	;	
Pavt Mrkg inch, White	, Sprayable Thermopl, 4 e	Ft						
0021	8110070	1.000	192.90000	192.90	200.00000	200.00		
Pavt Mrkg Lt Turn Ari	, Ovly Cold Plastic, Rt and row Sym	d Ea						
0022	8110071	4.000	169.33000	677.32	100.00000	400.00		
Pavt Mrkg Arrow Syn	, Ovly Cold Plastic, Rt Tu n	rn Ea						
0023	8110075	64.000	200.00000	12,800.00	110.00000	7,040.00		
Pavt Mrkg	, Ovly Cold Plastic, Stop	Ea						



Line No / Item ID Item Description			(0) Engineer's Estimate		(1) P.K. Contracting, Inc.			
Alt Set / Alt Member	Quantity	and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1	- Road Work	ζ						
0024 8110076		1.000	200.16000	200.16	200.00000	200.00		
Pavt Mrkg, Ovly Cold F and Lt Turn Arrow Sym		Ea						
0025 8110077		1.000	200.85000	200.85	200.00000	200.00		
Pavt Mrkg, Ovly Cold F and Rt Turn Arrow Syn		Ea						
0026 8110078		4.000	150.35000	601.40	90.00000	360.00		
Pavt Mrkg, Ovly Cold F Arrow Sym	Plastic, Thru	Ea						
0030 8110154	2,43	34,823.000	0.10000	243,482.30	0.08500	206,959.96		
Pavt Mrkg, Sprayable inch, Yellow	Γhermopl, 4	Ft						
0040 8110155	30	3,864.000	0.15000	45,579.60	0.11000	33,425.04		
Pavt Mrkg, Sprayable inch, White	Thermopl, 6	Ft						
0050 8110343	1	3,478.000	1.50000	20,217.00	1.35000	18,195.30		
Rem Spec Mrkg		Sft						



Line No /			(0) Engineer's Estimate		(1) P.K. Contracting, Inc.			
		ty and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section II	D/Descr: 1 - Road Wo	ork						
0060	8110533	28,775.000	2.75000	79,131.25	3.00000	86,325.00	,	
	g, Modified Urethane, 6 inch tching White	n, Ft						
0065	8110534	8,470.000	3.50000	29,645.00	5.00000	42,350.00		
	g, Modified Urethane, 12 ss Hatching White	Ft						
0070	8110535	9,052.000	2.75000	24,893.00	3.00000	27,156.00		
	g, Modified Urethane, 6 inch tching Yellow	n, Ft						
0075	8110536	1,943.000	3.50000	6,800.50	5.00000	9,715.00		
	g, Modified Urethane, 12 ss Hatching Yellow	Ft						
0800	8110537	20,457.000	2.50000	51,142.50	2.00000	40,914.00		
Pavt Mrkg White	g, Modified Urethane, 4 inch	n, Ft						
0090	8110541	400.000	2.50000	1,000.00	2.00000	800.00		
Pavt Mrkg Yellow	g, Modified Urethane, 4 inch	n, Ft						



Line No / Item ID Item Description		(0) Engineer's Estimate		(1) P.K. Contracting, Inc.				
		tity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section	ID/Descr: 1 - Road	Nork						
0091	8117001	9,783.000	2.00000	19,566.00	1.20000	11,739.60		
_ Pavt M Mrkg, 6 i	rkg, Recessing for Pavt nch	Ft						
0092	8117001	1,350.000	3.00000	4,050.00	1.90000	2,565.00		
_ Pavt M Mrkg, 12	rkg, Recessing for Pavt inch	Ft						
0093	8117001	2,614.000	4.00000	10,456.00	2.50000	6,535.00		
_ Pavt M Mrkg, 18	rkg, Recessing for Pavt inch	Ft						
0094	8117001	200.000	5.00000	1,000.00	3.00000	600.00		
_ Pavt M Mrkg, 24	rkg, Recessing for Pavt inch	Ft						
0095	8117010	14,300.000	8.00000	114,400.00	7.25000	103,675.00		
_Pavt M (MMA), 0	rkg, Methyl Methacrylate Green	Sft						
0096	8117050	188.000	75.00000	14,100.00	125.00000	23,500.00		
	rkg, Methyl Methacrylate Bike Directional Arrow, Wh	Ea iite						



Line No / Item ID Item Description			(0) Engineer's Estimate		(1) P.K. Contracting, Inc.			
Alt Set / Al		and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID	/Descr: 1 - Road Wor	k						
0097	8117050	188.000	75.00000	14,100.00	125.00000	23,500.00		
	g, Methyl Methacrylate e Sym, White	Ea						
0098	8117050	18.000	150.00000	2,700.00	125.00000	2,250.00		
	g, Methyl Methacrylate ared Lane Marking Bike row), White	Ea						
0100	8117050	1,033.000	42.00000	43,386.00	40.00000	41,320.00		
	g, Waterborne, Large Bike irectional Arrow, White	Ea						
0110	8117050	637.000	42.00000	26,754.00	40.00000	25,480.00		
	g, Waterborne, Shared ing Bike Sym (Sharrow),	Ea						
0120	8120140	4.000	35.00000	140.00	1.00000	4.00		
Lighted Arr	ow, Type C, Furn	Ea						
0130	8120141	4.000	35.00000	140.00	1.00000	4.00		
Lighted Arr	ow, Type C, Oper	Ea						



Michigan Department of Transportation

Tabulation of Bids

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) P.K. Contracting, Inc.			
		ity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section I	D/Descr: 1 - Road V	/ork						
0140	8120170	(1)	211.65000	211.65	151,850.00000	151,850.00		
Minor Tra	f Devices	LSUM						
0150	8120210	110,425.000	0.50000	55,212.50	0.59000	65,150.75	5	
Pavt Mrko Width, Re	g, Longit, 6 inch or Less em	Ft						
0160	8120350	20.000	3.50000	70.00	0.01000	0.20		
Sign, Typ	e B, Temp, Prismatic, Fur	n Sft						
0170	8120351	20.000	3.50000	70.00	0.01000	0.20		
Sign, Typ	e B, Temp, Prismatic, Ope	er Sft						

\$1,109,271.77 \$1,192,113.73

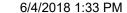


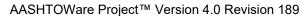
5/21/2018 2:54 PM

AASHTOWare Project™ Version 4.0 Revision 189

	Tabulation of B	Report v1	
Contract Item Totals:	\$1,109,271.77	\$1,192,113.73	
Contract Grand Totals:	\$1,109,271.77	\$1,192,113.73	

⁽⁾ indicates item is bid as Lump Sum







Report v1

Call Number: 038 Contract ID: 50000-201115 Project(s): 1800715

Letting Date: June 01, 2018 Region(s): Macomb TSC Counties: Macomb County

Contract Time: 08/24/18 COMPLETION DATE

Contract Description: 5.52 mi of signing and pavement markings along Martin Road from Hayes Road to I-94 in the city of Roseville,

Macomb County. This is a Local Agency Project. ** 139 N3 **In addition to the above minimum prequalification requirement for prime contractors this project includes subclassifications of L and N6. If the prime contractor is not pregualified in those subclassifications it must use pregualified subcontractors. Those subcontractors must be

designated prior to award of the contract to the confirmed low bidder.

List of Vendors

Rank	Vendor ID/Name	Total Bid	Percent Of Low Bid	Percent Of Estimate
0	-EST Engineer's Estimate	\$139,698.00	93.41%	100.00%
1	01684 - P.K. Contracting, Inc.	\$149,560.56	100.00%	107.06%



Line No / Item ID Item Description			(0) Engineer'	(0) Engineer's Estimate		(1) P.K. Contracting, Inc.		
Alt Set / Alt		antity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0010	1500001	(1)	12,339.00000	12,339.00	12,700.00000	12,700.00		
Mobilization	n, Max \$12,700.00	LSUM						
0020	8100010	8.000	50.00000	400.00	40.00000	320.00		
Band, Sign		Ea						
0030	8100340	1.000	60.00000	60.00	75.00000	75.00		
Post Hole T Post	hrough Conc for Stee	el Ea						
0040	8100371	1,152.000	7.00000	8,064.00	6.05000	6,969.60		
Post, Steel,	3 lb	Ft						
0050	8100403	15.000	8.50000	127.50	10.00000	150.00		
Sign, Type I	III, Rem	Ea						
0060	8100405	686.000	15.00000	10,290.00	15.30000	10,495.80		
Sign, Type I	IIIB	Sft						
0070	8110093	1,025.000	3.00000	3,075.00	2.65000	2,716.25	5	
Pavt Mrkg, I Crosswalk	Polyurea, 6 inch,	Ft						



Line No / Item ID Item Description			(0) Engineer's Estimate		(1) P.K. Contracting, Inc.		
	y and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Wo	rk						
0080 8110105	66.000	160.00000	10,560.00	105.00000	6,930.00		
Pavt Mrkg, Polyurea, Bike, Small Symbol	Ea						
0090 8110106	66.000	110.00000	7,260.00	75.00000	4,950.00		
Pavt Mrkg, Polyurea, Directional Arrow Symbol, Bike	Ea						
0100 8110108	82.000	5.00000	410.00	5.25000	430.50		
Pavt Mrkg, Polyurea, 12 inch Cross Hatching, White	Ft						
0110 8110109	151.000	5.00000	755.00	5.25000	792.75	5	
Pavt Mrkg, Polyurea, 12 inch Cross Hatching, Yellow	Ft						
0120 8110110	186.000	4.00000	744.00	5.25000	976.50		
Pavt Mrkg, Polyurea, 12 inch, Crosswalk	Ft						
0130 8110114	243.000	10.00000	2,430.00	10.50000	2,551.50		
Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft						



Line No /				(0) Engineer's Estimate		(1) P.K. Contracting, Inc.		
		ty and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID	0/Descr: 1 - Road W	ork						
0140	8110115	8.000	175.00000	1,400.00	150.00000	1,200.00		
Pavt Mrkg Symbol	Polyurea, Sharrow	Ea						
0150	8110153	3,620.000	0.20000	724.00	0.30000	1,086.00		
Pavt Mrkg inch, White	Sprayable Thermopl, 4	Ft						
0160	8110154	30,300.000	0.20000	6,060.00	0.30000	9,090.00		
Pavt Mrkg inch, Yello	Sprayable Thermopl, 4 w	Ft						
0170	8110155	19,175.000	0.20000	3,835.00	0.45000	8,628.75	5	
Pavt Mrkg inch, White	Sprayable Thermopl, 6	Ft						
0180	8110343	1,647.000	2.50000	4,117.50	2.50000	4,117.50		
Rem Spec	Mrkg	Sft						
0190	8110405	5.000	140.00000	700.00	150.00000	750.00		
Pavt Mrkg Sym	Polyurea, Lt Turn Arrow	Ea						
0200	8110411	2.000	450.00000	900.00	375.00000	750.00		
Pavt Mrkg	Polyurea, Railroad Sym	Ea						



Line No / Item ID Item Description		(0) Engineer's Estimate		(1) P.K. Contracting, Inc.			
	and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Wor	·k						
0210 8110412	2.000	140.00000	280.00	150.00000	300.00		
Pavt Mrkg, Polyurea, Rt Turn Arrow Sym	Ea						
0220 8110418	4.000	140.00000	560.00	95.00000	380.00		
Pavt Mrkg, Polyurea, Thru Arrow Sym	Ea						
0230 8110451	186.000	3.00000	558.00	2.50000	465.00		
Recessing Pavt Mrkg, Transv	Sft						
0240 8117010	360.000	12.50000	4,500.00	29.50000	10,620.00		
_ Pavt Mrkg, Methyl Methacrylate, Green	Sft						
0250 8120140	1.000	1,500.00000	1,500.00	1,000.00000	1,000.00		
Lighted Arrow, Type C, Furn	Ea						
0260 8120141	1.000	50.00000	50.00	0.01000	0.01		
Lighted Arrow, Type C, Oper	Ea						
0270 8120170	(1)	5,000.00000	5,000.00	16,200.00000	16,200.00		
Minor Traf Devices	LSUM						



Line No /			(0) Engineer's Estimate		(1) P.K. Contracting, Inc.			
		ty and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section I	D/Descr: 1 - Road Wo	ork				_		
0280	8120212	28,905.000	0.80000	23,124.00	0.50000	14,452.50		
	g, Longit, Water Blasting, 6 ss Width, Rem	Ft						
0290	8120250	25.000	25.00000	625.00	20.00000	500.00		
Plastic Dr	rum, High Intensity, Furn	Ea						
0300	8120251	25.000	5.00000	125.00	0.01000	0.25	5	
Plastic Dr	rum, High Intensity, Oper	Ea						
0310	8120350	250.000	5.00000	1,250.00	5.00000	1,250.00		
Sign, Typ	e B, Temp, Prismatic, Furn	Sft						
0320	8120351	250.000	1.00000	250.00	0.01000	2.50		
Sign, Typ	e B, Temp, Prismatic, Oper	Sft						
0330	8120352	15.000	10.00000	150.00	10.00000	150.00		
Sign, Typ Special, F	e B, Temp, Prismatic, Furn	Sft						
0340	8120353	15.000	1.00000	15.00	0.01000	0.15	5	
Sign, Typ Special, 0	e B, Temp, Prismatic, Oper	Sft						



Line No / Item ID Item Description		(0) Engineer's Estimate		(1) P.K. Contracting, Inc.				
		and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section II	D/Descr: 1 - Road Work	ζ						
0350	8200029	2.000	1,850.00000	3,700.00	1,400.00000	2,800.00		
Case Sigr by 30 inch	n (LED), One Way, 24 inch n	Ea						
0360	8200173	2.000	80.00000	160.00	95.00000	190.00		
Loop Dete	ector, Rem	Ea						
0370	8200378	1.000	1,100.00000	1,100.00	1,600.00000	1,600.00		
Bracket, T	russ, With 18 Foot Arm	Ea						
0380	8200444	1.000	4,500.00000	4,500.00	7,500.00000	7,500.00		
Hemisphe Camera	erical Video Detection	Ea						
0390	8200445	1.000	16,000.00000	16,000.00	14,150.00000	14,150.00		
Hemisphe System	erical Video Detection	Ea						
0400	8200452	4.000	500.00000	2,000.00	580.00000	2,320.00		
TS Head,	Adj	Ea						

\$139,698.00 \$149,560.56

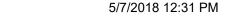


6/4/2018 1:33 PM

AASHTOWare Project™ Version 4.0 Revision 189 Tabulation of Bids Report v1

	Tabulation of B	103	report vi
Contract Item Totals:	\$139,698.00	\$149,560.56	
Contract Grand Totals:	\$139,698.00	\$149,560.56	

⁽⁾ indicates item is bid as Lump Sum





AASHTOWare Project™ Version 4.0 Revision 189

Tabulation of Bids

Report v1

Call Number: 023 Contract ID: 33000-200666 Project(s): 1800010

Letting Date: May 04, 2018 Region(s): Lansing TSC Counties: Ingham County

Contract Time: 08/31/18 COMPLETION DATE

Contract Description: 1.50 mi of bike lane pavement marking along Grand River Avenue from I-96BL to Cleveland Street in the city of

Lansing, Ingham County. This is a Local Agency Project. ** 43 N3 **

List of Vendors

Rank	Vendor ID/Name	Total Bid	Percent Of Low Bid	Percent Of Estimate
0	-EST Engineer's Estimate	\$43,763.00	113.86%	100.00%
1	01684 - P.K. Contracting, Inc.	\$38,435.95	100.00%	87.83%
2	07946 - JV Contracting, Inc.	\$38,517.60	100.21%	88.01%
3	04288 - R. S. Contracting, Inc.	\$42,859.00	111.51%	97.93%



Line No / Item ID Item Description			(0) Engineer's Estimate		(1) P.K. Contracting, Inc.		(2) JV Contracting, Inc.	
		and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price E	ext Amount
Section ID/Descr: 1 - Road Work								
0010	1500001	(1)	3,900.00000	3,900.00	0.01000	0.01	4,000.00000	4,000.00
Mobilizatio	on, Max \$4,000.00	LSUM						
0020	8110024	2,000.000	2.25000	4,500.00	2.00000	4,000.00	2.10000	4,200.00
Pavt Mrkg Crosswalk	, Ovly Cold Plastic, 6 inch,	Ft						
0030	8110039	900.000	4.20000	3,780.00	4.00000	3,600.00	3.70000	3,330.00
	, Ovly Cold Plastic, 12 inch, ching, White	Ft						
0040	8110040	400.000	5.50000	2,200.00	4.00000	1,600.00	3.70000	1,480.00
	, Ovly Cold Plastic, 12 inch, ching, Yellow	Ft						
0050	8110041	78.000	5.00000	390.00	4.00000	312.00	3.70000	288.60
Pavt Mrkg Crosswalk	, Ovly Cold Plastic, 12 inch,	Ft						
0060	8110045	650.000	10.00000	6,500.00	8.00000	5,200.00	8.50000	5,525.00
Pavt Mrkg Stop Bar	, Ovly Cold Plastic, 24 inch,	Ft						



Line No / Item ID Item Description			(0) Engineer's Estimate		(1) P.K. Contracting, Inc.		(2) JV Contracting, Inc.	
		tity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price I	Ext Amount
Section II	D/Descr: 1 - Road V	Vork		·				
0070	8110049	14.000	100.00000	1,400.00	110.00000	1,540.00	85.0000	1,190.00
	ı, Ovly Cold Plastic, Arrow Sym, Bike	Ea						
0800	8110056	14.000	125.00000	1,750.00	120.00000	1,680.00	100.0000	1,400.00
Pavt Mrkg	, Ovly Cold Plastic, Bike	Ea						
0090	8110063	13.000	110.00000	1,430.00	140.00000	1,820.00	120.0000	1,560.00
Pavt Mrkg Arrow Syr	յ, Ovly Cold Plastic, Lt Tu n	rn Ea						
0100	8110069	4.000	310.00000	1,240.00	275.00000	1,100.00	300.0000	1,200.00
Pavt Mrkg Railroad S	ı, Ovly Cold Plastic, Sym	Ea						
0110	8110079	2.000	160.00000	320.00	160.00000	320.00	100.0000	200.00
Pavt Mrkg Sharrow S	ı, Ovly Cold Plastic, Symbol	Ea						
0120	8110231	19,000.000	0.07000	1,330.00	0.15500	2,945.00	0.1000	1,900.00
Pavt Mrkg	յ, Waterborne, 4 inch, Wh	ite Ft						
0130	8110232	17,500.000	0.10000	1,750.00	0.15500	2,712.50	0.1000	1,750.00
Pavt Mrkg Yellow	, Waterborne, 4 inch,	Ft						



Michigan Department of Transportation

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) P.K. Contracting, Inc.		(2) JV Contracting, Inc.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price E	xt Amount
Section ID/Descr: 1 -	Road Work						
0140 8110343	2,500.000	2.00000	5,000.00	2.00000	5,000.00	1.25000	3,125.00
Rem Spec Mrkg	Sft						
0150 8120210	16,500.000	0.45000	7,425.00	0.40000	6,600.00	0.40000	6,600.00
Pavt Mrkg, Longit, 6 inch of Width, Rem	r Less Ft						
0160 8120246	500.000	1.12000	560.00	0.01000	5.00	1.25000	625.00
Pavt Mrkg, Wet Reflective, Tape, 4 inch, Yellow, Temp	• •						
0170 8120350	72.000	3.50000	252.00	0.01000	0.72	1.00000	72.00
Sign, Type B, Temp, Prism	atic, Furn Sft						
0180 8120351	72.000	0.50000	36.00	0.01000	0.72	1.00000	72.00
Sign, Type B, Temp, Prism	atic, Oper Sft						
	Section Totals:		\$43,763.00		\$38,435.95		\$38,517.60



5/7/2018 12:31 PM AASHTOWare Project™ Version 4.0 Revision 189

Tabulation of Bids Report v1 Contract Item Totals: \$43,763.00 \$38,435.95 \$38,517.60 Contract Grand Totals: \$43,763.00 \$38,435.95 \$38,517.60

⁽⁾ indicates item is bid as Lump Sum



Line No / Ite			(3) R. S. Conti	racting, Inc.				
Alt Set / Alt		and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/	Descr: 1 - Road Wor	k						
0010	1500001	(1)	4,000.00000	4,000.00				
Mobilization	n, Max \$4,000.00	LSUM						
0020 8	8110024	2,000.000	3.00000	6,000.00				
Pavt Mrkg, (Crosswalk	Ovly Cold Plastic, 6 inch,	Ft						
0030	8110039	900.000	5.00000	4,500.00				
Pavt Mrkg, 0 Cross Hatch	Ovly Cold Plastic, 12 inch, hing, White	Ft						
0040 8	8110040	400.000	5.00000	2,000.00				
Pavt Mrkg, (Cross Hatch	Ovly Cold Plastic, 12 inch, hing, Yellow	Ft						
0050	8110041	78.000	5.00000	390.00				
Pavt Mrkg, 0 Crosswalk	Ovly Cold Plastic, 12 inch,	Ft						
0060	8110045	650.000	9.00000	5,850.00				
Pavt Mrkg, (Stop Bar	Ovly Cold Plastic, 24 inch,	Ft						



Line No /			(3) R. S. Contr	racting, Inc.				
		ty and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section II	D/Descr: 1 - Road Wo	ork						
0070	8110049	14.000	125.00000	1,750.00				
	ı, Ovly Cold Plastic, Arrow Sym, Bike	Ea						
0800	8110056	14.000	125.00000	1,750.00				
Pavt Mrkg	, Ovly Cold Plastic, Bike	Ea						
0090	8110063	13.000	90.00000	1,170.00				
Pavt Mrkg Arrow Syr	յ, Ovly Cold Plastic, Lt Turn n	ı Ea						
0100	8110069	4.000	250.00000	1,000.00				
Pavt Mrkg Railroad S	ı, Ovly Cold Plastic, Sym	Ea						
0110	8110079	2.000	125.00000	250.00				
Pavt Mrkg Sharrow S	ı, Ovly Cold Plastic, Symbol	Ea						
0120	8110231	19,000.000	0.07000	1,330.00				
Pavt Mrkg	յ, Waterborne, 4 inch, White	e Ft						
0130	8110232	17,500.000	0.07000	1,225.00				
Pavt Mrkg Yellow	յ, Waterborne, 4 inch,	Ft						



Line No / Item ID		(3) R. S. Contr	acting, Inc.				
Item Description Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1	- Road Work						
0140 8110343	2,500.000	1.00000	2,500.00				
Rem Spec Mrkg	Sft						
0150 8120210	16,500.000	0.50000	8,250.00				
Pavt Mrkg, Longit, 6 incl Width, Rem	h or Less Ft						
0160 8120246	500.000	1.50000	750.00				
Pavt Mrkg, Wet Reflectiv							
0170 8120350	72.000	1.00000	72.00				
Sign, Type B, Temp, Pri	smatic, Furn Sft						
0180 8120351	72.000	1.00000	72.00				
Sign, Type B, Temp, Pri	smatic, Oper Sft						

\$42,859.00



5/7/2018 12:31 PM

AASHTOWare Project™ Version 4.0 Revision 189 Tabulation of Bids Report v1

	Tabulation of bids					
Contract Item Totals:	\$42,859.00					
Contract Grand Totals:	\$42,859.00					

⁽⁾ indicates item is bid as Lump Sum



SOLICITATIONS

VENDORS REPORTS LEGACY SYSTEM





#3-19(P) - S. ETON SIGNING AND PAVEMENT MARKING IMPROVEMENTS (CLOSED)

Actions

	Plan	no note that colicit	ations issued prior to June 10	2017 can be found here: http://legacy.mitn.info
	rica	se note that solicit	tions issued prior to durie 10,	2017 Can be found note. http://ogasy.iiiki.iiiii
			,	
Notice	Documents	Categories	Plan Holders List	
		.D		
NIGP (142 se	lected)			*
550		MAR	KERS, PLAQUES AND TRAF	FIC CONTROL DEVICES
630		PAIN	T, PROTECTIVE COATINGS,	VARNISH, WALLPAPER, AND RELATED PRODUCTS
750		ROA	D AND HIGHWAY BUILDING	MATERIALS (NOT ASPHALTIC)
801		SIGN	S, SIGN MATERIALS, SIGN	MAKING EQUIPMENT, AND RELATED SUPPLIES
				Annual Control of the
his copy of the	e NIGP Code is the	property of the Nat	ional Institute of Governmenta	I Purchasing, Inc. (NIGP), is displayed and used by BidNet under license from Periscope Holdings, Inc. (the nited States. It may not be copied or used (in whole or part) by any party unless such party is authorized to

<< Back to Solicitation List

Terms & Conditions | Privacy Policy



SOLICITATIONS

VENDORS

REPORTS LEGACY SYSTEM





#3-19(P) - S. ETON SIGNING AND PAVEMENT MARKING IMPROVEMENTS (CLOSED)

Actions

	Please	e note that solicitati	ons issued prior to June 10), 2017 can be found here	: http://legacy.mitn.info	
Notice	Documents	Categories	Plan Holders List			
Vendors holder.	must download at lea	st one document in	n order to be considered a	plan		
results four	nd			1		Results per page: 25 <u>50</u> <u>1</u>
rganization	Name	Main Contact	Dov	vnload Date	City	Province/State
Industrial (Commercial Striping	Angle Ficaro	12/1	1/2018 03:01 PM EST	New Hudson	Michigan
Carrier & C	Sable, Inc.	Joe Rodes	12/1	1/2018 07:40 AM EST	Farmington Hills	Michigan
R.S Contra	acting Inc.	Al Leone	12/1	0/2018 12:36 PM EST	Casco	Michigan
Construction	on Journal	Construction Jo	urnal 12/0	06/2018 04:41 PM EST	Stuart	Florida
Finishing 1	ouch Photo & Video	Cynthia Hurley	12/0	06/2018 11:00 AM EST	Chesterfield	Michigan
Graph X S	igns	Nathan Bertan	12/0	04/2018 08:43 AM EST	Plymouth	Michigan
All Americ	an Poly	Zeke Rosenwa	sser 11/2	9/2018 02:23 PM EST	Piscataway	New Jersey
Lightle Ent	terprises of Ohio, LLC	David Lightle	11/2	9/2018 06:24 AM EST	Frankfort	Ohio
BrainSurfa	ice LLC	Omar Farooq	11/2	9/2018 03:34 AM EST	Dallas	Texas
Screen Wo	orks	Janice Foerster	ling 11/2	8/2018 11:53 AM EST	Novi	Michigan
Doodle Mo	om LLC	Kristen Ellison	11/2	8/2018 11:34 AM EST	Schenectady	New York
North Ame Council, Ir	erica Procurement ac. PBC	Lyra de Asis	11/2	27/2018 10:55 PM EST	Grand Junction	Colorado
Warren Co Developm	ent Inc.	Nick Cerullo	11/2	27/2018 02:44 PM EST	Shelby Twp.	Michigan
UNISTRU	T DETROIT	BRIAN BLUST	11/2	27/2018 02:22 PM EST	CINCINNATI	Ohio
Great Lake	es Roofing, Inc.	James Wiese	11/2	27/2018 01:52 PM EST	troy	Michigan
West Con	struction Services	Myranda Kelly	11/2	27/2018 12:44 PM EST	Pontiac	Michigan
RAM Cons	struction Services	Lisa Priami	, 11/2	27/2018 12:39 PM EST	Livonia	Michigan
J. Ranck B	Electric, Inc.	Adam Ranck	11/2	27/2018 12:11 PM EST	Mt. Pleasant	Michigan
MLP Paint	ting Inc.	Lazro Lucky Pa	ilushaj 11/2	27/2018 11:13 AM EST	washington twp	Michigan
Dornbos S	Sign Inc.	Jeff Dornbos	11/2	27/2018 11:11 AM EST	Charlotte	Michigan
Birmingha	m Sealcoat	Ryan Austin	11/2	27/2018 10:51 AM EST	Oxford	Michigan
ROWE Pr Company	ofessional Services	Jodie Wright G	randy 11/2	27/2018 10:41 AM EST	Flint	Michigan
P.K.Contra	acting inc	David Moriarty	11/2	27/2018 10:26 AM EST	Troy	Michigan
Arbor Pre	es II C	David Smith	11/2	27/2018 10:13 AM EST	Royal Oak	Michigan

<< Back to Solicitation List

Terms & Conditions | Privacy Policy



MEMORANDUM

Engineering Department

DATE: January 3, 2019

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: S. Eton Rd. Signing & Pavement Marking Improvements

Contract #3-19 (P)

INTRODUCTION:

The above-referenced project was originally bid in August 2018 as Contract #11-18 (P). The City received one (1) bid that was well in excess of the staff estimate. At that time, City staff was directed by the City Commission to re-bid the project later in the year.

BACKGROUND:

The project limits for the above-referenced is S. Eton Road between Yosemite and 14 Mile Road and does not include any improvements to the S. Eton and Maple intersection as this is currently being reviewed by the Multi-Modal Transportation Board. It is expected that staff will have further information about this intersection in the coming months.

On August 3, 2018, the Engineering Department opened bids on the above-referenced project. Only one (1) contractor (PK Contracting) submitted a bid for this project of \$123,525. This was well in excess of the original staff estimate of \$75,000. It was thought that the additional costs could be associated with the ongoing high demand for these services, the uncertainty of the value of some unique items of work, and the timing of the bid opening and actual construction (late in the season). The City Commission directed that this project be re-bid later in the year with the intention that the work would be done in 2019.

On December 13, 2018, the Engineering Department opened bids. The new project, known as Contract #3-19 (P), is the same project as bid before, with the addition of enhanced signing at the north crosswalk of the Bowers Street intersection. The new plans feature signing with push-button activated Rectangular Rapid Flashing Beacons (RRFB), matching the design installed on W. Maple Road at the Rouge River Trail crossing. This enhancement was anticipated to add \$25,000 to the cost of the contract. Once again, only one (1) contractor submitted a bid for this project. A bid summary is attached for your reference.

The low bidder was PK Contracting of Troy, MI with their base bid of \$144,697.50. When comparing the original bid (6/4/18) to the re-bid (12/13/18), they are essentially the same with the exception of the additional new RRFB sings at Bowers Street (bid cost of \$10,500 each).

While the Engineering Department has never hired PK Contracting as the prime contractor for a contract, we have worked with them many times over the years as a subcontractor. PK Contracting is by far the leader in southeast Michigan relative to the installation of pavement marking for public streets. We are confident that they are qualified to perform satisfactorily on this contract.

It is our intent to work with the contractor to complete this work with minimal disruption to traffic. As is often done with pavement markings, work that is in the direct line of the travel lanes will be completed during low traffic periods to keep disruption to a minimum.

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

It is anticipated that the work will take about three (3) weeks to complete. Completion of the work is required prior to July 1, 2019.

Once the project is completed, staff will conduct an annual evaluation of the project area until funding for permanent improvements becomes available. This will help in determining the success of the test and will assist with obtaining outside funding (i.e. TAP Grant). The evaluation will include resident and citizen feedback, review of traffic speeds, accident data and pedestrian and cyclist usage.

LEGAL REVIEW:

The Engineering Department follows the Standard Format used for all contracts as required by the City Attorney's Office.

FISCAL IMPACT:

A budget amendment will be required given that this project was not included in the approved current fiscal year budget.

SUMMARY:

It is recommended that the S. Eton Rd. Signing and Pavement Marking Improvements be awarded to PK Contracting of Troy, MI in the amount of \$144,697.50. All costs will be charged to the Major Street Fund, account number 202-449.001-981.0100. A budget amendment will also be required given that this project was not included in the approved current fiscal year budget.

ATTACHMENTS:

- Bid Summary (1 page) December 13, 2018 (Re-Bid)
- Revised Plans (10 sheets) November 2018 (Re-Bid)
- Original Award Memo (3 pages) August 3, 2018
- Original Bid Summary (1 page) August 3, 2018

SUGGESTED RESOLUTION:

To award the S. Eton Rd. Signing and Pavement Marking Improvements, Contract #3-19 (P) to PK Contracting, Inc., in the amount of \$144,697.50, to be charged to the Major Street Fund, account number 202-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements. Further, to approve an amendment to the 2018-19 fiscal year budget as follows:

Major Street Fund

_			
$D \sim$	n	iues:	•
VC!	/ [เนตอ	

Draw from Fund Balance	202-000.000-400.0000 Total Revenue Adjustments	<u>\$144,697.50</u> <u>\$144,697.50</u>
Expenditures: Other Contractual Service		<u>\$144,697.50</u>
	Total Expenditure Adjustments	<u>\$144,697.50</u>

CITY OF BIRMINGHAM

S. ETON SIGNING AND PAVEMENT MARKING IMPROVEMENTS CONTRACT # 3-19 (P)

BID SUMMARY

DECEMBER 13, 2018 - 2:00 PM

Company Name	Addendums	5% Bid Security	Base Bid
P.K. Contracting Inc.	N/A	Bond	\$144,697.50



CITY OF BIRMINGHAM OAKLAND COUNTY, MICHIGAN

S. ETON RD. SIGNING & PAVEMENT MARKING IMPROVEMENTS **CONTRACT #3-19**

JULY 2018



INDEX OF DRAWINGS

COVER SHEET CS SIGNING AND STRIPING PLAN 1-7 NOTES AND DETAILS

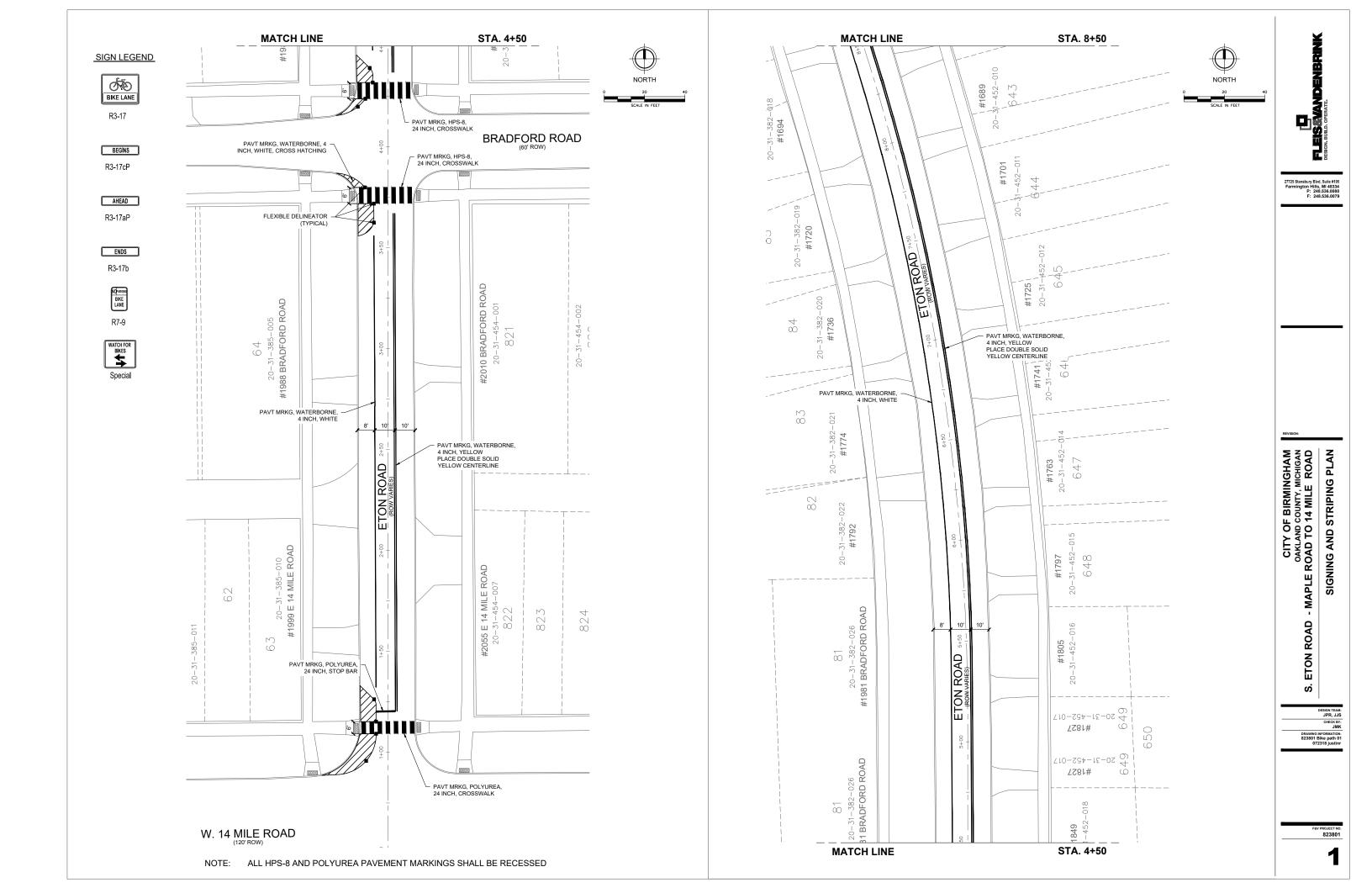


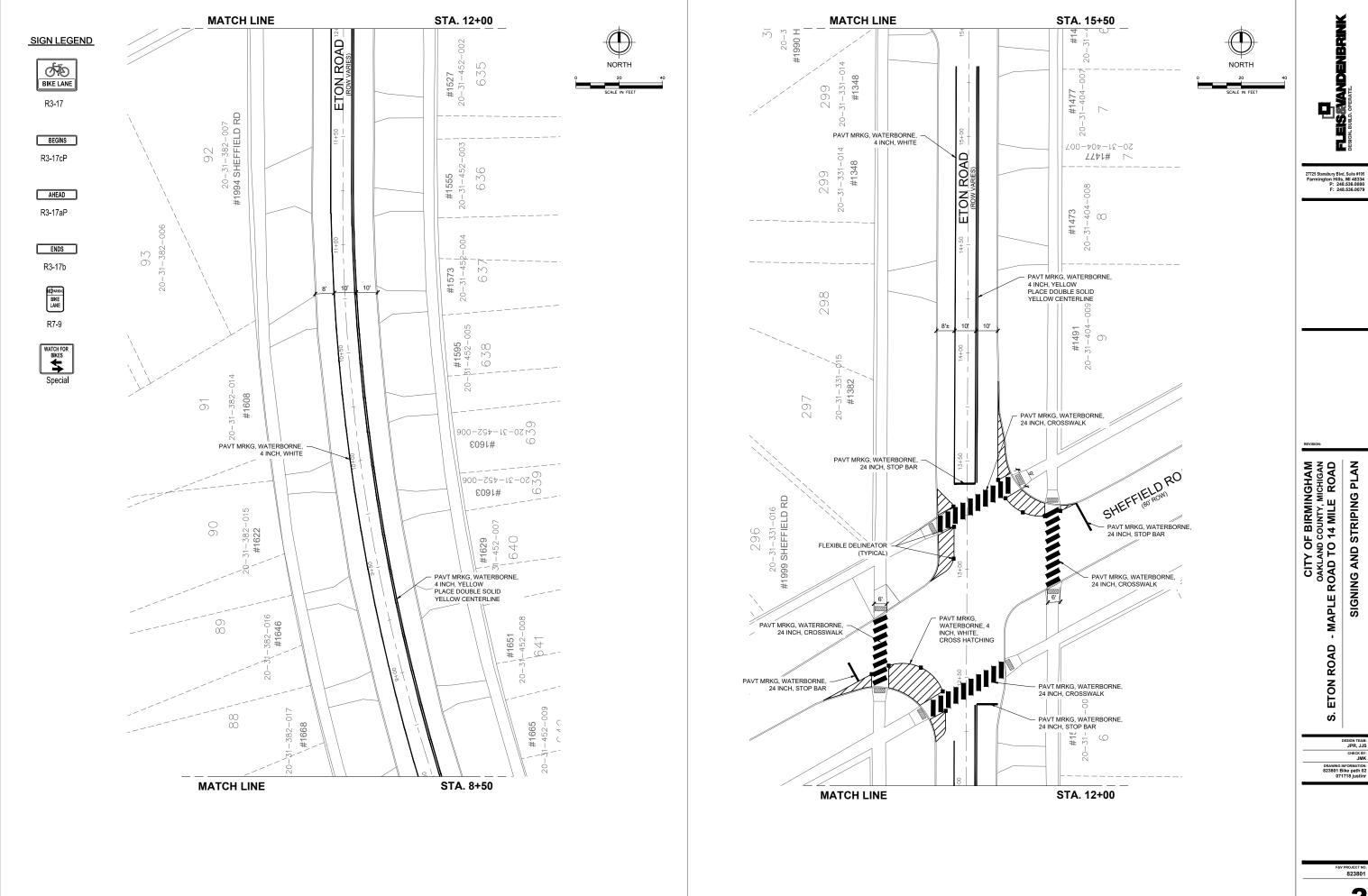
8-9

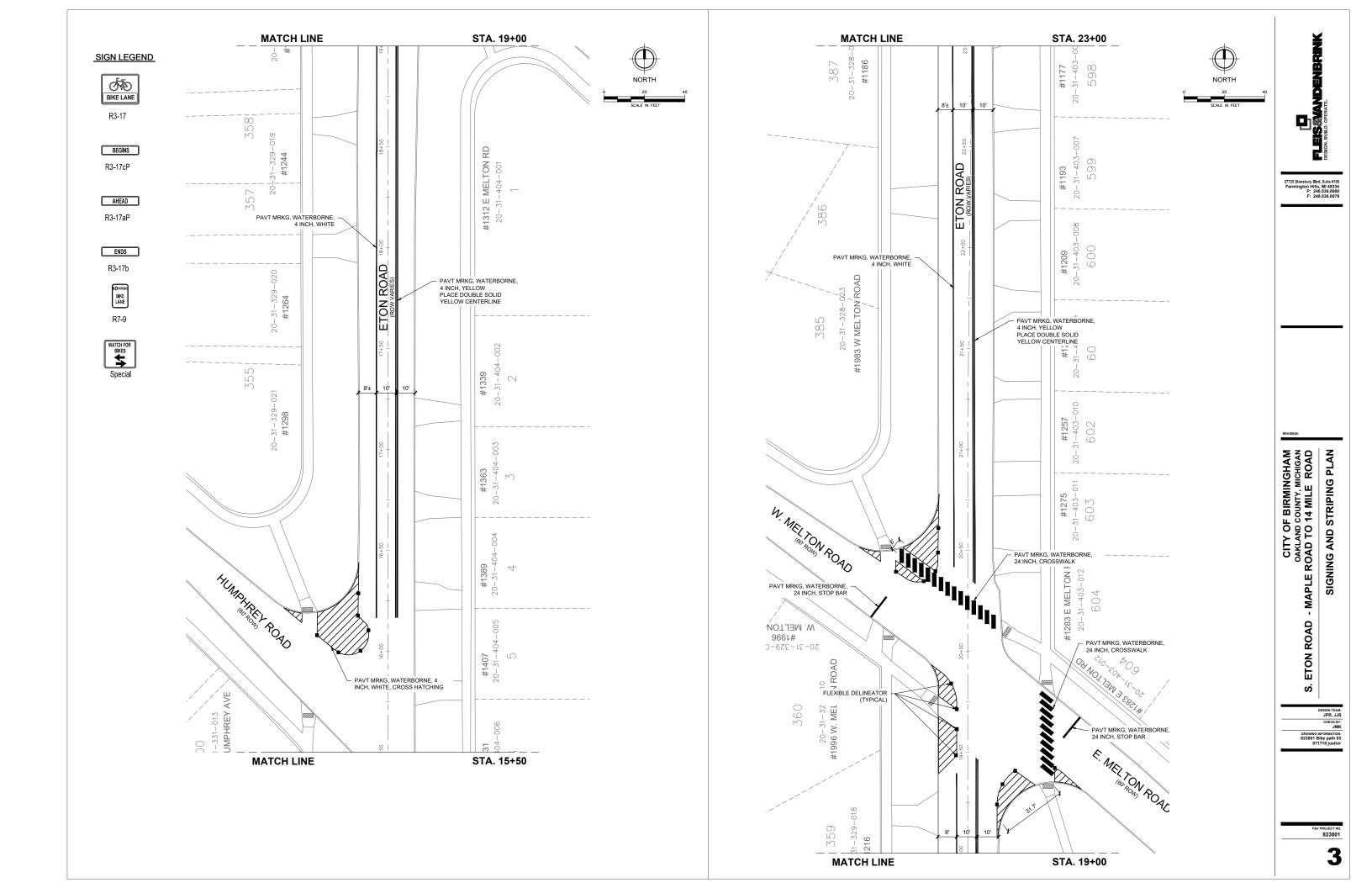
CITY OF BIRMINGHAM OAKLAND COUNTY, MICHIGAN MAPLE ROAD TO 14 MILE ROAD SIGNING AND STRIPING PLAN

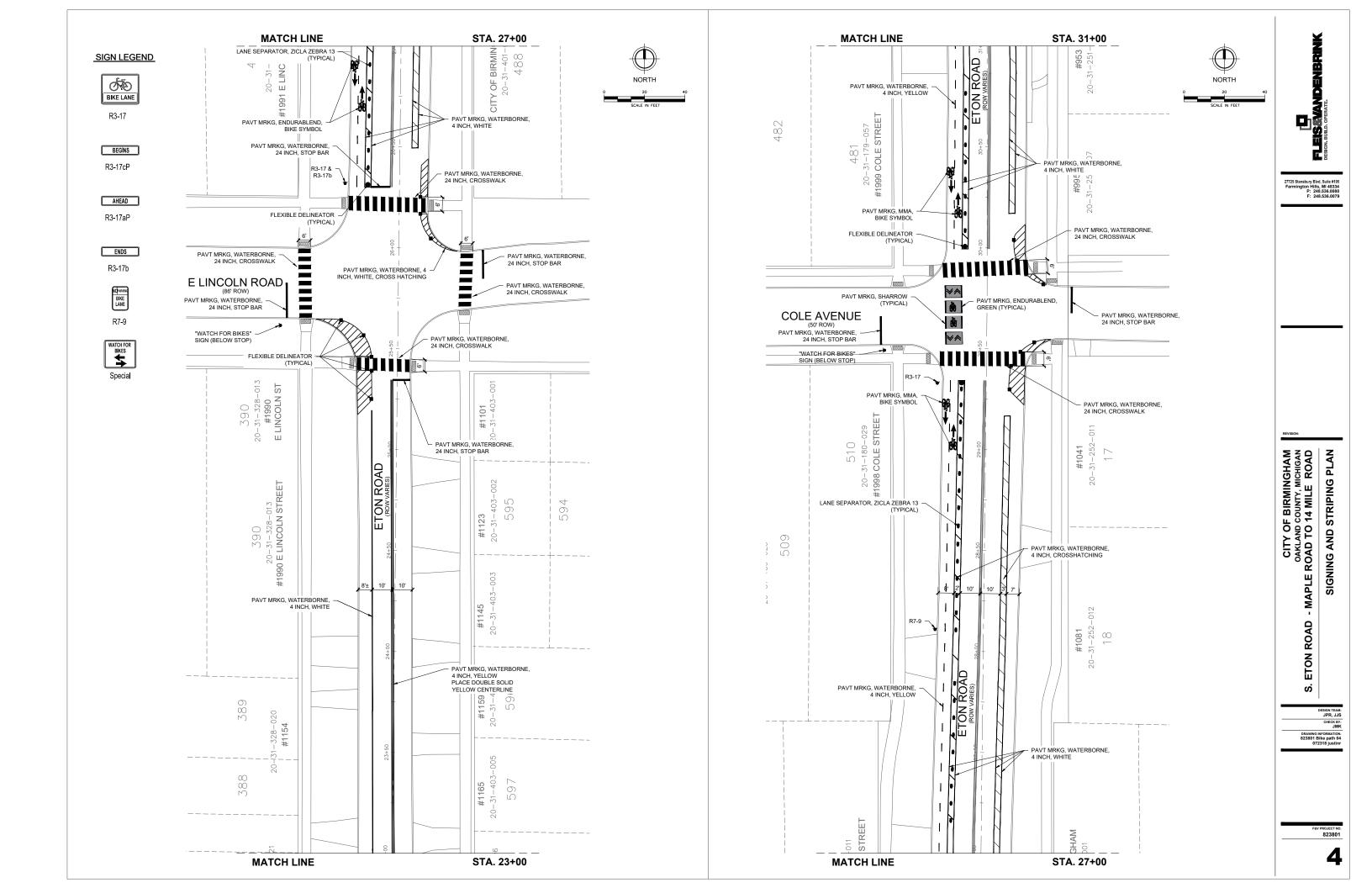
27725 Stansbury Blvd, Suite #195 Farmington Hills, MI 48334 P: 248.536.0080 F: 248.536.0079

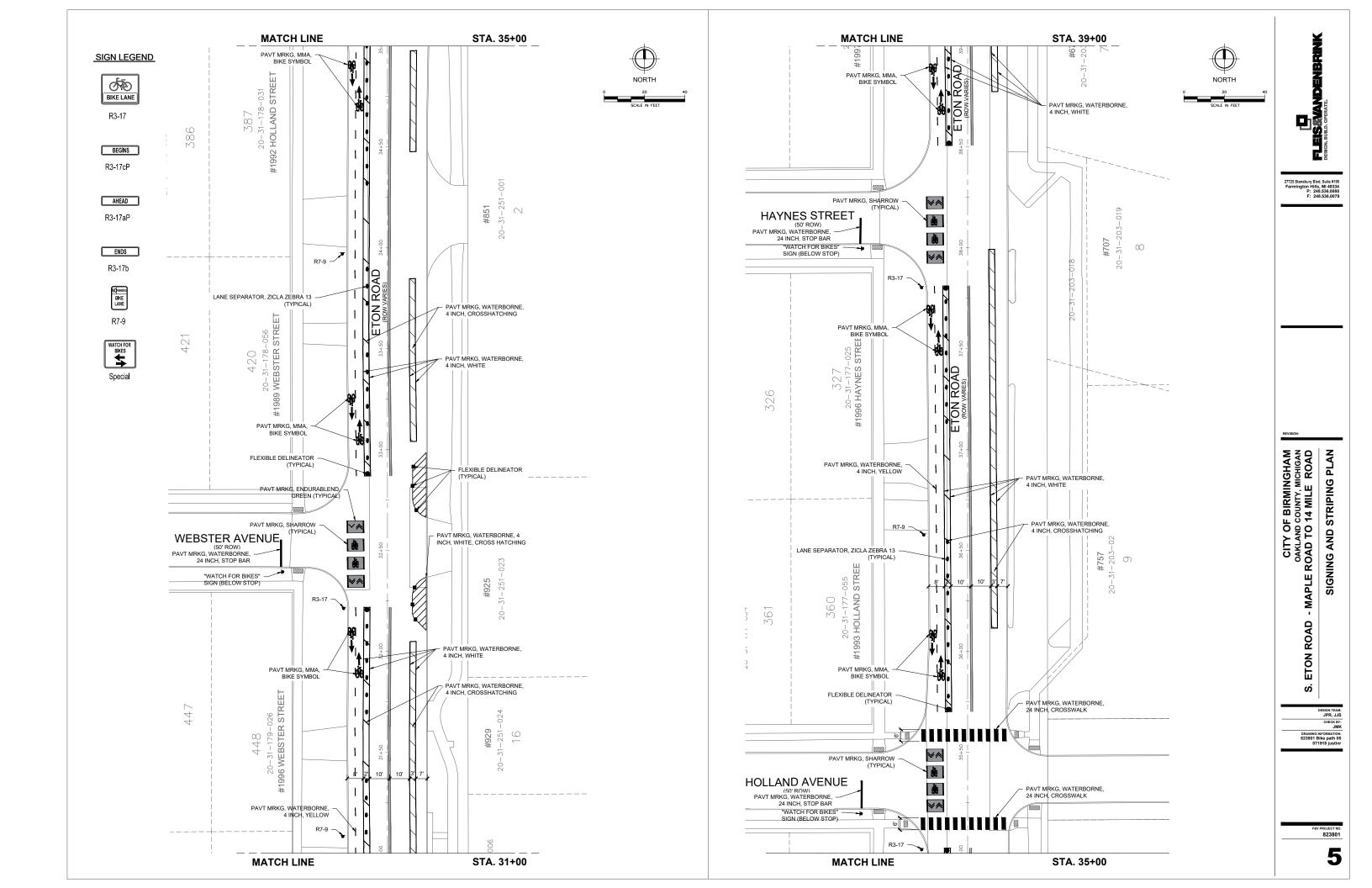
ETON ROAD

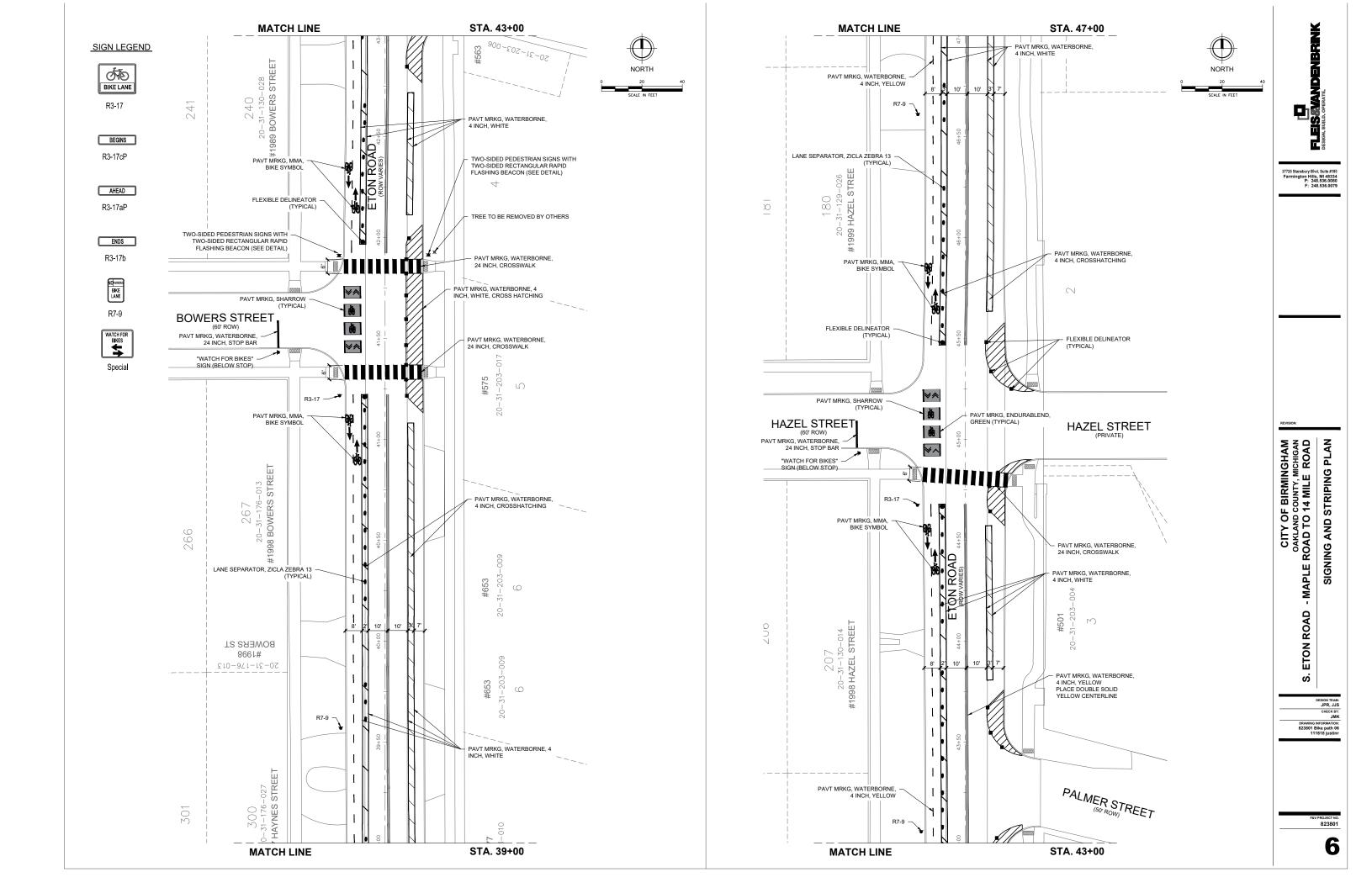


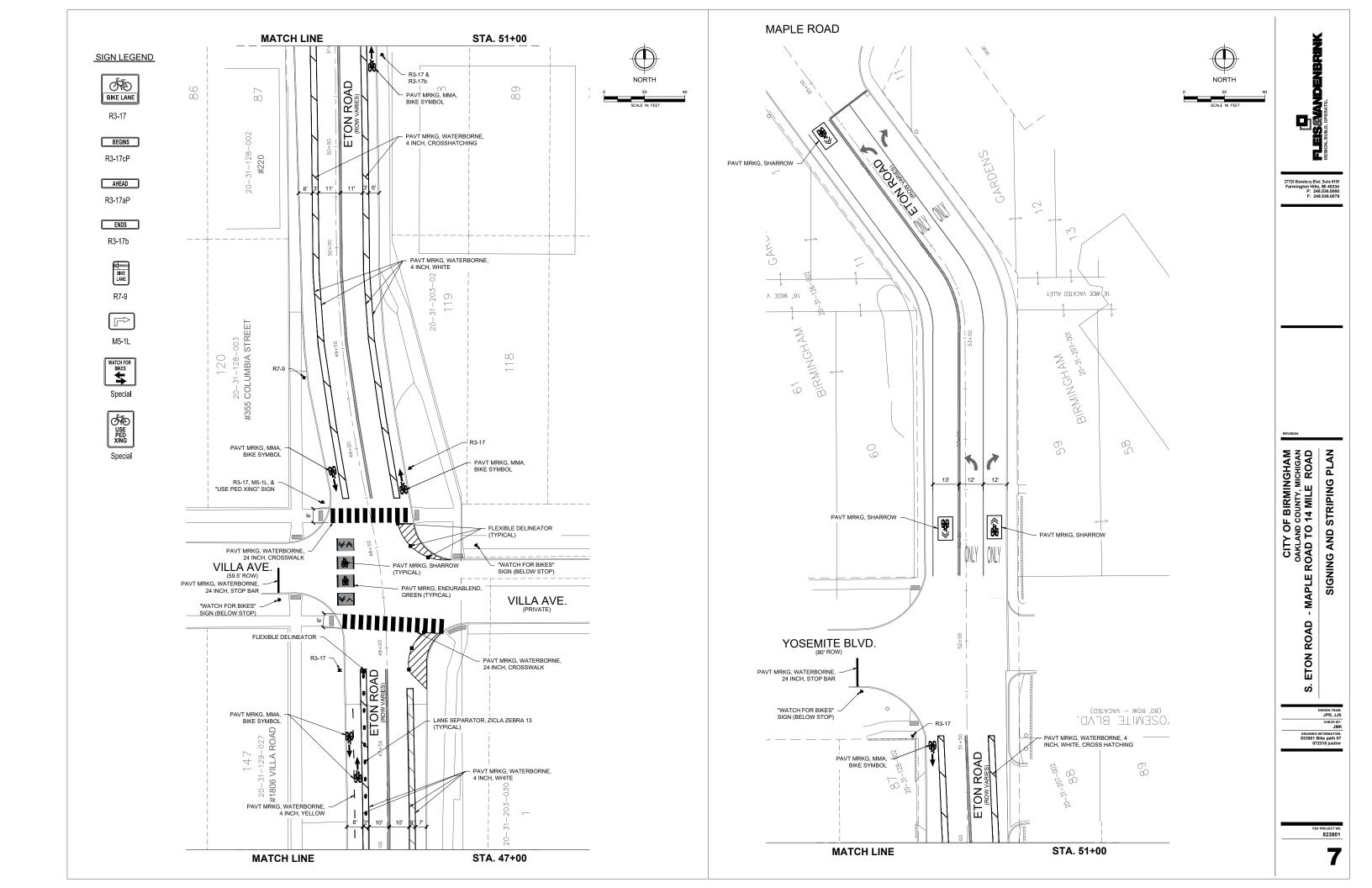


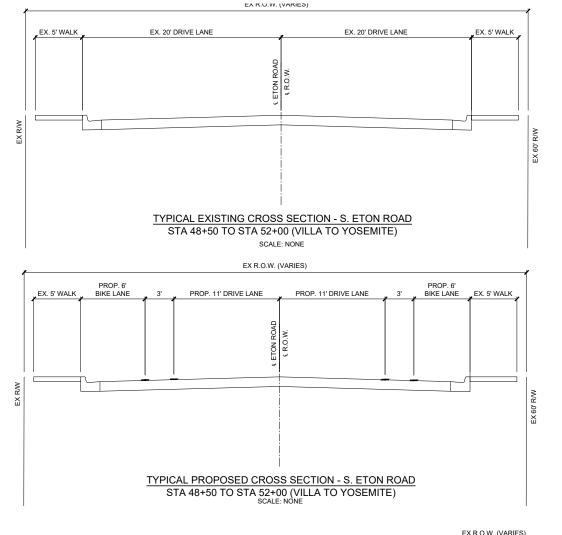


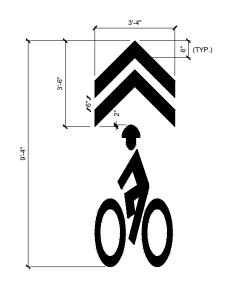








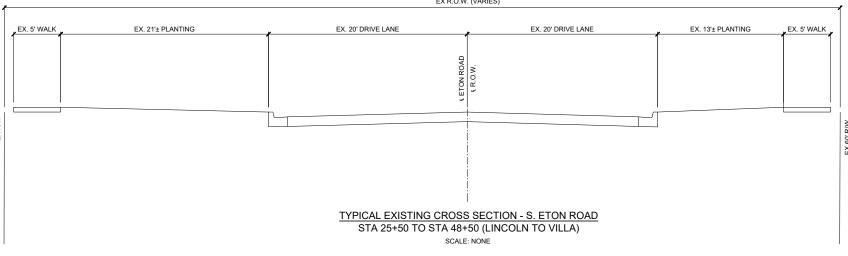


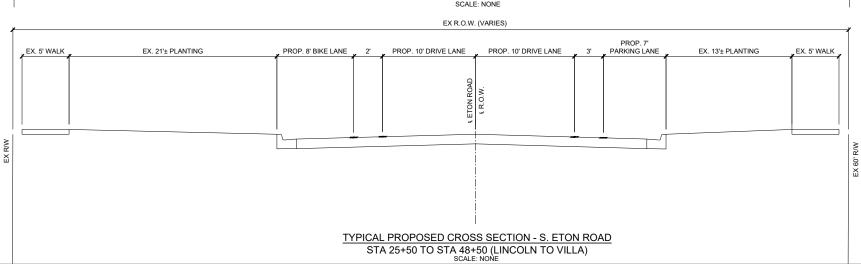


SHARED LANE (SHARROW) MARKING DETAIL

MOOT PAVE - 961-B

NOT TO SCALE





N

- 1. CONTRACTOR TO FIELD VERIFY AND CONFIRM ALL DIMENSIONS AND LOCATION WITH THE ENGINEER.
- 2. ALL SHARED LANE (SHARROW) MARKINGS SHALL BE WATERBORNE AND CONFORM TO MDOT STANDARD DETAIL PAVE-961-B.
- 3. LOCATIONS OF SHARROWS SHALL BE INSTALLED AS SHOWN ON PLANS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 4. INSTALLATION SHALL BE 40 FT FROM THE RADIUS SPRING POINT UNLESS OTHERWISE NOTED. CONTRACTOR SHALL AVOID PLACEMENT IN DRIVE APPROACH, OVER UTILITY STRUCTURE COVERS OR OTHER OBSTRUCTIONS, HOWEVER NO LESS THAN 20 FEET OR NO MORE THAN 50 FEET AS SHOWN ON THE STANDARD DETAIL PAVE-961-B.
- 5. ALL SIGN LOCATIONS SHALL BE 25-50' IN ADVANCE OF ROW LINE AND AVOID CONFLICT OR OBSTRUCTION OF EXISTING REGULATORY SIGNAGE AND MEET ALL MDOT AND MMUTCD SIGNAGE REQUIREMENTS AND STANDARDS. CITY TO PROVIDE GUIDANCE AS NEEDED.

QTY 11,000 4,300	UNIT FT
,	FT
4,300	
	FT
5,000	FT
1,160	FT
260	FT
50	FT
10	FT
90	FT
32	EA
17	EA
1,400	SFT
105	EA
160	EA
200	SFT
380	FT
3,200	FT
2	EA
	1,160 260 50 10 90 32 17 1,400 105 160 200 380 3,200

FLEISEVANDENBRIK PESIGN, BUILD, OPERATE,

27725 Stansbury Blvd, Suite #1 Farmington Hills, MI 483: P: 248.536.00 F: 248.536.00

REVISION:

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN
E ROAD TO 14 MILE ROAD
NOTES AND DETAILS

TON ROAD - MAPLE ROAD TO

DESIGN TEAM
JPR, JJ:
CHECK BY
JMI
DRAWING INFORMATION
823801 Notes - Details 0.

တ်

F&V PROJECT NO. 823801

8

W11-2 (2 PER EACH DOUBLE-SIDED SIGN) (36"x36")



BEACON (R.R.F.B.) SHALL BE CARMANAH MODEL #R920 OR EQUAL. (2 PER EACH DOUBLE-SIDED SIGN)



W16-7PL & W16-7PR PER MMUTCD (1 "LEFT" & 1 "RIGHT" PER EACH DDUBLE-SIDED SIGN) (36"×18")

PEDESTRIAN SIGN W/ R.R.F.B.

(INSTALL AT SIGN POLE LOCATIONS PER PLAN - SEE POLE DETAIL THIS SHEET)

PEDESTRIAN SIGN DETAILS

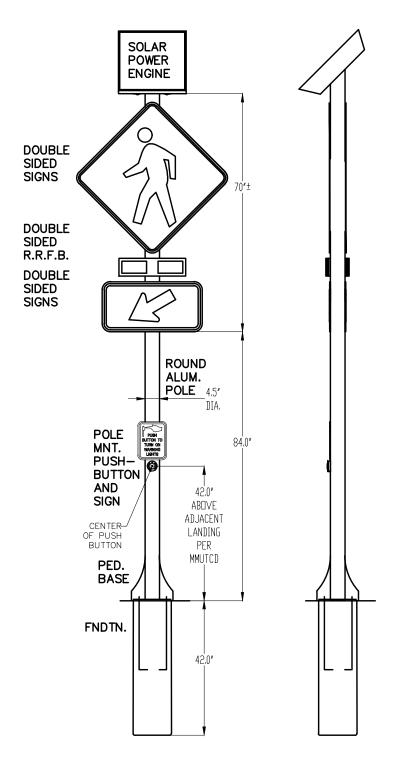
N.T.S.

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

S. ETON ROAD - SIGNING & PAVEMENT MARKING IMPROVEMENT DETAILS

CONTRACT #3-19(P)

S. ETON ROAD, NORTH SIDE OF BOWERS



PEDESTRIAN SIGN W/ R.R.F.B. POLE DETAIL

N.T.S.

PEDESTRIAN SIGNS W/ R.R.F.B. & GENERAL NOTES:

- . PUSH-BUTTONS MUST BE LOCATED IN ACCORDANCE WITH PLAN LOCATIONS, AND CONFORM TO MMUTCD STANDARDS: IDEALLY WITHIN 1.5' TO 6' OF ROAD CURB (DIMENSIONS SHOWN), CLOSEST TO CENTER OF LANDING, 42-INCH HEIGHT ABOVE LANDING AT 10-INCH REACH. ALSO, TIMING OF SIGNAL MUST ACCOUNT FOR DISTANCE OF PUSH BUTTON LOCATIONS ACROSS FULL-WIDTH OF S. ETON ROAD.
- R.R.F.B. SIGNS AND COMPONENTS SHALL MEET F.H.W.A. IA-21 AND MMUTCD REQUIREMENTS. R.R.F.B.'s SHALL BE
 CARMANAH MODEL #920, OR EQUAL. INSTALL PEDESTRIAN CROSSING SYMBOL SIGNS W11-2 AND ARROW SIGNS
 W16-7PL & W16-7PR, BACK-TO-BACK, ALONG WITH SOLAR-POWERED & WRELESS R.R.F.B.'s. PUSHBUTTON AND
 PUSHBUTTON SIGN SHALL BE BULLDOG OR EQUAL.
- 3. ALL PROPOSED MATERIALS SHALL MEET MANUFACTURER AND/OR SUPPLIER RECOMMENDATIONS, AND ULTIMATELY MEET THE APPROVAL OF THE CITY. CONTRACTOR SHALL SUBMIT PROJECT SPECIFIC SHOP DRAWINGS OF THE PEDESTRIAN SIGNS AND R.R.F.B. COMPONENTS TO DESIGN ENGINEER AND CITY ENGINEER FOR REVIEW AND APPROVAL SHOWING ALL REQUIRED DESIGN DETAILS FOR COMPLETE INSTALLATION, INCLUDING BUT NOT LIMITED TO: POLE FOOTING, POLE BASE, POLE DIMENSIONS, PUSH BUTTON ACTUATORS, SIGN DETAILS, COLORS, AND PLACEMENT, CONTROL CABINET, SOLAR PANEL, ETC.
- 4. AN ELECTRICAL/TRAFFIC SIGNAL CONTRACTOR HAVING EXTENSIVE EXPERIENCE INSTALLING TRAFFIC AND PEDESTRIAN SIGNALS AND R.R.F.B.'s IS REQUIRED TO FURNISH AND INSTALL THE PROPOSED SIGNS, R.R.F.B.'s AND RELATED COMPONENTS,, COMPLETE.
- 5. ALL PERMITS AND APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.
- ALL WORK SHALL BE IN CONFORMANCE WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND CITY OF BIRMINGHAM REQUIREMENTS.
- 7. ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL DEVICES, MARKINGS, AND SIGNAGE, SHALL BE IN ACCORDANCE WITH CURRENT MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, OAKLAND COUNTY AND MDOT TRAFFIC TYPICALS AND/OR APPLICABLE STANDARDS. CONTRACTOR MUST MAINTAIN TRAFFIC AT ALL TIMES IN ACCORDANCE WITH SAID STANDARDS. REFER TO MDOT TRAFFIC TYPICALS MOO20a, M0231, AND WZD-125-e FOR TEMPORARY LANE CLOSURES AS PERMITTED BY CITY. IF PERMITTED, TEMPORARY LANE CLOSURES WILL BE SUBJECT TO REDUCED ALLOWABLE WORKING HOURS DETERMINED BY THE CITY AS REQUIRED TO MITIGATE TRAFFIC IMPACTS.
- 8. CONSTRUCTION MATERIAL AND EQUIPMENT STORAGE SHALL OCCUR WITHIN PUBLIC R.O.W. AS AUTHORIZED BY THE CITY ENGINEER.

SCALE DATE DRAWN SHEET N.T.S. 11/26/18 C.D. 9



MEMORANDUM

Engineering Dept.

DATE: August 3, 2018

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: S. Eton Rd. Signing & Pavement Marking Improvements

Contract 11-18(P)

At the meeting of June 4, 2018, the City Commission approved the following motion:

To accept the recommendation of the Multi-Modal Transportation Board, and to direct staff to proceed with the installation of test features that will provide the majority of the transportation improvements being considered in a temporary mode, at a reduced cost, as outlined below:

- 1. Installation of painted bumpouts with lane markers at each intersection, as well as pavement markings to improve each crosswalk in accordance with the recommended plan.
- 2. Installation of sharrows between Maple Rd. and Yosemite Blvd.
- 3. Removal of parking, and installation of buffered, marked bike lanes for northbound and southbound traffic between Yosemite Blvd. and Villa Rd.
- 4. Removal of parking on the west side of the street, to provide room for a marked, buffered, and separated two-way bike lane, as well as white lines demarcating the northbound parking lane between Villa Rd. and Lincoln Ave.
- 5. Installation of double yellow lines and white line to demarcate travel lanes from the southbound parking lane between Lincoln Ave. & 14 Mile Rd.

Since that time, the Engineering Dept. has worked with the City's multi-modal transportation consultant, F&V, to prepare bidding documents encompassing this work. Since the work is considered temporary, waterborne paint will be applied for the large majority of the work. In order to test alternate pavement markings as a part of the trial, two alternate materials that were recently approved in the City's crosswalk pavement markings policy will also be used in selected areas:

- a. At the intersection of S. Eton Rd. and Bradford Rd., the pavement marking material known as HPS-8 will be used for the crosswalk and stop bar areas. (HPS-8 is the material introduced to the market relatively recently. It will be installed on the existing asphalt surface, as is recommended by the manufacturer.)
- b. Art the intersection of S. Eton Rd. and 14 Mile Rd., the pavement marking material known as Polyurea will be used for the crosswalk and stop bar area. (Polyurea is a relatively newer pavement marking material that will be installed on an existing concrete surface, as is recommended by the manufacturer.)

The final engineering drawings are attached for your reference.

As was noted at the June 4 meeting, traffic bike and pedestrian count data was to be collected for the Maple Rd. and S. Eton Rd. intersection for further study of that area. F&V has now collected this data. Recommendations will be presented at a future Multi-Modal Transportation Board meeting and forwarded to the Commission.

On August 3, 2018, the Engineering Department opened bids on the above-referenced project. Only one contractor submitted a bid for this project. A bid summary is attached for your reference.

The low bidder was PK Contracting of Troy, MI with their base bid of \$123,525. The staff estimate for this work when presented to the City Commission was \$75,000. The additional cost reflects the ongoing high demand for these services, as well as uncertainty as to the value of some of the unique items of work included in this contract.

While the Engineering Dept. has never hired PK Contracting as the prime contractor for a contract, we have worked with them many times over the years as a subcontractor. PK Contracting is by far the leader in southeast Michigan relative to the installation of pavement marking for public streets. We are confident that they are qualified to perform satisfactorily on this contract.

It is our intent to work with the contractor to complete this work with minimal disruption to traffic. As is often done with pavement markings, work that is in the direct line of the travel lanes will be completed during low traffic periods to keep disruption to a minimum.

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

It is anticipated that the work will take about three weeks to complete. Completion of the work is required prior to November 14, 2018.

It is recommended that the S. Eton Rd. Signing and Pavement Marking Improvements be awarded to PK Contracting of Troy, MI in the amount of \$123,525.00. All costs will be charged to the Major Street Fund, account number 202-449.001-981.0100. A budget amendment will also be required given that this project was not included in the approved current fiscal year budget.

SUGGESTED RESOLUTION:

To award the S. Eton Rd. Signing and Pavement Marking Improvements, Contract #11-18(P) to PK Contracting, Inc., in the amount of \$123,525.00, to be charged to the Major Street Fund, account number 202-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements. Further, to approve an amendment to the 2018-19 fiscal year budget as follows:

Major Street Fund

Revenues:

Draw from Fund Balance 202-000.000-400.0000 <u>\$123,525</u> Total Revenue Adjustments \$123,525

Expenditures: Other Contractual Service 202-449.001-981.0100 <u>\$123,525</u> Total Expenditure Adjustments \$123,525

CITY OF BIRMINGHAM

S. ETON SIGNING AND PAVEMENT MARKING IMPROVEMENTS CONTRACT # 11-18 (P)

BID SUMMARY

AUGUST 3, 2018 - 2:00 PM

Addendums	5% Bid Security	Base Bid
n/a	Bond	\$ 123,525.00 *
		Security

City of Birmingham

MEMORANDUM

(Department Name)

DATE: January 24, 2019

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Woodward Ave. & 14 Mile Rd. Traffic Signal

Update

INTRODUCTION:

At the meeting of January 14, 2019, staff presented a report requesting the authorization to enter into an agreement with the Michigan Dept. of Transportation (MDOT) relative to an upgrade of the Woodward Ave. and Maple Rd. traffic signal to a mast arm design. This project has been contemplated since 2014, and is now out for bids for construction later this year.

BACKGROUND:

During the discussion of that intersection, the Commission expressed interest in possibly upgrading the traffic signal at Woodward Ave. and 14 Mile Rd. as well. That signal is currently planned for an upgrade to the box span design, at 100% MDOT cost. The contract for this project has been bid, and the successful low bidder has been determined. The contract is currently waiting for completion of some paperwork items, at which time the job will be awarded to the low bidder. It is MDOT policy to not discuss potential changes with the contractor until after the job has been awarded.

The contract engineer at MDOT has indicated that if the change to mast arms is desired, the City will be required to hire a consulting engineer to modify the plans and get them approved by MDOT's traffic signal design department. The original plans were designed by MDOT staff internally. Rowe Engineering has been hired by MDOT to act as construction supervisor for this project. Further, they are pre-qualified by MDOT to act as traffic signal designers on MDOT projects. A cost proposal as discussed in more detail below has been prepared by Rowe per my request.

LEGAL REVIEW:

The attached proposal from Rowe Engineering, just received today, appears to be incomplete since it does not have any terms and conditions attached. If the City Commission directs staff to proceed, terms and conditions between Rowe and the City of Birmingham will have to be agreed upon before proceeding.

FISCAL IMPACT:

The attached proposal from Rowe Engineering is requesting a fee of \$5,800 to revise the plans with a mast arm design. The proposal notes that soil boring will be required as a part of this redesign, which is not a part of this fee. If the Commission requests that we proceed, that work would be hired separately, at a cost not yet determined.

Due to the dynamics of this situation, there are three other cost unknowns for this project.

- 1. Initially, we were assuming that the additional construction cost to modify this intersection to a mast arm design would be about \$80,000, similar to the cost estimated for the Maple Rd. upgrade. In discussing this matter with the MDOT engineer, it was noted that the Maple Rd. design is simpler because the two roads intersect at close to a 90° angle. At 14 Mile Rd., the two roads intersect closer to a 45° angle. The sharp angle makes the signal design more difficult, and may result in longer mast arms, which will then increase the cost further. In order for this change to proceed, the City would have to have the plans modified to reflect mast arms, at which time we would then have to negotiate a price change with the contractor. Any change in price would be at 100% local cost.
- 2. Mast arm traffic signal poles are a specialty item which requires excessive lead times. Presently, it is expected that once this job is awarded, the contractor will then place the order for the Maple Rd. mast arm poles, and they will not be shipped to the job for 35 weeks (over 8 months). The mast arm provision on the Maple Rd. intersection will already delay the completion of this intersection past the completion dates of the other intersections in the project. The design, approval, and cost negotiation process at the 14 Mile Rd. intersection will all have to occur before the materials would be ordered for 14 Mile Rd., which would then require this intersection to be constructed even later than Maple Rd. MDOT staff has indicated that additional site inspections, administration time, etc., required due to the delay in the construction timing would be at 100% local expense. The extent of this cost is unknown at this time.
- 3. In my initial discussion with the Royal Oak City Engineer regarding a cost sharing arrangement for this upgrade, I was told that there is no guarantee, since the funds have not been budgeted. At that time, the cost had been estimated at \$40,000 (based on the original \$80,000 estimate). I have since discussed the other unknowns on the project, including design, contractor markup, inspection, and administration. Since it is truly unclear how much money is being asked for, Royal Oak is not in a position to comment yet in terms of cost participation. They are willing to discuss the matter further as costs become more certain.

SUMMARY:

Due to the timing of this initiative, the City will likely be at a cost disadvantage relative to upgrading the Woodward Ave. and 14 Mile Rd. traffic signal upgrade to a mast arm design. If the City Commission would like further information on the matter, a commitment to proceed with the redesign will be required at this time. Once revised plans are approved by MDOT, and a written proposal has been received from the contractor, we will then begin discussions with Royal Oak relative to a cost sharing agreement. However, since this is an MDOT contract, and they are not interested in extending the time of completion significantly past what was originally envisioned, both the redesign and cost proposal will have to happen quickly (likely within the next four weeks). It is unclear how quickly Royal Oak would be able to respond with a firm commitment to participate in this cost. If they decide not to commit to this expense, then the entire local cost would be the responsibility of the City of Birmingham.

Resolution A below authorizes the funding to hire Rowe Engineering to proceed with the redesign of this traffic signal modernization to incorporate mast arms. Resolution B directs

staff to not proceed with the design, and to notify MDOT staff that modifications to the Woodward Ave. and 14 Mile Rd. traffic signal modernization will not be pursued at this time.

ATTACHMENTS:

- Proposal from Rowe Engineering for traffic signal redesign at the Woodward Ave. & 14
 Mile Rd. intersection.
- Report to the City Commission regarding this matter dated December 26, 2018.
- Suggested agreement with MDOT committing to the City of Birmingham's contribution for the Woodward Ave. & Maple Rd. traffic signal upgrade.
- Recent MDOT plans for both the Maple Rd. and 14 Mile Rd. traffic signal replacements.
- Agenda package on this topic from July 14, 2014 City Commission meeting
- Minutes from the City Commission meeting of July 14, 2014.

SUGGESTED RESOLUTION A:

To authorize the proposal from Rowe Engineering to redesign the previously prepared traffic signal modernization plans at the Woodward Ave. and 14 Mile Rd. intersection to facilitate a mast arm design, at a cost of \$5,800, charged to account number 202-449.001-981.0100. In conjunction with this authorization, staff shall hire a separate engineering firm to obtain needed soil borings for the design. Further, to negotiate with the contractor relative to the additional cost required to make this change, and report back to the City Commission for further direction.

OR

SUGGESTED RESOLUTION B:

To direct staff to notify the Michigan Dept. of Transportation that the Woodward Ave. & 14 Mile Rd. traffic signal modernization should proceed as currently designed.



Large Firm Resources. Personal Attention. sm

January 25, 2019

Mr. Paul O'Meara City of Birmingham Engineering Department 151 Martin Street, Room 223 Birmingham, MI 48009

RE: Traffic Signal Design at Woodward Avenue (M-1) and 14 Mile Road Intersection

Dear Mr. O'Meara:

ROWE Professional Services Company appreciates the opportunity to submit a proposal for the redesign of a traffic signal at the intersection of Woodward Avenue (M-1) and 14 Mile Road from a box span to a mast arm configuration. Attached is Exhibit A, which lists tasks and the associated work to be completed. ROWE proposes to perform the services listed in Exhibit A for a not to exceed fee of \$5,800. This fee does not include any geotechnical investigation or recommendations.

ROWE has completed design of many traffic signal upgrades throughout Michigan for Michigan Department of Transportation and other local municipalities. We have maintained timely and quality service over the years because our client relations are the key to our success as a consultant.

Thank you for the opportunity to provide a proposal for the design engineering services for the traffic signal redesign. If you have any questions related to this proposal, please contact me at our corporate office at (810) 341-7500 or by email at jbauer@rowepsc.com.

Sincerely,

ROWE Professional Services Company

Jill M. Bauer, PE, PTOE Project Manager

Attachment

R:\sdsk\Proj\PROPOSAL\ENGINEER\J. Bauer\City of Birmingham Signal Design.docx

EXHIBIT A

DESIGN ENGINEERING

FOR TRAFFIC SIGNAL REDESIGN AT THE INTERSECTION OF WOODWARD AVENUE (M-1) AND 14 MILE ROAD

SCOPE OF SERVICES/FEES - ROADWAY ENGINEERING

The following items are ROWE Professional Services Company's understanding of the required work items and associated fees for the traffic signal redesign from a box span to a mast arm at the intersection of Woodward Avenue (M-1) and 14 Mile Road.

TASK ONE – Design. This task will include updating plans provided by the Michigan Department of Transportation (MDOT), from a box span configuration to a mast arm configuration for submittal to the City of Birmingham and MDOT. ROWE will conduct a review meeting with the City of Birmingham and MDOT, and then prepare final plans for issue to the Contractor. Any necessary special provisions, a construction cost opinion, and other construction document related items will be included. Representatives of the project team will coordinate and facilitate the plan review meeting.

Task One Fee = \$5,800

TOTAL -DESIGN ENGINEERING FEE = \$5,800



MEMORANDUM

Engineering Dept.

DATE: December 26, 2018

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Woodward Ave. & Maple Rd. Traffic Signal Replacement

Mast Arm Style Upgrade

INTRODUCTION:

The Michigan Dept. of Transportation (MDOT) is currently finalizing plans to replace traffic signals at seven state trunkline intersections, most of which are on Woodward Ave., and two of those being in the City of Birmingham. Traffic signal replacement is planned at the Maple Rd. and 14 Mile Rd intersections. The work is planned for the 2019 construction season.

BACKGROUND:

Traffic signal work at the two noted Woodward Ave. intersections was originally budgeted by MDOT for completion during the 2015 construction season. At the July 14, 2014 City Commission meeting, the Engineering Dept. presented a suggested Mast Arm Traffic Signal Master Plan. It was noted that five downtown Birmingham intersections had been modernized since 1996 with mast arm style traffic signals. Further, five additional intersections were nearing the end of their service lives, and were planned for replacement relatively soon. (As you know, three of those five have now been replaced, making all intersections on the Old Woodward Ave. corridor matching in this regard. Further, the remaining intersections on the Maple Rd. corridor (within the Central Business District) are now planned for replacement in 2020 with the mast arm style.)

At that time, it was suggested that the Woodward Ave. & Maple Rd. intersection would be a possible candidate for replacement using the mast arm style in order to better connect this intersection visually with the Central Business District. Additionally, it would be in accordance with the Woodward Ave. Action Committee's Master Plan, which also recommended that this intersection be modernized using the mast arm signal style (along with many other intersections along the Woodward Ave. corridor).

MDOT has budgeted the funds to complete the replacement of the traffic signals at both intersections. If standard "span wire" signals are installed, no local funds are required. MDOT has indicated that if a mast arm style signal is desired at any location, the difference in cost from a span wire to a mast arm installation would be 100% the responsibility of the local jurisdiction, in this case, the City of Birmingham. At that time, it was suggested that the additional cost would be in the range of \$80,000 to \$120,000.

At the meeting of July 14, 2014, the City Commission was not prepared to make a commitment relative to a long term master plan. However, they were in agreement that

the traffic signal at Woodward Ave. and Maple Rd. should be upgraded using the mast arm traffic signal design used in Birmingham. The resolution passed at that time was as follows:

To direct staff to notify the MI Dept. of Transportation relative to the City's desire to install a mast arm signal at the intersection of Woodward Ave. and Maple Rd. in conjunction with MDOT's upcoming signal modernization, and to budget for the work accordingly in the fiscal year 2015/16 budget.

Subsequent to this action, MDOT determined that the funds that had been budgeted for this work were needed elsewhere, and the entire project was postponed. More recently, MDOT staff has notified us that the project that included this work has been budgeted for the current year, and that they will be soliciting bids from contractors to complete the work in 2019. Now that the intersection has been final designed, MDOT has estimated the total cost due from the City of Birmingham to be \$79,900. The City is being asked to sign the attached agreement committing to the expenditure, with an initial deposit of \$32,000 being due before construction begins.

Revised plans are enclosed to this package for your review. The Engineering Dept. has reviewed the plans to confirm that the mast arms that would be installed at this intersection would match the style and color of the other intersections previously constructed in the downtown area. Also attached are the plans for the traffic signal replacement at Woodward Ave. and 14 Mile Rd. Given that this location is some distance from the Central Business District, and is in fact on the City's border with Royal Oak, and given that 14 Mile Rd. was not designated as a high priority intersection by the Woodward Ave. Action Association, that signal will be replaced using the more typical "span wire" method.

Finally, it is noted that when MDOT resurfaced the Birmingham segment of Woodward Ave. in 2018, the handicap ramp upgrades conducted at each intersection were not carried out at these two intersections. The funding for the ADA work at these intersections was already allotted in this traffic signal contract, and the ramp upgrades will be completed in 2019. While the plans direct the contractor through notes to extend the length of the existing 24 inch crosswalk bars an additional 2 feet, so as to confirm with the other crosswalk markings on this corridor, the plans are somewhat misleading. I am currently working with MDOT staff to try to remove these inconsistencies.

LEGAL REVIEW:

The agreement as presented has been reviewed and approved by the City Attorney's office.

FISCAL IMPACT:

Since this work was originally planned for the 2015/16 budget, and the work was postponed by MDOT, it was not clear to City staff when this work would be completed. The funds were not included in the current budget. In order to proceed, a transfer from the General Fund to the Major Street Fund will be required to accommodate this request. A budget transfer is included in the suggested resolution below.

SUMMARY

In accordance with the direction of the City Commission meeting of July 14, 2014, it is recommended that the City Commission authorize the Mayor and Clerk to sign the attached agreement with the Michigan Dept. of Transportation requesting a financial contribution in the amount of \$79,900 in order to upgrade the Woodward Ave. & Maple Rd. traffic signal to mast arm style as a part of MDOT's plans to replace this traffic signal.

ATTACHMENTS:

- Suggested agreement with MDOT committing to the City of Birmingham's contribution for the Woodward Ave. & Maple Rd. traffic signal upgrade.
- Recent MDOT plans for both the Maple Rd. and 14 Mile Rd. traffic signal replacements.
- Agenda package on this topic from July 14, 2014 City Commission meeting
- Minutes from the City Commission meeting of July 14, 2014.

SUGGESTED RESOLUTION:

To approve the agreement with the Michigan Dept. of Transportation, committing to the expenditure of \$79,900 to cover the cost differential of upgrading the traffic signal at Woodward Ave. & Maple Rd. to match the mast arm design currently used elsewhere within the Central Business District. Funding will be charged to the Major Street Fund, account number 202-449.001-981.0100.

Further; to approve the appropriation and amendment to the 2018-2019 General Fund and Major Street Fund budgets as follows:

General	Fund
Revenue	es:

Draw from Fund Balance

101-000.000-400.0000 \$79,900 Total Revenue \$79,900

Expenditures:

Transfers Out – Major Street Fund

101-999.000-999.0202 <u>\$79,900</u>
Total Expenditures <u>\$79,900</u>

Major Street Fund

Revenues:

Transfers from Other Funds – General Fund

202-000.000-699.0101 \$79,900 Total Revenue \$79,900

Expenditures:

Construction – Public Improvements

202.449.001-981.0100 <u>\$79,900</u> Total Expenditures <u>\$79,900</u> SPECIAL TRUNKLINE NON-ACT-51 ADDED WORK DA
Control Section STG 63051
Job Number 118285
Fed Project # 1900(106)
Contract 18-5273

WITNESSETH:

WHEREAS, the DEPARTMENT is planning traffic signal improvement work at the intersection of Highway M-1 (Woodward Avenue) and Maple Road; and

WHEREAS, the CITY has requested additional work in connection with the Highway M-1 (Woodward Avenue) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Traffic signal mast arm installation and signal painting work at the intersection of Highway M-1 (Woodward Avenue) and Maple Road including work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$79,900; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and

construction engineering (CE), and any and all other expenses in connection with any of the above.

Preliminary engineering and construction engineering are excluded from the PROJECT COST as defined herein.

- 2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.
- 3. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PROJECT COST - \$79,900

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

5. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number ________", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

The CITY will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - \$32,000

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within ten (10) days after receipt of bill.

- 6. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.
- 7. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the CITY and the DEPARTMENT in accordance with standard practice.
- 8. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

10. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF BIRMINGHAM	MICHIGAN DEPARTMENT OF TRANSPORTATION
By Title:	By
By Title:	

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. <u>Compliance with Regulations</u>: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
- 2. <u>Nondiscrimination</u>: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment:
 All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. <u>Incorporation of Provisions</u>: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the States. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as Upon notification to the a violation of this agreement. recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION.

M-1 (WOODWARD) AT SYLVAN & OAKLAND

M-1 (WOODWARD) AT MAPLE RD (15 MILE RD)

US-24(TELEGRAPH RD) AT US-24BR (SQUARE LAKE RD)

M-1 (WOODWARD), -75BL, US-24BR AT US-24BL, I-75BL (SQUARE LAKE RD)

M-1 (WOODWARD) AT COOLIDGE RD

M-1 (WOODWARD) AT 13 MILE ROAD

M-1 (WOODWARD) AT 14 MILE RD

CS SPOT

63051-01-008

63051-01-016

63051-01-025

63051-01-017

63051-01-021

63052-01-001

63111-01-001

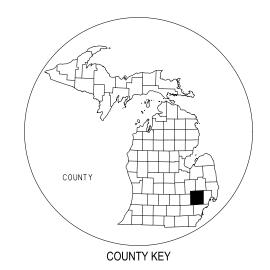
LOCATION

PHYSICAL ROAD NUMBER (PR#) & MILEPOST (MP) DATA ARE FROM MICHIGAN GEOGRAPHIC FRAMEWORK VERSION # 17.

MICHIGAN DEPARTMENT OF TRANSPORTATION

ROUTE: M-1, US-24, US24BR, I-75BL
CITIES OF BIRMINGHAM, PLEASANT RIDGE, & ROYAL OAK
BLOOMFIEL TOWNSHIP
OAKLAND COUNTY

SECTION	CONTROL SEC	<u>JOB_NO.</u>
1 - ROAD	63051	118285A
	(63052 & 63111)	





	APPROVALS	
RECOMMENDED	FOR APPROVAL BY:	
	ERIK SMALLEY, P.E PROJECT MANAGER	DATE
	LORI SWANSON, P.E CONSTRUCTION ENGINEER	DATE
	MICHIGAN	
D	EPARTMENT OF TRANSPORTATION	N
	KIRK T. STEUDLE, P.E DIRECTOR	

MILES:
CONTRACT FOR:
TRAFFIC SIGNAL MODERNIZATION & SIDEWALK RAMP IMPROVEMENT

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)

NO. DATE AUTH DESCRIPTION NO. DATE AUTH DESCRIPTION

Michigan Department of Transportation

COUNTY

OAKLAND

OAKLAND

OAKLAND

OAKLAND

OAKLAND

OAKLAND

PLEASANT RIDGE

ROYAL OAK/BIRMINGHAM OAKLAND

ROYAL OAK

ROYAL OAK

BIRMINGHAM

BLOOMFIELD TWP

BLOOMINFIELD TWP

NO SCALE

	DATE: 11/16/18	CS: 63051
	DESIGN UNIT: SIGNALS	JN: 118285A
FILE: 118285 TITLE SHEET PDF	TSC: OAKLAND	

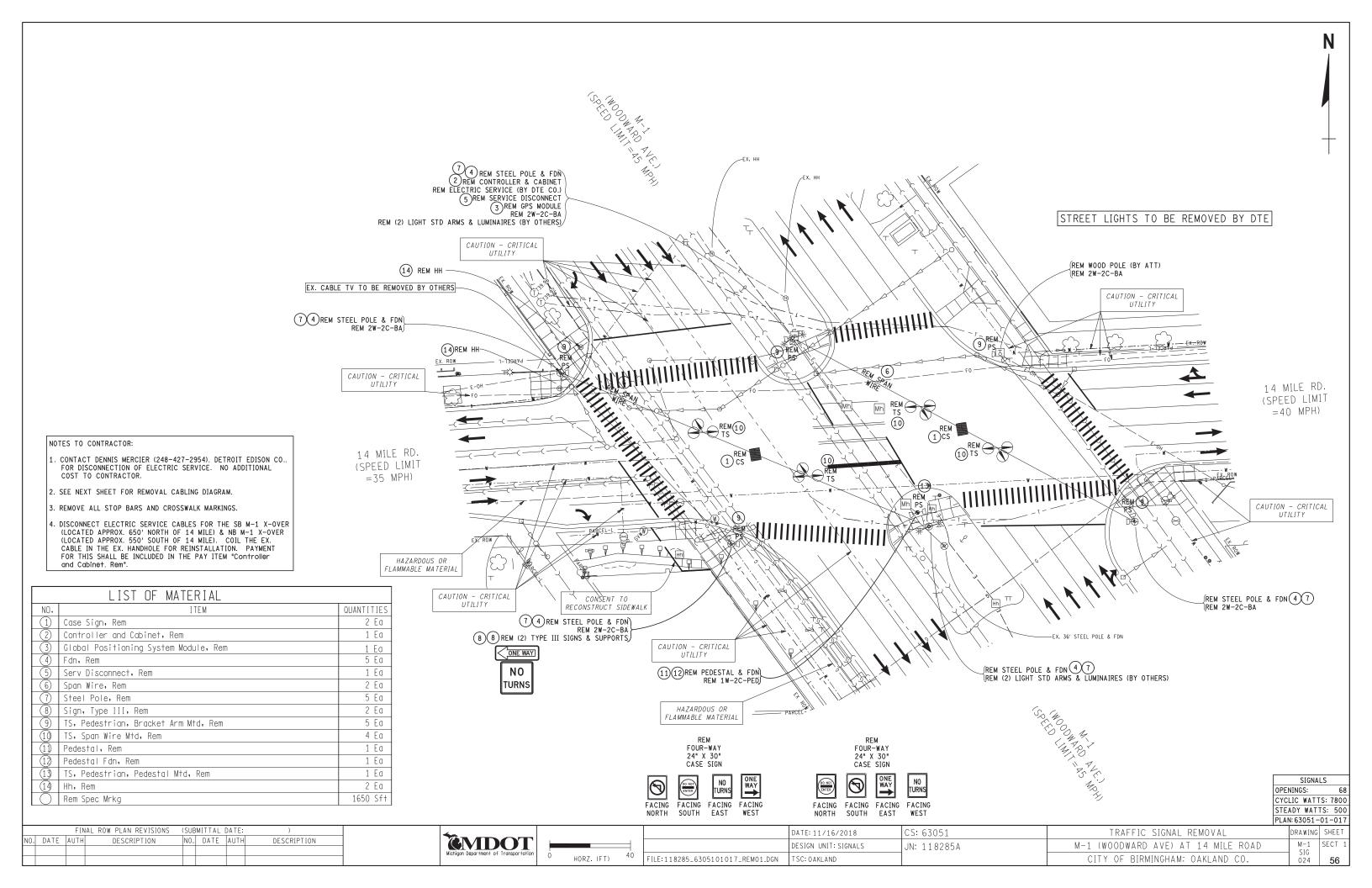
VARIOUS LOCATION

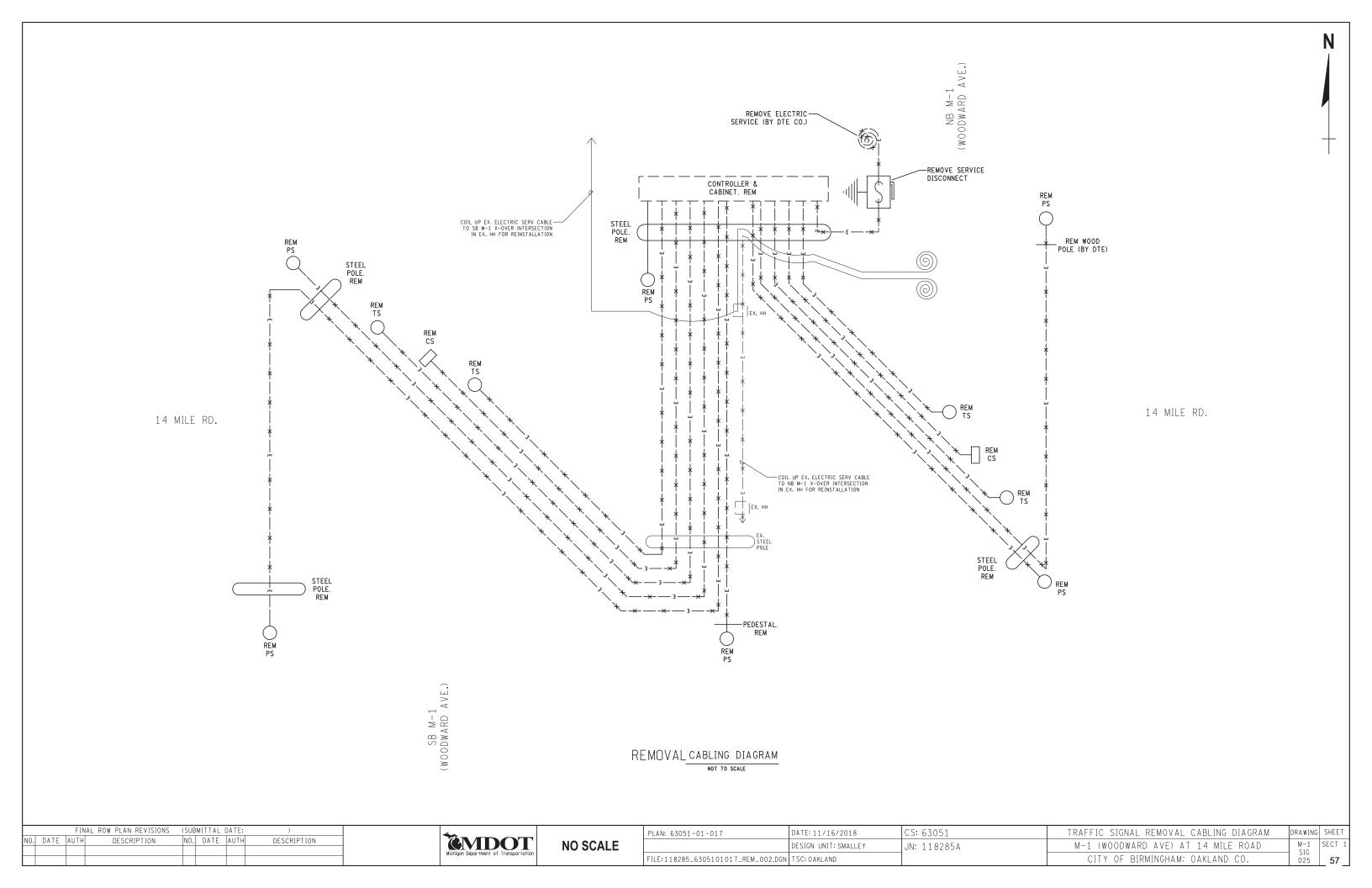
OAKLAND COUNTY

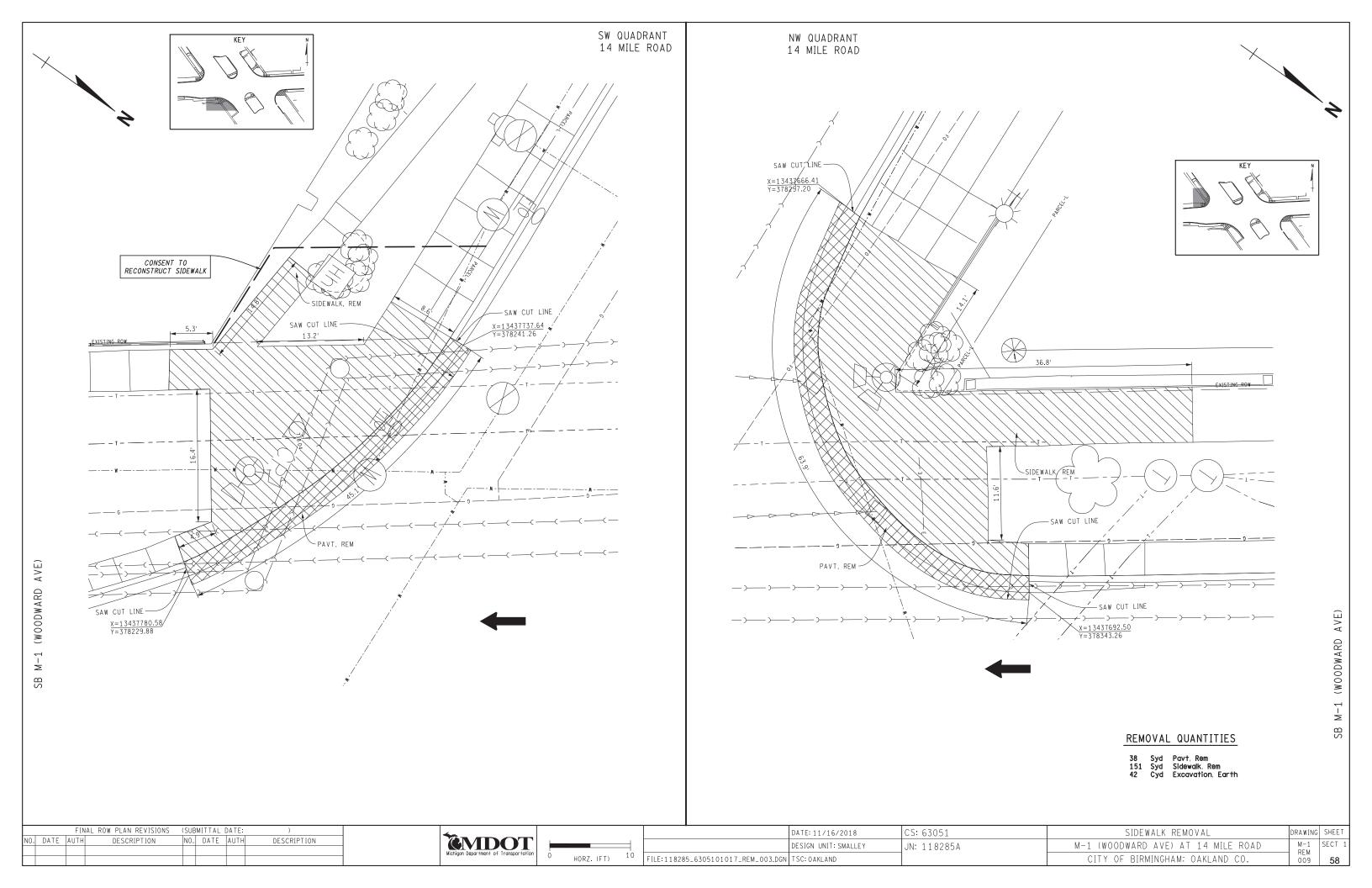
DRAWING SHEET

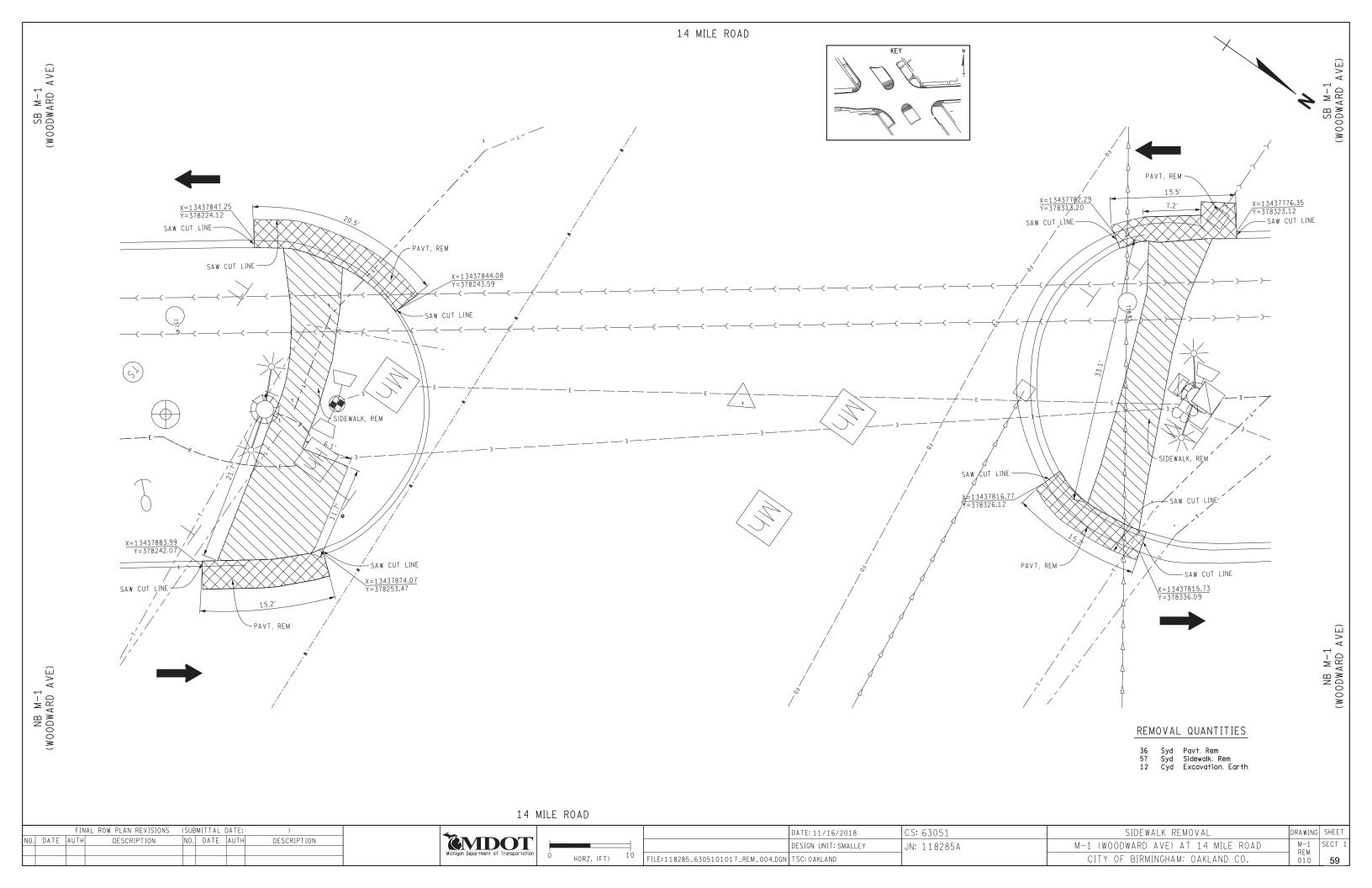
SECT 1

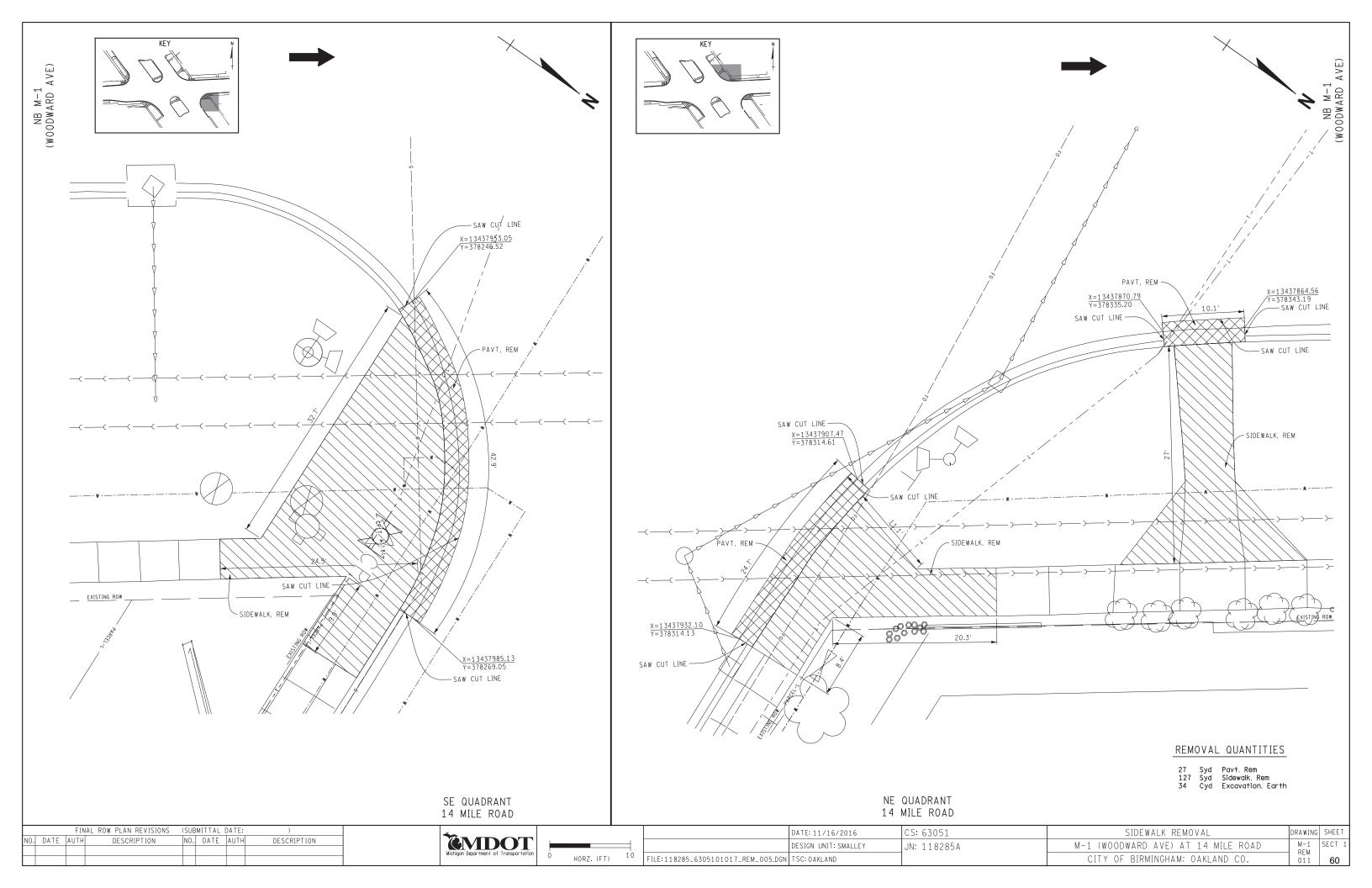
1

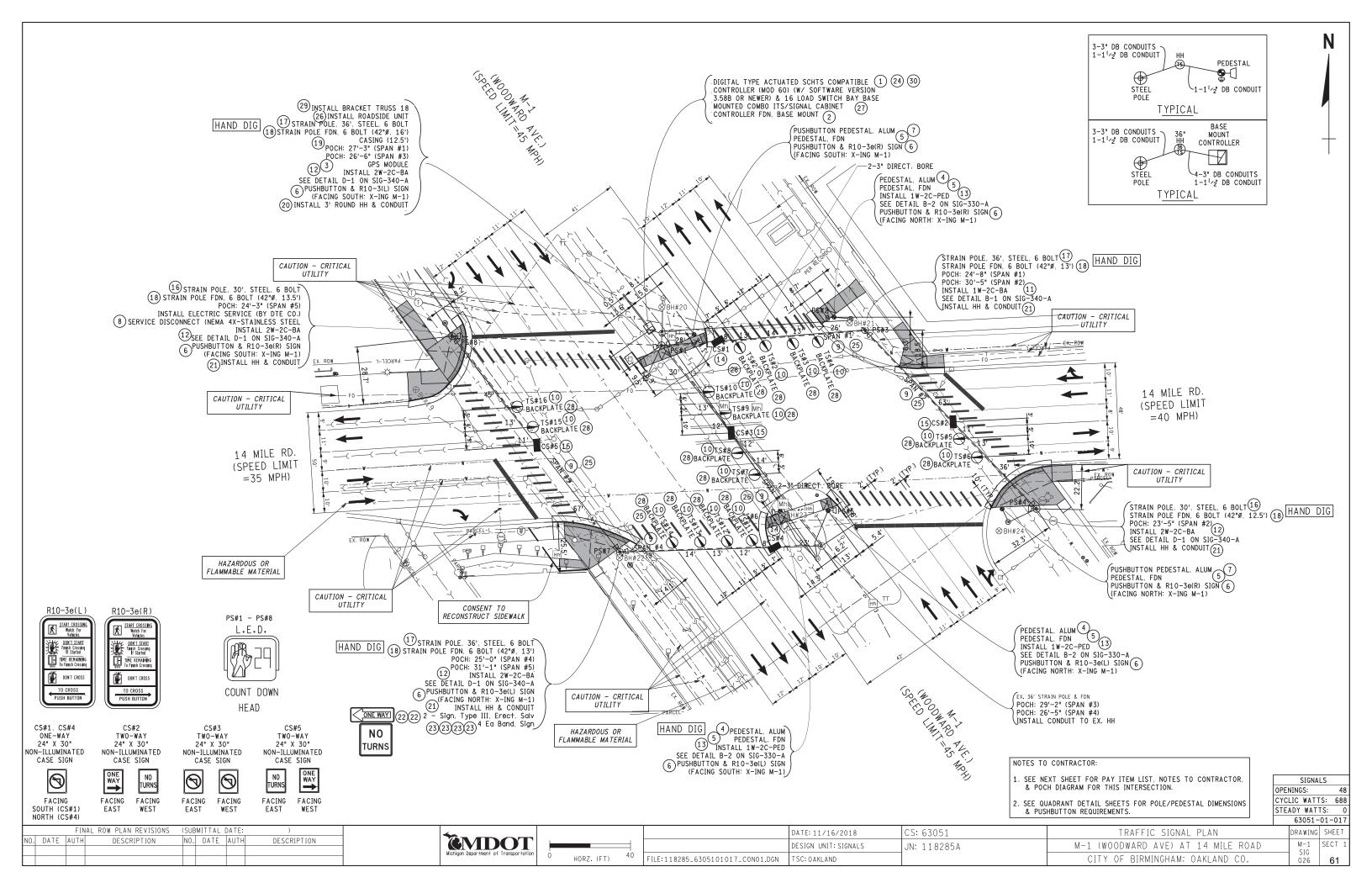








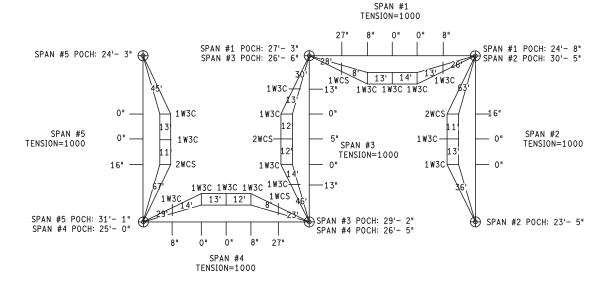




THE PAY ITEMS SHOWN HERE CORRESPOND TO THE ITEMS INSTALLED ON THE PREVIOUS SHEET:

LIST OF MATERIAL							
NO.	ITEM	QUANTITIES					
1	Controller and Cabinet, Digital Type	1 Ea					
2	Controller Fdn, Base Mount	1 Ea					
3	Global Positioning System Module	1 Ea					
4	Pedestal, Alum	3 Ea					
(5)	Pedestal, Fdn	5 Ea					
6	Pushbutton and Sign	8 Ea					
7	Pushbutton Pedestal, Alum	2 Ea					
8	Serv Disconnect	1 Ea					
9	Span Wire	5 Ea					
10	TS, One Way Span Wire Mtd (LED)	16 Ea					
11)	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	1 Ea					
12	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	4 Ea					
13	TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	3 Ea					
14)	Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated	2 Ea					
15	Case Sign, Two Way, 24 inch by 30 inch, Non-Illuminated	3 Ea					
16	Strain Pole, Steel, 6 bolt, 30 foot	2 Ea					
1	Strain Pole, Steel, 6 bolt, 36 foot	3 Ea					
18	Strain Pole Fdn, 6 Bolt	68 F†					
19	Casing	13 F†					
20	Hh, Round, 3 foot Dia.	1 Ea					
21)	Hh, Round	4 Ea					
22	Sign, Type III, Erect, Salv	2 Ea					
23	Band, Sign	4 Ea					
24)	TS, Managed Field Ethernet Switch, Layer 2, Copper	1 Ea					
25	Span Wire Tether	5 Ea					
26	Bracket, Truss, With 18 Foot Arm	1 Ea					
2	Cellular Modem, TS, 4G	1 Ea					
28	Backplate, TS	16 Ea					
29	Roadside Unit, Intersection	1 Ea					
(30)	Managed Field Ethernet Switch, Fiber Capable	1 Ea					
	Conduit, DB, 1, 1 1/2 inch	165 F†					
	Conduit, DB, 3, 3 inch	55 F†					
	Conduit, DB, 4, 3 inch	10 F†					
	Conduit, Directional Bore, 2, 3 inch	240 F†					
	Cable, Sec, 600V, 1, 3/C#6	180 F†					
	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	210 F†					
	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	1700 F†					

BOX SPAN CALCULATIONS NOT TO SCALE



NOTES TO CONTRACTOR:

 CONTACT FOWZIA HAJI ABDI (248-483-5167), MDOT SOILS ENGINEER, FOR INSPECTION OF DRILLED SHAFTS 48 HOURS PRIOR TO THE DRILLING OPERATION.

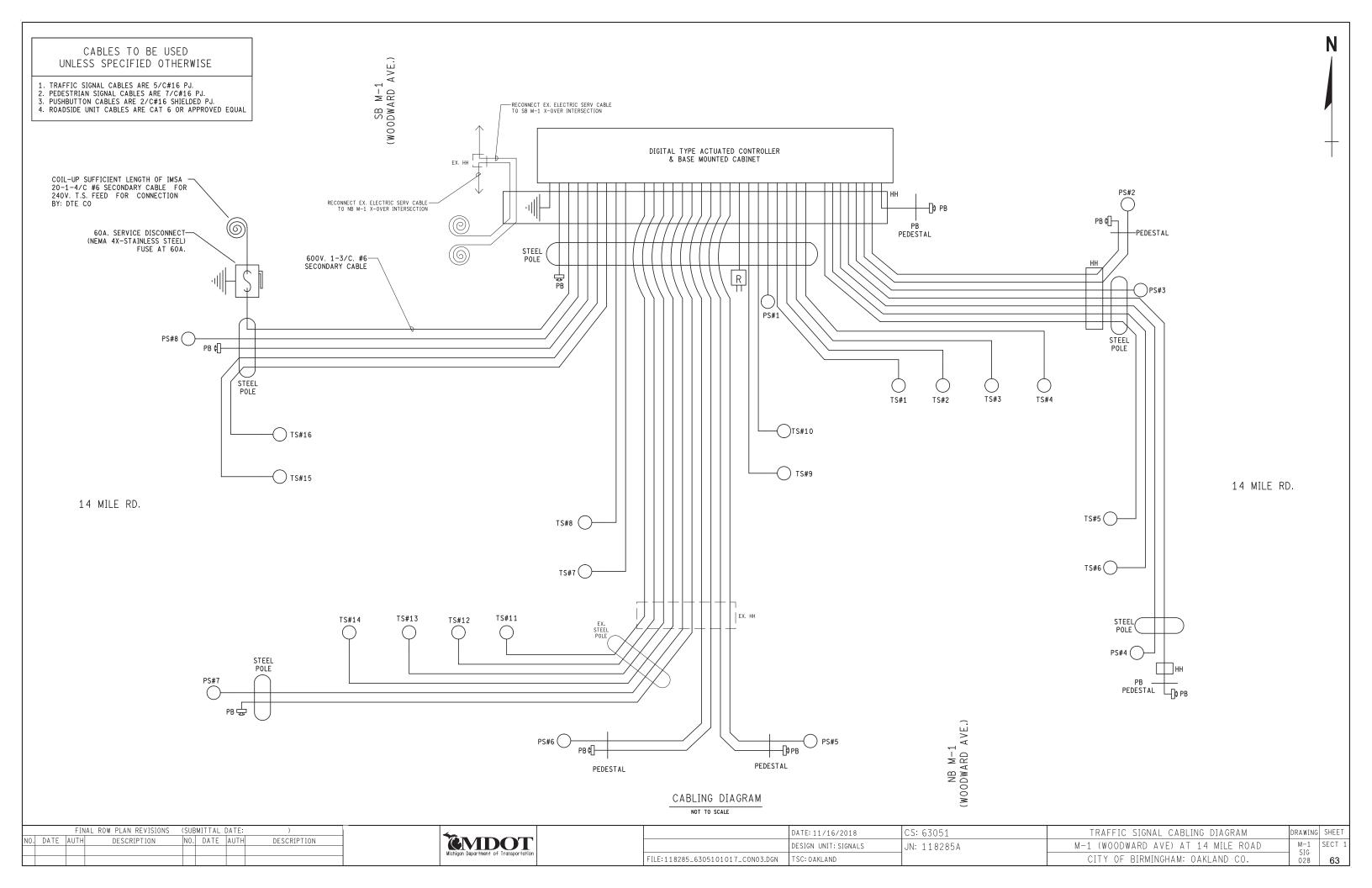
ALL SPANS ARE BOTTOM TETHERED

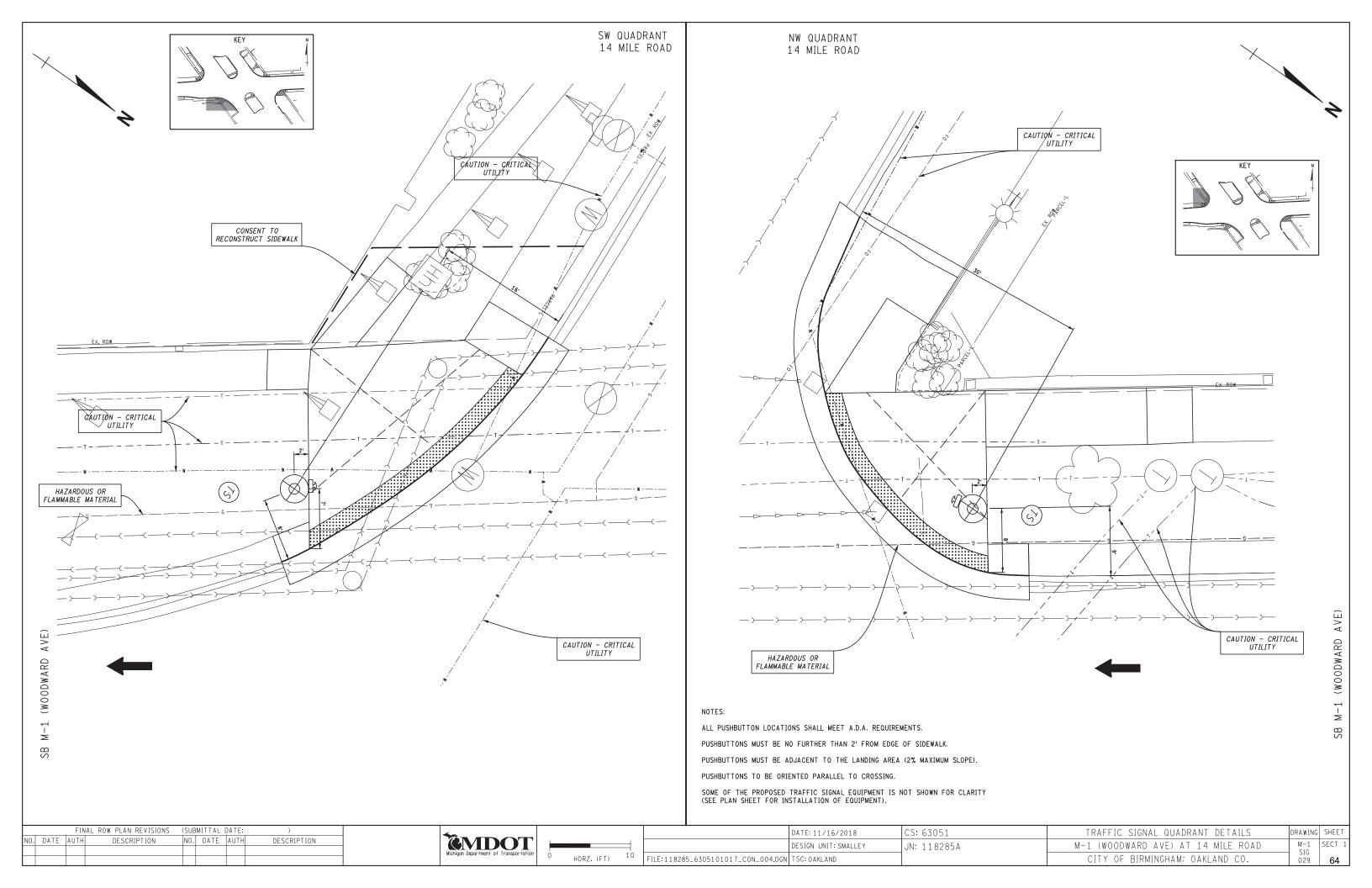
- 2. FOR ELECTRICAL SERVICE INSPECTION CONTACT THE MICHIGAN DEPARMENT OF LICENSING & REGULATORY AFFAIRS AT 248-496-0916. COST TO CONTRACTOR WILL BE INCIDENTAL.
- 3. CONTACT DENNIS MERCIER (248-427-2954), DETROIT EDISON CO., FOR RECONNECTION OF ELECTRIC SERVICE. NO ADDITIONAL COST TO CONTRACTOR.
- 4. INSTALL NEW SPECIAL EMPHASIS CROSSWALK (10' LONG, 24" WIDE, 24" SPACING) & STOP BAR PAVEMENT MARKINGS AS SHOWN IN THE PLAN.
- 5. ALL TRAFFIC SIGNAL CONTROLLER CABINETS USED ON THIS PROJECT SHALL MEET THE TRAFFIC SIGNAL NEMA 4R CABINET REQUIREMENTS FOR I.T.S. APPLICATIONS AS SHOWN IN MDOT TRAFFIC SIGNAL SPECIAL DETAIL SIG-110-A.
- 6. THE EX. ELECTRIC SERVICE CABLE FOR THE SB M-1 X-OVER (LOCATED APPROX. 650' NORTH OF 14 MILE) & THE NB M-1 X-OVER (LOCATED APPROX. 550' SOUTH OF 14 MILE) SHALL BE REINSTALLED. PAYMENT FOR THIS SHALL BE INCLUDED IN THE PAY ITEM "Controller and Cabinet, Digital Type".
- 7. 24" WIDE BY 10' LONG CROSSWALK MARKINGS SHALL BE PAID FOR BY PLACING (2)
 ADJACENT STRIPS OF 12" WIDE CROSSWALK (20' TOTAL) FROM PAY ITEM
 "Pav+ Mrkg, Polyurea, 12 inch, Crosswalk"

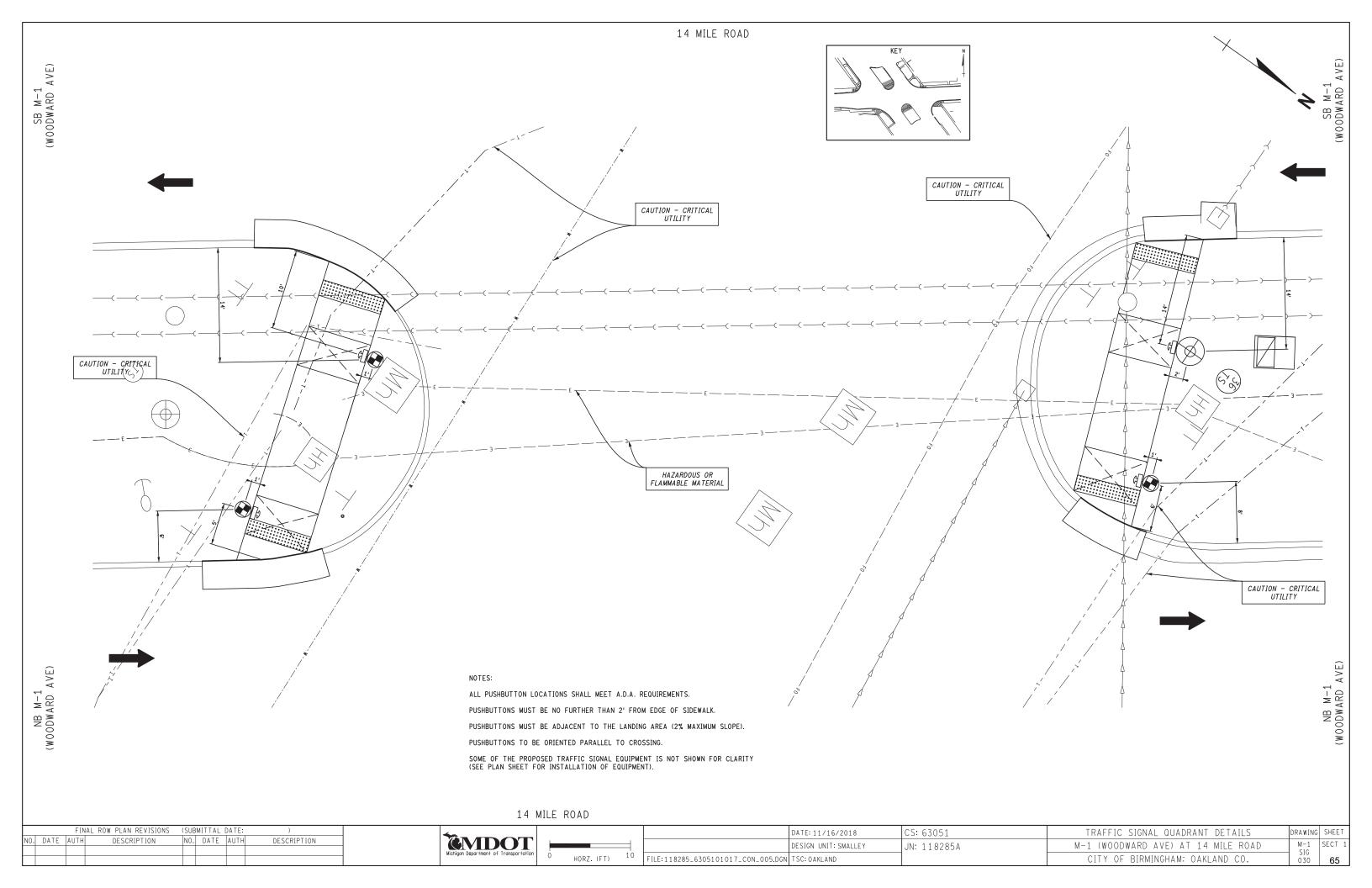
	•	FIN	NAL ROW PLAN REVISIONS	(SUB	MITTAL [DATE:)
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION

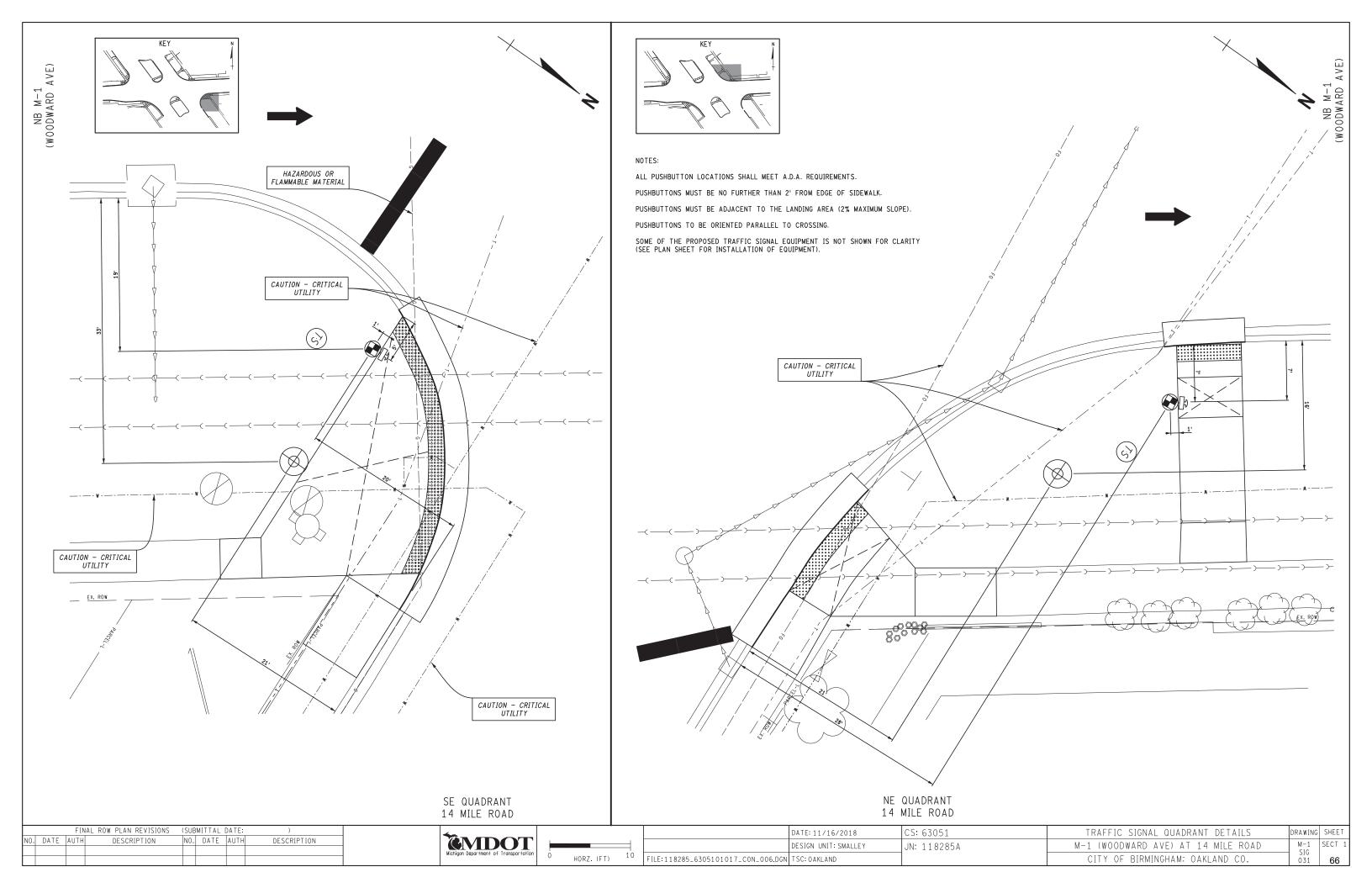


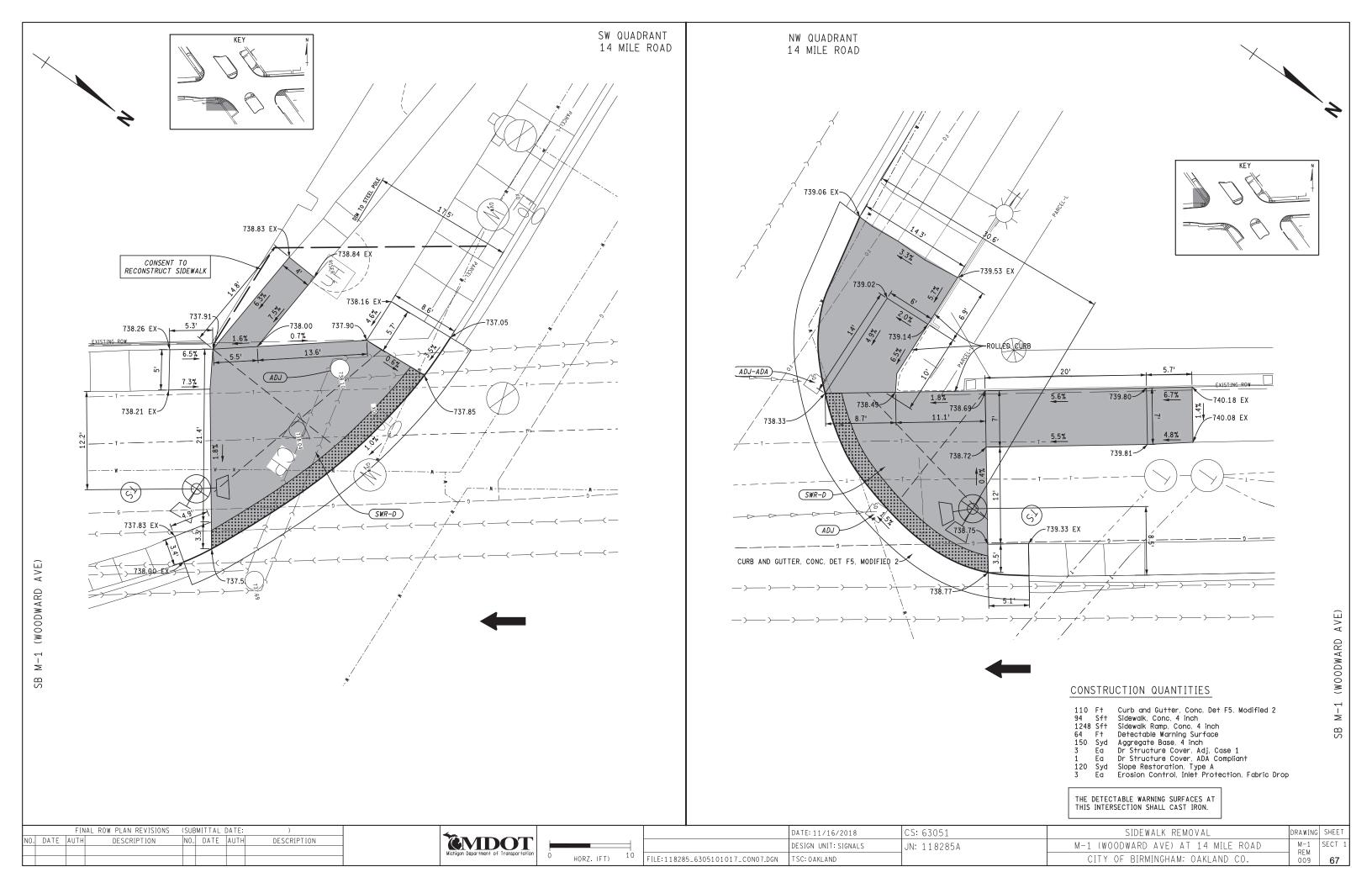
	DATE: 11/16/2018	CS: 63051	TRAFFIC SIGNAL PLAN	DRAWING	SHEET
	DESIGN UNIT: SIGNALS	JN: 118285A	M-1 (WOODWARD AVE) AT 14 MILE ROAD		SECT 1
FILE:118285_6305101017_C0N02.DGN	TSC: OAKLAND		CITY OF BIRMINGHAM; OAKLAND CO.	SIG 027	62

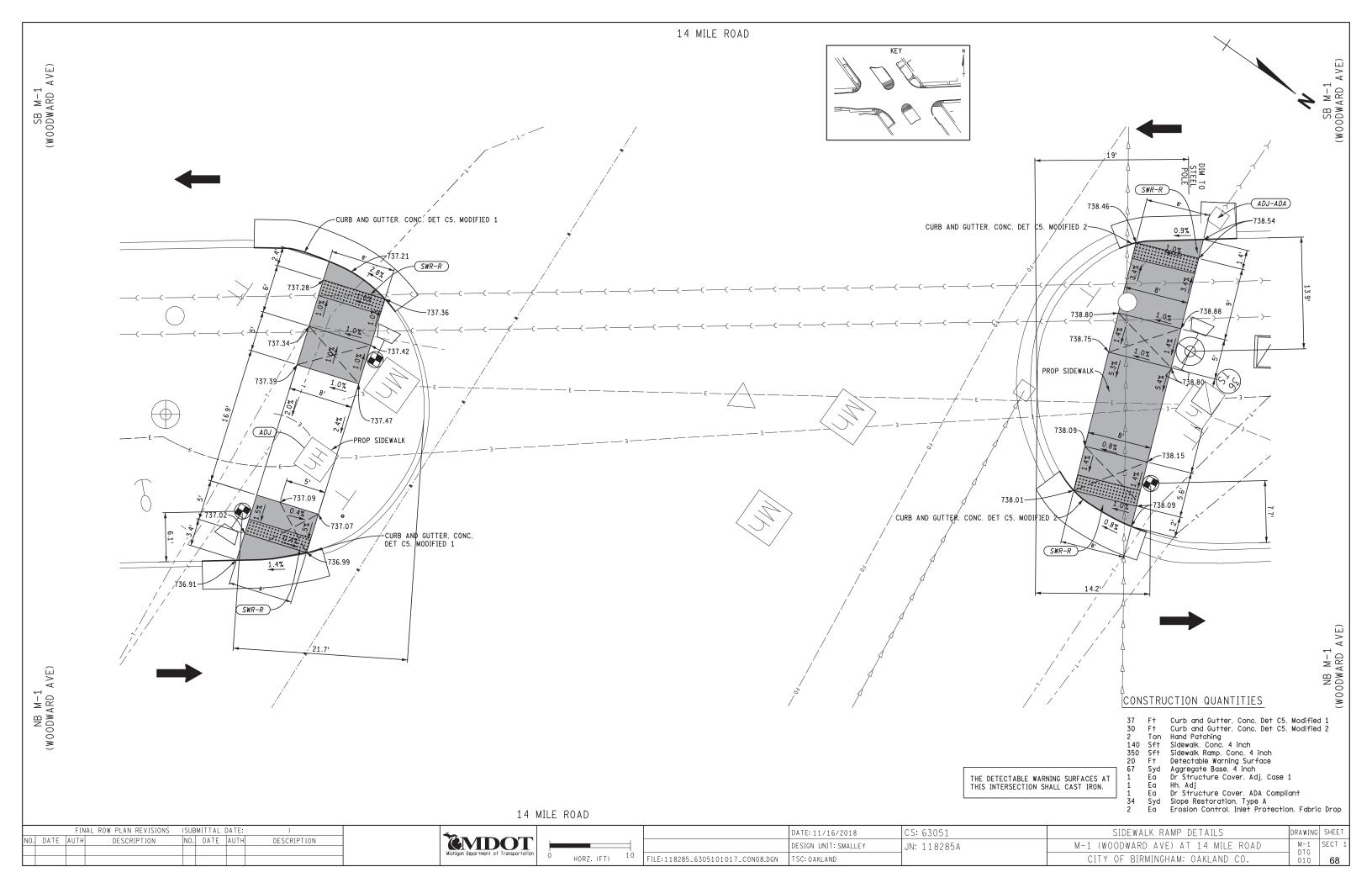


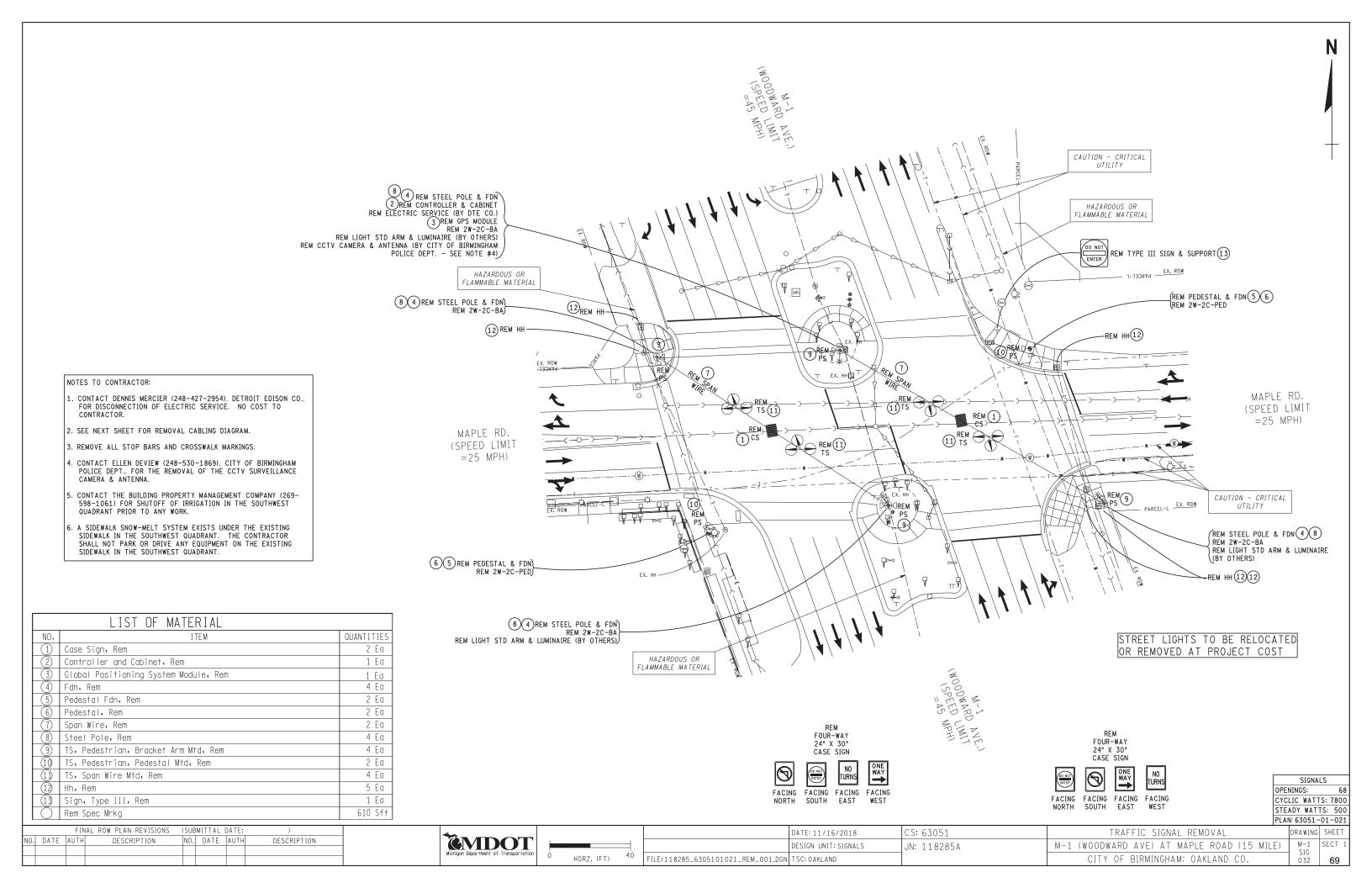


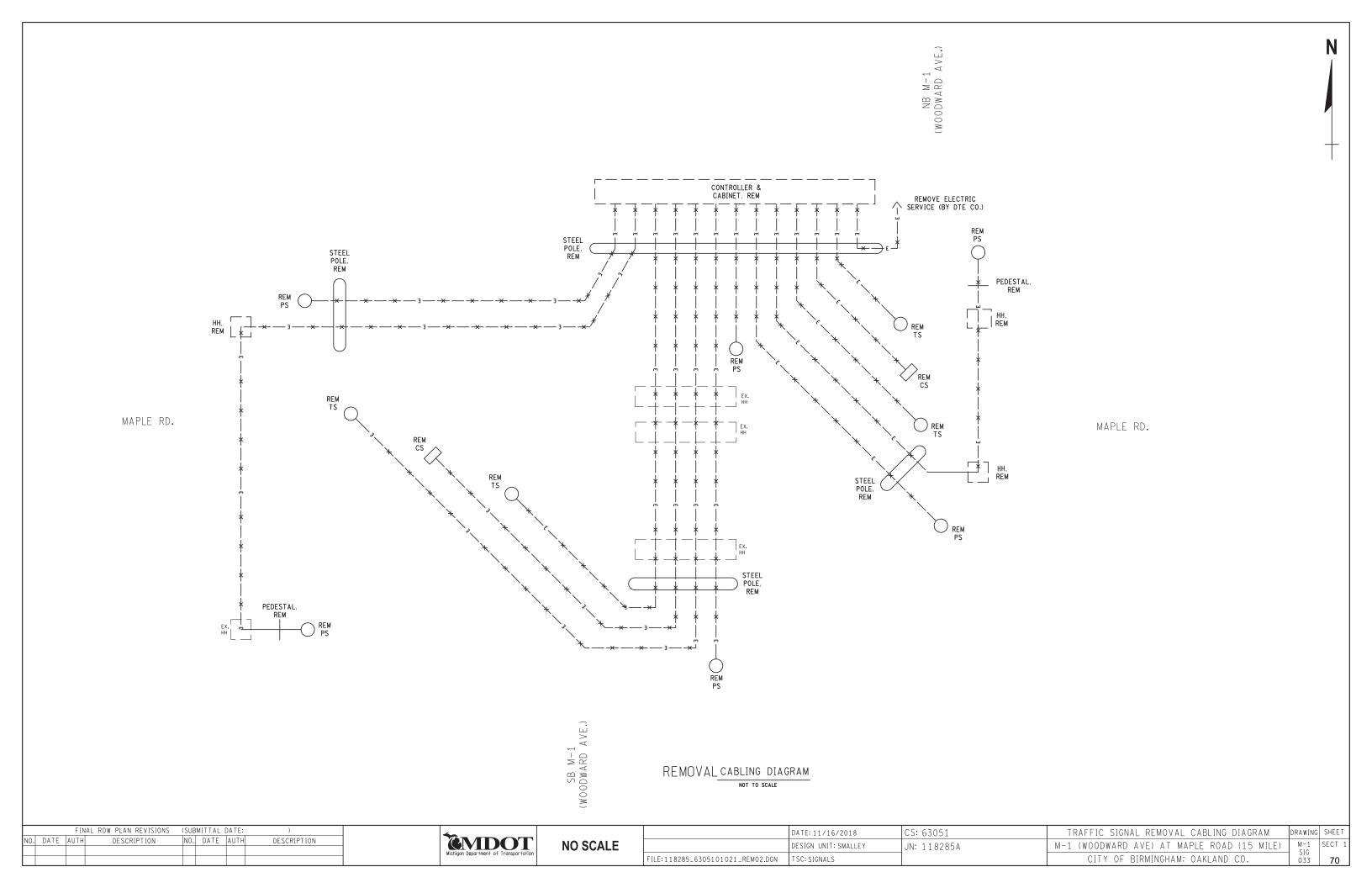


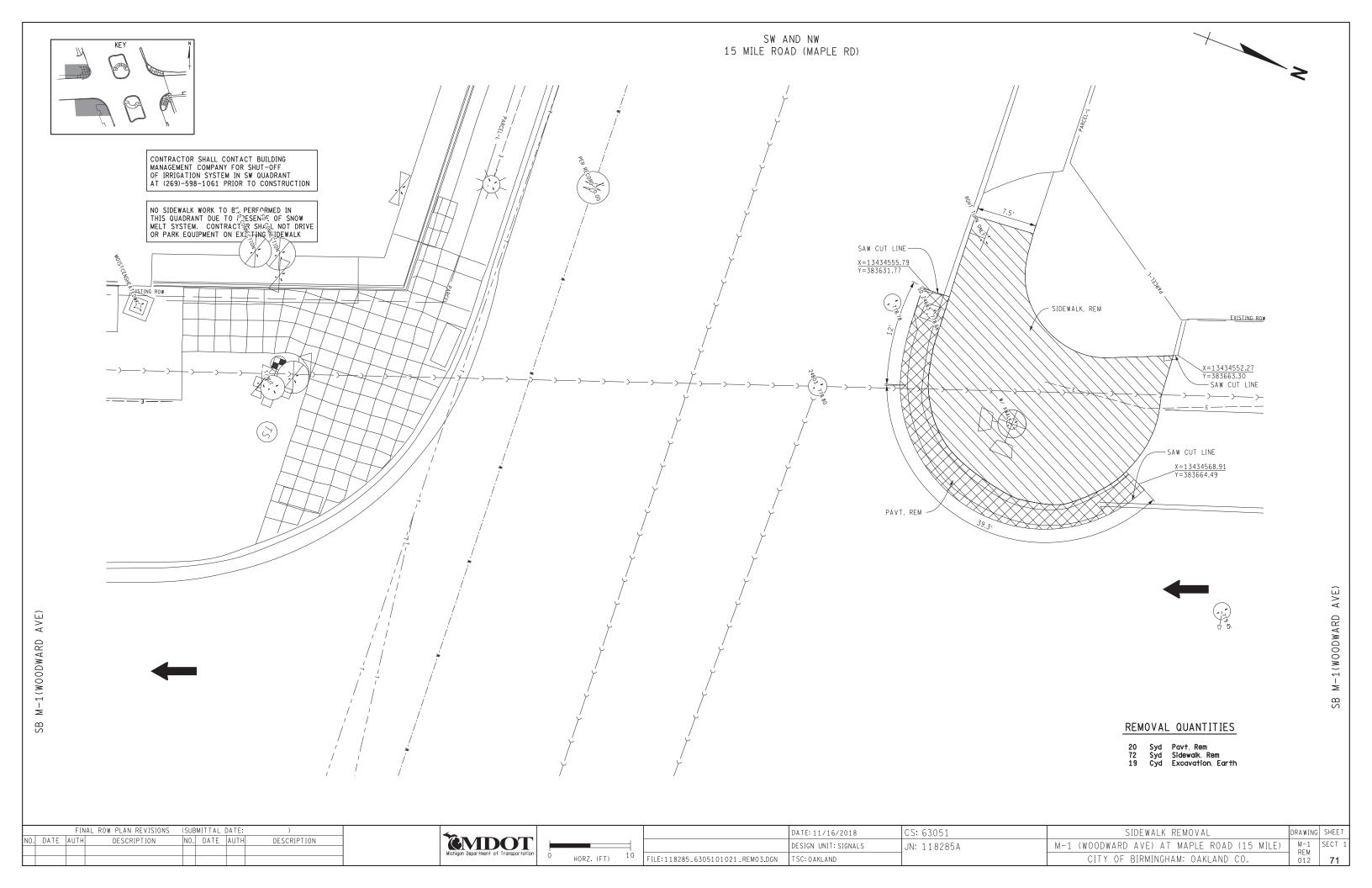


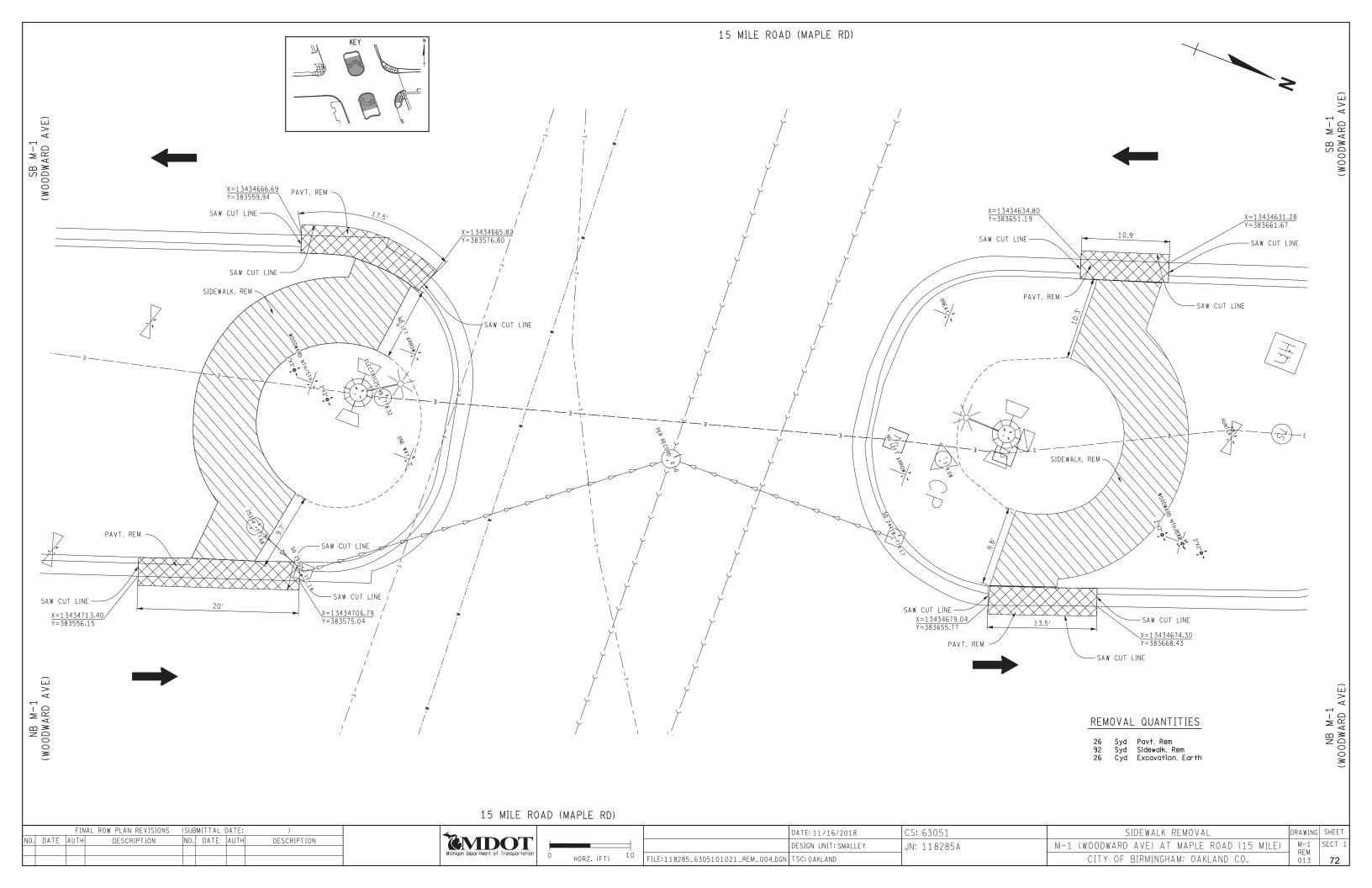


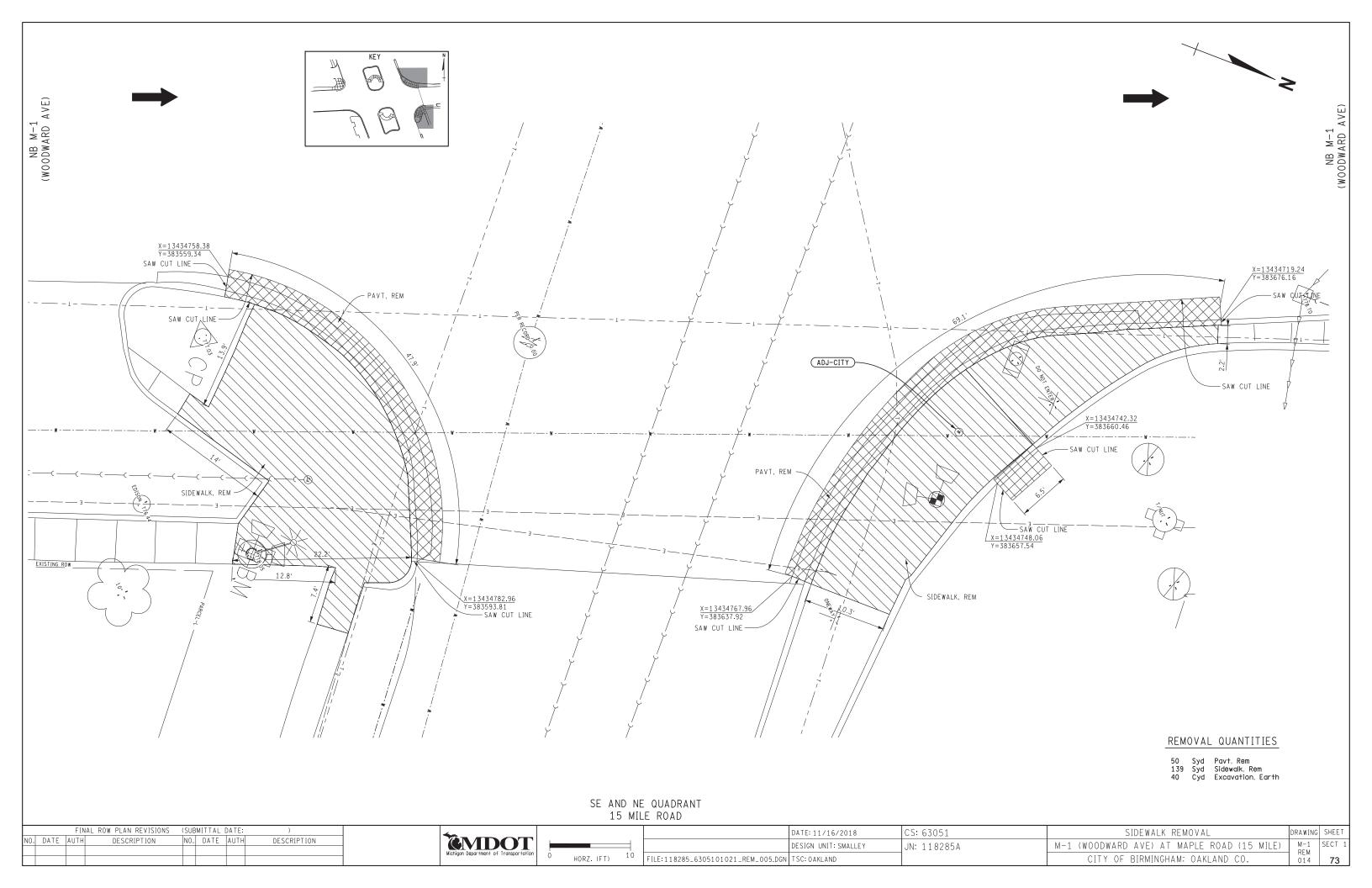


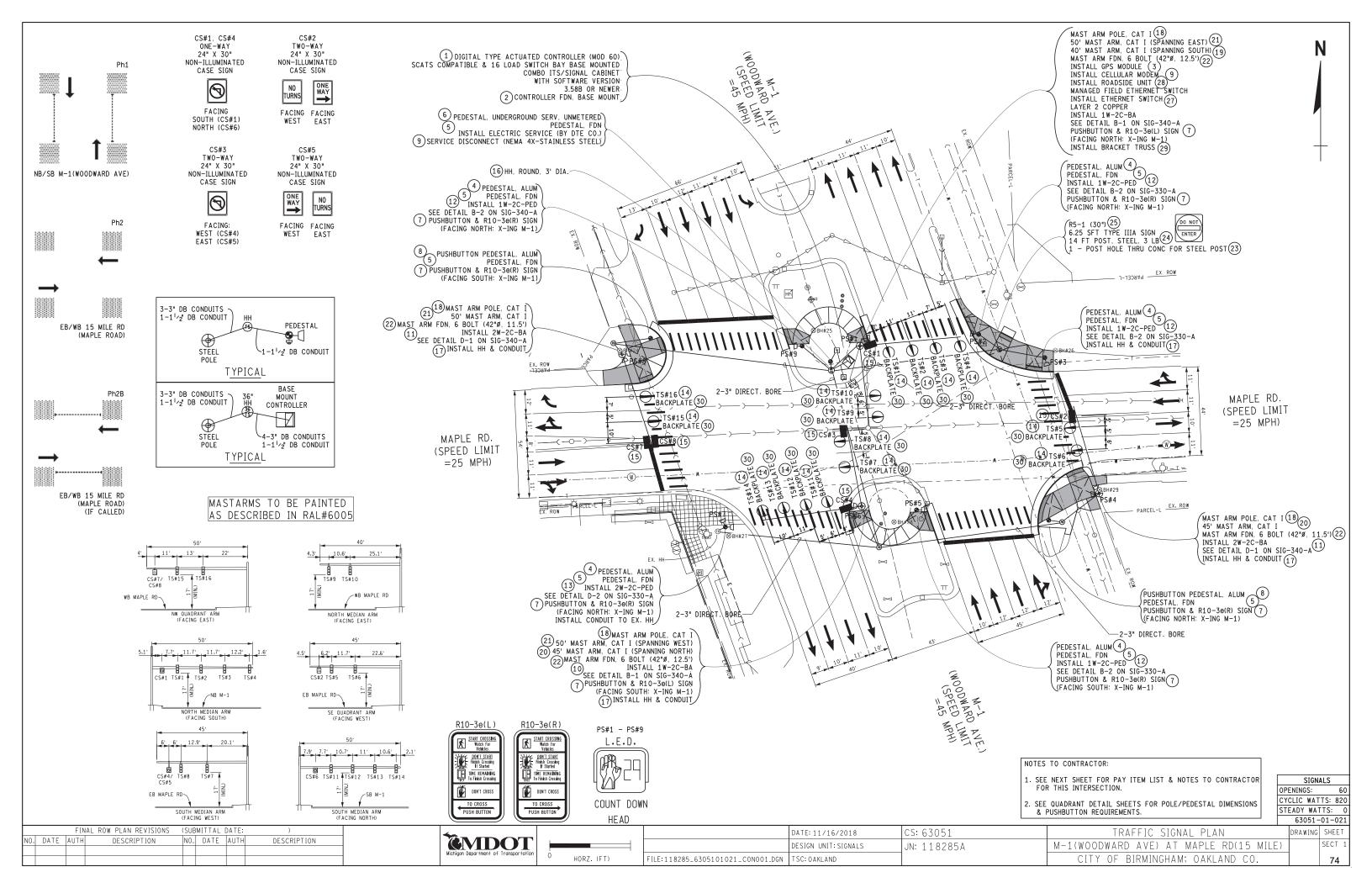












THE PAY ITEMS SHOWN HERE CORRESPOND TO THE ITEMS INSTALLED ON THE PREVIOUS SHEET:

NO. ITEM QUANTITIES (1) Controller and Cabinet, Digital Type 1 Ea (2) Controller Fdn, Base Mount 1 Ea (3) Global Positioning System Module 1 Ea (4) Pedestal, Alum 5 Ea (5) Pedestal, Fdn 8 Ea (6) Pedestal, Underground Serv, Unmetered 1 Ea (7) Pushbutton and Sign 8 Ea (8) Pushbutton Pedestal, Alum 2 Ea (9) Cellular Modem, TS, 4G 1 Ea (10) TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown 2 Ea (11) TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown 2 Ea (12) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 4 Ea (13) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 4 Ea (14) TS, One Way Mast Arm Mtd (LED) 16 Ea (15) Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated 5 Ea (16) Hh, Round 4 Ea (17) Mast Arm, 40 foot, Cat I 4 Ea (20) Mast Arm, 45 foot, Cat I 5 2 Ea (21) Mast Arm, 45 foot, Cat I 5 2 Ea (22) Mast Arm, 50 foot, Cat I 5 4 Ef (23) Post Hole Through Conc for Steel Post 1 Ea (24) Post, Steel, 3 Ib 14 Ft		LIST OF MATERIAL						
Controller Fdn, Base Mount	NO.	ITEM	QUANTITIES					
Global Positioning System Module	(1)	Controller and Cabinet, Digital Type	1 Ea					
Global Positioning System Module	(2)	Controller Fdn. Base Mount	1 Ea					
(5) Pedestal, Underground Serv, Unmetered 1 Ea (6) Pedestal, Underground Serv, Unmetered 1 Ea (7) Pushbutton and Sign 8 Ea (8) Pushbutton Pedestal, Alum 2 Ea (9) Cellular Modem, TS, 4G 1 Ea (10) TS, Pedestrian, Dne Way Bracket Arm Mtd (LED) Countdown 2 Ea (11) TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown 4 Ea (12) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 1 Ea (13) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 1 Ea (14) TS, One Way Mast Arm Mtd (LED) 16 Ea (15) Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated 5 Ea (16) Hh, Round 4 Ea (17) Hh, Round 4 Ea (18) Mast Arm Pole, Cat I 4 Ea (19) Mast Arm, 45 foot, Cat I 2 Ea (20) Mast Arm, 45 foot, Cat I 2 Ea (21) Mast Arm Pole Fdn, 6 Bolt 48 Ft (22) Mast Arm Pole Fdn, 6 Bolt 48 Ft	(3)	Global Positioning System Module						
Pedestal, Underground Serv, Unmetered 1 Ea	(4)	Pedestal, Alum	5 Ea					
Pushbutton and Sign 8 Ea	(5)	Pedestal, Fdn	8 Ea					
(8) Pushbutton Pedestal, Alum 2 Ea (9) Cellular Modem, TS, 4G 1 Ea (10) TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown 2 Ea (11) TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown 4 Ea (12) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 4 Ea (13) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 1 Ea (14) TS, One Way Mast Arm Mtd (LED) 16 Ea (15) Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated 5 Ea (16) Hh, Round, 3 foot Dia. 1 Ea (17) Hh, Round 4 Ea (18) Mast Arm Pole, Cat I 4 Ea (19) Mast Arm, 40 foot, Cat I 2 Ea (20) Mast Arm, 45 foot, Cat I 2 Ea (21) Mast Arm, 50 foot, Cat I 3 Ea (22) Mast Arm Pole Fdn, 6 Bolt 48 Ft (23) Post, Steel, 3 Ib 14 Ft (24) Post, Steel, 3 Ib 7 Sft (25) Sign, Type IIIA 7 Sft (26) <	6	Pedestal, Underground Serv, Unmetered	1 Ea					
(9) Cellular Modem, TS, 4G 1 Ea (10) TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown 2 Ea (11) TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown 2 Ea (12) TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown 4 Ea (13) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 1 Ea (14) TS, One Way Most Arm Mtd (LED) 16 Ea (15) Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated 5 Ea (16) Hh, Round, 3 foot Dia. 1 Ea (17) Hh, Round 4 Ea (18) Mast Arm Pole, Cat I 4 Ea (19) Mast Arm, 40 foot, Cat I 2 Ea (20) Mast Arm, 45 foot, Cat I 2 Ea (21) Mast Arm, 50 foot, Cat I 3 Ea (22) Mast Arm Pole Fdn, 6 Bolt 48 Ft (23) Post, Steel, 3 Ib 14 Ft (24) Post, Steel, 3 Ib 7 Sft (25) Sign, Type IIIA 7 Sft (26) TS, Managed Field Ethernet Switch, Fiber Capable 1 Ea	(7)		8 Ea					
TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown 2 Ea (1) TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown 2 Ea (2) TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown 4 Ea (3) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 1 Ea (4) TS, One Way Mast Arm Mtd (LED) (5) Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated (6) Hh, Round, 3 foot Dia. (1) Hh, Round (1) Mast Arm Pole, Cat I (2) Mast Arm, 40 foot, Cat I (2) Mast Arm, 50 foot, Cat I (3) Post Hole Through Conc for Steel Post (4) Post, Steel, 3 Ib (5) TS, Managed Field Ethernet Switch, Layer 2, Copper (6) TS, Managed Field Ethernet Switch, Fiber Capable (7) Managed Field Ethernet Switch, Fiber Capable (8) Bracket, Truss, With 18 Foot Arm (9) Bracket, Truss, With 18 Foot Arm (1) Conduit, DB, 1, 1 1/2 inch (2) Conduit, DB, 3, 3 inch (3) Conduit, DB, 4, 3 inch (4) Cable, Sec, 600V, 1, 3/C#6 (5) Povt Mrkg, Polyurea, 24 inch, Stop Bar (6) Pavt Mrkg, Polyurea, 24 inch, Stop Bar (8) Post Mrkg, Polyurea, 24 inch, Stop Bar	(8)	Pushbutton Pedestal, Alum	2 Ea					
TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown 2 Ea (1) TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown 4 Ea (1) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 1 Ea (1) TS, One Way Mast Arm Mtd (LED) (1) Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated (1) Hh, Round, 3 foot Dia. (1) Hh, Round (1) Mast Arm Pole, Cat I (2) Mast Arm, 40 foot, Cat I (2) Mast Arm, 50 foot, Cat I (3) Post Hole Through Conc for Steel Post (2) Post, Steel, 3 Ib (3) Sign, Type IIIA (3) TS, Managed Field Ethernet Switch, Layer 2, Copper (2) Managed Field Ethernet Switch, Fiber Capable (3) Bracket, Truss, With 18 Foot Arm (4) Ea (5) Conduit, DB, 1, 1 1/2 inch (6) Conduit, DB, 1, 3 inch (7) Cable, Sec, 600V, 1, 3/C#6 (8) Poyt Mrkg, Polyurea, 24 inch, Stop Bar (10) Poyt Mrkg, Polyurea, 24 inch, Stop Bar	9	Cellular Modem, TS, 4G	1 Ea					
(12)TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown4 Ea(13)TS, Pedestrian, Two Way Pedestal Mtd (LED)16 Ea(14)TS, One Way Mast Arm Mtd (LED)16 Ea(15)Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated5 Ea(16)Hh, Round, 3 foot Dia.1 Ea(17)Hh, Round4 Ea(18)Mast Arm Pole, Cat I4 Ea(19)Mast Arm, 40 foot, Cat I2 Ea(20)Mast Arm, 45 foot, Cat I2 Ea(21)Mast Arm, 50 foot, Cat I3 Ea(22)Mast Arm Pole Fdn, 6 Bolt48 Ft(23)Post Hole Through Conc for Steel Post1 Ea(24)Post, Steel, 3 Ib14 Ft(25)Sign, Type IIIA7 Sft(26)TS, Managed Field Ethernet Switch, Layer 2, Copper1 Ea(27)Managed Field Ethernet Switch, Fiber Capable1 Ea(28)Roadside Unit, Intersection1 Ea(29)Bracket, Truss, With 18 Foot Arm1 Ea(29)Bracket, Truss, With 18 Foot Arm1 Ea(29)Bracket, Truss, With 18 Foot Arm1 Ea(29)Conduit, DB, 1, 1 1/2 inch210 Ft(20)Conduit, DB, 3, 3 inch80 Ft(210)Conduit, DB, 4, 3 inch15 Ft(20)Cable, Sec, 600V, 1, 3/C#6500 Ft(20)Pavt Mrkg, Polyurea, 24 inch, Stop Bar160 Ft	10	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	2 Ea					
(13) TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown 1 Ea (14) TS, One Way Mast Arm Mtd (LED) 16 Ea (15) Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated 5 Ea (16) Hh, Round, 3 foot Dia. 1 Ea (17) Hh, Round 4 Ea (18) Mast Arm Pole, Cat I 4 Ea (19) Mast Arm, 40 foot, Cat I 2 Ea (20) Mast Arm, 45 foot, Cat I 2 Ea (21) Mast Arm, 50 foot, Cat I 3 Ea (22) Mast Arm Pole Fdn, 6 Bolt 48 Ft (23) Post Hole Through Conc for Steel Post 1 Ea (24) Post, Steel, 3 Ib 14 Ft (25) Sign, Type IIIA 7 Sft (26) TS, Managed Field Ethernet Switch, Layer 2, Copper 1 Ea (27) Managed Field Ethernet Switch, Fiber Capable 1 Ea (28) Roadside Unit, Intersection 1 Ea (29) Bracket, Truss, With 18 Foot Arm 1 Ea (29) Bracket, Truss, With 18 Foot Arm 1 Ea (20) Conduit, DB, 1, 1 1/2 inch 210 Ft (20) <td< td=""><td>11)</td><td>TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown</td><td>2 Ea</td></td<>	11)	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	2 Ea					
(19) TS, One Way Mast Arm Mtd (LED) 16 Ea (19) Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated 5 Ea (10) Hh, Round, 3 foot Dia. 1 Ea (11) Hh, Round 4 Ea (18) Mast Arm Pole, Cat I 4 Ea (19) Mast Arm, 40 foot, Cat I 2 Ea (20) Mast Arm, 45 foot, Cat I 3 Ea (21) Mast Arm Pole Fdn, 6 Bolt 48 Ft (22) Mast Arm Pole Fdn, 6 Bolt 48 Ft (23) Post Hole Through Conc for Steel Post 1 Ea (24) Post, Steel, 3 Ib 14 Ft (25) Sign, Type IIIA 7 Sft (26) TS, Managed Field Ethernet Switch, Layer 2, Copper 1 Ea (27) Managed Field Ethernet Switch, Fiber Capable 1 Ea (28) Roadside Unit, Intersection 1 Ea (29) Bracket, Truss, With 18 Foot Arm 1 Ea (29) Bracket, Truss, With 18 Foot Arm 1 Ea (29) Conduit, DB, 1, 1 1/2 inch 210 Ft (20) Conduit, DB, 3, 3 inch								
(15) Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated 5 Ea (16) Hh, Round, 3 foot Dia. 1 Ea (17) Hh, Round 4 Ea (18) Mast Arm Pole, Cat I 4 Ea (19) Mast Arm, 40 foot, Cat I 2 Ea (20) Mast Arm, 45 foot, Cat I 2 Ea (21) Mast Arm, 50 foot, Cat I 3 Ea (22) Mast Arm Pole Edn, 6 Bolt 48 Ft (23) Post Hole Through Conc for Steel Post 1 Ea (24) Post, Steel, 3 Ib 14 Ft (25) Sign, Type IIIA 7 Sft (26) TS, Managed Field Ethernet Switch, Layer 2, Copper 1 Ea (27) Managed Field Ethernet Switch, Fiber Capable 1 Ea (28) Roadside Unit, Intersection 1 Ea (29) Bracket, Truss, With 18 Foot Arm 1 Ea (30) Backplate, TS 16 Ea (29) Conduit, DB, 1, 1 1/2 inch 210 Ft (20) Conduit, DB, 3, 3 inch 80 Ft (20) Conduit, DB, 4, 3 inch 15 Ft (20) Coble, Sec, 600V, 1, 3/C#6 500 Ft	13	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	1 Ea					
(16) Hh, Round 4 Ea (17) Hh, Round 4 Ea (18) Mast Arm Pole, Cat I 4 Ea (19) Mast Arm, 40 foot, Cat I 2 Ea (20) Mast Arm, 45 foot, Cat I 2 Ea (21) Mast Arm, 50 foot, Cat I 3 Ea (22) Mast Arm Pole Fdn, 6 Bolt 48 Ft (23) Post Hole Through Conc for Steel Post 1 Ea (24) Post, Steel, 3 lb 14 Ft (25) Sign, Type IIIA 7 Sft (26) TS, Managed Field Ethernet Switch, Layer 2, Copper 1 Ea (27) Managed Field Ethernet Switch, Fiber Capable 1 Ea (28) Roadside Unit, Intersection 1 Ea (29) Bracket, Truss, With 18 Foot Arm 1 Ea (29) Bracket, Truss, With 18 Foot Arm 1 Ea (29) Bracket, Truss, With 18 Foot Arm 1 Ea (20) Conduit, DB, 1, 1 1/2 inch 210 Ft (20) Conduit, DB, 3, 3 inch 80 Ft (20) Conduit, DB, 4, 3 inch 15 Ft (20) Conduit, Directional Bore, 2, 3 inch 475 Ft <td>\sim</td> <td>TS, One Way Mast Arm Mtd (LED)</td> <td></td>	\sim	TS, One Way Mast Arm Mtd (LED)						
10	15	Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated	5 Ea					
18 Mast Arm Pole, Cat I 4 Ea 19 Mast Arm, 40 foot, Cat I 1 Ea 20 Mast Arm, 45 foot, Cat I 2 Ea 21 Mast Arm, 50 foot, Cat I 3 Ea 22 Mast Arm Pole Edn, 6 Bolt 48 Ft 23 Post Hole Through Conc for Steel Post 1 Ea 24 Post, Steel, 3 Ib 14 Ft 25 Sign, Type IIIA 7 Sft 26 TS, Managed Field Ethernet Switch, Layer 2, Copper 1 Ea 20 Managed Field Ethernet Switch, Fiber Capable 1 Ea 28 Roadside Unit, Intersection 1 Ea 29 Bracket, Truss, With 18 Foot Arm 1 Ea 30 Backplate, TS 16 Ea Conduit, DB, 1, 1 1/2 inch 210 Ft Conduit, DB, 3, 3 inch 80 Ft Conduit, DB, 4, 3 inch 15 Ft Conduit, Directional Bore, 2, 3 inch 475 Ft Cable, Sec, 600V, 1, 3/C#6 500 Ft Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft	16	Hh, Round, 3 foot Dia.	1 Ea					
19 Mast Arm. 40 foot, Cat I 20 Mast Arm. 45 foot, Cat I 21 Mast Arm. 50 foot, Cat I 22 Mast Arm. 50 foot, Cat I 33 Ea 23 Mast Arm Pole Edn. 6 Bolt 48 Ft 23 Post Hole Through Conc for Steel Post 14 Ea 24 Post, Steel. 3 Ib 14 Ft 25 Sign. Type IIIA 7 Sft 26 TS, Managed Field Ethernet Switch, Layer 2, Copper 1 Ea 20 Managed Field Ethernet Switch, Fiber Capable 1 Ea 21 Managed Field Ethernet Switch, Fiber Capable 22 Roadside Unit, Intersection 23 Roadside Unit, Intersection 24 Ea 25 Conduit, DB. 1, 1 1/2 inch 26 Conduit, DB. 1, 1 1/2 inch 27 Conduit, DB. 3, 3 inch 28 Roadside Unit, DB. 3, 3 inch 30 Backplate, TS 40 Conduit, DB. 4, 3 inch 41 Ea 42 Conduit, DB. 4, 3 inch 43 Ft 44 Ft 45 Conduit, DB. 4, 3 inch 47 Ft 47 Conduit, DB. 4, 3 inch 47 Ft 47 Cable, Sec, 600V, 1, 3/C#6 500 Ft 40 Pavt Mrkg, Polyurea, 24 inch, Stop Bar	1)	Hh, Round	4 Ea					
20 Mast Arm, 45 foot, Cat I 2 Ea 21 Mast Arm, 50 foot, Cat I 3 Ea 22 Mast Arm Pole Fdn, 6 Bolt 48 Ft 23 Post Hole Through Conc for Steel Post 1 Ea 24 Post, Steel, 3 lb 14 Ft 25 Sign, Type IIIA 7 Sft 26 TS, Managed Field Ethernet Switch, Layer 2, Copper 1 Ea 27 Managed Field Ethernet Switch, Fiber Capable 1 Ea 28 Roadside Unit, Intersection 1 Ea 29 Bracket, Truss, With 18 Foot Arm 1 Ea 30 Backplate, TS 16 Ea Conduit, DB, 1, 1 1/2 inch 210 Ft Conduit, DB, 3, 3 inch 80 Ft Conduit, DB, 4, 3 inch 15 Ft Conduit, Directional Bore, 2, 3 inch 475 Ft Cable, Sec, 600V, 1, 3/C#6 500 Ft Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft	\sim	Mast Arm Pole, Cat I	4 Ea					
(2)Mast Arm, 50 foot, Cat I3 Ea(2)Mast Arm Pole Edn, 6 Bolt48 Ft(2)Post Hole Through Conc for Steel Post1 Ea(2)Post, Steel, 3 lb14 Ft(2)Sign, Type IIIA7 Sft(2)TS, Managed Field Ethernet Switch, Layer 2, Copper1 Ea(2)Managed Field Ethernet Switch, Fiber Capable1 Ea(2)Roadside Unit, Intersection1 Ea(2)Bracket, Truss, With 18 Foot Arm1 Ea(3)Backplate, TS16 Ea(2)Conduit, DB, 1, 1 1/2 inch210 Ft(2)Conduit, DB, 4, 3 inch80 Ft(2)Conduit, Directional Bore, 2, 3 inch475 Ft(3)Cable, Sec, 600V, 1, 3/C#6500 Ft(4)Pavt Mrkg, Polyurea, 24 inch, Stop Bar160 Ft		Mast Arm, 40 foot, Cat I	1 Ea					
(2)Mast Arm Pole Edn, 6 Bolt48 Ft(23)Post Hole Through Conc for Steel Post1 Ea(24)Post, Steel, 3 lb14 Ft(25)Sign, Type IIIA7 Sft(26)TS, Managed Field Ethernet Switch, Layer 2, Copper1 Ea(27)Managed Field Ethernet Switch, Fiber Capable1 Ea(28)Roadside Unit, Intersection1 Ea(29)Bracket, Truss, With 18 Foot Arm1 Ea(30)Backplate, TS16 Ea(29)Conduit, DB, 1, 1 1/2 inch210 Ft(20)Conduit, DB, 3, 3 inch80 Ft(20)Conduit, DB, 4, 3 inch15 Ft(20)Conduit, Directional Bore, 2, 3 inch475 Ft(20)Cable, Sec, 600V, 1, 3/C#6500 Ft(20)Pavt Mrkg, Polyurea, 24 inch, Stop Bar160 Ft		Mast Arm, 45 foot, Cat I						
23 Post Hole Through Conc for Steel Post 24 Post, Steel, 3 lb 25 Sign, Type IIIA 26 TS, Managed Field Ethernet Switch, Layer 2, Copper 27 Managed Field Ethernet Switch, Fiber Capable 28 Roadside Unit, Intersection 29 Bracket, Truss, With 18 Foot Arm 1 Ea 30 Backplate, TS 16 Ea Conduit, DB, 1, 1 1/2 inch Conduit, DB, 3, 3 inch Conduit, DB, 4, 3 inch Conduit, DB, 4, 3 inch Conduit, Directional Bore, 2, 3 inch Cable, Sec, 600V, 1, 3/C#6 Pavt Mrkg, Polyurea, 24 inch, Stop Bar 14 Ft 15 Interval 15 Interval 15 Inch 16 Interval 16 Inch 17 Sft 18 Interval 17 Interval 18 Inch 210 Interval 18 Interval 18 Inch 210 Interval 18 Interval 18 Interval 18 Inch 210 Interval 18 In		Mast Arm, 50 foot, Cat I						
29 Post, Steel, 3 lb 25 Sign, Type IIIA 26 TS, Managed Field Ethernet Switch, Layer 2, Copper 27 Managed Field Ethernet Switch, Fiber Capable 28 Roadside Unit, Intersection 29 Bracket, Truss, With 18 Foot Arm 30 Backplate, TS 46 Ea 475 Ft 475 Conduit, DB, 3, 3 inch 50 Conduit, DB, 4, 3 inch 60 Conduit, DB, 4, 3 inch 775 Conduit, Directional Bore, 2, 3 inch 775 Ft 775 Cable, Sec, 600V, 1, 3/C#6 776 Pavt Mrkg, Polyurea, 24 inch, Stop Bar		Mast Arm Pole Fdn, 6 Bolt						
Sign, Type IIIA 7 Sft		Post Hole Through Conc for Steel Post						
TS, Managed Field Ethernet Switch, Layer 2, Copper 1 Ea		Post, Steel, 3 lb						
(2)Managed Field Ethernet Switch, Fiber Capable1 Ea(28)Roadside Unit, Intersection1 Ea(29)Bracket, Truss, With 18 Foot Arm1 Ea(30)Backplate, TS16 Ea(20)Conduit, DB, 1, 1 1/2 inch210 Ft(20)Conduit, DB, 3, 3 inch80 Ft(20)Conduit, DB, 4, 3 inch15 Ft(20)Conduit, Directional Bore, 2, 3 inch475 Ft(20)Cable, Sec, 600V, 1, 3/C#6500 Ft(20)Pavt Mrkg, Polyurea, 24 inch, Stop Bar160 Ft		Sign, Type IIIA	7 Sft					
28 Roadside Unit, Intersection 1 Ea 29 Bracket, Truss, With 18 Foot Arm 1 Ea 30 Backplate, TS 16 Ea Conduit, DB, 1, 1 1/2 inch 210 Ft Conduit, DB, 3, 3 inch 80 Ft Conduit, DB, 4, 3 inch 15 Ft Conduit, Directional Bore, 2, 3 inch 475 Ft Cable, Sec, 600V, 1, 3/C#6 500 Ft Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft								
29 Bracket, Truss, With 18 Foot Arm 1 Ea 30 Backplate, TS 16 Ea Conduit, DB, 1, 1 1/2 inch 210 Ft Conduit, DB, 3, 3 inch 80 Ft Conduit, DB, 4, 3 inch 15 Ft Conduit, Directional Bore, 2, 3 inch 475 Ft Cable, Sec, 600V, 1, 3/C#6 500 Ft Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft		•						
30 Backplate, TS 16 Ea Conduit, DB, 1, 1 1/2 inch 210 Ft Conduit, DB, 3, 3 inch 80 Ft Conduit, DB, 4, 3 inch 15 Ft Conduit, Directional Bore, 2, 3 inch 475 Ft Cable, Sec, 600V, 1, 3/C#6 500 Ft Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft			1 Ea					
Conduit, DB, 1, 1 1/2 inch 210 Ft Conduit, DB, 3, 3 inch 80 Ft Conduit, DB, 4, 3 inch 15 Ft Conduit, Directional Bore, 2, 3 inch 475 Ft Cable, Sec, 600V, 1, 3/C#6 500 Ft Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft		Bracket, Truss, With 18 Foot Arm						
Conduit, DB, 3, 3 inch 80 Ft Conduit, DB, 4, 3 inch 15 Ft Conduit, Directional Bore, 2, 3 inch 475 Ft Cable, Sec, 600V, 1, 3/C#6 500 Ft Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft	(30)	'						
Conduit, DB, 4, 3 inch Conduit, Directional Bore, 2, 3 inch Cable, Sec, 600V, 1, 3/C#6 Pavt Mrkg, Polyurea, 24 inch, Stop Bar 15 Ft 475 Ft 500 Ft								
Conduit, Directional Bore, 2, 3 inch Cable, Sec, 600V, 1, 3/C#6 Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft								
Cable, Sec. 600V, 1, 3/C#6 Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft								
Pavt Mrkg, Polyurea, 24 inch, Stop Bar 160 Ft								
<u> </u>								
() Pavt Mrkg, Polyurea, 12 inch, Crosswalk		9 9						
		Pavt Mrkg, Polyurea, 12 inch, Crosswalk	1400 F†					

NOTES TO CONTRACTOR:

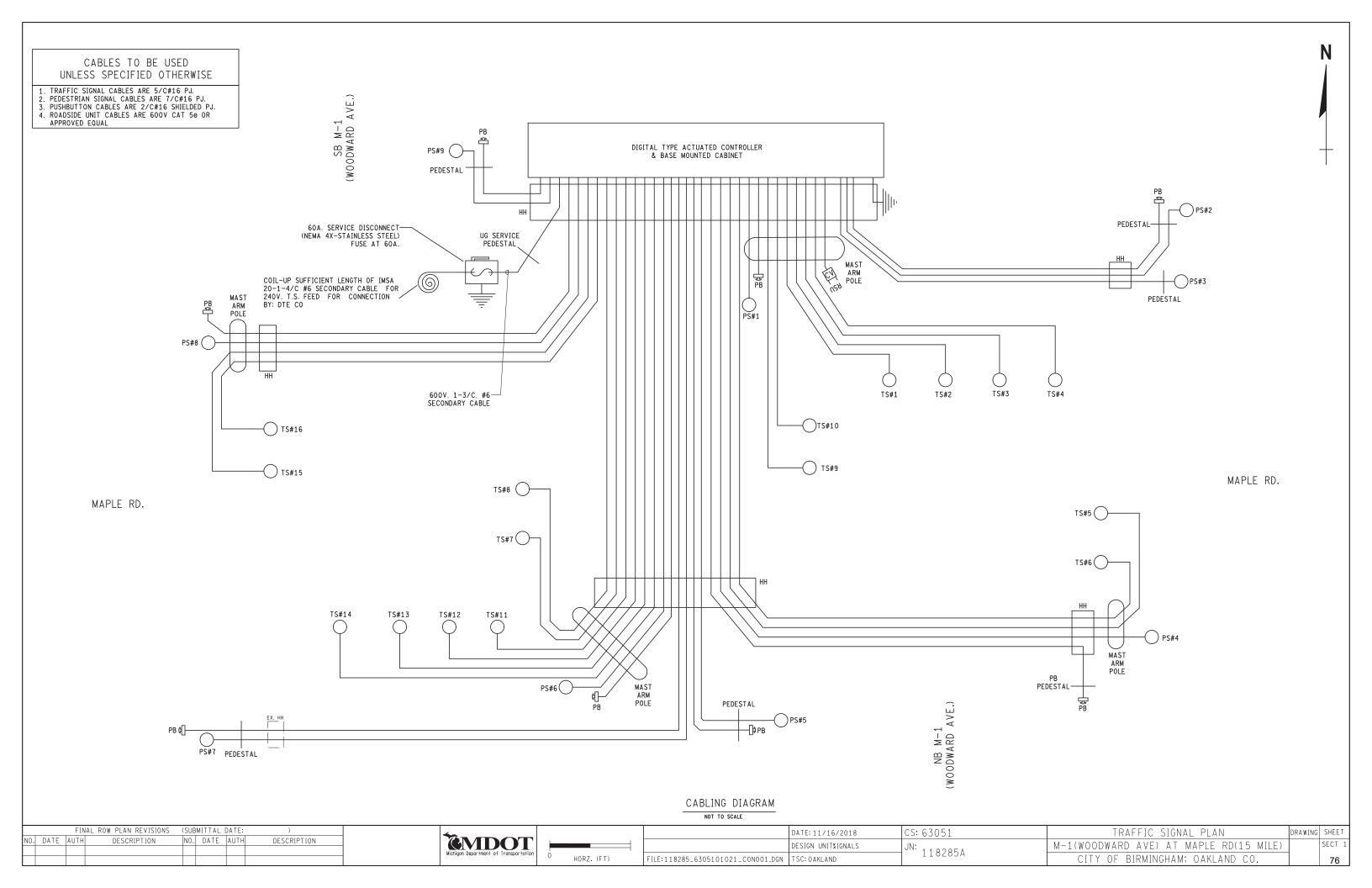
- CONTACT FOWZIA HAJI ABDI (248-483-5167), MDOT SOILS ENGINEER, FOR INSPECTION OF DRILLED SHAFTS 48 HOURS PRIOR TO THE DRILLING OPERATION.
- FOR ELECTRICAL SERVICE INSPECTION CONTACT THE MICHIGAN DEPARMENT OF LICENSING & REGULATORY AFFAIRS AT 248-496-0916. COST TO CONTRACTOR WILL BE INCIDENTAL.
- 3. CONTACT DENNIS MERCIER (248-427-2954), DETROIT EDISON CO., FOR RECONNECTION OF ELECTRIC SERVICE. NO ADDITIONAL COST TO CONTRACTOR.
- 4. INSTALL NEW SPECIAL EMPHASIS CROSSWALK (8' LONG, 10" WIDE, 24" SPACING) & STOP BAR PAVEMENT MARKINGS AS SHOWN IN THE PLAN.
- 5. ALL MAST ARMS, MAST ARM STDS, PEDESTALS, SIGNAL MOUNTING HARDWARE, BRACKETS & ALL ASSOCIATED MATERIALS SHALL BE POWDER COATED "PARK BENCH GREEN" (SHERWIN WILLIAMS POWDURA PGS8-3501 OR APPROVED EQUAL) TO MATCH THE EXISTING SIGNAL EQUIPMENT IN THE CITY OF BIRMINGHAM. THE COLOR SHALL BE APPROVED BY PAUL O'MEARA (248-530-1836), CITY OF BIRMINGHAM, PRIOR TO PAINTING. PAYMENT FOR COATING SHALL BE INCLUDED IN THE AFFECTED ITEMS.
- CONTACT THE BUILDING PROPERTY MANAGEMENT COMPANY (269-598-1061) FOR SHUTOFF OF IRRIGATION IN THE SOUTHWEST QUADRANT PRIOR TO ANY WORK.
- 7. A SIDEWALK SNOW-MELT SYSTEM EXISTS UNDER THE EXISTING SIDEWALK IN THE SOUTHWEST QUADRANT. THE CONTRACTOR SHALL NOT PARK OR DRIVE ANY EQUIPMENT ON THE EXISTING SIDEWALK IN THE SOUTHWEST QUADRANT.
- 8. ALL TRAFFIC SIGNAL CONTROLLER CABINETS USED ON THIS PROJECT SHALL MEET THE TRAFFIC SIGNAL NEMA 4R CABINET REQUIREMENTS FOR I.T.S. APPLICATIONS AS SHOWN IN MDOT TRAFFIC SIGNAL SPECIAL DETAIL SIG-110-A.
- 24" WIDE BY 10' LONG CROSSWALK MARKINGS SHALL BE PAID FOR BY PLACING (2)
 ADJACENT STRIPS OF 12" WIDE CROSSWALK (20' TOTAL) FROM PAY ITEM
 "Pavt Mrkg, Polyurea, 12 inch, Crosswalk"

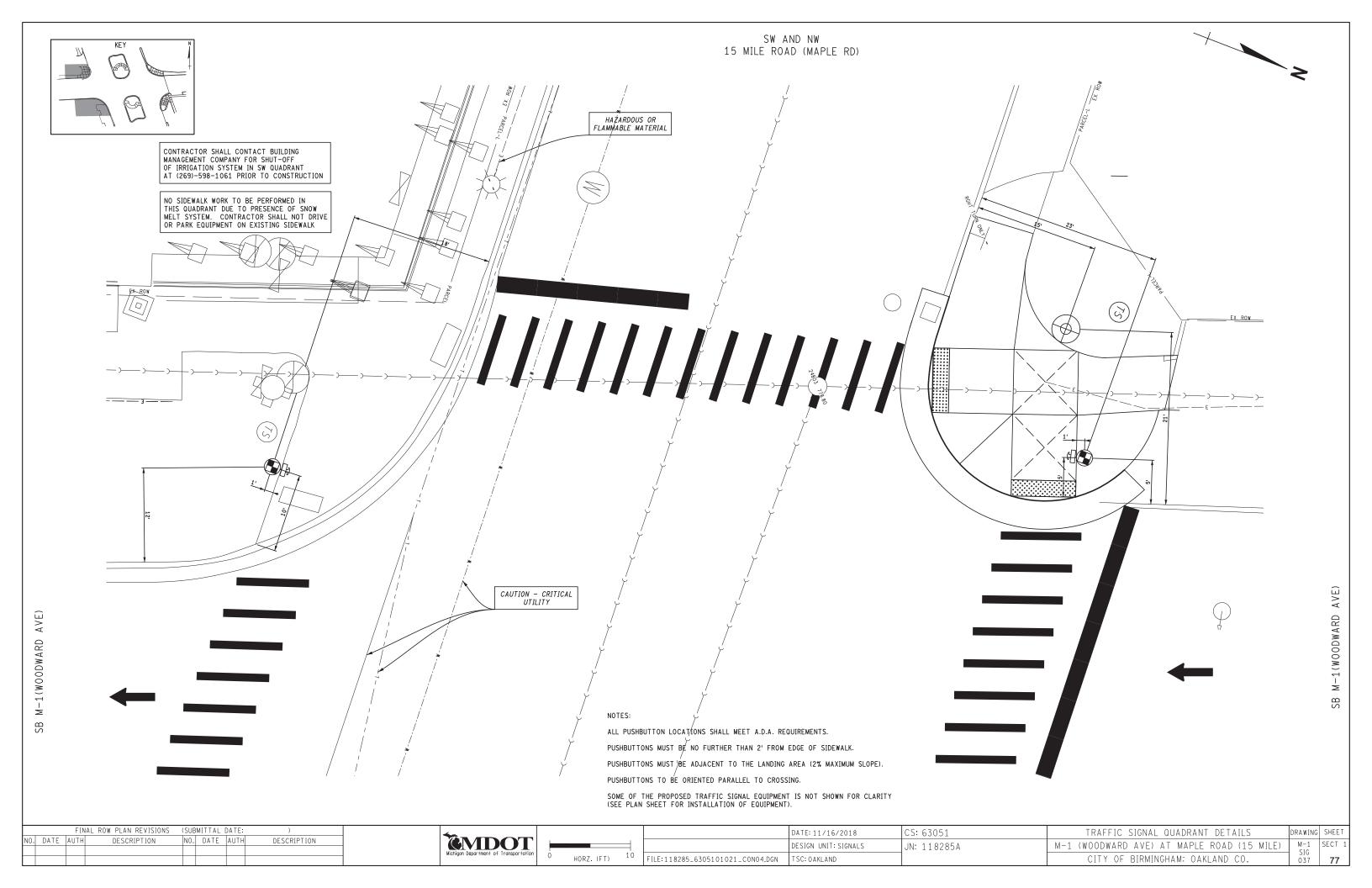
FINAL ROW PLAN REVISIONS				(SUB	BMITTAL [DATE:)
ΝΟ.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION

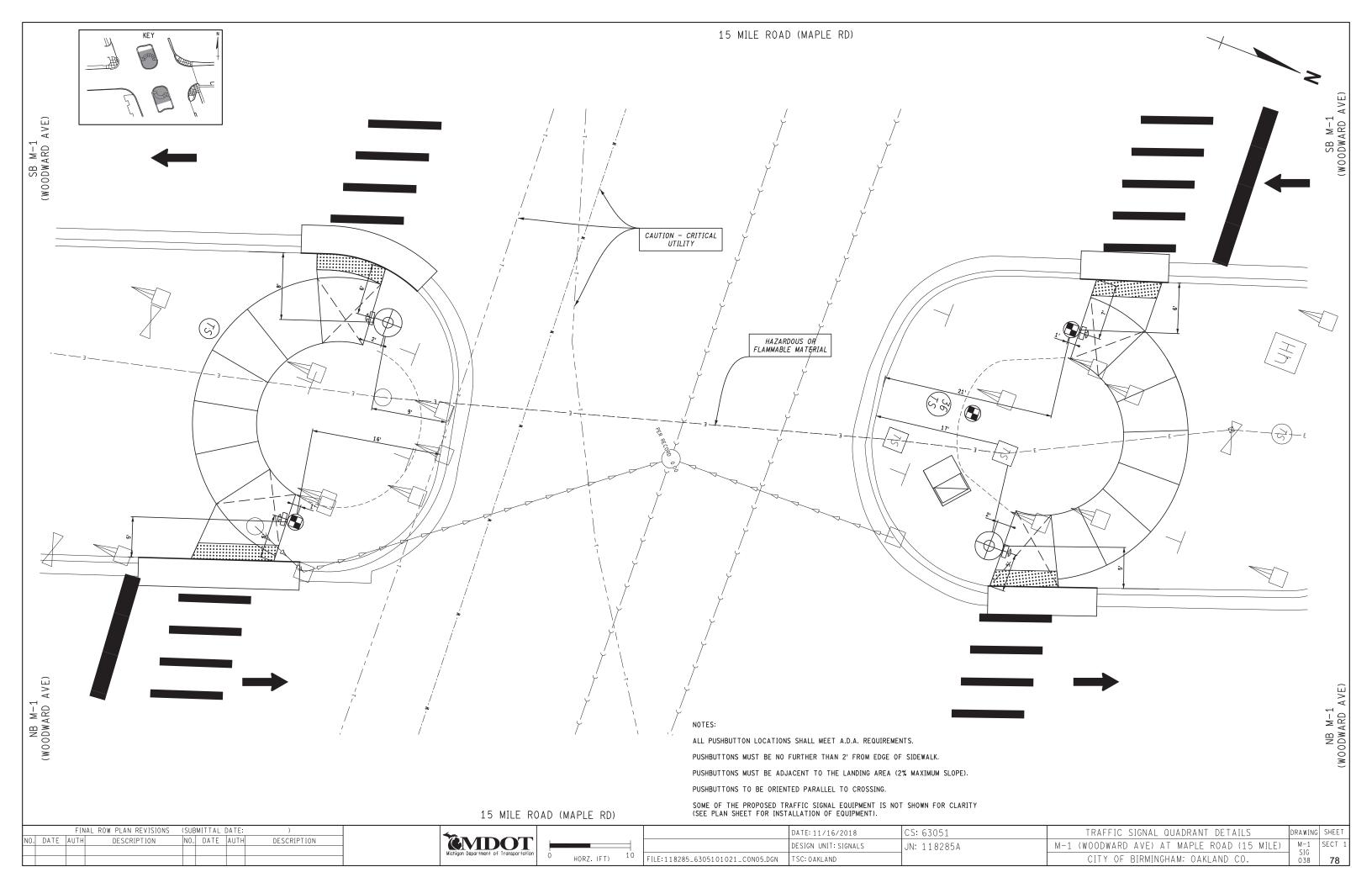


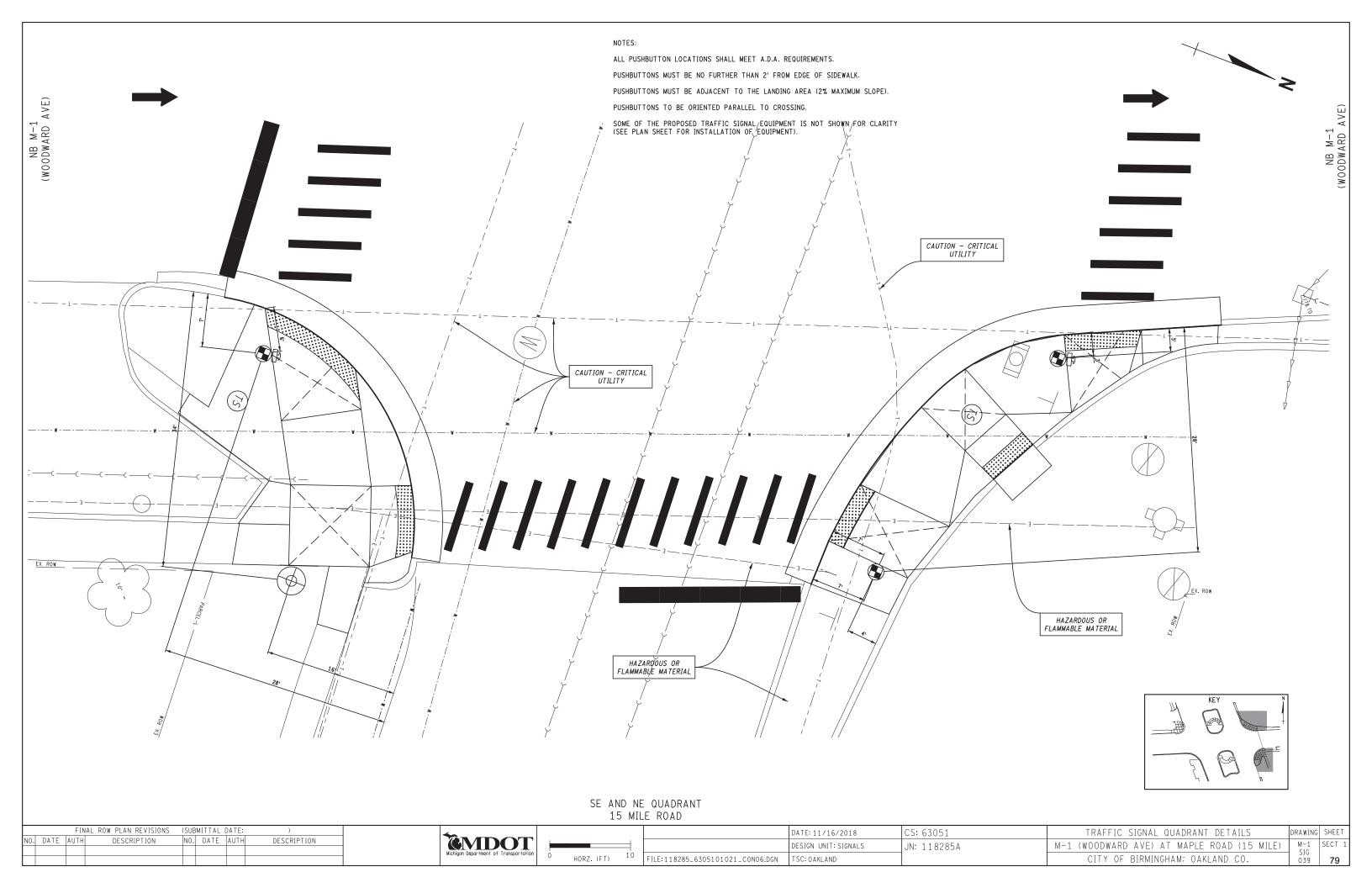
tion			
	"	HORZ. (FT)	

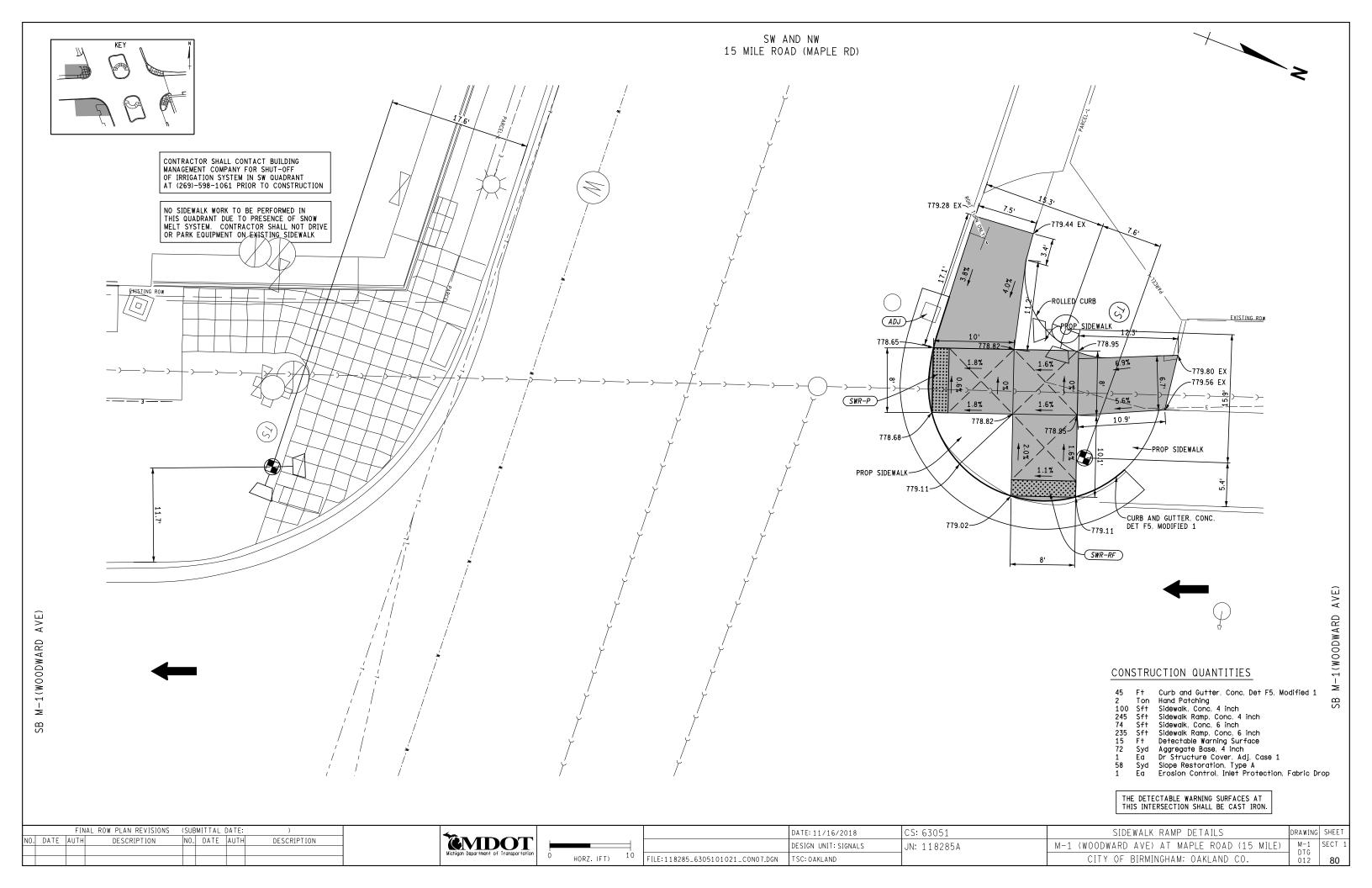
	DATE: 11/16/2018	CS: 63051	TRAFFIC SIGNAL PLAN	DRAWING	SHEET
	DESIGN UNITSIGNALS	JN: 4 4 9 2 9 5 A	M-1(WOODWARD AVE) AT MAPLE RD(15 MILE)		SECT 1
ILE: 118285_6305101021_C0N001.DGN	TSC: OAKLAND	118285A	CITY OF BIRMINGHAM; OAKLAND CO.		75

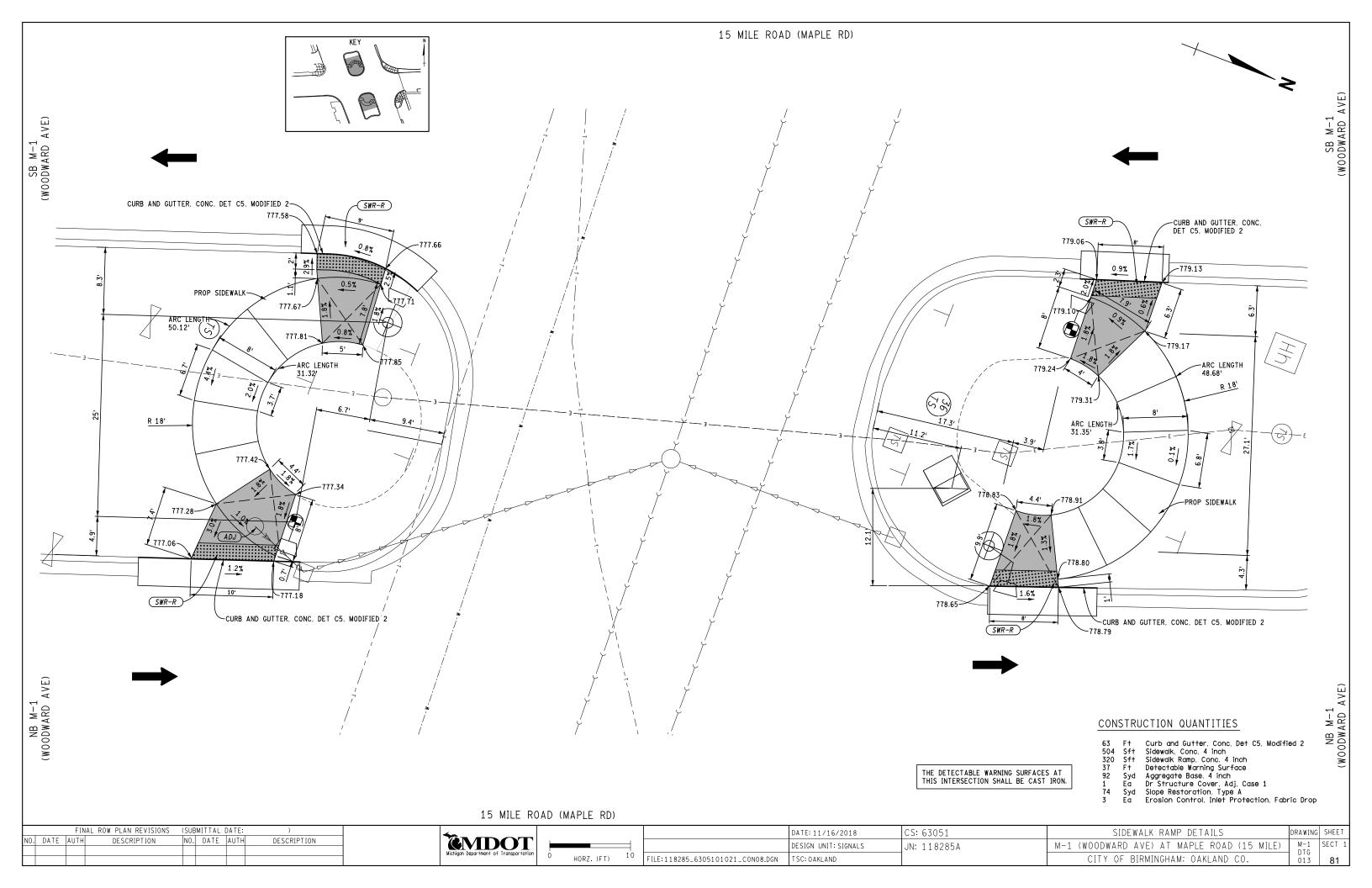


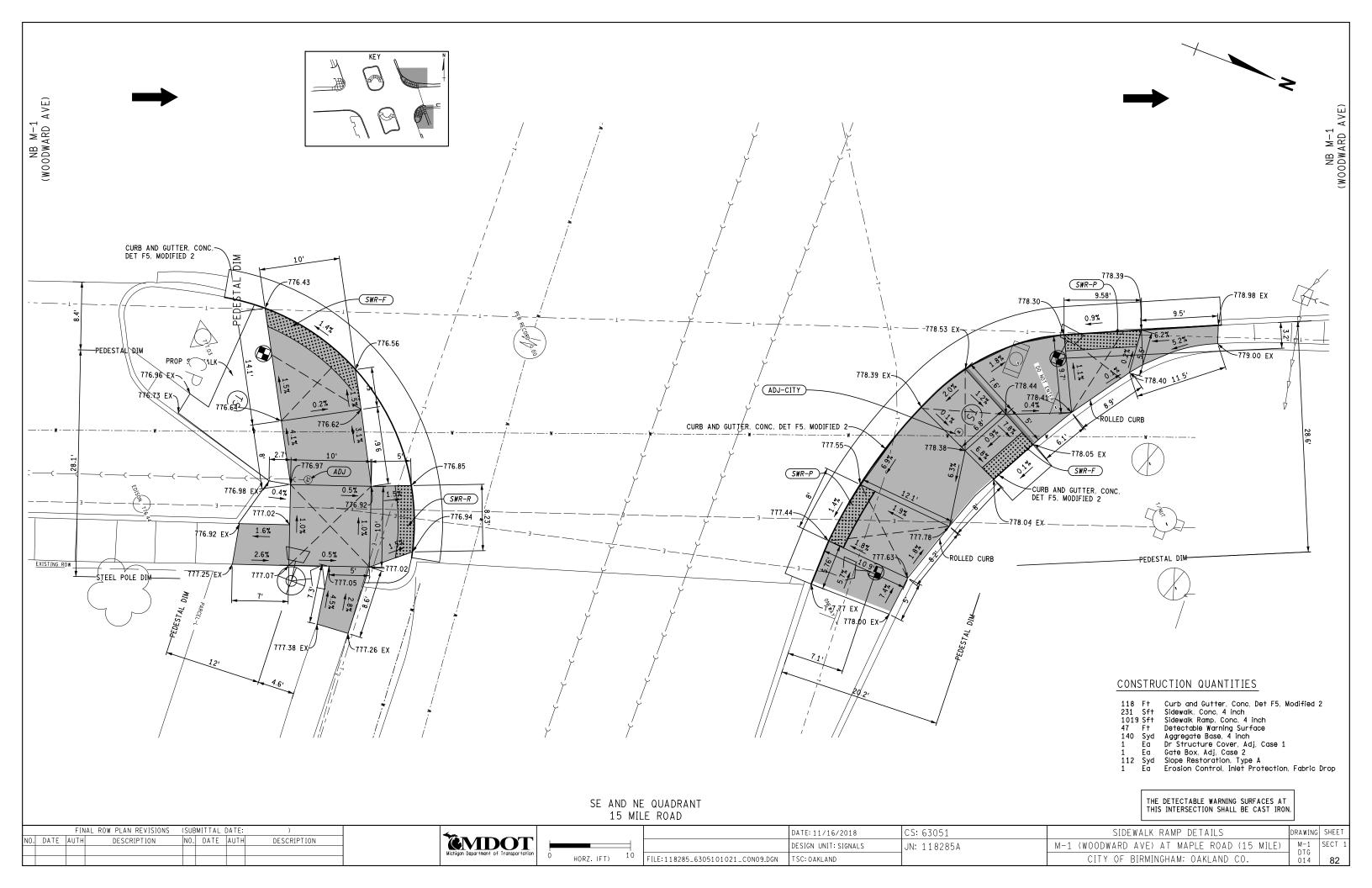














MEMORANDUM

Engineering Dept.

DATE: July 7, 2014

TO: Joe Valentine, Interim City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: New Traffic Signals

Mast Arm Master Plan

In an effort to create a special identity in the Central Business District, the City installed its first mast arm traffic signal in 2000, at the intersection of S. Old Woodward Ave. and E. Merrill St. At that time, the City developed a standard look for the signal, using straight, cylindrical posts painted the City color green. Since that time, five additional signals have either been modernized or installed new using the mast arm design. All have been within the area that would be considered the Central Business District. However, there has never been a coordinated discussion about what the limits of the mast arm installations should be.

Mast arm signal installations significantly increase the cost of a traffic signal modernization. In today's funding environment, it should be anticipated that the extra cost will likely have to paid 100% by the City. (Two mast arm signals were funded with an 80% grant on the 2007 N. Old Woodward Ave. project. However, due to the extreme competition for federal funds, more recent awards for upcoming projects did not include these costs.) Since 2000, three traffic signals have been modernized in the Central Business District without mast arms, primarily because the extra costs had not been budgeted.

Woodward Ave. at Maple Rd.

We have been notified by the Michigan Dept. of Transportation (MDOT) that the Woodward Ave. signals at Maple Rd., 14 Mile Rd., and the southbound crossover north of Hamilton Ave. are slated for modernization during the 2015/16 fiscal year. As with other modern traffic signals, they plan to install a "box span" design. The box span requires installing poles at all four corners of the intersection, and extending cables across so that the signals are mounted over the top of one leg of the intersection. The old diagonal spans that were used in the past are being phased out, primarily for safety. (The new spans do not require service personnel to be suspended over the middle of the intersection, which reduces the chance for a crash while signals are being serviced.) Two photos of the newer box span signal installed at the intersection of Pierce St. and Brown St. is attached for reference.

It is assumed that the southbound crossover signal north of Hamilton Ave., and the 14 Mile Rd. signal are not considered a priority by Birmingham. The Maple Rd. signal, however, is considered a prominent intersection that may deserve the consideration of a mast arm signal. With that in mind, I approached MDOT staff and asked if they would be willing to install a mast arm signal as a part of this planned modernization. They are amenable to this, and in fact, they have already prepared a preliminary plan to depict how it would be laid out. The attached

plans depict the existing conditions, the proposed standard modernization (using cables in a box span mode), and finally, the proposed mast arms. The final plan indicates that two posts could be removed if mast arms were installed, as the posts in the median would support signals in two directions each. We are encouraged that the design is as simplified as possible. If the City wishes to proceed with this work, MDOT is estimating that the cost would be approximately \$80,000 to \$120,000 over what is already proposed. The cost is about what was expected. (The last mast arm signal installed completely at City cost (Maple Rd. and Chester St.) was \$180,000, and that was obviously a simpler, smaller intersection than Woodward Ave. and Maple Rd.) Two photos of the mast arm signal installed at Maple Rd. and Peabody St. are attached for reference.

Mast Arm Traffic Signals Master Plan

As noted above, there has never been a comprehensive discussion about the City's goals with respect to mast arm traffic signals. Before a decision is made on the Woodward Ave./Maple Rd. signal, it may be appropriate to finalize a master plan with respect to mast arm installations. Attached is a map of the Central Business District. The intersections marked with a red dot represent intersections that presently have a mast arm signal:

```
Old Woodward Ave. at Oak St., Willits St./Oakland Blvd., and E. Merrill St. (3) Maple Rd. at Chester St. and Park St./Peabody St. (2) Oakland Blvd. at Park St. (1)
```

The intersections marked in dark green represent intersections that are planned for modernization with a mast arm design as a part of planned road reconstructions, with the goal of being completed by 2018:

```
Old Woodward Ave. at Hamilton Ave., Maple Rd., and Brown St. (3) Maple Rd. at Bates St. and Henrietta St. (2)
```

There are also three intersections that were modernized within the last 12 years, and are not planned for any additional work at this time. However, given their location, they may be signals that should be planned for mast arm upgrades in the future:

```
Maple Rd. at Southfield Rd. (1)
Willits St. at Bates St. (1)
Pierce St. at Brown St. (1)
```

These locations have been labeled in black.

The signal at Woodward Ave. and Maple Rd., while on the edge of the Central Business District, seems like a potential location for a mast arm, largely due to its high visibility. If the Commission authorizes this work, it then raises additional questions about where the mast arm upgrades should extend in the future.

Triangle District – While the Triangle District has been designed to have a different personality from downtown, installing mast arm signals at its two Maple Rd. intersections

(Poppleton Ave./Elm St. and Adams Rd.) may be considered an appropriate way to improve the E. Maple Rd. corridor.

Woodward Ave. — As a major corridor of regional significance, it is important to look beyond the boundaries of Birmingham when planning improvements for Woodward Ave. In 2007, the Woodward Ave. Action Association (WA3) hired the planning firm Grissim Metz Andriesse to prepare a guideline on how to improve the important intersections for the entire length of Woodward Ave. from Detroit to Pontiac (attached). On the last page of the document, a map of the corridor is provided, and four Birmingham intersections are categorized. Maple Rd. is categorized as a Type A2 crosswalk element, where 14 Mile Rd., Lincoln Ave., Bowers St., and Quarton Rd. are categorized as a Type B crosswalk element. Both Type A and Type B crosswalks are recommended to have several features (when rebuilt) such as pedestrian signals, lighting, landscaping, etc. A Type A2 crosswalk has all the features of a Type B, plus others, such as a mast arm signal. Based on this document, it appears that the WA3 acknowledged that a mast arm signal is a major investment, and should be saved only for key locations, such as Maple Rd.

With the above in mind, the Engineering Dept. submits the attached map that can act as the City's mast arm master plan, giving direction to staff on when a mast arm signal should be pursued as part of a traffic signal modernization. Further, with respect to Woodward Ave., it would direct staff to request \$180,000 in Major Street funding for the installation of a mast arm signal at the intersection of Woodward Ave. and Maple Rd. for fiscal year 2015/16. If the Commission endorses this course of action, MDOT staff will be notified of this direction. A funding agreement between the City and MDOT will likely then be prepared for your consideration.

SUGGESTED RESOLUTION:

To endorse the map of the Central Business District labeled "City of Birmingham Mast Arm Traffic Signals Master Plan." Further, to direct staff to notify the MI Dept. of Transportation relative to the City's desire to install a mast arm signal at the intersection of Woodward Ave. and Maple Rd. in conjunction with MDOT's upcoming signal modernization, and to budget for the work accordingly in the fiscal year 2015/16 budget request.

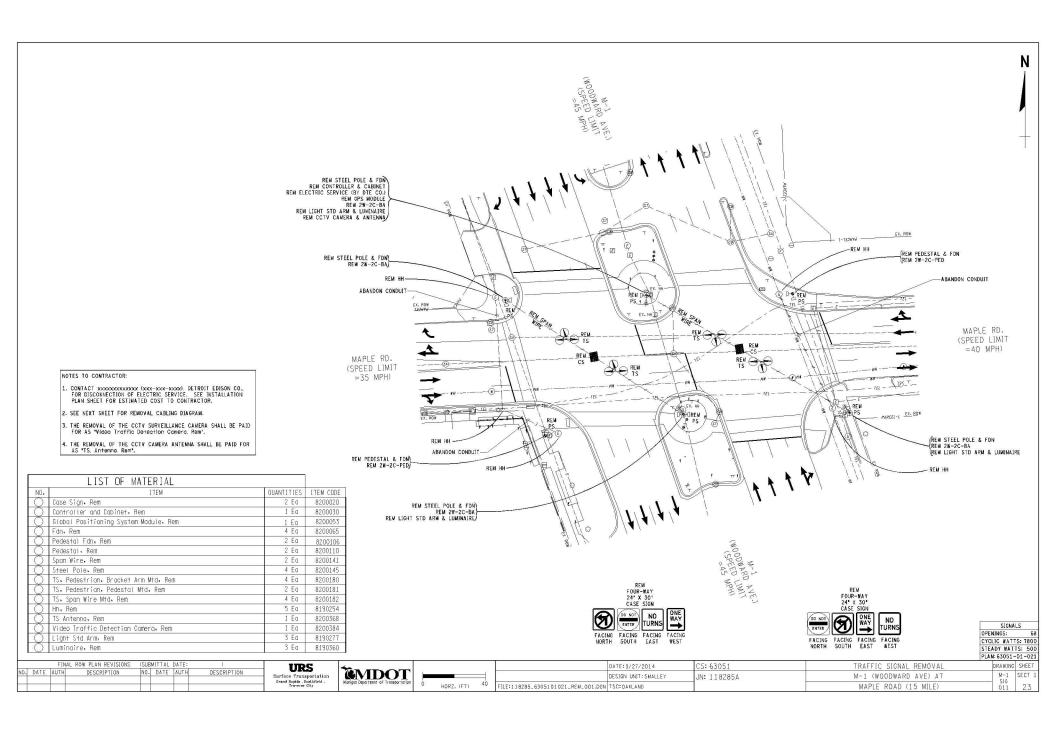


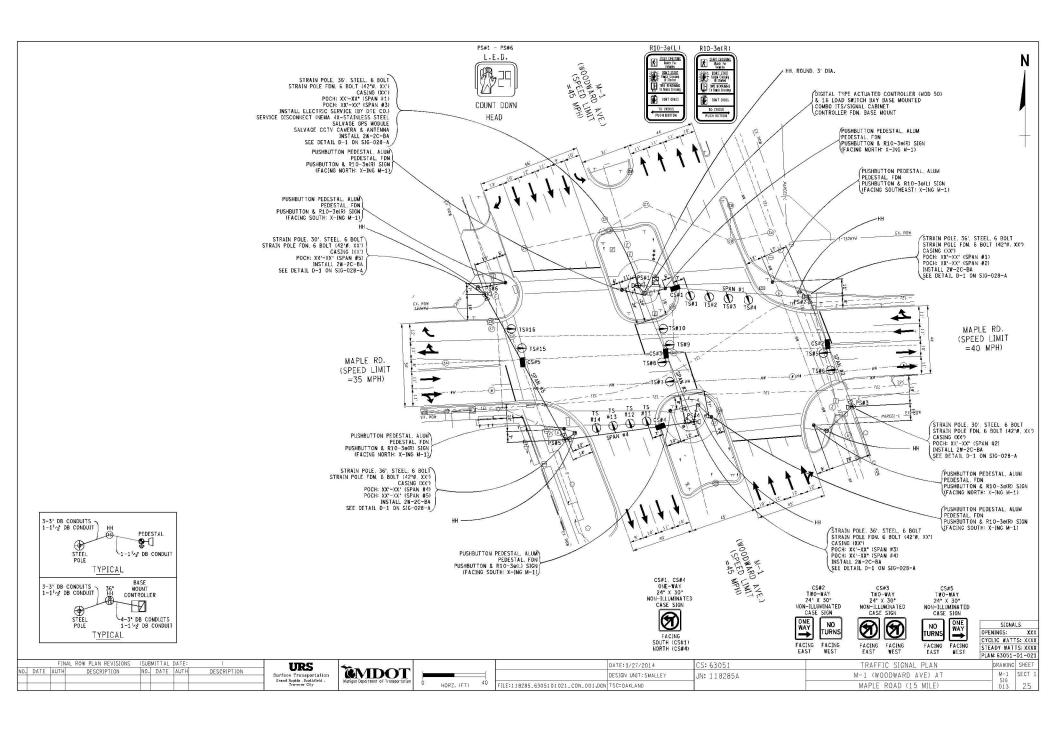


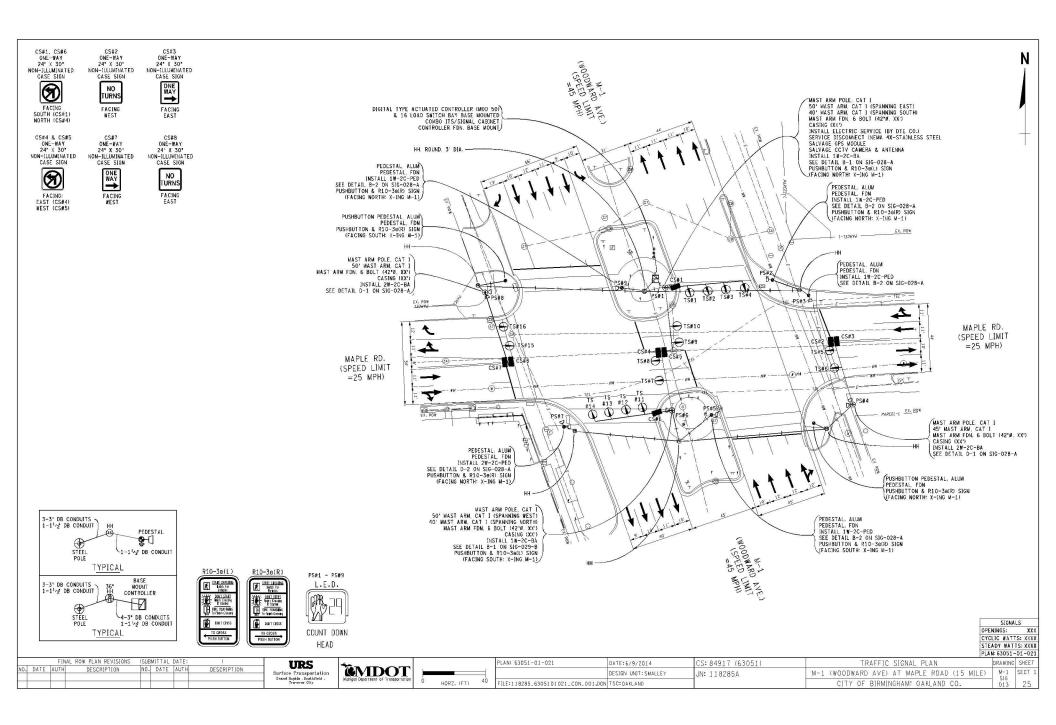














WOODWARD AVENUE CROSSWALK FRAMEWORK

January, 2007

Prepared by Grissim Metz Andriesse Associates for the Woodward Avenue Action Association Funded by: 2005 MDOT State Planning and Research Grant

Woodward Ave. Public Spaces Framework Plan Amendment – Pedestrian Crosswalks

Background

Intersections along Woodward Avenue provide the integration of space for two competing purposes: cars (traffic) and pedestrians. This is especially true where there are traffic signals. Both cars and pedestrians are important to the Byway. The America's Byway designation recognizes the roadway and yet it is also assumed that the designation will attract visitors, which will often be pedestrians around and near the road.

"Crosswalks" are important for both their functional and aesthetic qualities. It is important that they provide a safe haven for pedestrians with elements easily seen by drivers and indicators to pedestrian that it is safe to cross. In addition the design of a crosswalk and the elements used can act as a signal to the vehicular user and visitor that "this is a special place", a place to stop – a place to see and experience something – a place for pedestrians.

The purpose of including a pedestrian crosswalk amendment to the *Woodward Avenue Public Spaces Design Framework Plan* is to:

- Identify design elements for crosswalks,
- Establish a hierarchy of intersections which ranks their importance to the byway,
- Provide guidance to municipalities, MDOT, district leaders and others as to appropriate design elements for inclusion for specific crosswalks as related to the byway hierarchy,
- Provide the WA3 and others guidance for funding in crosswalk enhancements.

Process

All pedestrian crosswalks along Woodward Ave. were reviewed on site and categorized as one of three types, based on their physical contextual attributes. For simplicity purposes, they have been designated as Type A (1 & 2), Type B or Type C established by the following criteria:

Type A – Byway Significant Crosswalks

<u>Type A1</u> – Type A1 pedestrian crosswalks are byway significant. They connect (or are adjacent to) the intrinsic resources¹ of the byway; such as public art, cultural venues, national landmarks, places with Woodward heritage significance, state and/or federally designated historical sites. These crosswalks not only provide for existing pedestrian needs, but also for future pedestrian growth related to the byway as visitors increase. Examples of Type A1 crosswalks are at Kirby (Detroit Institute of Arts) and at 12 Mile Road (Shrine of the Little Flower and Roseland Park Cemetery).

<u>Type A2</u> – Type A2 pedestrian crosswalks are also byway significant. Type A2 crosswalks are located within/adjacent to the downtown areas of Highland Park, Ferndale, Birmingham and Pontiac. Downtown crosswalks connect the downtown either from one side of Woodward to the other or provide a gateway or entrance to the downtown. Type A2 Crosswalks are important to the byway because downtowns provide eating establishments, shopping, services and entertainment both to local residents and the byway traveler. Examples of Type A2 crosswalks are at the north Davison Service Drive, Nine Mile and Maple.

¹ The Byway Corridor Management Plan adopted by the WA3 Board of Directors in December 2006 identifies the intrinsic resources for the byway. A copy of the plan can be found at www.woodwardavenue.org.

Type B - Community/District Connectors

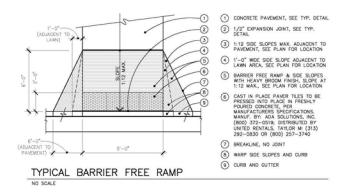
Type B pedestrian crosswalks are community/district connectors that provide connection for a specific local draw and may be historically significant in the community (and/or state), but not necessarily to the byway. Typically, they would occur at major intersections. Examples of Type B crosswalks are at Milwaukee (New Center) and several of the Mile roads.

Type C - Remainder

Type C pedestrian crosswalks are essentially all other crosswalks that do not meet the criteria established for Type A and Type B crosswalks. From a byway and community standpoint, they are less significant than Type A and B and do not occur at major intersections.

Crosswalk Elements

The design of Type A1, A2 and Type B pedestrian crosswalks should include elements that enhance the user experience, as well as strengthen the identity of the local district, and/or of the byway (see matrix for detail). All crosswalks should be barrier free and include barrier free ramps consistent with current MDOT standards. Crosswalk elements include:



Pedestrian Crosswalk Signalization – Appropriate pedestrian signalization should be incorporated into all crosswalk designs (A1& A2, B, C), that provide adequate time for pedestrians, including handicapped users to cross Woodward. Countdown style signalization should be utilized at Type A1 & A2 locations to allow pedestrians to anticipate signal changes. Type A1 & A2 crosswalks should also incorporate traffic signals with mast arms consistent with byway traffic signal standards.

Crosswalk Designation – Crosswalk designation across Woodward may include a change in paving materials and/or surface treatment (e.g. concrete, colored concrete, stamped concrete, stamped asphalt or pavement with a textured finish, etc.) or include continental style (zebra) painted markings. Type A1 & A2 crosswalks should include paving material changes. Type B crosswalks could include material change, but should include painted markings as a minimum. Type C crosswalks typically would only have painted markings.



Mast Arm Style Signal Example



Timed Signal Example



Crosswalk Designation Example (Continental)



Crosswalk Designation Example (Pavement Change)



Crosswalk Designation Example

District/Community Identity Elements — District/Community identity elements are unique to a particular district/community along the byway. They may include architectural element(s), icons, sculpture, landscape treatment(s), signage, etc. These elements respond to and identify and/or strengthen the identity of the district/community. District identity element(s) should be included in all Type A1 & A2 and Type B crosswalk designs.

Woodward Heritage Identity Elements – Woodward Heritage Identity elements respond to the historic significance of Woodward Avenue. They may include a Woodward Tribute, historical plaque, interpretive signage, icon or other type of element that relates information about a specific historical attribute, or event associated with the byway itself. The information presented educates the user about the history of Woodward Avenue. Woodward Heritage identity elements should be included in all Type A1 crosswalk designs.



District Identity Icon Example



District Identity Example



District Identity Example



Woodward Tribute (Heritage) Example



Woodward Heritage Identity Example



Woodward Heritage Identity Example

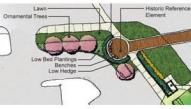
Historical Reference Element – Historical reference elements respond to the historical significance of a district or particular byway significant destination. It educates the user about a historical aspect (event, architecture, cultural, etc.) relative to the area that the byway passes. They may include a plaque, icon or other type of elements that presents historical information associated with the district and/or a byway significant destination. These elements should be included in all Type A1, A2 and Type B crosswalk designs.



Historical Reference Example

Lighting – Pedestrian crosswalks should be adequately illuminated. Pedestrian scaled light fixtures may be used to help visually reinforce crosswalk locations at night and provide 'human scaled' lighting. Lighting fixtures and poles for Type A1 and A2 crosswalks should be consistent with styles established for the byway (per the *Woodward Avenue Public Spaces Design Framework Plan*). It is preferable if Type B crosswalks include lighting styles consistent with byway standards.

Plantings – Landscape plant material may be used to enhance and visually reinforce crosswalks. Landscape treatment may occur at initial point of the crossing and carry over into the median. It may be unique to the crossing, making it a more identifiable location. Plantings should be included in all Type A1 & A2 and Type B crosswalk designs.



Crosswalk with Plantings Example



Crosswalk with Plantings Example

Curbed 'Bump-Outs' – Where parallel parking exists, curbed 'bump-outs' should be provided at crosswalk locations to offer an enlarged safe standing area for waiting pedestrians.

Bollards - Bollards should be considered in Type A1 & A2 crosswalk designs where heavily pedestrian traffic is anticipated such as near Comerica Park and Hart Plaza. Bollards offer an additional visual queue of the crossings, as well as physical protection for the pedestrian. A metal bollard style compatible with the Byway light poles should be selected



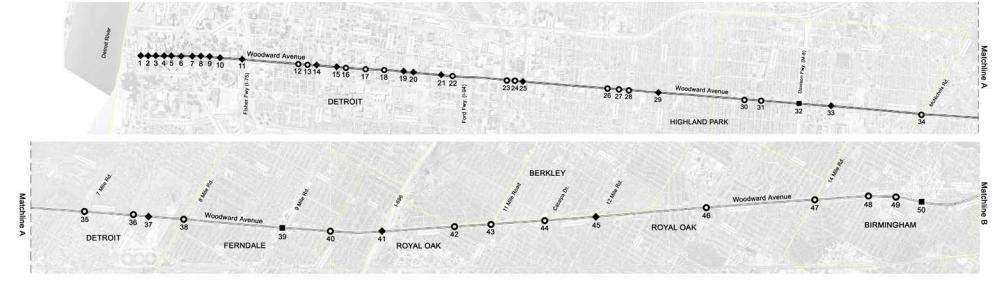
Bollard Examples

CROSSWALK ELEMENT	TYPE A1	TYPE A2	ТҮРЕ В	TYPE C
Pedestrian Crosswalk Signalization	X	Х	X	X
Pedestrian Crosswalk Signalization w/Count Down	Х	Х		
Mast Arm Signalization	Х	Х		
Crosswalk Designation - Painted			X	X
Crosswalk Designation – Pavement/Material Change	Х	Х	Optional	
District Identity Element	Х	Х	Optional	
Woodward Heritage Identity Element	Х			
Historical Reference Element	Х	Х	Optional	
Lighting	Х	Х	Х	
Plantings	Х	Х	X	
Bump-Outs (if applicable)	Х	Х	Х	
Bollards	Optional	Optional		

X = To be included in crosswalk design

Typical Pedestrian Crosswalk Design and Construction Sequence/Time Frame

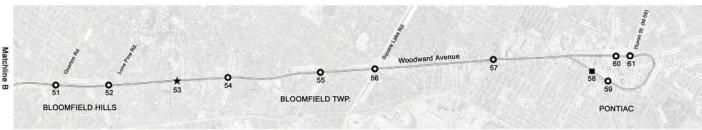
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14
Topographic survey of intersection	•	-												
Identify elements to be included in design of crosswalk	•	-												
Schematic Design of Crosswalk and associated enhancements		•—	•											
Budget estimate of proposed work			••											
Review of Schematic Design & budget estimates w/WA3 and City			•—	•										
Preliminary review with MDOT (informal meeting)				•										
Permit Drawings (pre-bid documents) & submit to MDOT for review				•		MDOT Res	view •							
Revise drawings as required & resubmit to MDOT for approval							● MDO	Review						
Production of Construction/ Bid Documents								•	•					
Bid Phase									•	-				
Award contract										•	•			
Construction and Inspections												•	•	
Record Drawings														•
Warranty Period (1 year)														,





- 4 Fort (A1)
- 5 Michigan Ave. (A1) 6 - Gratiot (A1)
- 7 Grand River (A1)
- 8 John R (A1)
- 9 Adams/Park/Grand Circus (A1)
- 10 Elizabeth/Montcalm (A1)
- 11 Fisher (A1)
- 12 Charlotte (B)
- 13 Peterboro (B)
- 14 Mack (A1)
- 15 Parsons (A1)
- 16 Alexandrine (B) 17 - Canfield (B)
- 18 Forest (B)
- 19 Warren (A1)
- 20 Farmsworth (A1)
- 21 Palmer (A1)
- 22 Kirby (B)
- 23 Baltimore (B)
- 24 Milwaukee (B)
- 25 Grand Blvd. (A1)
- 26 Seward (B)
- 27 Holbrook (B)
- 28 Clairmount (B)
- 29 Chicago Blvd./Arden Park Blvd. (A1)
- 30 McGregor/Library/Cortland (B)
- 31 Glendale/McLean (B)

- 32 Davison Fwy. (A2) 33 - Manchester (A1) 34 - McNichols (B)
- 35 7 Mile Rd. (B)
- 36 State Fair Ave. (B)
- 37 Fair Entrance (A1)
- 38 8 Mile Rd. (B)
- 39 9 Mile Rd. (A2)
- 40 Oakland Rd. (B)
- 41 I-696 (A1)
- 42 Lincoln (B)
- 43 11 Mile Rd. (B)
- 44 Catalpa Dr. (B)
- 45 12 Mile Rd. (A1)
- 46 13 Mile Rd. (B)
- 47 14 Mile Rd. (B)
- 48 Lincoln (B)
- 49 Bowers (B)
- 50 Maple (A2)
- 51 Quarton (B)
- 52 Lone Pine (B)
- 53 Cranbrook (special treatment)
- 54 Long Lake (B)
- 55 Hickory Grove (B)
- 56 Square Lake/BL-75 (B)
- 57 South Blvd. (B)
- 58 Orchard Lake Rd./Auburn Rd. (A2)
- 59 Pike (B) **
- 60 Pike (B)
- 61 Huron St. (M-59) (B)



* Cranbrook (special treatment) - Cranbrook is an important intrinsic resource for the byway. The entrance to Cranbrook is not located at an intersection. Presently there is very little pedestrian access to Cranbrook. Plans are underway to provide safety paths in Bloomfield Township and Bloomfield Hills and discussions are advancing for increased mass transit. It is recognized that in the future there will be increased pedestrian activity to Cranbrook from Woodward Avenue. When this activity increases it is recognized that although there is no intersection at the entrance location, some type of special treatment will need to be provided for pedestrian safety.







WOODWARD AVENUE TYPE AI, A2 & TYPE B CROSSWALK LOCATIONS

^{**} Pontiac - The Pontiac Master Plan calls for making the west portion of the Woodward Loop two way and reconfiguring the east portion for local traffic. When this improvement is made, West Pike Street & West Huron will become gateway crosswalks into the Downtown.

The Commission agreed that if there is a street coming forward with a petition for improvement or if there is a street with an overriding issue as to why it should not be part of the program, it must be presented to the City by July 22nd.

The Commission received a letter from David and Tina Blodgett, 839 Randall Court opposed to the street improvements.

The Commission received a letter from Brian Day and Carla Calabrese, 646 Kimberley, requesting a re-evaluation of the assessment and requesting an installment plan for payments.

07-168-14 OFF-STREET PARKING REQUIREMENTS 33680 – 33692 WOODWARD AVE

City Planner Ecker presented the request to utilize four parking spaces on Benneville to fulfill a portion of the off-street parking requirements.

Commissioner Hoff suggested the Planning Department re-evaluate the parking requirements. Ms. Ecker explained that the Woodward Gateway Study will address this issue.

MOTION: Motion by McDaniel, seconded by Dilgard:

To approve the use of 4 parking spaces on Bennaville to fulfill a portion of the off-street parking requirements per Article 4, section 4.43 (G)(1) of the Zoning Ordinance for 33680 - 33692 Woodward Avenue, subject to any recommended repairs required by the Engineering Department.

VOTE: Yeas, 7

Nays, None Absent, None

07-169-14 MAST ARM TRAFFIC SIGNALS MASTER PLAN

City Engineer O'Meara presented the opportunity to upgrade the traffic signal at Woodward and Maple. He stated that MDOT has budgeted to upgrade the signal in the 2015-2016 budget year. He explained that the mast arm signals have been installed in the downtown, however there is no City policy which addresses the locations.

In response to a question from Commissioner Nickita, Mr. O'Meara explained that the Woodward Avenue Action Association did a study of the corridor and recommended the Woodward and Maple intersection be a mast arm signal.

Commissioner Nickita expressed reluctance for making a master plan on Old Woodward since the street has not been designed. Commissioner Rinschler agreed that there is no need for a plan. Commissioner McDaniel noted that the mast arm signals are massive and out of scale in the downtown.

MOTION: Motion by Rinschler, seconded by McDaniel:

To direct staff to notify the MI Dept. of Transportation relative to the City's desire to install a mast arm signal at the intersection of Woodward Ave. and Maple Rd. in conjunction with MDOT's upcoming signal modernization, and to budget for the work accordingly in the fiscal year 2015/16 budget request.

7 July 14, 2014



MEMORANDUM

City Clerk's Office

DATE: January 21, 2019

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Mynsberge, City Clerk

SUBJECT: 2019 Annual Review of Fee Schedule

INTRODUCTION:

The fee required to be paid and the amount of any bond required to be posted, or insurance required to be carried, to obtain any license to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required by the provisions of the Birmingham City Code is set by the City Commission through the Schedule of Fees, Charges, Bonds and Insurance.

Each year the fee schedule is reviewed by City departments to determine whether amendments are needed to cover the costs of service and processing.

BACKGROUND:

On the attached 2019 Proposed Fee Schedule, proposed changes are noted with the following codes:

CHANGE CODES AS LISTED ON FEE SCHEDULE

- A Fee has remained the same for many years
- B Proposed fee covers current costs
- C Pass through costs that reflects actual cost of service
- D Fee consistent with neighboring communities
- E New fee
- F Increase to cover normal inflationary increase
- G No longer provide this service
- H Other

Proposed changes for 2019 include:

City Clerk

- Remove fee for passport photos. This service has not been offered for a number of years.
- Adjust fee for acceptance of passport applications to \$35 in accordance with U.S. Department of State requirements.

Building Department

• Increase Site Evaluation fees to cover current costs. For new houses the increase is \$50, and for additions, accessory structures and impervious surfaces the increase is \$25.

Community Development

- Cross Connections Inspections/Re-Inspections is moved from Community Development to the Department of Public Services. There is no change in fees.
- Minor language change to remove a clause referring to a situation that is not a qualifier for reduced Special Land Use permit fees.

Engineering

- Remove Private Building Sewer Investigation Program, as it is no longer offered.
- Increase Trench Maintenance right-of-way permit fee to cover current costs.
- Add Small Cell Monthly License fees.

Fire Department

• Increase transport fees to cover increase from vendor.

Museum

- Limited use fees previously listed have been specified for use of the Allen House.
- Limited use fees for the Park/Grounds have been added.

Public Records Policy

The Public Records Policy is also reviewed annually. No changes are proposed for 2019.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

Adjustments to the fees are designed to cover the actual costs of providing services.

SUMMARY:

As a result of the annual review of City fees, seven departments are recommending increased fees in line with actual costs and clean up of language and layout of the fee schedule for 2019.

ATTACHMENTS:

1. 2019 Proposed Fee Schedule

SUGGESTED RESOLUTION:

To amend the Schedule of Fees, Charges, Bonds and Insurance, in the following sections, as stated in this report: City Clerk, Building Department, Community Development, Department of Public Services, Engineering, Fire Department, and Birmingham Museum.



FEES, CHARGES, BONDS, INSURANCE

The fee required to be paid and the amount of any bond required to be posted, or insurance required to be carried, to obtain any license to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required by the provisions of the Code of the City of Birmingham code shall be as hereinafter provided. These fees may be amended by resolution of the City Commission.

Adopted by Resolution #02-18-10 by the Birmingham City Commission at a regular meeting held February 8, 2010, effective February 14, 2010.

City Clerk

Marcy M Wess

DATE AMENDED	RESOLUTION NUMBER	<u>SECTION</u>
2/22/2010	02-30-10	Police - Parking Offenses and Fines
3/8/2010	03-44-10	Engineering - Schedule of Parking Fees
3/8/2010	03-48-10	Fire - EMS Transportation Fees
		Community Development - Vacant Property Registration
3/22/2010	03-37-10	Fee
5/10/2010	05-118-10	DPS - Water; Finance - Sewer Service Rates
5, 10, 2010	33 1,13 13	Engineering - Bidding Document Fee and Private Building
6/14/2010	06-150-10	Sewer Investigation Program Fee
6/28/2010	06-172-10	DPS - Sewer Lateral Fee
0/20/2010	00 172 10	Clerk - Voter Information Fees, Valet Parking Fee
		Museum - Research Fee
2/14/2011	02-38-11	Police - Non-metered zone, Precious Metal Dealer Fee
3/21/2011	03-72-11	DPS - Annual Dog Park Pass
4/11/2011	04-89-11	Clerk - Vendor and Peddler Fees
5/23/2011	05-141-11	DPS & Finance - Water/Sewer Rates
6/27/2011		
	06-172-11	DPS - Wedding Ceremony Fees
7/25/2011	07-190-11	DPS - Water and Sewer Connection Fees
		Clerk - Alcoholic Beverages for Consumption on the Premises
		Fee, Animal License Fee, Annual Licenses Criminal Background
		Check Fee, Frozen Confection Vendor Insurance Requirements
		Community Development - Lot Division Fee, Temporary Use
		Permit Fee, Zoning Ordinance Fees, Zoning Complinance Fees
		DPS - Water and Sewer Connection Fees, Wedding Rental
		(Parks) Fee
3/19/2012	03-74-12	Fire - EMS Transport Service Fee, Fire Code Operational Permits
6/11/2012	06-163-12	DPS - Water; Finance - Sewer Service Rates
9/10/2012	09-257-12	Museum - Allen House Event Request
12/17/2012	12-356-12	Clerk - Cemetery Fees
		DPS - Water and Sewer Connection Fees
		Community Development - Contractor Registration Fees,
3/18/2013	03-100-13	Bond Range
5/20/2013	05-163-13	DPS & Finance - Water/Sewer Rates (effective 7/1/13)
7/8/2013	07-203-13	Clerk - Special Event Fees
7/22/2013	07-211-13	DPS - Water/Sewer Connection Fees
12/16/2013	12-356-13	DPS - Water Meter Opt Out Plan Fees
		Community Development - Lot Division Fees, Mechanical &
		Refrigeration Permit Fees, Zoning Ordinance Fees Fire
		- EMS Transport Fees, Water Fee, Permit Fee,
		DPS - Frozen Water Line Fee, Water & Sewer Connection
		Fees, Water Disconnection Fee
4/28/2014	04-98-14	Police - Investigation Fees
	<u> </u>	DPS - Water; Finance - Sewer Service Rates (effective
5/19/2014	05-118-14	7/1/14)
7/28/2014	07-187-14	DPS - Grass & Noxious Weeds Civil Infraction
112012017	0, 10, 11	5. 5 Class & Norloas Woods Olvii Illiaction
		Clerk - background check fees, DPS - Refuse Collection &
3/30/2015	03-63-15	Water and Sewer Connection fees, Fire - Hydrant Use fees
3/30/2013	03-03-13	Engineering - Monthly Parking Permit Rates (effective
4/27/201E	04.04.15	7/1/15)
4/27/2015	04-86-15	DPS - Water; Finance - Sewer Service Rates (effective
E/10/2015	OF 110 1F	
5/18/2015	05-112-15	7/1/15)
8/10/2015	08-174-15	Clerk - Cemetery Fees
9/10/2015	09-191-15	Police - Pedicabs & Quadricycle Fees

		Fire - BLS Transportation & Loaded Mile Fees, move
		Hydrant Fees to DPS section.
		Building - swimming pool & replacement window bonds &
3/28/2016	03-99-16	lawn sprinkler and water heater update
5, 25, 25, 5		Engineering - Daily Parking Rate at all parking structures
6/6/2016	06-183-16	(effective 7/1/16)
5, 5, 2, 2		DPS - Water; Finance - Sewer Service Rates (effective
6/27/2016	06-203-16	7/1/16)
		Community Development - Lot Division Fee for
8/8/2016	08-252-16	Combination of Platted Lot
12/5/2016	12-364-16	Engineering (DPS) Trench maintenance fee;
		Community Development -Text change; Vents and
12/5/2016	12-364-16	Exhaust Fans (under 1500 C.F.M.) fee change
		Fire Department - Non-electronic reporting Administrative
12/12/2016	12-376-16	fee
2/27/2017	02-50-17	Engineering - Storm Water Utilty Fees & Credits
		Engineering-\$.50 increase in all parking meter rates; Police
		Daily Meter Bag Fee; City Clerk-Outdoor Dining Café
		Platform Fees, Removal/restoration of parking meter
5/22/2017	05-140-17	housings, valet parking Bag Meter Fee
		DPW & Finance - Water/Sewer Rate Changes for 2017-
6/26/2017	06-180-17	2018
		Clerk-Removal of Taxicabs due to State law. Community
		Development-increases in Site Evaluation fees & text
12/11/2017	12-339-17	change to include impervious surfaces
		Community Development - Adding Construction Site
2/26/2018	02-057-18	Maintenance Violations (Sec. 50-29)
		Water/Sewer Rate Changes for 2018-2019. Effective July
6/25/2018	06-188-18	1, 2018.
		City Clerk-Addition, under Alcoholic Beverages
		Consumption on the Premises, of Administrative Applicant
9/17/2018	09-256-18	Review fee.
		Clerk: remove passport fee; increase application fee.
		Building: increase Site Evaluation fees.
		Community Development: Cross Connections relocated to
		Department of Public Services section; remove clause at
		end of section regarding reduced SLU permit fees.
		Engineering: remove Private Building Sewer Investigation
		Program; increase Trench Maintenance ROW fee; add
		Small Cell Monthly License fees.
		Fire Dept.: increase transport fees.
1/20/2010	لم ما 4	Museum: Limited use fees specified for Allen House;
1/28/2019	tbd	limited use fees added for Parks/Grounds.

STANDARD INSURANCE REQUIREMENTS

Where insurance is required to be carried to make application for a permit or license, the applicant shall procure and maintain the following coverages and limits unless otherwise specified in this

Workers' compensation insurance. Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.

Commercial general liability (CGL) insurance. 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 broad form general liability extensions or equivalent.

Motor vehicle liability insurance. 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.

Additional insured. Commercial general liability insurance 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 employees 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 be primary,

Professional liability. Professional liability insurance with limits of not less than \$1,000,000 per claim if providing service that is customarily subject to this type of coverage.

Cancellation notice. Thirty days advance written notice of insurance cancellation, non-renewal and/or reduction or material change in coverage shall be provided to the city. Notice of cancellation, material change or reduction shall be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.

Proof of insurance coverage. The city shall be provided with certificates of insurance evidencing the coverages outlined above.

Expiration. If any of the above coverages expire, renewal certificates and/or policies must be provided to the city at least ten days prior to the expiration date.

Acceptability of insurance company. All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.

CITY CLERK'S OFFICE	EX	STING FEE	PROPOSED FEE	CHANGE CODE	Staff
Alcoholic beverages for consumption on the premises					
Initial fee	\$	1,500.00			
Administrative Applicant Review	\$	350.00			
Annual renewal	\$	350.00			
Transfer fee	\$	1,500.00			
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)					
<u>Animals (18-1)</u>					
Stray animal fines: See Police					
Pet dog and cat licenses:					
license for one year or less	\$	5.00			
license for two years	\$	10.00			
license for three years	\$	12.00			
license obtained 30 days after expiration	\$	20.00			
Kennels:					
Annual fee	\$	300.00			
Plus for each dog in excess of ten	\$	10.00			
Auctions (See Initial Merchants)	·				
Bicycle Rental Agencies (122-26) annual fee	\$	5.00			
Insurance: Motor vehicle liability insurance conforming with Michigan	·				
Vehicle Code § 520: \$20,000 per person/\$40,000 per accident for					
bodily injury claims/\$10,000 for property damage per occurrence.					
Charitable Solicitations (38-1)	Ν	lo charge			
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)		3			
Child Care Facilities (58-106)					
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)					
Child Care Center annual fee	\$	150.00			
Initial investigation fee	\$	100.00			
Day care home, family annual fee	\$	100.00			
Initial investigation fee	\$	100.00			
Day care home, group annual fee	\$	100.00			
Initial investigation fee	\$	100.00			
Christmas Tree Sales (26-88)	Ψ				
December 1 through December 25 - non-profit corporations					
and merchants assessed for personal property	ı	No charge			
All others	\$	100.00			
Deposit for clean up of lot (forfeited if not cleaned up	Ť				
by January 1st.)	\$	300.00			
Dancing Schools (26-201)	-	_ 55.55			
Investigation and annual fee	\$	50.00			
Day Care (See Child Care Facilities)	Ψ	50.00			
Electronic Video Game (14-106)					
Each game, annual fee (subject to additional fees and					
requirements for regulated use)	\$	50.00			
FOIA fees - See public records policy (attached)	Ψ	50.00			

CITY CLERK'S OFFICE	EXIS	STING FEE	PROPOSED FEE	CHANGE CODE	Staff
Fumigation (58-141)					
Fumigation Contractor, annual fee	\$	50.00			
Fumigation permit, per event	\$	25.00			
Insurance (58-144): Standard insurance requirements plus	·				
environmental impairment/pollution liability coverage					
Garage Public (54-26) - Annual Fee	\$	50.00			
Going out of Business (State Law)	*				
Up to 30 days	\$	50.00			
Limit two renewals, each	\$	50.00			
Greenwood Cemetery (126-26)	Ψ	33.00			
Grave space accommodating one full burial or three cremations	\$	3,000.00			
Additional Rights of Burial for cremated remains, each	\$	750.00			
Grave space accommodating two cremated remains	Ψ	2,000.00			
Grave space accommodating two cremated remains Grave space accommodating one cremated remains		1,000.00			
Administrative fee for transfer of grave ownership	\$	150.00			
Interment and disinterment fees:	Ψ	.00.00			
Cremation	\$	750.00			
Full Burial		1,200.00			
Foundation charges for markers & monuments:	φ	1,200.00			
-	\$	125.00			
Foundation Installment - per linear foot Marker or monument resets:	Φ	123.00			
Foundation installation charge as per above schedule, plus an hourly					
charge for removal of old foundation					
Weekend, holiday, and overtime interments. This fee					
in addition to the normal interment fee charged during					
regular working hours.	\$	400.00			
Horse Drawn Carriages (122-71)					
Company, annual fee	\$	50.00			
Carriage, each vehicle annual fee	\$	50.00			
Insurance: Standard insurance requirement, with coverage to include					
premises liability; personal injury liability; products liability; and horse					
or horses liability. (122-75)					
Hotels/Motels annual fee	\$	75.00			
1-50 Rooms	\$	300.00			
50+ Rooms	\$	500.00			
Initial Merchants: (All types including transfers)	\$	100.00			
Kennels (See Animals)	7	,			
Lumberyard annual fee	\$	50.00			
Marriage Ceremony Fee	\$	10.00			
Mechanical Amusement Device each device annual fee	\$	50.00			
(Subject to additional fees and requirements for	~	30.00			
regulated use.)					
Motor vehicle rentals (122-26)					
Annual fee	\$	50.00			
Insurance: Motor vehicle liability insurance conforming with Michigan	φ	30.00			
Vehicle Code § 520: \$20,000 per person/\$40,000 per accident for					
bodily injury claims/\$10,000 for property damage per occurrence.					

CITY CLERK'S OFFICE	EX	ISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
Open Parking Stations annual licenses (26-428)					
Lots accommodating 25 cars or less	\$	100.00			
Lots accommodating 26-50 cars	\$	125.00			
Lots accommodating 51-75 cars	\$	150.00			
Lots accommodating 76 cars or more	\$	200.00			
Outdoor Amusements (14-161)	Ψ	200.00			
Annual fee	\$	25.00			
Surety bond or cash deposit	\$	1,000.00			
Outdoor Dining license annual fee	\$	200.00			
Additional flat fee for off-season	\$	200.00			
	Ψ	200.00			
(subject to additional fees for use of city right of way)					
Insurance:					
Workers' Compensation Insurance, including Employer's Liability					
Insurance, in accordance with all acceptable statutes of the State					
of Michigan.					
Commercial General Liability Insurance on an occurrence basis with					
the limits of liability of not less than \$1,000,000 per occurrence and					
aggregate of \$2,000,000 for combined single limit personal injury and					
property damage, and shall include independent contractor's					
coverage and broad form general liability coverages.					
Liquor Liability Insurance (if liquor is to be served) on an occurrence					
basis with limits of liability of not less than \$1,000,000 per					
occurrence.					
Additional Insured: Commercial General Liability Insurance (and Liquor					
Liability, if applicable) shall name the City of Birmingham as additional					
insured for all activities connected with this Agreement and shall include					
an endorsement stating the following as: "Additional Insureds: The					
City of Birmingham, all elected and appointed officials, all employees					
and volunteers, all boards, commissions, and/or authorities and their					
board members, including employees and volunteers thereof. This					
coverage shall be primary to the additional insureds, and not					
contributing with any other insurance or similar protection available to					
the additional insured, whether said other available coverage be primary,					
contributory or excess, The authorized representative of the insurance					
carrier acknowledges that it has read the insurance provisions of the					
agreement between the City of Birmingham and the insured."					
Cancellation Notice, Thirty (30) days advance written notice of					
cancellation, non-renewal, reduction of material change in coverage, will					
be provided to the City of Birmingham by the insurance carrier.					
Proof of Insurance Coverage. The city shall be provided with					
certificates of insurance evidencing the coverages outlined above.					
Acceptability of insurance company. All coverages shall be with					
insurance carriers licensed to do business in the state. All coverages					
shall be with carriers acceptable to the city.					
Outdoor Dining Café Platform Meter Fees - Seasonal					
\$1.00 Per Hour Meter Areas	2	2,280.00			
\$1.50 Per Hour Meter Areas	Φ	3,420.00			
	Φ	88.29			
Removal of parking meter housing and/or posts - minimum fee (cost)	\$				
Removal of parking meter housing and/or posts - 1 meter space (cost)	\$	264.87			
Removal of parking meter housing and/or posts - 2 meter spaces (cost)	\$	441.45			Ĭ

CITY CLERK'S OFFICE	EX	ISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
Outdoor Dining Café Platform Meter Fees - Pro-Rated					
\$1.00 Per Hour Meter Areas (per space, per day)	\$	12.00			
\$1.50 Per Hour Meter Areas (per space, per day)	\$	18.00			
Passports	•				
				H-Required	
				by US Dept	
Acceptance of passport application	\$_	25.00	\$35.00	of State	CM
Two passport photos	\$	10.00		G	CM
<u>Pawnshops</u>					
Annual licensing fee	\$	500.00			
Annual criminal background check - per person (to be provided by applicant					
using the Michigan State Police ICHAT system) Peddlers and Commercial Vendors (Chapter 26)					
Annual criminal background check - per person (to be provided by applicant					
using the Michigan State Police ICHAT system)					
Special Event and School Vendor/Athletic Vendor in City Park					
Application Fee (per event/application)	\$	50.00			
Daily Fee (per day/location)	\$	10.00			
50% discount for Birmingham licensed merchants	•				
Frozen Confection Vendor					
Application Fee	\$	80.00			
Amendment to the Application	\$	26.00			
Annual License Fee	\$	500.00			
Insurance: Standard Insurance Requirements	·				
Peddling					
Application Fee (per event/application)	\$	50.00			
Amendment to the Application	\$	16.00			
Daily Fee Option (per day/location)	\$	10.00			
Yearly Fee Option (calendar year)	\$	1,825.00			
Poolroom, each billiard or pool table annual fee	\$	50.00			
(subject to additional fees for regulated use)					
Refuse Collector: (Chapter 90)					
Annual fee first truck	\$	150.00			
Each additional truck	\$	75.00			
Insurance: Proof of workers compensation coverage, motor vehicle					
liability insurance and the VIN number of each vehicle must be provided					
to the city prior to obtaining a license.					
Regulated Uses not otherwise listed Chapter 26:					
Application fee	\$	1,000.00			
Annual licensing fee	\$	200.00			
Rollerskating rinks annual fee (Chapter 14)	\$	50.00			
	Ψ	50.00			
Special Events (98-140) non-refundable application fee	Φ	165.00			
Annual Application fee	\$ \$	200.00			
First Time Event Application fee	Φ	∠00.00			
Additional permit fees as determined by administrative staff					
due two weeks prior to event with insurance documents.					
Insurance: Standard insurance requirements					

ITY CLERK'S OFFICE	EX	ISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
Telecommunications					
Application fee	\$	500.00			
Annual maintenance fee as determined by the Metro	·				
Authority pursuant to Act 48 of the Public Acts of 2002					
Theatres annual fee 14.26	\$	50.00			
Valet Parking	·				
Annual criminal background check - per person (to be provided by applicant					
using the Michigan State Police ICHAT system)					
Initial application fee	\$	1,000.00			
Annual license fee	\$	500.00			
One Day Valet Permit fee	\$	50.00			
Valet parking card deposit, per card	\$	20.00			
Fees per car:					
1-100 cars, pre-paying for six months in advance, per month	\$	500.00			
101-200 cars, pre-paying for six months in advance, per month	\$	750.00			
201 and above cars, pre-paying for six months in advance, per month	\$	1,000.00			
Valet Parking Meter Bag Fees - (Monthly)	\$	216.00			
Insurance: Workers' compensation insurance, including employers'					
liability coverage, in accordance with all applicable statutes of the state.					
Garage liability insurance with limits of liability of not less than					
\$1,000,000 per occurrence; or commercial general liability insurance					
endorsed to provide the equivalent of this coverage.					
Garage keepers legal liability insurance with limits of liability of not less					
than \$100,000.00 per occurrence; or commercial general liability					
insurance endorsed to provide the equivalent of this coverage.					
Additional insured. Garage liability and garage keepers legal liability					
insurance, as described above, shall name the city as additional					
insured for all activities connected with the valet parking service and					
shall include an endorsement stating the following as "additional					
insured": the city, all elected and appointed officials, all employees and					
volunteers, all boards, commissions, and/or authorities and their					
board members, including employees and volunteers thereof. This					
coverage shall be primary to the additional insureds, and not					
contributing with any other insurance or similar protection available to					
the additional insured, whether said other available coverage be primary,					
contributing or excess.					
Cancellation notice. Thirty (30) days advance written notice of					
insurance cancellation, nonrenewal, and/or reduction in material					
change in coverage must be provided to the city. Notice of cancellation					
material change or reduction must be attached to the certificate of					
insurance, or otherwise evidenced as in effect under the policy listed.					
Proof of insurance coverage. The following certificates and policies shall be provided to the city:					
Two copies of certificate of insurance for workers' compensation					
insurance.					
2. Two copies of certificate of insurance for garage liability insurance.					
3. Two copies of certificate of insurance for garage keepers legal					
liability insurance.					
If so requested, certified copies of all policies mentioned above will					
be furnished.					

CITY CLERK'S OFFICE	EXIS	TING FEE	PROPOSED FEE	CHANGE CODE	Staff
Expiration. If any of the above coverages expire, renewal certificates and/or policies must be provided to the city at least ten days prior to the expiration date. Acceptability of insurance company. All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.					
Voter Information Daily Absentee Voter List Voter Information List	\$ \$	15.00 5.00			

OMMUNITY DEVELOPMENT DEPT.	EXISTIN	G FEE	PROPOSED FEE	CHANGE CODE	Staff
Administrative approval (Planning Department)	\$ 10	00.00			
Brownfield Developments					
Application fee non-refundable and non-reimbursable	\$ 1,50	00.00			
Outside consultant fees reimbursement:					
Where a review of applications, plans, construction documents, Brownfield					
development documents or any other documents is performed by outside					
consultants engaged by the city, a review fee shall be charged at 1.05 times					
the actual cost. Payment shall be in advance of the review based on					
estimated cost.					
Building Permits (Chapter 22)					
(a) Building permit fees:					
The building permit fee is determined from the total construction value as					
shown in the most recent edition of the ICC Building Evaluation Data Square					
foot construction costs. For all use groups except one and two family					
residential, the minimum square foot construction cost is 100% of the value					
shown in construction costs table; for renovations the minimum square foot					
construction costs is 50% of the value shown in the table. For residential one					
and two family structures, the minimum square foot construction cost is \$125.					
(b) Total Construction Valuation:					
Permit fees are computed at \$85.00 for the first \$1,000 of construction valuation;					
\$10.00 for each additional \$1,000 (or fraction thereof) up to \$100,000					
of construction valuation; and \$15.00 for each additional \$1,000 (or					
fraction thereof) over \$100,000 of construction valuation.					
(c) Refunds:					
Refunds of any permit fees are subject to a minimum of 25 percent					
for administrative services with no construction work commencing.					
After construction has started, fees will be refunded proportionately as					
determined by the building official. Any permit fee for construction that is					
75 percent or more completed will not be refunded.					
(d) Plan examination fees:					
When a plan is required to be submitted, a plan review fee must be					
paid at the time of submitting plans and specifications for review. The					
review fee shall be \$85.00 for projects up to \$10,000 in construction					
value; all other plan examination fees shall be computed as shown					
below:					
Construction value up to \$10,000	\$ 8	35.00			
Construction Value from \$10,001 to \$500,000		ruction			
	value multip 0.0020 \$	-			
		nimum			
Construction Value over \$500,000	\$1,00	00 plus			
	construction	n value lied by			
	•	0.0010			
The building plan review fee shall be multiplied by 1.25 when MEAP					
reviews are required.					
An administrative fee equal to the permit fee may be charged in					
addition to the permit fee, when work is started and/or completed					
without first obtaining the permit. Plan review fees are not refundable.					
(e) Construction Bonds					
In addition to the required building permit fee, a cash bond must be					
posted at the time the permit is issued in accordance with the					
following schedule:					
Construction value between \$0-\$10,000	\$ 10	00.00			

COMMUNITY DEVELOPMENT DEPT.	E	XISTING FEE	PROPOSED FEE CHANGE CODE	Staff
Construction value between \$10,001-\$50,000	\$	200.00		
Construction value between \$50,001-\$100,000	\$	300.00		
Construction value between \$100,001-\$500,000	\$	500.00		
Construction value of \$500,001 and up	\$	1,000.00		
Swimming Pools	\$	1,000.00		
Window Permits	\$	500.00		
Upon satisfactory completion of all final inspections required, and				
the issuance of a certificate of occupancy, if applicable, the				
construction bond will be returned upon request without				
interest.				
(f) A reinspection fee may be required by the building official	\$	50.00		
(g) Bonding requirements for a temporary certificate of occupancy:				
When a temporary certificate of occupancy is issued prior to completion of the entire work covered by the permit, a cash bond shall be posted in an amount as determined by the building official up to \$10,000 for residential dwellings and \$100,000 for commercial buildings or spaces based on the cost of completing all remaining and outstanding work. (h) Bonding requirements for maintenance and replacements costs of public right-				
of-way facilities: A bond shall be posted prior to the issuance of a building permit for new construction in the amount of \$5,000 to assure that the public right-of-way is				
properly maintained at all times during construction. This includes the replacement of city sidewalk, curb and gutter, and the re-establishment of green space in the public right-of-way.				
Board of Building Trades Appeals				
Single family residential	\$	310.00		
All other construction	\$	510.00		
Construction Site Maintenance Violations (Sec. 50-29)				
Municipal Civil Infraction Penalty	\$	100.00		
First Offense	\$	250.00		
Second Offense	\$	500.00		
Subsequent Offenses	\$	500.00		
Building Permit Holders				
Five or more violations at same site within one calendar month	\$	500.00		
Contractor Annual Registration Fees				
Building Contractor	\$	25.00		
Electrical Contractor	\$	25.00		
Mechanical Contractor	\$	5.00		
Plumbing Contractor	\$	15.00		
Cross Connections Inspections/Re-Inspections (114-122)				
Fee	\$	50.00	Fees to be moved to	
Plus, a per hour charge, to be charged at 1/4 hour increments, per city employee or city representative for the time spent on such inspections or re-			Department of Public Services section. No	
inspections concerning a particular water consumer.			change in fee amounts.	BR
Device test report review, per report	\$	10.00		
<u>Demolition of Buildings</u>				
Less that 3,000 cubic feet	\$	125.00		
3,000 to 50,000 cubic feet	\$	200.00		
More than 50,000 cubic feet	\$	300.00		
Performance cash bond:				
Minimum (as determined by the building official)	\$	100.00		
Maximum (as determined by the building official)	\$	50,000.00		

OMMUNITY DEVELOPMENT DEPT.	EX	STING FEE	PROPOSED FEE	CHANGE CODE	Staff
Electrical Installation (Chapter 22)					
Base fee	\$	50.00			
Reinspection Fee	\$	50.00			
120 volt or 277 volt first circuit	\$	15.00			
120 volt or 277 volt each additional circuit	\$	8.00			
Each 208V, 240V, 480V branch circuits	\$	20.00			
First 25 lights, receptacles and switches	\$	20.00			
Each additional set of 20	\$	15.00			
First sign	\$	50.00			
Feeders/Buss Ducts:	·				
First 100 feet	\$	25.00			
Over 100 feet	\$	15.00			
Commercial fire alarms:	•				
Fire alarm panel	\$	30.00			
Each alarm device	\$	10.00			
Residential smoke detectors up to 8 units, 120 volts	\$	20.00			
Low voltage smoke alarm with panel	\$	50.00			
Residential smoke alarm system less than 50 volts with panel	\$	50.00			
Services or transformers:	~	55.55			
30 AMP to 200 AMP	\$	35.00			
201 AMP to 400 AMP	\$	50.00			
Over 401 AMP	\$	100.00			
A/C Interrupt service	\$	20.00			
Temporary service up to 200 AMP	\$	40.00			
Sub panel: Sidewalk inspection req:	Ψ	10.00			
Each additional sign	\$	20.00			
Each residential A/C	\$	35.00			
Furnace/unit heaters	\$	20.00			
Pools/hot tubs/spas	\$	50.00			
Appliances/disposal/dishwashers	\$	10.00			
Commercial HVAC:	Ψ	10.00			
5 ton or less ach	\$	50.00			
Over 5 ton each	\$	75.00			
Motors - Commercial only:	Ψ	70.00			
1/4 HP up to 10 HP each	\$	25.00			
Over 10 HP to 30 HP each	\$	40.00			
Over 30 HP each	\$	60.00			
New house construction minimum of four inspections requires	Ψ	00.00			
An administrative fee equal to the permit fee may be charged in addition to the permit fee when work is started and/or completed without first obtaining the permit.					
Equipment installation permit fee	\$	10.00			
Final site inspection fee (Planning Dept.)	\$	100.00			
Housing:					
Housing Board of Appeals Fee:					
Residential dwelling unit	\$	310.00			
Other - Commercial	\$	510.00			
Housing Inspections Owner Authorized:					
One and two-family dwellings:					
Building structure fee per dwelling unit	\$	200.00			
Electrical fee per dwelling unit	\$	100.00			
Plumbing fee per dwelling unit	\$	100.00			
Heating and refrigeration fee per dwelling unit	\$	100.00			
Landlord Licenses (See Rental Properties)					

DMMUNITY DEVELOPMENT DEPT.	Ē	CISTING FEE	PROPOSED FEE CHANGI	Staff
ot Division (Chapter 102):				
Fee per parcel created from each platted or unplatted lot (lot splits)	\$	200.00		
Boundary Adjustment for single family dwelling:				
Separation of platted lots (fee per each lot)	\$	200.00		
Combination of platted lots (fee per each lot)	\$	200.00		
assage Permits (26-251):				
Investigation fee to operate massage facility (subject to additional fees for	\$	250.00		
regulated use)				
Investigation fee to perform massage service	\$	25.00		
Change of location (subject to additional fees for regulated use)	\$	100.00		
echanical Permits:	·			
Base Fee	\$	50.00		
Gas/oil furnace/boilers, etc:	*	00.00		
100,000 BTU or less	\$	60.00		
Over 100,000	\$	70.00		
Over 500,000	Ф \$	80.00		
Ductwork	\$ \$	50.00		
		30.00		
V.A.V. boxes (variable air volume) each	\$			
Humidified or air cleaner	\$	30.00		
Mfg, fireplace (gas or solid fuel), stoves (solid fuel) includes chimney	\$	30.00		
Gas or oil space heaters	\$	30.00		
Automatic flue damper	\$	25.00		
as part of furnace	\$	10.00		
Gas piping - first two openings	\$	30.00		
additional openings each	\$	5.00		
Air handling systems:				
Vents & Exhaust Fans:				
Under 1,500 c.f.m. each	\$	15.00		
1,500 to 10,000 c.f.m. each	\$	35.00		
Over 10,000 c.f.m. each	\$	55.00		
Heat Pumps:				
To 50,000 BTU	\$	30.00		
To 200,000 BTU	\$	40.00		
To 500,000 BTU	\$	50.00		
Over 500,000 BTU	\$	75.00		
Fire Suppression Systems:				
Standpipe systems:				
2-1/2" thru 4"	\$	50.00		
Over 4"	\$	70.00		
Fire pumps & connections	\$	75.00		
Fire sprinkler system:				
First head up to 20 heads	\$	50.00		
Each additional head	\$	3.00		
Hood and duct fire suppression systems:	·			
Each establishment system- minimum	\$	75.00		
Each additional system at same establishment	\$	30.00		
Refrigeration:	Ψ	55.50		
Self contained refrigeration systems	\$	40.00		
	φ	40.00		
Remote refrigeration systems:	æ	E0 00		
Up to 10 HP	\$	50.00		
10 HP up to 50 HP	\$	70.00		
Over 50 HP	\$	95.00		
Water heater	\$	30.00		
Chimney liner	\$	20.00		Ī

OMMUNITY DEVELOPMENT DEPT.	EXI	STING FEE	PROPOSED FEE	CHANGE CODE	Staff
Hydronic Floor Heat:					
Up to 2,000 square feet	\$	50.00			
Over 2,000 square feet	\$	60.00			
Geo Thermal:					
Up to 100,000 BTU	\$	75.00			
Over 100,000 BTU	\$	90.00			
Additional reinspection	\$	50.00			
Reinspection fee	\$	50.00			
An administrative fee equal to the permit fee may be charged in addition					
to the permit fee, when work is started and/or completed without first					
obtaining the permit.					
ewsracks (90-160)					
Review fee for each newsrack box	\$	50.00			
Annual registration for each newsrack box	\$	50.00			
lumbing Permits					
Base Fee	\$	50.00			
Automatic washer	\$	15.00			
Backflow preventer	\$	25.00			
Bathtub	\$	15.00			
Catchbasin	\$	50.00			
Dental Chair	\$	15.00			
Dishwasher	\$	20.00			
Drains to 6 inches	\$	25.00			
Drains over 6 inches	\$	40.00			
Drinking fountain	\$	15.00			
Floor drain	\$	15.00			
Garbage disposal	\$	15.00			
Grease trap	\$	30.00			
Hose bibbs	\$	15.00			
Humidifier	\$	15.00			
Inside drain (weep tile)	\$	15.00			
Laundry tray	\$	15.00			
Lavatory	\$	15.00			
Lawn sprinkler - including Backflow Device	\$	50.00			
Miscellaneous equipment	\$	15.00			
Reinspection fee	\$	50.00			
Roof sump	\$	15.00			
Safe waste	\$	15.00			
Sewers to 6 inches	\$	50.00			
Sewers to 8 inches	\$	60.00			
Sewers to 10 inches	\$	75.00			
Sewers to 12 inches	\$	100.00			
Sewers over 13 inches	\$	100.00			
Shower trap	\$	15.00			
Stacks, conductors	\$	15.00			
Stand pipe	\$	15.00			
Sump w. pump	\$	30.00			
Urinal	\$	15.00			
Water closet	\$	15.00			
Water distribution:					
3/4 inch	\$	30.00			
1 inch	\$	30.00			
1 1/4 inch and 1 1/2 inch	\$	35.00			
2 inches	\$	45.00			

DMMUNITY DEVELOPMENT DEPT.	EX	ISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
3 inches	\$	60.00			
4 inches	\$	70.00			
Over 4 inches	\$	75.00			
Water heater	\$	30.00			
Water service:	Ψ	00.00			
1 inch	\$	65.00			
1 1/2 inch	\$	65.00			
2 inches	\$	65.00			
Over 2 inches	\$	125.00			
Additional inspection	Ф \$	50.00			
·	э \$	50.00			
Reinspections	Ф	50.00			
An administrative fee equal to the permit fee may be charged in addition to the permit fee, when work is started and/or completed without first obtaining the permit.					
oduction filming fees 114-168:					
Permit application fee (non-refundable):					
Motion picture, television, or video on private property only	\$	125.00			
Motion picture, television, or video on public property	\$	225.00			
Still photography only on private property	\$	50.00			
Still photography only on public property	\$	100.00			
Additional fee for expedited processing if less than normal processing time is required. (Late application processed at the discretion of the city manager or	Ψ	100.00			
his/her designee)	\$	150.00			
Daily public property use fee (from prep to clean-up time):					
Motion picture, television, or video, per day	\$	75.00			
Public property location holding - per day	\$	75.00			
On-street base camp - per day (if approved)	\$	25.00			
Parking space rental - per day	Cl	urrent rate			
Extended hours of permitted filming activity: Any film permitted activity beyond 7:00 a.m. to 7:00 p.m. or driving scenes on major, minor, or neighborhood roads requiring special barricades, noticing, and/or public safety personnel (hourly rates for staff time to be calculated and charged separately). Security deposit:	\$	75.00			
A refundable security deposit may be required to cover any unanticipated city staff costs, clean-up costs, refund fees to user groups affected by the film permit activities, and/or other expenses not included/anticipated in the initial film permit fee calculation. Staff costs:	\$	500.00			
Monitoring fee for additional police, fire, ordinance enforcement, public works, recreation and parks, or other staff as determined by the city manager or his/her designee; fee will be estimated based on hours needed and scheduled. Staff time to be based on most current city overtime rate schedule and calculated and paid in advance of film permit activities.					
Insurance: (Sec 14-172 (5) (6) (8) Standard insurance requirement plus limits of liability of not less than \$5,000,000 per occurrence in the event motor vehicles, aircraft, helicopters, explosives or pyrotechnics are used in the activity. Also, the permittee shall execute a hold-harmless agreement as provided by the city prior to the issuance of any permit.					
ental Properties					
Fee for rented or leased premises:	•				
First unit	\$	125.00			
For properties containing more than one unit:					
Add, per additional unit or common/exterior area, to the one-unit fee Additional re-inspection fee for rental properties requiring additional	\$	40.00			
inspections, plus \$25.00 for each additional unit beyond the first unit.	\$	75.00			

OMMUNITY DEVELOPMENT DEPT.	E	(ISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
The fee shall be increased by 50 percent for any application received					
more than 30 days after the required renewal date.					
Signs (Chapter 86)					
Construction	\$	50.00			
Temporary - non-residential zone districts - permit per 30 square feet or	·				
fraction 86-133	\$	50.00			
Temporary - churches in residential zone districts 86-70	\$	25.00			
Marquee and roof annual fee	\$	200.00			
Others:	Ψ	_00.00			
Permit per square foot	\$	2.00			
Minimum	\$	100.00			
Inspection fee every three years	\$	50.00			
Removal fee 86-59 86-111	\$	50.00			
Sign impound fee, per sign	\$	25.00			
Sign inspection bonds per required inspection	\$	200.00			
ign Erectors (Chapter 86)	Ψ	200.00			
Original license	\$	25.00			
Renewal - annual fee	φ \$	15.00			
Bond	φ \$	5,000.00			
ign Removal: Failure to comply with notice to remove, daily	Ψ	3,000.00			
ne to commence on 31st day after notice to remove is issued.	\$	25.00			
ite Evaluation	Ψ	25.00			
New house	¢	200.00	\$250.00	В	BR.
	φ	100.00	•	В	BR
Addition, accessory structure and impervious surfaces pecial Land Use Permits (See Zoning)	Φ	100.00	\$125.00	В	DK
subdivision plats (Chapter 102)					
Tentative preliminary plat approval		¢2 500 00			
Fee Plus per lot		\$2,500.00 \$10.00			
·		φ10.00			
Final preliminary plat approval		¢4 000 00			
Fee		\$1,000.00			
emporary Structure (Tents, Canopies, etc)	Φ.	400.00			
Original permit	\$	100.00			
Renewal	\$	25.00			
Plan checking fee	\$	50.00			
Temporary Use Permit	\$	100.00			
/acant Property Registration Fee	•	400.00			
Residential	\$	100.00			
Commercial	\$	100.00			
Safety and maintenance inspection	\$	75.00			
Administrative costs: Inspector per hour	\$	55.00			
Support staff per hour	\$	45.00			
Sanctions, remedies, penalties:	_				
First offense	\$	150.00			
Second offense and any other subsequent offense	\$	500.00			
Coning Ordinance Fees					
Board of Appeals	_				
Single family residential	\$	310.00			
All others	\$	510.00			
Community Impact Review	\$	2,050.00			
Design review fee	\$	350.00			
Historic district review					
Single family residential district	\$	-			
All other zone districts	\$	350.00			

OMMUNITY DEVELOPMENT DEPT.	E	XISTING FEE	PROPOSED FEE CHANGE CODE	Staff
Public notice signs for land development applications				
Fee	\$	50.00		
Deposit	\$	100.00		
Site Plan Review				
R-4 through R-8 zone districts fee	\$	850.00		
Plus, per dwelling unit affected by minor construction or minor				
site plan changes, as determined by the planning director	\$	50.00		
Or, plus, for each dwelling unit in the entire complex for all other				
site plan changes, as determined by the planning director	\$	50.00		
Non-residential districts fee	\$	1,050.00		
Plus per acre or fraction thereof	\$	50.00		
Special Land Use Permits				
*Special land use	\$	800.00		
Plus, site plan review	\$	1,050.00		
Plus, design review	\$	350.00		
Plus, publish of legal notice	\$	450.00		
Annual renewal fee	\$	200.00		
Temporary Use Permit	\$	100.00		
Zoning Compliance Letters	\$	50.00		
Zoning Compliance Permit Fees				
Accessory Structures Under 200 Square Feet	\$	125.00		
Fence Permit - Single Family Zoned Districts	\$	50.00		
Impervious Surface (driveway, patio, etc.) Single Family Zoned Districts	\$	125.00		
Zoning Ordinance Interpretation (Formal Report)				
One & two family zone districts		\$125.00		
All other zone districts		\$175.00		
THE FEES FOR DESIGN REVIEW, SITE PLAN REVIEW, HISTORIC DISTRICT REVIEW AND SPECIAL LAND USE PERMITS SHALL BE DOUBLE THE LISTED AMOUNTS IN THE EVENT THE PROPOSED PROJECT IS COMMENCED PRIOR TO FILING OF AN APPLICATION FOR REVIEW BY THE CITY.				
* Special Land Use permit fees may be waived at the discretion of the City Manager where an amendment is sought by the applicant to change the name of the establishment, or remove parties from the permit when it involves a liquor license associated SLUP. and the establishment is not in operation.			H-Not a qualifier for reduced fee.	JE

DEPARTMENT OF PUBLIC SERVICES	E	XISTING FEES	PROPOSED FEE	CHANGE CODE	Staff
Cross Connections Inspections/Re-Inspections (114-122)					
Fee	\$	50.00	Moved from		
Plus, a per hour charge, to be charged at 1/4 hour increments, per city employee or city			Community		
representative for the time spent on such inspections or re-inspections concerning a			Development	section.	
particular water consumer.			No change in	fee	BRJ
Device test report review, per report	\$	10.00	amounts.		
Dog Park Annual Pass:					
Resident	\$	50.00			
Non-Resident	\$	200.00			
Golf Course Fees - Adjusted annually by resolution of City Commission with recommendation of Parks and Recreation Board					
Grass & Weed Violations (118-66 to 118-68)	Φ	405.00			
Cutting charge for properties less than or equal to 50 feet wide	\$	135.00 200.00			
Cutting charge for properties greater than 50 feet wide Municipal Civil Infraction Fine (in addition to cutting charge):	\$	200.00			
First Offense	\$	50.00			
Second Offense	\$	100.00			
Third Offense	\$	200.00			
All violations after the third offense in a calendar year	\$	200.00			
Hydrant Use	·				
Deposit (if required as determined by Fire Chief)	\$	100.00			
Permit Fee	\$	160.00			
Water Charge	\$	64.75			
Includes 5000 gallons at standard charge. Water charge in excess of 5000					
gallons will be charged at double rate \$25.90 per thousand gallons.					
This rate may be revised every year effective July 1st.	\$	25.90			
Hydrant Repair To be calculated by DPS, Will include labor, equipment, material					
Ice Arena Fees - Annual evaluation at budget					
Leisure Activity Pass:					
First year	\$	15.00			
Revalidate/Replace for subsequent seasons	\$	10.00			
Recycle Bins	cui	rent cost			
Refuse collection charges (Chapter 90) Fill-A-Dump	\$	300.00			
Snow Removal from Sidewalks (98-66 - 98-68) - minimum charge	\$	100.00			
Tree Preservation (Chapter 118)	τ'				
Registration for tree service business	\$	100.00			
Sanctions, remedies, penalties:	•				
First offense, per tree	\$	500.00			
Second offense, per tree	\$	1,000.00			
Water					
Customer requested service, emergency, 2 hr. minimum plus equipment and					
materials if applicable	\$	200.00			
Meter department service fee, plus equipment and materials if applicable	\$	80.00			
Meter department service fee for no show appointment	\$	40.00			
Final meter reading without 24 hour notice	\$	150.00			
Stop box construction deposit (includes \$100 inspection \$400 refundable	\$	500.00			
Curb box and lid repair (done by city)	\$	500.00			
Opt Out Plan Meter Reading Fee	\$	12.02			
Frozen water service line thaw - first visit		no charge			
Frozen water service line thaw - second visit and beyond (\$200 minimum)		ne & material 00 minimum)			

DEPARTMENT OF PUBLIC SERVICES		XISTING FEES	PROPOSED FEE	CHANGE CODE	Staff
Water					
Additional charge for water used:					
For each 1,000 gallons or part thereof	\$	4.87			
Service of notice of intent to discontinue service for non-payment of charges (114-303)	\$	50.00			
Meter department service fee	\$	80.00			
Meter department service fee for no show appointment	\$	40.00			
Final meter reading without 24 hour notice	\$	150.00			
Stop box construction deposit (includes \$100 inspection					
\$400 refundable)	\$	500.00			
Curb box and lid repair (done by city)	\$	500.00			
Water Rates					
Meter Size					
5/8" Quarterly fixed charge	\$	5.00			
5/8" Monthly fixed charge	\$	1.67			
1" Quarterly fixed charge	\$	8.00			
1" Monthly fixed charge	\$	2.67			
1 1/2" Quarterly fixed charge	\$	12.00			
1 1/2" Monthly fixed charge	\$	4.00			
2" Quarterly fixed charge	\$	16.00			
2" Monthly fixed charge	\$	5.33			
3" Quarterly fixed charge	\$	24.00			
3" Monthly fixed charge	\$	8.00			
4" Quarterly fixed charge	\$	32.00			
4" Monthly fixed charge	\$	10.67			
6" Quarterly fixed charge	\$	48.00			
6" Monthly fixed charge	\$	16.00			
8" Quarterly fixed charge	\$	64.00			
8" Monthly fixed charge	\$	21.33			
Special charges to the city	Ψ	21.00			
Annual charge for fire hydrants	\$	18.50			
Annual charge for drinking fountains	\$	20.00			
Water & Sewer Connections (Chapter 114):	Ψ	20.00			
Water Service Only - Single Trench					
Easement 1":					
Service Install	\$	1,790.00			
Water Meter, MTU, Brass Meter Spuds, and Trip	\$	657.00			
Water for Construction	\$	50.00			
Total	\$	2,497.00			
Easement 1 1/2":					
Service Install	\$	2,010.00			
Water Meter, MTU, Brass Meter Flanges, and Trip	\$	1,850.00			
Water for Construction	\$	70.00			
Total	\$	3,930.00			
Easement 2":					
Service Install	\$	2,210.00			
Water Meter, MTU, Brass Meter Flanges, and Trip	\$	2,060.00			
Water for Construction	\$	95.00			
Total	\$	4,365.00			
All Paved Surfaces 1":	_	0.0=0.55			
Service Install	\$	3,950.00			
Water Meter, MTU, Brass Meter Spuds, and Trip	\$	657.00			
Water for Construction Total	\$ \$	50.00 4,657.00			
ı otal	Φ	+,007.00	Ĭ		

DEPARTMENT OF PUBLIC SERVICES	E	EXISTING FEES	PROPOSED FEE	CHANGE CODE	Staff
All Paved Surfaces 1 1/2":					
Service Install	\$	4,270.00			
Water Meter, MTU, Brass Meter Flanges, and Trip	\$	1,850.00			
Water for Construction	\$	70.00			
Total	\$	6,190.00			
All Paved Surfaces 2":					
Service Install	\$	4,630.00			
Water Meter, MTU, Brass Meter Flanges, and Trip	\$	2,060.00			
Water for Construction	\$	95.00			
Total	\$	6,785.00			
Water for construction rates on larger services:	•	,			
3"	\$	120.00			
4"	\$	190.00			
6"	\$	330.00			
8"	\$	465.00			
(Prices on water services over 2" in size will be determined by (DPS) on a time and	Ψ	.00.00			
material basis. A deposit will be made for the estimated cost as determined by DPS.)					
5/8" meter	Ф	120.00			
1" meter	\$ \$	180.00			
1 1/2" meter					
2" meter	\$	1,320.00			
	\$	1,525.00			
(Price to be obtained from meter department for any water meter larger than 2") Meter Transceiver Unit (MTU)	\$	135.00			
· · ·	Ф \$	22.00			
1" Brass Meter Spuds 1.5" Brass Meter Flanges	Ф \$	75.00			
	φ \$	80.00			
2" Brass Meter Flanges					
Inspection fee when trenching not done by DPS per service	\$	400.00			
Water disconnection fee:					
Water service disconnection at property line if service will be reused (1" or larger	Ф	4 000 00			
copper water services only) 2" service or smaller	\$	1,000.00			
	\$	1,850.00			
4" service or greater to be determined individually by the DPS	•	000.00			
Fees for trench maintenance	\$	800.00			
Refundable deposit	\$	1,000.00			
Wedding Rental (Parks)	\$	100.00			
Shain Park (weekdays/weekends)	•				
Resident	\$	200.00			
Non-Resident	\$	400.00			
Security Deposit	\$	100.00			
Birmingham Historical Museum Park (John West Hunter Park) (weekdays/weekends)					
Resident	\$	200.00			
Non-Resident	\$	400.00			
Security Deposit	\$	100.00			
All other City Parks (weekdays/weekends)					
Resident	\$	70.00			
Non-Resident	\$	140.00			
Security Deposit	\$	50.00			
Well Permit	\$	100.00			

ENGINEERING	EXISTING FEE		PROPOSED FEE	CHANGE CODE	Staff
Bidding Document Fee					
Large Set - Paper Copy	\$	50.00			
Small Set - Paper Copy	\$	30.00			
CD Copy (any size)	\$	15.00			
(Copy fee waived for Plan Room and Advertising Services)					
Cable Communications Permit (30-133 (j))					
Cable Franchise Insurance: Standard Insurance requirements plus excess liability insuance (or umbrella policy) on an "occurrence basis", with limits of liability not less than \$5,000,000 per occurrence; and indemnification provisions (see Section 30-190)					
Curb Closings (See Streets & Sidewalks) Driveways (See Streets & Sidwealks)					
Parking Meters					
High Demand (Areas Inside Central Core of Business District)	\$	1.50	per hour		
Lower Demand (Areas Outside Central Core of Business District)	\$	1.00	per hour		
Parking Structures	•		μ		
Less than 2 hours		free			
Less than 3 hours	\$	2.00			
Less than 4 hours	\$	4.00			
Less than 5 hours	\$	6.00			
Less than 6 hours	\$	8.00			
Over 6 hours	\$	10.00			
Over 7 hours	\$	10.00			
Over 8 hours	\$	10.00			
Maximum Fee After 10:00PM	\$	5.00			
Permit Parking - Chester St. Structure	\$	50.00			
Permit Parking - All Others	\$	70.00			
Parking Structure Permit Parking Activation Fee					
Deposit (any cards returned after six-months not eligible for refund)	\$	20.00			
Activation fee per AVI card	\$	30.00			
Returned checks	\$	30.00			
Permit Parking At Meters (3 Months)					
Lot 6 - Regular	\$	210.00			
Lot 6 - Restricted	\$	150.00			
Ann St. North	\$	180.00			
South Old Woodward	\$	120.00			
Lot 11 - NW Corner Maple & Woodward	\$	180.00			
Lot 12 - SE Corner Maple & Woodward	\$	180.00			
Private Building Sewer Investigation Program	Ψ	100.00			
Single Family Residential Property					
Security Deposit (refundable)	¢	300.00	¢	G	РТО
Non-Single Family Residential Property	Ψ	300.00	- Ф	G	PIO
Non-Single Family Residential Property Application Fee	φ	300.00	¢	C	РТО
•	- ф-		*	G	
Security Deposit (refundable)	- > -	300.00	ф -	G	PTO
Right-of-Way Permits	_				
Permit Fee	\$	50.00			
Trench Maintenance	\$	800.00	\$ 900.00	B, F	PTO
Water Service Inspection Fee	\$	400.00			
Sewer Service Inspection Fee	\$	400.00			
Cash Bond (Refundable)	\$	1,000.00			
Sidowalka (Soo Stroote & Sidowalka)					
Sidewalks (See Streets & Sidewalks)					I

ENGINEERING				EXIS	TING FEE	PROPOSED FEE	CHANGE CODE	Staff
Soil erosion and sediment control pe	rmit fees:							
	Less than 1 acre	site		\$	50.00			
	1-2 acre site			\$	100.00			
	2-3 acre site			\$	150.00			
	•	nall increase for every acr	e or portion					
Inspection desposits:		·						
·	Less than 1 acre	site		\$	1,560.00			
	1-2 acre site				3,120.00			
	2-3 acre site				4,680.00			
	The inspection d	eposit shall increase \$1,5	60.00 per					
	•	r portion thereof in excess	-					
Soil Filling Permit (Chapter 50)	cxampico.							
Application fee				\$	600.00			
Permit fee, per cubic yard				\$	0.20			
Small Cell Monthly License								
Tier 1 - Per Month Per Pole						\$75.00	E	CM
Tier 2 - Per Month Per Pole						\$150.00	E	CM
Performance Bond						\$10,000.00	E	CM
Administrative Fee						\$500.00	E	CM
Stormwater runoff (Chapter 114)								
Permit per acre of affected area				\$	100.00			
Minimum				\$	50.00			
Storm Water Utility Fee Related Charg								
Storm Water Utility Fee Credit Applica				\$	50.00			
Low Impact Development Determinati				\$	50.00			
Storm Water Utility Appeals Board Ap	•			\$	50.00			
Storm Water Utility Fee - Credit Schee	<u>dule</u>							
<u>CREDIT</u>	APPLIES TO	ANNUAL VALUE	RENEWAL <u>PERIOD</u>					
Rain Barrels	SFR/Non-SFR	\$15	2 years					
Rain Garden/Bio-Swale	SFR.Non-SFR	\$20 *	5 years					
Infiltration Trench/Dry Well	SFR/Non-SFR	\$25 *	5 years					
Cistern	SFR/Non-SFR	\$25 *	10 years					
Pervious Pavement	SFR/Non-SFR	\$10 (200-300 Sq. Ft.)	10 years					
r er vious i avement	31 1()1(011-31 IX	\$20 (300-400 Sq. Ft.)	io years					
		\$30 (>400 Sq. Ft.)						
Disconnect Footing Drain	SFR/Non-SFR	\$40	10 years					
LID Building Measures	Non-SFR	ESWU reduction	N/A					
LID Site Measures	Non-SFR	ESWU reduction	N/A					
Enhanced Retention	Non-SFR	ESWU reduction	N/A					
Those credits marked with an aster				Y				
improvement makes on the propert	y, provided that the i	mprovement truly captu	res at least	•				
50% of the impervious area that is	draining directly to th	e sewer system, accord	ing to the					
following schedule:		CREDIT						
		MULTIPLICATION						
	SFR CLASS	FACTOR						
	Classes A & B	1						
	Class C	1.6						
	Class D	2.4						
	Class E	3.2						
	Class F	4.6						İ

ENGINEERING		EXIS	TING FEE	PROPOSED FEE	CHANGE CODE	Staff
Streets & Sidewalks:						
There shall be a minimum charge of \$85	5.00 for all curb closing,	\$	85.00			
curb, cuts, driveways and sidewalk perm	nits.					
Curb closings (98-91):						
	Permit per linear foot	\$	3.00			
	Minimum	\$	30.00			
Curb cuts (98-91):						
	Permit per linear foot	\$	3.00			
	Minimum	\$	30.00			
Driveways (98-91):						
	Permit	\$	30.00			
Sidewalks (98-57):						
	Permit, per square foot	\$	0.40			
	Minimum	\$	20.00			
Excavations (98-26):						
	Permit	\$	50.00			
	Plus deposit to be determined by city engineer to cover					
	estimated cost of possible city expenses, minimum					
Moving buildings (98-3 - 98-28):						
	Permit	\$	50.00			
	Plus deposit to be determined by city engineer to cover					
	estimated cost of possible city expenses, minimum	\$	1,000.00			
	harmless					
	agreement					
Obstructions (98-26):						
	Permit	\$	50.00			
	Plus deposit to be determined by city engineer to cover					
	estimated cost of possible city expenses, minimum	\$	1,000.00			

FEE SCHEDULE							
FINANCE DEPARTMENT				E	XISTING FEE	PROPOSED CHANGE FEE CODE	Staff
Sewer Service Rates (Chapter 114)							
For each 1,000 gallons or part thereof				\$	7.56		
Storm Water Utility Fee (Chapter 114)							
Property Type	SFR Class	Average Runoff Potential	ESWU				
Single-Family Residential, 0-125 acres or less	Class A	3,166	0.7				
Single-Family Residential, 0-126 acres - 0.250 acres	Class B	4,317	1				
Single-Family Residential, 0.251 acres - 0.500 acres	Class C	6,716	1.6				
Single-Family Residential, 0.501 acres - 0.750 acres	Class D	10,552	2.4				
Single-Family Residential, 0.751 acres-1,000 acres	Class E	13,094	3.2				
Single-Family Residential, 1,001 acres or larger Non-Single Family ESWU. The storm water utility fee for non-single family lots shall equal the number ESWU'S for a given lot, multiplied by the annual rate established by the City Commission per ESWU per year. The formula for determining the number of ESWU'S per non-single family lot shall be calculated from the amount of pervious and impervious lot area as follows: Number of ESWU'S = "0.15 (TA-1A + 0.90 (IA)"/4317 s.f./ESWU where TA=total area of each lot (reported in square feet);	Class F	20,496	4.6				
IA=impervious area of each lot (reported in square feet). Evergreen-Farmington Sewage Disposal District: For each Equivalent Storm Water Unit (ESWU) Quarterly fixed fee Monthly fixed fee Southeast Oakland County Sewage Disposal District:					\$48.75 \$16.25		
For each Equivalent Storm Water Unit (EWSU) Quarterly fixed fee Monthly fixed fee					\$61.25 \$20.42		
Industrial Surcharge (Chapter 114) An industrial surcharge shall be levied against industrial and commercial customers contributing sewage to the system with concentrations of pollutants exceeding the levels described as follows:							
Amounts of Industrial Surcharge - Total Charge per pound of excess pollutants							
	Biochemical oxygen demand (BOD), over 275 mg/l Total suspended solids (TSS), over 350 mg/l Phosphorus (P), over 12 mg/l Fats, oils, grease (FOG) over 100 mg/l			\$ \$ \$	0.483 0.490 7.228 0.465		
Industrial Waste Control IWC (Chapter 114) An industrial waste control charge shall be levied against all non-residential properties, in accordance with rates established by resolution. Meter Size - Quarterly Charge							
ivieter Size - Quarterly Charge	5/8" 3/4" 1"			\$ \$ \$	10.65 16.02 26.67		
	1 1/2" 2" 3" 4" 6"			\$ \$ \$ \$	58.68 85.32 154.65 213.30 319.92		
	8" 10" 12" 14"			\$ \$ \$	533.22 746.52 853.14 1,066.44		
	16" 18" 20" 24" 30"			\$ \$ \$	1,279.74 1,493.01 1,706.31 1,919.58 2,132.88		
	36" 48" Effective July	1, 2018		\$ 2	2,132.66 2,346.18 2,559.45		

FIRE DEPARTMENT	EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
EMS Transport Service Fees (Chapter 54)				
ALS Emergency Transport II	\$ 750.00	\$ 770.00	F	PW
ALS Emergency Transport I	\$ 575.00	\$ 585.00	F	PW
ALS Non-Emergency Transport	\$ 575.00	\$ 585.00	F	PW
BLS Emergency Transport	\$ 475.00			
BLS Non-Emergency Transport	\$ 450.00	\$ 475.00	F	PW
Loaded Mile (scene to hospital fee per mile) Fire Code Operational Permits	\$ 13.00	\$ 14.00	F	PW
As listed in the International Fire Code Hydrant Use & Hydrant Repair - See DPS	\$ 50.00			
Open Fires Permit (includes inspection)	\$ 50.00			
Pyrotechnics displays Permit	\$ 50.00			
Administrative Fee-Non-electronic reporting (inspections/testing/maintenance)	\$ 50.00			

MUSEUM	EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<u>Limited Use Fee-Allen House</u>				
Cleaning Deposit, returnable 2 hrs. of approved private use - Allen House, first floor	\$100.00			
only, with event specific rider and agreement Insurance: Standard Insurance Requirements and Hold Harmless Agreement	\$550.00			
Limited Use Fee-Park/Grounds				
Security Deposit, returnable		\$100.00	E	LP
Up to 20 people- resident		\$250.00	Е	LP
Up to 20 people- non resident		\$500.00	Е	LP
21-100 people- resident		\$400.00	Е	LP
21-100 people-non- resident		\$800.00 additional fees	E	LP
Over 100 people		will apply	E	LP
returnable Over 100 people Insurance: Standard Insurance Requirements and Hold		\$250.00	E	LP
Harmless Agreement				
Research Requests				
First hour	\$25.00			
Each additional hour	\$15.00			

POLICE DEPARTMENT	EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
*Alcohol:				
Specially Designated Distributor	\$ 500.00			
Specially Designated Merchant	\$ 500.00			
False Alarm fees (74-31):				
First false alarm per calendar year	no charge			
All subsequent false alarms per calendar year	\$ 50.00			
<u>Fingerprints</u>				
Full set of fingerprints; said fee shall be in addition to any license or	\$ 10.00			
permit fee which requires fingerprints to be taken and/or submitted				
to the Michigan State Police or the Federal Bureau of Investigation				
Meter Bags - Daily Fee	\$ 18.00			
Outdoor Dining Café Platform Meter Fees				
(See City Clerk's Office Fee Schedule)				
Parking Permits (110-136 - 110-150)				
Residential parking permit per household (includes 2 resident and 3 visitor				
permits for a two-year period)	\$ 8.00			
Parking Offenses & Fines (If paid before 10 days/If paid after 10 days)				
Expired meter: first seven offenses in calendar	\$10/20			
Expired meter: eight offenses or more in calendar year	\$30/40			
Overtime in non-metered zone	\$10/20			
Overtime in a time zone: less than 2 hours	\$15/25			
Overtime in a time zone: 2 hours or longer	\$30/40			
Stopping, standing or parking where prohibited	\$30/40			
Parking over the meter line	\$10/20			
Back into parking lot space	\$10/20			
Keys in ignition or ignition unlocked	\$30/40			
Other illegal parking	\$30/40			
No parking here to corner	\$30/40			
Handicap zone	\$100/125			
Violation of snow emergency parking ordinance	\$50/75			
Illegal parking in permit area	\$30/40			
Illegal parking on private property	\$30/45			

POLICE DEPARTMENT	E	XISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
Pedi-cabs & Commercial Quadricycles					
Annual Application Fee	\$	50.00			
Insurance: The owner of every pedicab or commercial quadricycle shall procure and file with the city clerk a liability insurance policy or similar proof of insurance issued by an insurance company authorized to do business in the state. The amount of such liability insurance for each pedicab or commercial quadricycle shall be as follows: An amount of not less than \$2,000,000 because of bodily injury to or death of any one person; in an amount of \$2,000,000 because of bodily injury of two or more persons in any one accident; in an amount of not less than \$2,000,000 in medical coverage for each passenger. Such policy of insurance may be in the form of a separate policy for each pedicab or commercial quadricycle, or may be in the fleet policy covering all pedicabs or commercial quadricycles operated by such owner; provided, however, that such a policy provide for the same amount of liability for each pedicab or commercial quadricycle operated. Provided further, such policy shall name the City of Birmingham as an additional insured, and no such policy as required above may be cancelled until the expiration of 30 days after notice of intent to cancel has been given in writing to the city clerk of the City by registered mail or personal delivery of such notice and a provision to that effect is made a part of such policy.					
Precious Metals Dealers 26-161					
Annual License Fee Annual criminal background check - per person (to be provided by applicant usi Michigan State Police ICHAT system)		500.00 he			
Preliminary breath test (PBT) each	\$	10.00			
Stray Animal Fines:					
Licensed pet properly immunized first offense	\$	25.00			
Second offense within twelve month period	\$	50.00			
Vehicle Identification Number Inspection Fee	\$	25.00			
Vehicle Impounding Fee	\$	25.00			
<u>Vehicle Inspection Fee</u>	\$	25.00			
*Fee for liquor license inspection may be waived at the discretion of the City Manager where an applicant seeks to change the liquor license by the removal of a licensee from the license and the licensed establishment is not in operation.					

TREASURER'S OFFICE	EXISTING FEE		PROPOSED FEE	CHANGE CODE	Staff
Returned Check fees (15.1 - 15.3)	\$	25.00			
Treasurer's certificate	\$	10.00			



MEMORANDUM

Office of the City Manager

DATE: January 24, 2019

TO: City Commission

FROM: Joseph A. Valentine, City Manager

SUBJECT: 48th District Court

Introduction

Over the past couple of years, the 48th District Court has conducted multiple security assessments on their current facility and each identified some common areas that should be addressed. The 48th District Court building is owned by Bloomfield Township and leased to court. The court is funded through arrangements with its funding units, which include Bloomfield Township, West Bloomfield, Bloomfield Hills and Birmingham. The court has been working to implement the necessary security enhancements and has engaged a firm to make the improvements. To date, Bloomfield Township, West Bloomfield and Bloomfield Hills have all approved an agreement to participate in the project. The total project cost is approximately \$1.2 million and costs have been allocated based on the most recent case load for each funding unit of the court. Birmingham's participation is at 28.54% which equates to a cost of \$356,607.

Background

Upon completion of obtaining the various security assessments, the court solicited firms under a design/build arrangement to move forward with their improvements. At the time, the court solicited proposals from and interviewed four firms. They selected the firm of Cunningham-Limp and began developing designs and cost estimates for the project. When the conceptual designs and project estimates were completed the court presented this information to the funding units for review. This review concluded that only the critical components of the assessment should be pursued at an estimated cost of approximately \$1 million. Cunningham-Limp finalized the designs and solicited three bids for each element of the project and recommended the low bidder for each. The resulting actual cost is \$1,249,500. Birmingham's contribution is \$356,607. To formalize the participation with each funding unit, a Memorandum of Agreement has been prepared for all of the funding units. Representatives from the 48th District Court and Cunningham-Limp are expected to attend the January 28th meeting should the Commission have any questions.

Legal Review

The Memorandum of Agreement has been reviewed by our City Attorney, as well as, each municipal attorney representing the funding units and found acceptable in addressing each communities participation.

Fiscal Impact

Funding for this project was not available during the creation of the current fiscal year budget and a budget amendment will be necessary. Funds will come from the General Fund and there are sufficient reserves to cover this project.

Attachments

Memorandum of Agreement Bid Comparison Summary Agreement between Court and Cunningham-Limp Communications with Cunningham-Limp

Suggested Resolution:

To approve the Memorandum of Agreement with the corresponding funding units for the security improvements to the 48th District Court; authorize the City Manager to sign the Memorandum of Agreement on behalf of the City; charge the City's contribution to this project in an amount not to exceed \$356,607 to account #101-136.000-999.9999; and further, approve the appropriation and amendment to the 2018-2019 General Fund budget as follows:

:

General Fund

Revenues:

Draw from Fund Balance	101-000.000-400.0000	<u>\$356,607</u>
Total Revenues		<u>\$356,607</u>

Expenditures:

48th District Court	101-136.000-999.9999	<u>\$356,607</u>
Total Expenditures		\$356,607

Memorandum of Agreement

This memorandum of agreement entered into this	day of	2019 by and
between the Charter Township of Bloomfield a M	ichigan Charter Township, the Charter	Township
of West Bloomfield a Michigan Charter Township,	the City of Bloomfield Hills a Michigan	Municipal
Corporation and the City of Birmingham a Michigan	an Municipal Corporation.	

Recitals

Whereas, the 48th District Court, as tenant of Bloomfield Township is desirous of making certain capital improvements to the court facility and

Whereas, pursuant to applicable Michigan statutes the 48th District Court is a court of the third class in which the district control units are the four parties to this agreement and

Whereas, the project improvements are estimated to cost approximately \$1,249,500 for the improvements outlined on Exhibit A.

Whereas, based upon projected 2018 caseload ratios for the participating four communities the following is agreed upon as to the sharing of the total cost of the capital improvements:

Bloomfield Hills 9.66% Bloomfield Township 40.53% West Bloomfield Township 21.27% Birmingham 28.54%

Whereas, the district control units will be provided an opportunity to review the proposals received and confirm, in writing, whether pricing is acceptable based on prior estimated assumptions and available funding, and

Whereas, the district court plans to hire Cunningham-Limp Development Company to perform certain capital improvements and a contract has been provided to all four parties to this agreement for the total sum of \$1,249,500 and

Now therefore, based upon good and valuable considerations the receipt of which is acknowledged by all parties it is agreed as follows:

- 1. Each party to this agreement agrees to pay the invoices for the aforesaid contract based upon the percentages set forth in this agreement in an amount not to exceed \$1,249,500.
- 2. Each of the parties hereto hereby approve of the contract entered into by the 48th District Court with Cunningham-Limp Development Company subject to review and written approval of project pricing and agree to comply with the terms of said contract and pay in a timely manner all invoices when submitted.

- 3. Bloomfield Hills' respective share of the total cost of the capital improvements shall be advanced and paid by Bloomfield Township, with Bloomfield Hills to reimburse Bloomfield Township for the respective amount advanced and paid by Bloomfield Township, pursuant to the Payback Agreement entered into between Bloomfield Township and Bloomfield Hills. (This provision does not apply to the City of Birmingham or West Bloomfield Township. The City of Birmingham and West Bloomfield Township are not a parties to the aforementioned Payback Agreement.)
- 4. This Memorandum of Agreement may be executed in counterparts, which when combined, shall constitute a binding legal document

Leo Savoie Bloomfield Township Supervisor Steven Kaplan
West Bloomfield Township Supervisor

David Hendrickson, City Manager City of Bloomfield Hills Joseph A. Valentine, City Manager
City of Birmingham

EXHIBIT A PROJECT SCOPE

The following outlines the general elements of the improvements, which improvements will also include the improvements set forth on Exhibits C and D of the AIA Document A 141-2014 Standard Form of Agreement Between Owner and Design Builder:

- 1,100 Square foot building addition
- Front entrance renovation
- Full building exterior generator
- Reconfiguration of an inverview/holding cell area, including addition of one holding cell and rework of mail alcove
- Glass enclosure of Clerk's counter
- Glass enclosure of probation desk and security door improvements
- Installation of Ballastics film on existing exterior glass
- Flooring replacement/bullet resistant glass
- Site concrete and relocation of handicap parking

48th District Court Bloomfield Hills, Michigan Bid Comparison Summary January 8, 2019



Trade Group

Bidding Subcontractors/Vendors

Demolition & Removals	DKI	Blue Star	21st Century
Earthwork	MWB	Nagle	Dirt Connect
Landscaping	LS	Hi-Tech	Ray's Nurs.
Foundations	PBW	Ameri	Conc. Const.
Masonry	Pomponio	Connolly	JJ
Structural Steel & Bollards	Campbell	Utica	Service Iron
Roofing & Siding	Lutz	Kril Enterp.	Advanced
Interior & Site Concrete	Ameri	PBW	Conc. Const.
Glass, Glazing, Film & Bullet Resistance Glazing	Crystal	A1 Glazing	Daniel's
Carpentry & Acoustical Ceilings	Dexterity	Parallel	Harnish
Doors, Frames & Hardware	RK Hoppe	Gamalski	Arch. HW
Millwork	Mod Inter.	Four Corners	BJCS
Painting	Tech Spec.	Pro Image	JW Painting
Floor Covering	Vigas	Stuart	El Dorado
Plumbing	Allor	Epic	Soloman
HVAC	Bumler	LJ Rolls	Expert
Electrical & Fire Alarm Modifications	Advantage	EPD	O'Donnell
Fire Protection	Dynamic	Wolverine	Bay FP

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 18th day of December in the year 2018 (*In words, indicate day, month and year.*)

BETWEEN the Owner:

(Name, legal status, address and other information)

48th District Court 4280 Telegraph Road Bloomfield Hills, MI 48302

(For purposes of this Agreement, it is understood that the 48th District Court shall be the "Owner" as it is the contracting entity. It is also understood that the 48th District Court is a tenant within the building located at 4280 Telegraph Road, Bloomfield Hills, MI 48302, which is legally owned by Bloomfield Township)

and the Design-Builder: (Name, legal status, address and other information)

Cunningham-Limp Development Company 28970 Cabot Drive Suite 100 Novi, Michigan 48377

for the following Project: (Name, location and detailed description)

The design and construction of an approximate 1,100 SF new entrance and minor interior modifications of the building located at 4280 Telegraph Road, Bloomfield Hills, MI 48302. All Work shall be done in accordance with the Building Specifications (see Exhibit "C") and the Contract Drawings (see Exhibit "D").

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT
TABLE	OF EXHIBITS
Α	DESIGN-BUILD AMENDMENT
В	INSURANCE AND BONDS
С	BUILDING SPECIFICATIONS
D	CONTRACT DRAWINGS
E	PROJECT TIMELINE
F	SCHEDULE OF VALUES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

G

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. (Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

CERTIFICATE OF INSURANCE

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See Exhibit "C" Building Specifications and Exhibit "D" Contract Drawings.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See Exhibit "C" Building Specifications and Exhibit "D" Contract Drawings.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Subject property located at 4280 Telegraph Road, Bloomfield Hills, MI. Project's characteristics can be referenced in Exhibit "C" – Building Specifications and Exhibit "D" – Contract Drawings.

§ 1.1.4 The

(Paragraphs deleted)

date of commencement of the Work to be performed prior to the execution of the Design-Build Amendment shall be the date of execution of this Agreement.

§ 1.1.5

(Paragraphs deleted)

If, prior to the commencement of Work, the Owner requires time to file mortgages, documents related to mechanic's liens and other security interests, the Owner's filings are permitted at any time after property acquisition and prior to the commencement of construction.

§ 1.1.6 The

(Paragraphs deleted)

Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents.

§ 1.1.7 The

(Paragraphs deleted)

Design-Builder shall complete the work to be performed prior to the execution of the Design-Build Amendment within thirty (30) days from the date of execution of this Agreement.

§ 1.1.8

(Paragraphs deleted)

If Owner delays in remitting payment to Design-Builder as required herein for reasons other than a disputed amount, then the date of Substantial Completion shall be extended by two (2) days for each day past the due date that payment is not made.

§ 1.1.9 The Owner's budget for the Work to be provided by the Design-Builder is set forth below: (Provide total for Owner's budget, and if known, a line item breakdown of costs.)

(Paragraph deleted)

The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed One Million Two Hundred Forty-Nine Thousand Five Hundred Dollars (\$1,249,500), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Such maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. The Guaranteed Maximum Price is reflected in Exhibit A - Design Build Amendment.

3

§ 1.1.10 The Owner's design and construction milestone dates have been included within Exhibit "E", Project Timeline.

(Paragraph deleted)

§ 1.1.11 Owner and Design-Builder agree to use best efforts to retain the following Architect, Consultants and Contractors for the Project:

(List name, legal status, address and other information.)

- .1 Architect
 Faudie Architecture
 26261 Evergreen Road
 Southfield, Michigan 48076
- .2 Civil EngineerProfessional Engineering Associates2430 Rochester Ct.Troy, Michigan 48083
- .3 Contractors

N/A

In the event these companies or individuals are not available or not able to meet required performance criteria or budgetary expectations, Owner and Design-Builder will mutually agree on a substitute for the company or individual.

§ 1.1.12 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

N/A

- § 1.1.13 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
- § 1.1.14 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.
- § 1.1.15 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.
- § 1.1.16 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1: (List name, address and other information.)

Noah E. Mehalski Superintendent Bloomfield Township Department of Public Works 4200 Telegraph Road Bloomfield Township, Michigan 48303

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows: (List name, address and other information.)

§ 1.2.3 The Owner will retain the following consultants and separate contractors: (List discipline, scope of work, and, if known, identify by name and address.)

§ 1.2.4 The Design-Builder identifies the following representative (who is authorized to act on the Design-Builder's behalf) in accordance with Section 3.1.2:

(List name, address and other information.)

Samuel J. Ashley, Jr. Vice President Cunningham-Limp Development Company 28970 Cabot Drive Suite 100 Novi, Michigan 48377

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim not resolved by the parties, the method of binding dispute resolution shall be the following:

(Paragraphs deleted) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, and not resolved directly by the parties pursuant to Article 14, 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 Section 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 [or the District Court where any such case has been reassigned].

§ 1.4 Definitions

- § 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.
- § 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.
- § 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.
- § 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

- § 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.
- § 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.
- § 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.
- § 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.
- § 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.
- § 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.
- § 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.
- § 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."
- § 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.
- § 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.
- § 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

(Paragraph deleted)

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Paragraph deleted)

In the Design-Build Amendment (see attached Exhibit "A'), Design-Builder will outline the not to exceed Guaranteed Maximum Price, Building Specifications, Contract Drawing List, Project Timeline and the Schedule of Values. In the event Owner and Design-Builder are unable to arrive at a mutually agreeable not to exceed Guaranteed Maximum Price within fifteen (15) days from the point of presentation of the Guaranteed Maximum Price to the Owner, then either party may elect to terminate this Agreement. In the event of termination, Owner agrees to reimburse

Design-Builder for all costs incurred through date of termination. Design-Builder agrees that these costs shall not exceed Thirty One Thousand Three Hundred and twenty-five Dollars (\$31,325).

(Paragraphs deleted) (Table deleted) (Paragraphs deleted)

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Undisputed amounts unpaid twenty (20) days after the invoice date shall bear interest at the rate entered below. (Insert rate of monthly or annual interest agreed upon.)

Prime Rate of Comerica Bank plus 500 basis points per annum.

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

(Paragraph deleted)

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT § 3.1 General

- § 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.
- § 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.
- § 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.
- § 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.
- § 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.
- § 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work under a direct or indirect contract with the Design-Builder.
- § 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.
- § 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services

of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- Work completed for the period; .1
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Cost summary, comparing actual costs to updated cost estimates; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- Design-Builder's work force report; .1
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall be related to the entire Project, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of

the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. For a period of one (1) year from receipt of a Temporary Certificate of Occupancy (the "Warranty Period"), The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that throughout the Warranty Period the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Existing work in place shall not be covered under the Warranty.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

- § 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that
 - .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

- § 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.
- § 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.
- § 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

(Paragraph deleted)

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT § 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

- § 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include
 - .1 allocations of program functions, detailing each function and their square foot areas;
 - a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

- a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following: (List additional information, if any, to be included in the Design-Builder's written report.)

NA

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- 1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- **.6** Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

- § 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:
 - .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
 - .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
 - .3 The proposed date the Design-Builder shall achieve Substantial Completion;
 - .4 An enumeration of any qualifications and exclusions, if applicable;
 - .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
 - .6 The date on which the Design-Builder's Proposal expires.
- § 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with ascertainable local conditions under which the Work is to be completed.
- § 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

(Paragraph deleted)

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal. If Owner rejects Design-Builder's proposal after the start of construction, then owner agrees to reimburse the Design-Builder for all costs and fees associated with the Work completed.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents without an "or equal" qualification, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. Any services or activities tax promulgated by the State of Michigan and enacted subsequent to, or made retroactive to, the execution of this Agreement are excluded from the Guaranteed Maximum Price. If a service or activities tax is enacted subsequent to, or made retroactive to, the execution of this Agreement, items impacted will be addressed in a Change Order.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Subject to the allowances provided herein and unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. The Guaranteed Maximum Price shall include an allowance for permits, fees and inspections.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed (where feasible) and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Builder Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and
- .3 whenever costs are more than or less than allowances, the Contract Sum and Guaranteed Maximum Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances under Section 5.6.2.1. Notwithstanding the foregoing, allowance amounts shall be pooled, meaning that allowances shall be treated collectively, and an additive or deductive Change Order shall be prepared at the time reconciliation of allowances is complete.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If any proposed but rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Guaranteed Maximum Price, and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, after prior written notice to the Design-Builder, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner access to the Work in preparation and progress wherever located upon reasonable notice and during commercially reasonable business hours. The Design-Builder shall notify the Owner regarding Project safety criteria and programs with which the Owner, and its contractors, consultants and guests, shall comply while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 It is not contemplated that the Owner will perform any construction or operations related to the Project with the Owner's own forces; or will award separate contracts in connection with other portions of the Project, or other construction or operations on the site. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

(Paragraphs deleted)

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, after prior written notice to the Design-Builder, the Owner may clean up and will allocate the cost among those responsible.

(Paragraph deleted)

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

- § 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.
- § 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.
- § 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- The change in the Work; .1
- .2 The amount of the adjustment, if any, in the Contract Sum and Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation;
- The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

- § 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum and Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.
- **§ 6.3.2** A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum and Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:
 - Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .3 As provided in Section 6.3.7.
- § 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.
- § 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum and Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

- § 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum and Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:
 - Additional costs of professional services; .1
 - .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed:
 - .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
 - .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the
 - .6 Additional costs of supervision and field office personnel directly attributable to the change.
- § 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum and Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.
- § 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum and Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

(Paragraph deleted)

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

- § 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.
- § 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

- § 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.
- § 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.
- § 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.
- § 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.
- § 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.
- § 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.
- § 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.
- § 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.
- § 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.
- § 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.
- § 7.2.11 The Owner shall provide any financial guarantees required by governmental entities at the time of Substantial Completion.

§ 7.3 Submittals

- § 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.
- § 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.
- § 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.
- § 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10. If the Design-Builder disputes the Owner's determination of Substantial Completion or final completion, the Design-Builder may proceed as provided in Article 14.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

- § 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.
- § 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

- § 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by force majeure, labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending binding dispute resolution or by other causes not under Design-Builder's control, then the Contract Time shall be extended by Change Order for such reasonable time as necessitated by the delay.
- § 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.
- § 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

(Paragraph deleted)

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless reasonably objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.
- § 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.
- § 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off

the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover Owner's actual damages (excluding consequential damages waived under Section 14.1.7) for the anticipated delay; or
- repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, after seven (7) days prior notice to the Design-Builder, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually

retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

- § 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.
- § 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.
- § 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.
- § 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum and Guaranteed Maximum Price shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date when a Temporary Certificate of Occupancy is received by the Design-Builder.
- § 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.
- § 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the

Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon written notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) consent of surety, if any, to final payment, (4) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (5) manufacturer's warranties, product data, and maintenance and operations manuals, and (6) If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the

Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

(Paragraph deleted)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.
- § 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.
- § 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Design-Builder shall promptly remedy and restore damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property, buildings, and landscaping / vegetation, referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the

Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless. Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

(Paragraph deleted)

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

- § 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.
- § 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.
- § 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

(Paragraph deleted)

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and

expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

(Paragraph deleted)

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than fifteen (15) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and such other party fails to cure such failure within such fifteen day notice period.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be .1 stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any thirty (30) days' prior written notice and failure of the Design-Builder to cure such reason within such thirty-day notice period terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and .1 construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15;
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Guaranteed Maximum Price exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, the Owner shall pay the Design-Builder (i) the amount otherwise due under the Design-Build Documents for Work properly performed through the date of termination, plus (ii) the Design-Builder's share of savings, if any, under Section A.1.4.3.1. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Guaranteed Maximum Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- that performance is, was or would have been so suspended, delayed or interrupted by another cause for .1 which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause in the event the Project is abandoned.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and.
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed and costs incurred by reason of such termination. Further, the Design-Builder shall be entitled to compensation of an amount equal to (a) one third (1/3) of the Design-Builder fee and overhead fee if the Cost of the Work committed as of the date of termination is less than or equal to one third (1/3) of the total estimated cost at completion; (b) two thirds (2/3) of the Design-Builder fee and overhead fee if the Cost of the Work committed as of the date of termination is greater than one third (1/3) but less than or equal to two thirds (2/3) of the total estimated cost at completion; or (c) one hundred percent (100%) of the Design-Builder fee and overhead fee if the Cost of the Work committed as of the date of termination is greater than two thirds (2/3) but less than one hundred percent (100%) of the total estimated cost at completion.

(Paragraph deleted)

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION § 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to arbitration shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum and the Guaranteed Maximum Price written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such
- damages incurred by the Design-Builder for principal office expenses including the compensation of .2 personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to resolution of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be subject to binding dispute resolution.

§ 14.2.6 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph deleted)

§ 14.2.7 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim not resolved by the parties through discussion shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

(Paragraph deleted)

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of

the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

(Paragraph deleted)

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141TM_2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141TM–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141TM–2014, Exhibit B, Insurance and Bonds
- .4 Other:

Exhibit C - Building Specifications

Exhibit D - Contract Drawings

Exhibit E - Project Timeline

Exhibit F - Schedule of Values

(Paragraph deleted)

Exhibit G - Certificate of Insurance

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Louise Patton, Court Administrator
(Printed name and title)

Cunningham-Limp Development Company

DESIGN-BUILDER (Signature)

Donald R. Kegley, Jr., CEO
(Printed name and title)

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141TM–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 18th day of December in the year 2018 (the "Agreement")

(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

48th District Court Renovations 4280 Telegraph Road Bloomfield Hills, MI 48302

THE OWNER:

(Name, legal status and address)

48th District Court 4280 Telegraph Road Bloomfield Hills, MI 48302

(For purposes of this Agreement, it is understood that the 48th District Court shall be the "Owner" as it is the contracting entity. It is also understood that the 48th District Court is a tenant within the building located at 4280 Telegraph Road, Bloomfield Hills, MI 48302, which is legally owned by Bloomfield Township)

THE DESIGN-BUILDER:

(Name, legal status and address)

Cunningham-Limp Development Company 28970 Cabot Drive Suite 100 Novi, Michigan 48377

The Owner and Design-Builder hereby amend the Agreement as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

[1	Stipulated Sum,	in accordance with Section A.1.2 bel	ow
_	_	•		

Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[X] Cost of the Work plus the Design-Builder's Fee with a not to exceed Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's

(Paragraphs deleted)

Fee shall be five percent (5%) of the Cost of Work for the Design-Builder's Fee.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed One Million Two Hundred Forty-Nine Thousand Five Hundred Dollars (\$1,249,500), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Such maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. The Guaranteed Maximum Price shall be valid for fifteen (15) days from the point of presentation to Owner's acceptance. If a decision is not made as to the Guaranteed Maximum Price within fifteen (15) days from the point of presentation to the Owner, price will be subject to change accordingly.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

In the event that the sum of the Cost of the Work plus the Design-Builder's Fee is less than the Guaranteed Maximum Price, as adjusted in accordance with the Design-Build Documents, such saving shall be shared between the Owner and the Design-Builder with One hundred (100%) percent accruing to the benefit of the four District Control Units and shall be distributed to the four District Control Units in accordance with their respective percentages as set forth in the Memorandum of Agreement, and zero (0%) percent accruing to the benefit of the Design-Builder.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. (Provide information below or reference an attachment.)

See Exhibit "F" – Schedule of Values

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

Not applicable

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

(*Table deleted*)
Not applicable

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Exhibit "C" - Building Specifications

§ A.1.4.3.6 In the event Owner requests an Allowance, Allowances shall be included in the Guaranteed Maximum Prices where firm estimates of the Cost of the Work cannot be reasonably determined at the time of execution of the Design-Build Amendment provided that Design-Builder shall indicate which items are allowances and the amount allocated in its budget for each such allowance. Design-Builder shall advise the Owner of the final cost of each allowance item prior to Design-Builder entering into any contracts to incur such cost, and the Guaranteed Maximum Price shall be adjusted to the extent the actual cost of an allowance item is more or less than the allowance. Notwithstanding the foregoing, allowance amounts shall be pooled, meaning that allowances shall be treated collectively, and an additive or deductive Change Order shall be prepared at the time reconciliation of allowances is complete.

§ A.1.4.3.7 The Guaranteed Maximum Price includes a contingency to be utilized solely by the Design-Builder for Costs of the Work incurred by the Design-Builder in the performance of the Work, including costs indicated to be borne by the Design-Builder under other provisions of the Design-Build Documents.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the first (1st) day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment. Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest at the Prime Rate of Comerica Bank plus 500 basis points per annum.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment .2 delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- Add the Design-Builder's Fee, less retainage of ten percent (10 %) until such time as the Work is fifty percent (50%) complete and no additional retention thereafter. The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- Subtract the aggregate of previous payments made by the Owner; .4
- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

- Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.
- § A.1.5.4.3 The Design-Builder shall review and approve payments to the Architect, Consultants, and Contractors less ten percent (10%) retainage. The Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner, subject to Title company review and endorsement. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

§ A.1.5.5.3 Prior to the final payment, Owner shall make a payment equal to the entire balance of the Contract Sum less one hundred fifty percent (150%) of the estimated cost to complete the "punch list" items. This payment shall be due within thirty (30) days after the earlier of (1) receipt of a Temporary Conditional Certificate of Occupancy for all of the Work required under this Design-Build Contract from the applicable governmental agency, or (2) completion of the Project pursuant to the Drawings and Specifications.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work. The "Date of Commencement" of the Work shall be the date all governmental permits and approvals necessary for the construction of the project have been received by the Design-Builder.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than

(Paragraphs deleted)

two hundred thirty-five (235) days from the date of Commencement, subject to strikes, acts of God or other factors beyond Contractor's control, or other excusable events of delay as defined in section 8.2, and subject to adjustments of this Contract Time as provided in the

(Paragraphs deleted)

Contract Documents.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document Title Date Pages

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See Exhibit "C" Building Specifications

(Table deleted)

Init.

§ A.3.1.3 The Drawings:

AlA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. WARNING: This AlA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AlA software at 10:05:51 ET on 01/03/2019 under Order No.4623592992 which expires on 05/01/2019, and is not for resale.

User Notes: (1397965872)

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See Exhibit "D" Contract Drawings

(Table deleted)

Other identifying information:

N/A

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

See Exhibit "C" Building Specifications

.2 Contingencies

See Exhibit "C" Building Specifications

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Exhibit "C" Building Specifications

(Paragraphs deleted)

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Not applicable

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Dave Nacy

.2 Project Manager

(Paragraphs deleted) Nick Devlin

§ A.4.2 Owner and Design-Builder agree to use best efforts to retain the following Architect, Consultants and Contractors for the Project:

(List name, discipline, address and other information.)

Faudie Architecture 26261 Evergreen Road Southfield, Michigan 48076

In the event these companies or individuals are not available or not able to meet required performance criteria or budgetary expectations, Owner and Design-Builder will mutually agree on a substitute for the company or individual.

Init.

AIA Document A141[™] – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:05:51 ET on 01/03/2019 under Order No.4623592992 which expires on 05/01/2019, and is not for resale.

User Notes: (1397965872)

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or at off-site workshops.

§ A.5.1.1.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

ance
•

§ A.5.1.1.3 In addition to direct labor, material and subcontract Costs, and rental Costs, Design-Builder's overhead and insurance shall be reimbursed at a rate equal to five percent (5%) of the Cost of the Work for the indirect Costs of Contractor's operations all in accordance with Exhibit "F" Schedule of Values unless revised by mutual agreement of Owner and Design-Builder.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Costs incurred pursuant to Article 2 of the A141 Agreement for Work performed prior to execution of this Amendment and payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts in accordance with Exhibit "F" Schedule of Values unless revised by mutual agreement of Owner and Design-Builder.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

(Paragraphs deleted)

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent only if Design-Builder advised Owner of the risk of such infringement in writing and Owner agrees to proceed. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.5.9 Expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

(Paragraph deleted)

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- **.6** Any cost not specifically and expressly described in Section A.5.1; and
- 7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

48 th District Court	Cunningham-Limp Development Company
OWNER (Signature)	DESIGN-BUILDER (Signature)
Louise Patton, Court Administrator	Donald R. Kegley, Jr., CEO
(Printed name and title)	(Printed name and title)

Insurance and Bonds

for the following PROJECT: (Name and location or address)

48th District Court Renovations 4280 Telegraph Road Bloomfield Hills, MI 48302

THE OWNER:

(Name, legal status and address)

48th District Court 4280 Telegraph Road Bloomfield Hills, MI 48302

(For purposes of this Agreement, it is understood that the 48th District Court shall be the "Owner" as it is the contracting entity. It is also understood that the 48th District Court is a tenant within the building located at 4280 Telegraph Road, Bloomfield Hills, MI 48302, which is legally owned by Bloomfield Township)

THE DESIGN-BUILDER:

(Name, legal status and address)

Cunningham-Limp Development Company 28970 Cabot Drive Suite 100 Novi, Michigan 48377

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 18th day of December in the year 2018. (*In words, indicate day, month and year.*)

TABLE OF ARTICLES

B.1 GENERAL

B.2 DESIGN BUILDER'S INSURANCE AND BONDS

B.3 OWNER'S INSURANCE

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Not applicable

- § B.2.1.1 Design-Builder's Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate providing coverage for claims including
 - .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - .2 personal injury;
 - .3 damages because of injury to or destruction of tangible property;
 - .4 bodily injury or property damage arising out of completed operations; and
 - .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.
- § B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.
- § B.2.1.3 Design-Builder shall provide umbrella liability insurance of Nine Million Dollars (\$9,000,000.00) as referenced in Exhibit "G" of the Agreement.
- § B.2.1.4 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.
- § B.2.1.5 Workers' Compensation at statutory limits.
- § B.2.1.6 Employers' Liability with policy limits as provided below:

N/A

§ B.2.1.7 The Architect of Record's Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

(Paragraph deleted)

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner thirty (30) days notice of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.8 Additional Insured Obligations. The Owner and Bloomfield Township and their consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.9 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner or copies of policies upon request evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

(Paragraph deleted)

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:

(Specify type and penal sum of bonds.)

(Table deleted)

Owner requires the Design-Builder to secure performance and payment bonds, and the Design-Builder agrees to make best efforts to secure requested bonds. Premium and costs associated with bonds shall become incorporated into the Contract Sum.

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

(Paragraph deleted)

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

(Paragraph deleted)

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

EXHIBIT "C" TO AGREEMENT BETWEEN

48TH DISTRICT COURT("OWNER") AND

CUNNINGHAM-LIMP DEVELOPMENT COMPANY ("DESIGN-BUILDER")

BUILDING SPECIFICATIONS

A. Project Description

- 1. This specification is intended to further describe the project depicted on T-001, PFP-5A, A-101, PFP-5B, PE-5, dated 12/14/2018 and prepared by Faudie Architecture Project Number 18090 and C-1.0 dated 10/17/2018 by Professional Engineering Associated Project Number 2018-354.
- 2. The work includes a 1,100 SF addition to the exterior of the Courthouse building, associated site work and interior improvements as shown on the project drawings.
- 3. The Building Addition and Interior Improvements will be comprised of the following:
 - Reconfiguration of an interview / holding cell area
 - Flooring replacement / Bullet Resistant Glass
 - Site concrete and relocation of Handicap Parking
 - Construction of an approx. 1,100 sf Building Addition

B. Demolition and Removals

- 1. Existing vegetation and site pavement shall be removed from the site to accommodate new building addition and generator area.
- 2. Debris that is generated by the clearing operation will be properly disposed of offsite.
- Removal of the exterior façade/vestibule area to facilitate new building addition is included.
- 4. Interior demolition includes removal and disposal of existing partitions as indicated to facilitate new holding area.
- 5. Mechanical and electrical disconnects will be provided as required.





C. Site

1. Earthwork

- a) Subsurface soils shall be prepared in accordance to the geotechnical report and engineering standards upon completion.
- b) Silt fence and barricades will be installed to protect areas outside the proposed limits of construction.
- c) Excavate to subgrade for new sidewalk and asphalt paving as indicated.
- d) Excess soils are planned to be removed from the site.

2. Storm Sewer

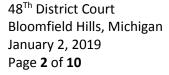
- a) The existing storm line located approximately 5' to the west of the proposed addition is planned to remain. The foundations for the proposed addition are planned to be extended down further in this area. It has been assumed a waiver will be granted for this work.
- b) The roof area of the addition is planned to surface drain onto the existing.

3. Gas/Electric/Telephone

a) It is assumed that all natural gas, electrical, and telephone services are of sufficient capacity for the proposed work.

4. Exterior Concrete

- a) All concrete work is to be completed in accordance with the applicable standards of the American Concrete Institute (ACI).
- b) All exterior concrete shall have a compressive strength of 3,000 PSI at 28 days placed on a compacted base. Exterior concrete will receive a broom finish. Expansion joints and control joints will be provided as required.







- c) Sidewalks will be installed to facilitate pedestrian circulation and will be 5' wide and 4" thick.
- d) A generator pad will be provided with a 6" slab.
- e) Concrete curbs will be provided in all areas where paving abuts landscaped areas.

5. Asphalt

- a) Asphalt patching is planned to consist of a 1 ½" thick asphalt binder course and a 1 ½" thick asphalt wearing surface on the existing subbase.
- b) Striping for new handicap parking spaces to be located on the north side, adjacent to the building is included.

6. Construction Testing

 Services for Construction Testing will be provided based on the requirements of Bloomfield Township Building and Engineering Departments.

7. Landscaping

a) Landscaping and screening shall be provided per the attached drawings.

D. Concrete

- 1. Foundations shall be 'trench-type' and will be designed to bear on soils having a bearing capacity of 3000 PSF at 42" below finished grade. The west side of the addition is planned to extend down an additional 2'.
- 2. Foundations will be constructed with concrete having a compressive strength of 3000 PSI at 28 days. Slabs will be constructed with concretes having a compressive strength of 4000 PSI at 28 days.
- 3. The Addition Area floor slab on grade will be 4" thick, and reinforced with one (1) layer of 6" x 6", No. 10 wire mesh.
- 4. All concrete slabs will receive a steel-troweled finish and one (1) application of dissipating curing compound similar or equal to Kure-N-





Seal, as manufactured by Euclid Chemical Company. Saw cuts and expansion joints will be provided as recommended by ACI Standards.

E. Structural

- The addition will be designed in accordance with the Manual of Steel Construction of the American Institute of Steel Construction specifications for structural steel buildings. Joists and joist girders will be designed in accordance with the requirements of the Steel Joist Institute. The structural steel system will be designed pursuant to local requirements for combined live and dead loads.
- 2. The structural framing system for the building addition will consist of steel columns; bar joists and joist girders for the support of a 1 ½" deep wide rib 22-gauge metal roof deck. The roof framing will be open web joists. The joists and joist girders will bear on steel beams and columns.
- 3. Exposed structural steel will remain factory prime painted light gray.
- 4. Thirteen (13) stainless steel bollards shall be provided.

F. Miscellaneous Metals

- 1. Miscellaneous metals to be installed include the following:
 - i. Stainless steel hand railing in the entry vestibule.
 - ii. Miscellaneous framing, lintels, as indicated.

G. Roofing

- 1. The roofing system will be ballasted, 45-mil, single-ply EPDM membrane system installed over a R-30 polyisocyanurate insulation or equivalent. The membrane will be similar or equal to that manufactured by Carlisle, Goodyear or Firestone.
- 2. The Roof System will include a manufacturer's fifteen (15) year written warranty.





H. Masonry

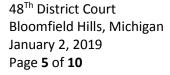
- The addition area will consist of cast stone and utility size brick on metal stud framing, interior cavity insulation and a vapor protection system. The elevation is planned to be modified for a flat profile to accommodate building signage.
- 2. Interior masonry walls are to be utilized at new holding cell.

I. Doors

- 1. Commercial grade 3'-0" x 7'-0", solid core acoustic wood doors with tempered glass vision lite in welded metal frames will be utilized at the two new conference rooms. Door will have a sound rating of STC 40.
- 2. One (1) steel door with security glass at narrow vision lite in welded steel frame is included at new holding cell. Heavy weight security hardware is included.
- 3. All doors will have commercial grade hardware that complies with all Building Code and ADA requirements.

J. Glass and Aluminum

- 1. Three (3) new exterior windows at new addition are included. Glazing to be 1" thick, tinted, insulated units.
- 2. The aluminum framing for the window system will be a nominal 2" x 4", bronze anodized finish with thermal breaks for energy efficiency.
- 3. The entry and vestibule door systems will be 'medium' stile, have ½" thick safety glazing (interior set of doors), 1" clear insulated and tempered glazing (exterior set of doors), and use standard manual manufacturer's surface mounted hardware.
- 4. Approximately 430 sf of interior Level 3 ballistic glass and framing system is included at clerks counter.
- 5. 3M Scotchshield Safety and Security Window Film, Ultra 600 will be applied to (5) existing office windows on the north portion of the building, the storefront to the east of the existing vestibule and (6) sections of storefront glazing on the new addition.







K. Interior Finishes

1. Carpentry

- a) Exterior framing will consists of 6" 18 gauge CSJ studs with 5/8" exterior grade drywall.
- b) New interior partitions will be constructed utilizing 25 gauge metal stud framing and 5/8" drywall. Includes 6" Kraft insulation.

2. Acoustical Ceiling

- a) Standard ceilings at new conference rooms will consist of 2' x 4', 2nd look tegular tile suspended within a white metal "T" be suspension system.
- b) Holding cell to receive standard drywall ceiling.

Floor Covering

- a) Patcraft Camber carpet or equal is included at the two new conference rooms. Includes vinyl cover base (4") with premolded corners.
- b) Commercial quality floor tile (12" x 24") and base as manufactured by American Olean or equal will be provided in the new addition area.
- c) New holding cell to receive an epoxy floor system.

4. Millwork

- a) Millwork which is planned to consist of the following:
 - Alterations to the probation desk
 - Laminate repairs to the clerks counter for the bullet resistant glazing installation
 - Deputy's station wall panels

5. Painting

a) Interior drywall surfaces will be finished with one (1) application of primer and one (1) finish coat of latex paint.

48Th District Court Bloomfield Hills, Michigan January 2, 2019 Page **6** of **10**





b) Hollow metal doors and exposed miscellaneous steel items will be finished painted with one (1) coat of industrial coat finish paint over shop-applied primer.

L. Mechanical

1. Plumbing

- a) All domestic water copper and sanitary PVC piping systems will be provided to support the new fixture at holding cell.
- b) One (1) ligature resistant wide combination unit Willoughby 1806 Series or equal is included.
- c) One (1) floor drain will be provided at new holding cell. Drain to be Zurn Z-415 or equal with trap seal.

2. Heating and Cooling

- a) Building Addition:
 - i. Cap existing piping serving finned tube radiation
 - ii. Relocate existing fan coil unit
 - iii. Provide new and modified ductwork
 - iv. Includes new diffusers for corridor in front of counter
 - v. New VAV box with reheat coil and heating piping to serve deputy station, waiting area and vestibule. Heating will be through overhead diffusers
 - vi. Includes temperature control wiring

b) New Holding Cell Area:

- i. Rework existing finned tube radiation and wall
- ii. Rework existing supply and exhaust ductwork
- iii. Includes one (1) VAV box and one (1) reheat coil for the new perimeter conference room
- iv. Relocate thermostats as indicated





3. Fire Protection and Smoke Evacuation

- a) The new addition area will be protected with a wet system of automatic sprinklers based on Light Hazard occupancy in accordance with NFPA #13 requirements.
 - Design criteria for this area will be based on a 0.15 GPM per sq. ft. density over any 1500 sq. ft. area.
- b) The fire alarm system will by a standard system consisting of strobes and horns required by the local fire Marshall.
- c) Roof mounted automatic smoke vents will be installed for smoke evacuation along with smoke draft curtains per Code.

M. Electrical

- Service and Distribution
 - a) The existing electrical service will be utilized for the addition and interior improvements.
- 2. The Holding Cell area will be provided with the following:
 - a) One (1) LED lighting fixture in the holding cell
 - b) One (1) low voltage rough-in (for security camera by others)
 - c) Four (4) LED 2x4 lighting fixtures
 - d) One (1) single pole switch
 - e) Two (2) occupancy sensors
 - f) One (1) ceiling occupancy sensor
 - g) Two (2) duplex receptacles
 - h) Two (2) low voltage rough-ins
- Additional and Interior Renovations
 - a) Six (6) decorative exterior wall mounted fixtures at a budget of \$450 each.
 - b) Thirteen (13) 2x4 LED fixtures
 - c) Three (3) exit lights
 - d) Six (6) ceiling occupancy sensors
 - e) Five (5) duplex receptacles
 - f) Mechanical power





Generator

a) A 400KW diesel generator with tank base will be provided with an automatic transfer switch and grounding.

Fire Alarm

a) The existing fire alarm system will be modified to accommodate the addition.

N. Specialties and Equipment

- 1. Code signage, fire extinguishers and final cleaning has been included.
- 2. A project contingency of \$50,000 has been included. The Contingency will be controlled by Cunningham-Limp for unforeseen or unknown items relating to the current scope of work.

O. Clarifications

- Design fees for civil, geotechnical, landscaping, architectural, structural, mechanical, electrical, plumbing, and fire protection have been included. Design professionals will be hired by Cunningham-Limp and will be licensed to perform work in the State of Michigan. The Architect / Engineer of record will retain liability for their design product and will be required to maintain an appropriate amount of professional liability insurance.
- 2. Owner shall be responsible for the payment of the required municipal permits, tap-in charges if required.
- 3. The design will comply with applicable federal, state, and local Codes and regulations including provisions of the Americans with Disabilities Act ("ADA"). The building will be designed in accordance with the following:
 - a) 2015 Michigan Building Code (MBC)
 - b) 2015 Michigan Plumbing Code (MPC)
 - c) 2015 Michigan Mechanical Code (MMC)
 - d) 2014 National Electrical Code with Part 8 State Amend. (NEC)
 - e) 2009 International Fuel & Gas Code (IFGC)
 - f) 2009 International Fire Code (IFC)

48Th District Court Bloomfield Hills, Michigan January 2, 2019 Page **9** of **10**





- g) 2015 Michigan Energy Code Incorporating the ASHRAE Standard 90.1-2013
- h) Michigan Barrier Free Design Law (PA-1 of 1966 as amended), Incorporating the 2015 Michigan Building Code with ICC/ANSI A-117.1, 2009
- i) NFPA 13-2013, Fire Sprinkler System
- j) NFPA 72-2013 Fire Alarm System
- 4. All necessary on-site project support facilities including dumpsters, equipment rental, fuel, telephones, porta-johns, clean up, supervision, labor, and temporary utilities are included to the point of Substantial Completion. After this point, the cost of the utilities becomes the responsibility of the Owner.
- All workmanship and materials are guaranteed for one (1) year from the date of Temporary Certificate of Occupancy (TCO). All manufacturers' warranties of individual building components will be assigned to the Owner.
- 6. The following items have been excluded:
 - a) Environmental studies, testing, removal, or handling of hazardous materials, toxic soils, asbestos or other such items
 - b) Removal of underground obstructions or latent soil conditions of other unforeseen conditions
 - c) Extensions or modifications to offsite public utilities
 - d) Telephone, security, computer, paging, and music systems
 - e) Signage other than signage required by Code
 - f) Humidity control
 - g) Upgrades or specialty improvements required by the Owner's insurance company
 - h) Installation and hook-up of owner equipment
 - i) Window treatments, furniture, furniture hook-up, and/or related layout design fees
 - j) Financial guarantees required by governmental entities for seasonal work (none anticipated)
 - k) Builder's Risk Insurance
 - I) Additional scope items generated by municipal reviews





EXHIBIT "E"

TO AGREEMENT
BETWEEN

48TH DISTRICT COURT ("OWNER")
AND

CUNNINGHAM-LIMP DEVELOPMENT COMPANY ("DESIGN-BUILDER")

PROJECT TIMELINE

ID Ta	ask Name	Start	Finish	Duration	Nov '18 4 11 18 25 2	Dec '1	18 6 23	Jan '19	Feb '19	9 N	1ar '19	Apr '19	May	y '19	Jun '19	Jul'	19	Aug '19
1 F	re-Construction	Fri 11/9/18	Tue 12/18/18	27 days	7 11 10 23 2		J 23 1	00 0 13 2	.0 21 3 10	17 24 3 1	0 17 24 31	1 14 21	1	2 13 20 2	3 10 23	1	7 21 20 	4 11 10
2	Preliminary Budget Update & Façade Material Review	Fri 11/9/18	Fri 11/9/18	0 days	♦ 11/9	1		1 1	I I	I I	I I		1			1	 	
3	Authorization to Proceed with Construction Drawings	Fri 11/9/18	Fri 11/9/18	0 days	♦ 11/9	1		1	l I		 		1			1	l I	
4	Subcontractor Pricing & Validation	Mon 11/19/18	Fri 12/14/18	20 days				1	1	1				1		1		
5	Finalize GMP	Fri 12/14/18	Fri 12/14/18	0 days		♦ 12	2/14		1		I I					1	 	
6	Sign Construction Contract	Tue 12/18/18	Tue 12/18/18	0 days		•	12/18				 		1			1	 	
7													1	1				
8 [Pesign & Permitting	Mon 11/12/18	Wed 2/6/19	63 days	—								i				į	
9	Complete Permit Submittal Drawings	Mon 11/12/18	Fri 11/30/18	15 days		į			İ				i				į	
10	Submit for Design Board Review	Tue 11/13/18	Mon 11/26/18	10 days		į		i I	į	į	i		i	i		i	i i	
11	Anticipated Design Board Approval	Mon 11/26/18	Mon 11/26/18	0 days	♠ 11/26	6		 	i I	į į	i I		I I			i I	i i	
12	Interior Building Review	Fri 11/30/18	Thu 12/13/18	10 days				I I	1	1	I I		1	I I		1	[
13	Anticipated Interior Building Approval	Thu 12/13/18	Thu 12/13/18	0 days	 	♦ 12	/13	1	 	I I	I I		I I	 		I	I	
14	Addition Shell & Engineering Review	Wed 1/9/19	Wed 2/6/19	21 days	 	1					I I		1	1		I I	I [
15	Anticipated Interior Building Approval	Wed 2/6/19	Wed 2/6/19	0 days	 	1		1	♦ 2/6	l I			I I	 		I I	l I	
16					 			1	1	1			I I	 		1	[
17	Order Long Lead Items	Tue 12/18/18	Fri 12/28/18	8 days		•		1	 	!			1	1		1	[[
18	Mechanical Equipment	Tue 12/18/18	Tue 12/18/18	0 days		•	12/18	1		1				!		1	[
19	Order Prisoner Door & Toilet/Lavatory	Tue 12/18/18	Tue 12/18/18	0 days		•	12/18	1	 							I	[
20	Electrical Equipment	Fri 12/21/18	Fri 12/21/18	0 days			♦ 12/21						l I					
21	Order Interior Finishes	Fri 12/21/18	Fri 12/21/18	0 days			12/21		1				İ				İ	
22	Protective Glazing & Sheathing	Fri 12/28/18	Fri 12/28/18	0 days		į	•	12/28	i	į	i		i	i		i	į	
23					i I	į		i I	į	į	i		i	i I		i	i I	
24 C	Construction Activities	Wed 12/26/18	Fri 8/16/19	168 days		i		1	<u> </u>	i			i i	1		i		
25	Interior Renovations	Wed 12/26/18	Mon 4/15/19	79 days	[1		1	1	1			I I	I I		1	[
26	Holding & Conference Area, Probation	Wed 12/26/18	Mon 4/15/19	79 days		1							1	1		1	I I	
27	Mobilization & Set Up	Wed 12/26/18	Wed 12/26/18	1 day	 	1	• ′	12/26			 		1	1		I I	[
28	Demolition & Removals	Wed 12/26/18	Tue 1/1/19	5 days	 				1	1			I I	 		1	[
29	Rough Carpentry & Masonry	Fri 12/28/18	Tue 1/8/19	8 days					1		I I					1	 	
30	MEP Rough	Mon 12/31/18	Tue 1/15/19	12 days									1	1				
31	Finish Carpentry	Fri 1/11/19	Mon 1/21/19	,									I				į	
32	MEP Final	Fri 1/18/19	Mon 1/28/19	-		į							i	i		İ	į	
33	Interior Finishes	Fri 1/25/19	Mon 2/18/19	•	į	į				ı			i	i		i	į	
34	MEP Prisoner Toilet/Lavatory	Mon 4/8/19	Tue 4/9/19	-	i I	į		 	i I	į į	i I					i I	İ	
35	Final Inspections	Thu 4/11/19	Fri 4/12/19	-	[1		I I	1	1	 		I I	I I		1	[
36	Substantial Completion	Mon 4/15/19	Mon 4/15/19	-	 	1		1	I I		 		1	1		I I	 	
37	Clerk's Area	Mon 3/11/19	Fri 3/29/19	- 1	1	1		1	I I				1	1		1	[
38	Demolition & Rough MEP	Mon 3/11/19	Fri 3/15/19		[1		1	1	_	1		1	1		1	Į Į	
39	Glass & Glazing	Mon 3/11/19	Fri 3/29/19	-				1	 				1	1		1	 	
40	Acoustical Ceiling Tiles	Fri 3/15/19	Thu 3/28/19	-				1									[
41	New Addition and Exterior Improvements	Mon 4/1/19	Fri 8/16/19	- 1				1			-							-
42	Site Demolition	Mon 4/1/19	Fri 4/19/19			1		I	İ				i I			i I		
43	Foundations	Wed 4/10/19	Fri 4/26/19					1	i I	i	i		<u> </u>	i		I I	İ	
44	Masonry & Rough Framing	Wed 4/24/19	Tue 5/14/19		i I	į		1	1	i I	i I			<u> </u>		1	i	
45	Roofing	Mon 5/13/19	Tue 5/28/19	•	i I	i I		I I	I I	I I	i I I				<u></u>	1	i I	
46	Exterior Improvements	Mon 5/20/19	Fri 6/14/19	· .	1	1		I I	I I	1	1 1		1			1	 	
47	MEP Rough	Mon 5/27/19	Fri 6/14/19		1	1		I I	I I	I I			1			1	1	
48	Glass & Glazing	Mon 6/10/19	Fri 7/5/19			I I		1					1				l I	
49	Interior Finishes	Mon 6/17/19	Fri 8/9/19		 			1			 			!				
50	Site Paving & Landscaping	Tue 6/18/19	Mon 8/5/19	-				1										<u> </u>
51	Final MEP	Mon 7/8/19	Fri 8/9/19	-				1	1					!				
52	Final Inspections	Fri 8/9/19	Thu 8/15/19	•				1									 	- 6115
53	Substantial Completion	Fri 8/16/19	Fri 8/16/19	0 days	i I	<u> </u>		<u>i</u>	i	i	İ		<u>i</u>	i		i	[● 8/16



INITIALS

EXHIBIT "F" TO AGREEMENT BETWEEN

48TH DISTRICT COURT ("OWNER")

AND

CUNNINGHAM-LIMP DEVELOPMENT COMPANY ("DESIGN-BUILDER")

SCHEDULE OF VALUES

Description	Esti	mated Cost
Desire & Fasing sains	c	00.500
Design & Engineering	\$	26,500
Pre-Construction Services		5,000
Onsite Supervision & Project Management		70,500
Geotechnical Investigation & Construction Testing		7,500
Demolition & Removals		30,000
Earthwork		23,000
Landscaping		4,500
Site Paving & Concrete		17,000
Foundations		29,000
Masonry		100,500
Structural Steel		42,500
Decorative Bollards		12,000
Roofing & Siding		30,500
Interior Concrete		7,000
Glass, Glazing, Film & Bullet Resistance Glazing		235,000
Carpentry & Acoustical Ceilings		90,500
Doors, Frames & Hardware		15,500
Millwork		14,000
Painting		7,500
Floor Covering		30,000
Plumbing		18,000
HVAC		45,500
Electrical & Fire Alarm Modifications		196,500
Fire Protection		12,000
Payment and Performance Bond		15,000
Overhead & Insurance Reimbursement		54,500
Final Cleaning, Code Signage & Fire Extinguishers		2,500
Subtotal Costs:		1,142,000
Contractor Fee:		57,500
Contractor i ee.		37,300
Subtotal Cost:		1,199,500
Construction Contingency:		50,000
Not To Exceed Total Cost:	\$	1,249,500
	<u> </u>	.,,.
Additional Items Not Included Above:		Dy Owner
Exterior Signage		By Owner
Low Voltage / IT		By Owner
Municipal Permits & Fees Allowance		By Owner
Owner Building Signage Allowance (Direct Purchase)		







48TH DISTRICT COURT("OWNER") AND ERTIFICATE OF LIABILITY INSURANCE

EXHIBIT "G" TO AGREEMENT BETWEEN

DATE (MM/DD/YYYY) 1/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate floraci in fieu of Such Chaol Sement(3).								
PRODUCER	CONTACT Debra Mirch							
VTC Insurance Group	PHONE (A/C, No, Ext): (248)828-3377 (A/C, No): (248)828-3741							
Troy Office	E-MAIL ADDRESS: dmirch@vtcins.com							
1175 W. Long Lake Ste. 200	INSURER(S) AFFORDING COVERAGE	NAIC #						
Troy MI 48098-4960	INSURER A :National Fire Ins. of Hartford	20478						
INSURED	INSURER B:Continental Insurance Company 20478							
Cunningham-Limp Development Co.	INSURER C:Continental Casualty Co	20443						
28970 N Cabot Dr, Suite 100	INSURER D: Valley Forge Insurance Co. 2							
Novi, MI 48377	INSURER E :							
	INSURER F:							

COVERAGES CERTIFICATE NUMBER:18-19 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	R TYPE OF INSURANCE			BR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	х	CLAIMS-MADE X OCCUR					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
				6012690796	6/1/2018	6/1/2019	MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
		OTHER:					Employee Benefits \$ 1,000,000
	AU	TOMOBILE LIABILITY					COMBINED SINGLE LIMIT \$ 1,000,000
lв		ANY AUTO					BODILY INJURY (Per person) \$
-		ALL OWNED SCHEDULED AUTOS		6012690782	6/1/2018	6/1/2019	BODILY INJURY (Per accident) \$
	х	HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	х	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE \$ 9,000,000
l c		EXCESS LIAB CLAIMS-MADE					AGGREGATE \$ 9,000,000
		DED RETENTION \$ 0		6012690801	6/1/2018	6/1/2019	\$
		RKERS COMPENSATION DEMPLOYERS' LIABILITY					X PER OTH- STATUTE ER
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT \$ 1,000,000
D	(Mai	ICER/MEMBER EXCLUDED?	117.6	6012690815	6/1/2018	6/1/2019	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	A Leased/Rented Equipment			6012690796	6/1/2018	6/1/2019	\$100,000 Limit \$1,000 Deduct
	fr	om Others					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: 48th District Court Renovation. Where required by written contract, 48th District Court and Bloomfield Twp are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder.

OLIVIII IOATE HOLDER	CANGELLATION							
48th District Court 4280 Telegraph Rd Bloomfield Hills, MI 48302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	AUTHORIZED REPRESENTATIVE							
	Alan Chandler/DMIRCH Alan P. Chandler							

CANCELL ATION

© 1988-2014 ACORD CORPORATION. All rights reserved.

INITIALS

CEDTIFICATE HOLDED



48th DC Project Meeting Follow Up

Samuel Ashley <sashley@clc.build>

Tue, Jan 15, 2019 at 5:47 PM

To: Joe Valentine <Jvalentine@bhamgov.org>

Cc: "Savoie, Leo C." <lsavoie@bloomfieldtwp.org>, "Louise Patton (lpatton@48thdc.us)" <lpatton@48thdc.us>

Hi Joe,

As a follow up from our meeting last Wednesday I have drafted the attached letter to address the questions from the meeting.

Specifically, it addresses the following:

- Process for the development of the Scope of Work and Basis of Design.
- Outlining the various steps of refinement of the budget/design.
- Partnership interaction with the four funding agencies.
- A better understanding of the project costs by allocation of resource.

You may have heard, but West Bloomfield approved everything last night. Let me know if you need more information or have any follow up questions?

I would like to attend the City meeting in the event there are questions. Please let me know when that will take place so I can hold the date.

Thanks again and we are looking forward to starting the project.

-Sam



Samuel J. Ashley, Jr.

Vice President

Direct: 248-893-2311

Cell: 248-763-0671



Headquarters

Traverse City

28970 Cabot Dr.

818 Red Dr.

Suite 100

Suite 30

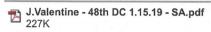
Novi, MI 48377

Traverse City, MI. 49684

CL Celebrates 35 Years! Learn More...



Privileged and confidential: The information contained in this communication is intended only for the use of the individual(s) to whom this communication is directed and may not be viewed, copied or distributed by others without permission.





Traverse City 818 Red Drive• Suite 30 Traverse City• MI•49684

www.cunninghamlimp.com

January 15, 2019

Mr. Joseph Valentine City Manager, City of Birmingham 151 Martin Street PO Box 3001 Birmingham, MI 48012

Sent Via Email

RE: 48th District Court Project Summary and Question Response

Dear Mr. Valentine,

Thank you again for taking the time to meet with me and Leo Savoie last Wednesday at the Bloomfield Township Offices to discuss the overall project and the specific questions regarding the process taken to prepare the project for commencement of construction. As a follow up, this letter shall provide documented answers to the items discussed at the meeting.

As an introduction, it may be helpful to understand Cunningham-Limp's qualifications from our 35-years in business. Specifically, Cunningham-Limp has:

- Completed over 21 million square feet of facilities, totaling over \$2-Billion in construction revenue, located within 21 States.
- Never missed a schedule deadline or budget expectation on a project.
- Annually, 85% of our revenue comes from past clients with the balance originating from new clients.
- Provided similar design and construction services for other municipal/governmental institutions that are being provided for the 48th District Court, including The City of Farmington Hills, Orion Township, Bloomfield Township, Auburn Hills, The Federal Bureau of Investigation (FBI), State of Michigan DEQ, State of Michigan District Courts and City of Rochester.

48th District Court J. Valentine January 15, 2019 Page 2 of 5

Given our relevant experience and qualification, we believe this is why Cunningham-Limp was contacted initially as one of the groups considered for the 48th DC project.

Cunningham-Limp was selected after being interviewed and after presenting both our qualifications and a Fees and Services proposal. It should be noted that our services are being provided within a not-to-exceed guaranteed maximum price agreement. This document has been circulated to the Court and the four municipalities that contribute to the expenses of the project. Within this document, you will see that it is an "open-book" format with a reimbursement of insurance, overhead, staff and a fee. The fee associated to the work is five percent (5%). This is the same fee presented within our proposal from two years ago. It should be noted that if services were solicited in 2019, the fee would be much higher due to market conditions and workload within our region.

Scope of Work, Budgeting and Scheduling Process:

At the point in which C-L was hired, we were provided three independent safety and security reports. The reports were generated from local law enforcement as well as the Michigan Supreme Court. From that, the Architect interviewed staff and deputies to develop programmatic information to marry with the recommendations of the Michigan Supreme Court. Copies of these reports can be provided directly from the Court.

Several concept studies were completed from the reports and programming information. These studies evaluated everything from adding a second floor to the existing building, adding external corridors for circulation, emergency threat containment, relocation key functions to the lower level and ultimately resulted in the current design. Each study was accompanied with a budget, schematic design and a pro/con evaluation for assessment.

Once the base design and scope of work was established, it was reviewed with the Court staff, the deputies and the initial assessment groups. From that, a secondary list of considerations was developed. This included items such as an emergency backup generator, interior improvements, addressing the current prisoner holding cells, etc. At one point, the list was up to 25 select items. Each item was developed with a schematic design/narrative, budget and pro/con analysis. Through the process of continued analysis, the list was condensed to reflect safety and security items that were considered essential.



48th District Court J. Valentine January 15, 2019 Page 3 of 5

At the conclusion of the above mentioned efforts, the project is now referenced into two sections:

- 1. The +/-1,100 SF Secured Main Entrance Expansion
- 2. Existing Building Improvements New Emergency Generator, Prisoner Holding Cell Expansion, Staff Security Glazing, Etc.

Once a properly defined project was designed, budgeted and evaluated, tours with each of the four funding agencies were conducted. This was intended to share the current state of the existing conditions and share the proposed solutions to address the deficiencies. To my knowledge, members from each funding agency were present and participated in the informative tours, including the City of Birmingham. After the tours, a meeting was held in the Bloomfield Township Offices to discuss next steps on how the project will be funded. At that meeting it was discussed and approved to commence with formal design documents and get validated subcontractor pricing. This was paramount to complete prior to the funding agencies approving the project for funding.

Throughout the months of September – December, the design was completed, submitted to the Bloomfield Township for Site Plan Review and submitted to the Building department. The completed design documents were also used for competitive subcontractor bidding. In addition to the design and pricing, an AIA 141 Agreement for Design-Build Services was provided to the Court and each funding agency for review and comment.

At our meeting last week I provided you a copy of the subcontractor bidding summary and also showed you the bid result binder, both of which have been reviewed with the Court and Bloomfield Township. In each case, the lowest qualified subcontractor bid has been selected for inclusion in formulating the not-to-exceed guaranteed maximum price total amount. It should also be noted that the Agreement addressed unspent project funds. In the event there are savings or unspent funds, 100% of these funds shall be returned to the Court and four funding agencies.



In addition to the process of developing the scope of work, budgeting and schedule, another question was asked in regards to the cost per square foot. From a practical and rule of thumb standpoint, many people commonly would divide the project cost by the square footage of the project to result in a quick high level market comparison of the price.

This exercise when performed is subjective given the specific project facts.

Example: \$1,249,500 / 1,100 SF = \$1,135.9 / SF

The inverse example would be dividing the project cost by the total building square footage (Existing and Addition). This too is flawed:

• Example: \$1,294,500 / 55,000 SF = \$22.71 / SF

The reason both of these examples are flawed is due to the fact that there are several improvements associated to the existing building within the total cost. The approximate breakdown is as follows:

Identification:	Associated Costs:	Percentage of Total:
New Building Generator	\$230,000	18%
Existing Building Improvements: - Third Holding Cell - Two Prisoner Interview Rooms - Clerks Area Improvements - Probation Area Improvements - Existing Lobby Modifications - Exterior Security Improvements	244,500	20%
New Addition Related Items: - 1,100 SF Shell Addition - Security Items within Addition - Finishes and Mech/Elec Improvements	390,000 210,000 175,000	31% 17% 14%
Total Project Costs:	\$1,249,500	100%



48th District Court J. Valentine January 15, 2019 Page 5 of 5

In summary, the efforts to ensure the aspects of this project have been well developed, challenged appropriately and shared in a step-by-step process with the Court and the funding agencies has taken over two-years. The conclusion of the preliminary planning, comprehensive design, municipal interaction, and competitive bidding has resulted in the final not-to-exceed Agreement provided to all of the funding Municipalities.

As of January 14, 2019, Bloomfield Township, the City of Bloomfield and the Township of West Bloomfield have approved the project and cost sharing agreement. The included information has been provided to address the questions discussed at our meeting last week.

In the event there are follow-up questions, we will make ourselves available to address these. Please let me know when this will be on the Agenda and I will make sure we are available to address any questions from the City Commissioners.

Thank you again for the time last week and we are excited to begin the project once all aspects have been approved.

Sincerely,

CUNNINGHAM-LIMP COMPANY

Sent Joung

Samuel J Ashley, Jr.

Vice President

cc: Louise Patton, 48th District Court

Leo Savoie, Bloomfield Township





48th DC Project Meeting Follow Up

Joe Valentine < Jvalentine@bhamgov.org>

Mon, Jan 21, 2019 at 11:49 AM

To: Samuel Ashley <sashley@clc.build>

Cc: "Savoie, Leo C." <lsavoie@bloomfieldtwp.org>, "Louise Patton (lpatton@48thdc.us)" <lpatton@48thdc.us>, Tim Currier <tcurrier@bhlaw.us.com>

Sam,

Upon review of your letter it became apparent it doesn't correspond with the AIA agreement (exhibit F) we are being asked to endorse. Please note the attached which includes the numbers in your letter and the costs in the agreement. Can you clarify why your letter differs from the agreement? You'll note the generator is not mentioned in the agreement as an example.

Thanks, Joe

On Tue, Jan 15, 2019 at 5:47 PM Samuel Ashley <sashley@clc.build> wrote:

[Quoted text hidden]

[Quoted text hidden]



EXHIBIT "F" TO AGREEMENT BETWEEN 48TH DISTRICT COURT ("OWNER") AND

CUNNINGHAM-LIMP DEVELOPMENT COMPANY ("DESIGN-BUILDER")

SCHEDULE OF VALUES

Description	Estimated Cost		
Design & Engineering	\$	26,500	
Pre-Construction Services		5,000	
Onsite Supervision & Project Management		70,500	
Geotechnical Investigation & Construction Testing		7,500	
Demolition & Removals		30,000	
Earthwork		23,000	
Landscaping		4,500	
Site Paving & Concrete		17,000	
Foundations		29,000	
Masonry	100.500		
Structural Steel		42,500	
Decorative Bollards		12,000	
Roofing & Siding		30,500	
Interior Concrete		7,000	
Glass, Glazing, Film & Bullet Resistance Glazing		235,000	
Carpentry & Acoustical Ceilings		90,500	
Doors, Frames & Hardware		15,500	
Millwork		14,000	
Painting		7,500	
Floor Covering		30,000	
Plumbing		18,000	
HVAC		45,500	
Electrical & Fire Alarm Modifications		196,500	
Fire Protection		12,000	
Payment and Performance Bond		15,000	
Overhead & Insurance Reimbursement		54,500	
Final Cleaning, Code Signage & Fire Extinguishers		2,500	
Subtotal Costs:		1,142,000	
Contractor Fee:		57,500	
Subtotal Cost:		1,199,500	
Construction Contingency:		50,000	
Not To Exceed Total Cost:	\$	1,249,500	
Additional Items Not Included Above:			
Exterior Signage		By Owner	
Low Voltage / IT		By Owner	
Municipal Permits & Fees Allowance		By Owner	
Owner Building Signage Allowance (Direct Purchase)			

INITIALS



In addition to the process of developing the scope of work, budgeting and schedule, another question was asked in regards to the cost per square foot. From a practical and rule of thumb standpoint, many people commonly would divide the project cost by the square footage of the project to result in a quick high level market comparison of the price.

This exercise when performed is subjective given the specific project facts.

• Example: \$1,249,500 / 1,100 SF = \$1,135.9 / SF

The inverse example would be dividing the project cost by the total building square footage (Existing and Addition). This too is flawed:

Example: \$1,294,500 / 55,000 SF = \$22.71 / SF

The reason both of these examples are flawed is due to the fact that there are several improvements associated to the existing building within the total cost. The approximate breakdown is as follows:

Identification:	Associated Costs:	Percentage of Total:
New Building Generator	\$230,000	
Existing Building Improvements: - Third Holding Cell - Two Prisoner Interview Rooms - Clerks Area Improvements - Probation Area Improvements - Existing Lobby Modifications - Exterior Security Improvements	244,500	20%
New Addition Related Items: - 1,100 SF Shell Addition - Security Items within Addition - Finishes and Mech/Elec Improvements	390,000 210,000 175,000	31% 17% 14%
Total Project Costs:	\$1,249,500	100%



48th DC Project Meeting Follow Up

Samuel Ashley <sashley@clc.build>

Mon, Jan 21, 2019 at 1:38 PM

To: Joe Valentine <Jvalentine@bhamgov.org>

Cc: "Savoie, Leo C." <lsavoie@bloomfieldtwp.org>, "Louise Patton (Ipatton@48thdc.us)" <lpatton@48thdc.us>, Tim Currier <tcurrier@bhlaw.us.com>

Hi Joe.

To follow up on the correspondence below and my call to you for a better understanding of your question, I am providing this email response.

First point of clarification:

- The Agreement Exhibits, specifically C Specifications, D Contract Drawings, E Project Timeline, and F Schedule of Values shall all be read in connection.
- The specifications will provide the written description for the scope of work illustrated on the drawings. That scope of work is listed in schedule value format on Exhibit F by trade disciplines.
- Example: On Exhibit C, under section B. Demolition and Removal, there are descriptive points 1 5. This is the written scope of work for the line item on Exhibit F, labeled Demolition and Removal and the associated value. The location for this work is provided on Exhibit D Contract Drawings.

Second point of clarification:

- Regarding the example below pertaining to the Generator:
 - o The letter memo was provided to better understand why the initial cost/SF question/analysis was flawed.
 - o The information in the letter was grouped by the approximate, but comprehensive values associated to the three project elements: 1) Building Generator, 2) Existing Building Improvement, 3) New Addition.
 - o When looking at the amount listed in the letter memo for the Generator you will see it is approximately \$230,000.
 - This amount represents the comprehensive total of all items related to the generator.
 - The \$230,000 is made up of the purchase of the generator, installation of the generator, Site demolition for placement, concrete pad for generator to sit on, patching of asphalt and site concrete due to the placement location, landscaping for screening, design, contingency proration, etc.
 - That said, there are many trade services and costs associated to buying and installing the generator.
 - o Specifically, the purchase and labor for install of the generator is within the Electrical line item on Exhibit F and written out in Exhibit C, page 9 of 10, under Section M. Electrical, point 4 "A 400 KW diesel generator with tank base will be provided with an automatic transfer switch and grounding."
 - o The demolition associated to this is in the Specification/Exhibit C as well under Section B. Demolition and Removals, point 1. Same for the balance of the project work as well as the location is provided in the Contract Drawings, Exhibit D.
 - o The pavement repair is within Site paving and Concrete, etc., etc., etc.

associated values attributed to the 3 general improvements that make up the project and why the general cost / SF analysis is flawed due to the nature of the assemblage of Work.

If it is helpful, I can make time to come by the City and we can walkthrough everything point-by-point? Let me know if we should schedule this?

Thanks again, Sam

From: Joe Valentine [mailto:Jvalentine@bhamgov.org]

Sent: Monday, January 21, 2019 11:50 AM
To: Samuel Ashley <sashley@clc.build>

Cc: Savoie, Leo C. <lsavoie@bloomfieldtwp.org>; Louise Patton (Ipatton@48thdc.us) <lpatton@48thdc.us>; Tim Currier <tcurrier@bhlaw.us.com>

Subject: Re: 48th DC Project Meeting Follow Up

Sam,

[Quoted text hidden] [Quoted text hidden]

City of Birmingham A Walkable Community

MEMORANDUM

Planning Division Department of Public Services

DATE: January 18th, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director

Nicholas Dupuis, Planning Intern

Lauren Wood, Director of Public Services

SUBJECT: Alleys and Passages Improvement Phase 2 – Waste Receptacles

INTRODUCTION:

In 2017, the Planning Division was directed to study possible remedies to improve the City's alley and passage network to boost walkability and reinforce the Strategy for Alleys and Passages plan adopted in 2012. The second phase of the improvement project, waste receptacles, targeted Chapter 90 of the City's Zoning Code entitled Solid Waste, which contains regulations regarding residential and commercial solid waste storage and pickup, among others. The full list of alley improvement phases are as follows:

- Phase 1: Wayfinding and Signage
- Phase 2: Waste Receptacles
- Phase 3: Code Enforcement
- Phase 4: Parking Control
- Phase 5: Paving and Stormwater Management
- Phase 6: Alley Width Standards

BACKGROUND:

To begin the process of addressing waste receptacles in the alley and passage system in Birmingham, it is important to define a clear set of goals to base the proposed changes off of:

- 1. Protect the public's health and prevent nuisances stemming from the amount of litter, filth, and smell associated with the improper use, maintenance and placement of dumpsters in the City's alleys and passages.
- 2. Regulate the number, location, maintenance, and operation of solid waste facilities by maintaining the most current permit information on file to improve code enforcement efforts.
- 3. Support the intent of the City's Master Plan by eliminating physical, visual and olfactory impediments to the accessibility and walkability of the City's alley and passage network.
- 4. Protect air, surface and groundwater resources.
- 5. Promote and support the recycling of materials.

The City would like to achieve these goals by adopting several very clear, concise and strategic ordinance amendments aimed at correcting any current insufficiencies in the enforcement and record keeping by the City, waste haulers, and businesses/property owners. These ordinance

amendments will lay the groundwork for City Staff to study the future of waste receptacles in the alley and passage system in Birmingham. The future possibilities, as discussed in previous meetings, could be transferring refuse pickup to a single hauler City-run service with compactors placed strategically through alleys.

Upon presentation, revision, and adoption of a new set of ordinances, waste haulers and businesses/property owners will be notified immediately of the impending changes to the ordinance. This notification will include a copy of the updated ordinance and a series of timelines in which the City will require an update of permit records and inspections.

LEGAL REVIEW:

The City Attorney has reviewed the proposed ordinance amendments and has no concerns.

FISCAL IMPACT:

The Zoning Code amendments proposed have no direct fiscal impact on the City.

SUMMARY:

The City Commission should discuss the proposed Zoning Code amendments to Chapter 90 – Solid Waste and their intended effect on the cleanliness of Birmingham's alley and passage system.

ATTACHMENTS:

- 2018 Long Range Planning meeting minutes
- Current Chapter 90 Solid Waste
- Suggested ordinance language amendments to Chapter 90 –Solid Waste

SUGGESTED RESOLUTION:

To amend Chapter 90, Solid Waste, sections 90-25 through 90-38 of the City Code to amend the definitions, rules and regulations, collection schedules, collection procedures, required containers, waste storage, disposition of refuse, refuse collectors, and violations.

City Commission Minutes January 27, 2018

2017 in order to clarify what uses are allowed in the first 20' of the first floor of a business.

- o Current Areas of Study include:
 - Potentially reducing retail district boundaries to no more than 2 4 blocks in size, limiting the retail uses to 'true retail" on the first floor within in this core area, and then creating a secondary district within the downtown that could allow some quasi-retail and personal service uses.
 - Whether 20' of retail depth on the first floor is sufficient. Other communities studied have a range of 35' – 80' of retail depth on the first floor.
 - Whether office-type equipment should be allowed in the first 20' of retail depth.
 - Whether there should be a maximum dimension for permitted lobbies for hotels, offices and residential units within the Redline Retail District. The Zoning Ordinance currently allows 50% of the first floor retail space to be used for lobbies, but in large buildings this allows lobbies to occupy a large expanse of the storefront space, thus creating a less active and less visually attractive section of storefront that breaks up the retail area.
 - An evaluation of current properties with buildings located in the Redline Retail District that have not been constructed to support first floor retail uses, and whether those buildings should be grandfathered in.
- City Staff is currently going through the Redline Retail District block-by-block in order to provide the Planning Board with sufficient information to carry out these studies.

Commissioner DeWeese said:

- Current properties located in the Redline Retail District that do not support first floor retail uses should be grandfathered in until major renovations or building demolishment occur. Concomitantly, any buildings that can accommodate first floor retail should be strictly required to do so.
- The retail depth requirements should be increased beyond 20'.

Commissioner Hoff said window coverings should be addressed in order to promote first floor retail displays that provide interest to the street.

Planning Director Ecker told Commissioner Hoff that windows can no longer be blocked by shelving unless the retail space was grandfathered in, but window treatments are currently still allowed due to glare from the sun. Planning Director Ecker stated that this would be readdressed by the Planning Board as part of the study of the retail depth requirements.

Commissioner Nickita said he is more concerned about the products that occupy the first 20' of retail, as opposed to the depth of the retail space. He would like to see the issue studied.

2. Alley Regulations

Planning Director Ecker reported that:

- An Alleys and Passageways Plan was done in 2012 to try and activate the City's alleyways. The Plan delineates three types of alleyways, or 'vias':
 - o Active vias, for cars and people;
 - o Connecting vias, which are for bicycles and pedestrians only; and,

- Destination vias, with the goal of creating a public gathering space or plaza.
- There have been concerns about the conditions of the alleys including garbage, clutter, parked cars, graffiti and other issues.
- The City is exploring ways to address waste receptacle regulation, parking control regulations, paving and water retention, signage and wayfinding, and general code enforcement.
 - Other communities' approaches to waste receptacles are being studied. Some communities require each dumpster to be labelled with the owner's name and the trash hauler's name. In addition, some communities require that the dumpsters be maintained in good condition.
 - Signage regulating parking needs to be provided in order to allow the police department to enforce parking regulations in the public portions of the alleys.
 - The issues of paving and water retention could be improved by material upgrades and more attention to greening the space.
 - o Signage can help direct pedestrians to retail frontage that opens up into the alleyways.

Planning Director Ecker told Commissioner Boutros that Birmingham has not been responsible for collecting the waste produced by the City's commercial retailers.

Commissioner Boutros suggested that Birmingham should attempt having one waste collector for the City. He continued that he believes the alleyways are high priority and he would like to see the issue advanced.

Planning Director Ecker explained that the current regulations on alleyways can only be enforced if a retailer comes before the Commission for a Site Plan or Design Review, which means the City is currently unable to address day-to-day issues.

City Manager Valentine acknowledged that the alleyway issues span many different City departments and are being approached through interdepartmental coordination in order to craft a comprehensive approach.

City Manager Valentine confirmed for Mayor Harris that proposals addressing these issues will be brought before the Commission.

Planning Director Ecker said that these issues are largely outside the jurisdiction of the Planning Board because they deal with areas of the City Code beyond the Zoning Ordinances.

Commissioner Nickita stated that the most successful alleys are the alleys where retail open up into the alley. He would like to discuss possible regulations which encourage both current and new developments to invest in alley activation.

3. Bistro Regulations

Planning Director Ecker outlined Bistro issues which include:

 Use of Eisenglass – Doing so extends the time period outdoor dining areas are in operation which increases the number of seats for the restaurant as a whole for a majority of the year; Chapter 90 - SOLID WASTE

Current Version of Chapter 90

ARTICLE I. - IN GENERAL

Secs. 90-1—90-25. - Reserved.

ARTICLE II. - COLLECTION AND DISPOSAL

Sec. 90-26. - Definitions.

For purposes of this article, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved garbage grinder means garbage grinders which conform in all respects to the requirements contained in <u>chapter 22</u>.

Ashes means residue from fires used for cooking and heating buildings.

Bulky scrap metal means metal wastes, including but not limited to metal box springs, metal awnings, metal railings, cast iron tubs and sinks, lawn mowers, bicycles, metal bed frames, metal shelving, furnaces, metal fencing, plumbing pipe, exercise machines, barbeque grills, garage doors and garage door runners, metal desks, file cabinets, ladders, barbells, metal playground equipment, audio/visual carts, aluminum siding, metal wheelbarrows, screen doors, small metal sheds, car doors; and white goods, such as residential appliances, including but not limited to, water heaters, water softeners, water tanks, washers, dryers, stoves, air conditioners and refrigerators and freezers.

Bulky waste, as utilized by SOCRRA, means large items of solid waste, including but not limited to furniture, mattresses, box springs, and other oversize wastes whose large size precludes their handling by normal collection, processing, or disposal methods. Bulky waste does not include bulky scrap metal items, such as white goods.

Commercial refuse means waste materials from businesses, factories and processing plants.

Construction refuse means waste materials resulting from alteration, repair or construction of buildings or structures.

Dead animals means carcasses of animals, fowl or fish.

Director shall mean the public services director of the city.

Garbage means animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods and all other organic matter subject to rapid decomposition. Garbage does not include dead animals.

Limited bulky scrap metal means the larger bulky scrap metal items, including but not limited to metal box springs, metal awnings, metal railings, cast iron tubs, metal bed frames, metal shelving, furnaces, metal fencing, garage doors and garage door runners, metal desks, metal playground equipment, aluminum siding, screen doors, small metal sheds, car doors; and white goods, such as residential appliances, including but not limited to, water heaters, water softeners, water tanks, washers, dryers, stoves, air conditioners and refrigerators and freezers.

Newspaper means newsprint, magazines, cardboard, corrugated boxes, paper boxes, wrapping paper, paperback books, junk mail and phone books.

Recyclables or recyclable materials means those materials which would otherwise become refuse and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products pursuant to SOCRRA's collection requirements, and/or are acceptable materials at the MRF. Examples include but are not limited to all plastic containers, clear and brown glass, metal cans, small scraps, metal objects, household batteries in a clear baggie, cardboard boxes and large metal items.

Recycling container means a durable or disposable container owned by the city for the collection of recyclables only.

Refuse means those solid wastes as set forth in Michigan Public Act 641 which are acceptable for disposal in a type II sanitary landfill and shall not include any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including, but not limited to, municipal solid waste incinerator ash) or hazardous waste.

Residential unit means any individual living unit in a single family dwelling, multiple family dwelling or mixed use dwelling intended for, or capable of being utilized for, residential living. Residential unit does not include any other type of individual living unit in a hotel or motel, guesthouse, residential care facility, extended care facility, sorority or fraternity house, school, dormitory, residential service facility, emergency residential shelter, hospital, convent, or monastery, that would be defined as a commercial establishment as defined by this Code.

Rubbish means garbage, paper, rags, rubber, tin cans, glass, bottles and ordinary combustible wastes from residences and business establishments.

White goods means metal residential appliances, including but not limited to, water heaters, washers, dryers, stoves, air conditioners and refrigerators.

Yard recyclables means leaves, shredded twigs and grass clippings, free of other debris or refuse.

Yard waste means compostable materials such as leaves, grass clippings, vegetable or other garden debris, shrubbery, brush or tree trimmings less than four feet in length and two inches in diameter, that can be converted to compost humus. The term excludes agricultural waste, animal waste, roots, sewage sludge, stumps, and treated wood.

(Code 1963, § 2.1; Ord. No. 1688, 11-9-98; Ord. No. 1934, 7-9-07)

Cross reference— Definitions generally, § 1-2.

Sec. 90-27. - Rules and regulations.

The director shall make such reasonable rules and regulations concerning the collection of refuse as he may deem proper, subject to the approval of the city commission. No person shall fail to observe any rule or regulation so adopted and approved.

(Code 1963, § 2.6; Ord. No. 1688, 11-9-98)

Sec. 90-28. - Collection schedule.

The city manager, subject to the approval of the city commission, shall establish a schedule for the collection of garbage and refuse, yard recyclables and yard waste throughout the city and shall engage or provide the proper labor and equipment for carrying out such schedule. Such schedule shall provide not less than one collection weekly for residential areas and may include less frequent collection of bulky items.

(Code 1963, § 2.2; Ord. No. 1688, 11-9-98)

Sec. 90-29. - Violations.

- (a) No such person shall throw or deposit any refuse upon or into any street, alley or other property, public or private, except as specifically permitted in this article. It shall be the duty of every occupant of property and the owner of unoccupied property at all times to maintain the premises occupied or owned by him in a clean and orderly condition, permitting no deposit or accumulation of garbage or refuse upon such premises unless stored or accumulated as permitted by this article.
- (b) The throwing or placing of refuse or permitting it to accumulate on either public or private property contrary to the provisions of this article is declared to be a public nuisance and a violation of this Code. Upon discovery of such a public nuisance, it shall be abated as follows:
 - (1) The city manager, or his designee, shall by written demand either:
 - a. Serve upon one of the occupants of the premises upon which refuse has accumulated or the premises directly adjoining the public right-of-way upon which refuse has accumulated or upon the person to whom such premises are assessed for taxes on the then current tax rolls; or
 - b. Post in a conspicuous place on such premises an order that the refuse be removed. If such demand has not been complied with within a 48-hour period, the city may remove such refuse and take such other action as may be required to abate the nuisance caused hereby. The failure to remove such materials within the 48-hour period shall constitute an additional violation of this Code.
 - (2) Upon determination by the city manager, or his designee, that the nuisance created by the refuse constitutes a hazard to the public health, safety or welfare, he may cause the nuisance to be abated without the prior notice described in subsection (b)(1), above.
 - (3) The cost of any abatement pursuant to this subsection including, but not limited to, all administrative, labor, materials, storage, disposal, transportation, and other costs, incurred by the city shall be charged and billed against the owner or occupant of the premises or the individual or entity violating this section. In the event that these charges are not paid within 60 days after such billing, a special assessment shall be created if applicable pursuant to the provisions of chapter 94 of this Code.
- (c) No person except those employed or authorized by the city shall remove or cause to be removed any newspapers or recyclables which have been placed for collection pursuant to this chapter.
- (d) No person shall remove leaves from a property that is not adjacent to a street having permanent surfacing, curbs and gutters and deposit such leaves next to the curbs and gutters. In the event that it is determined that such leaves constitute a hazard to the public health, safety or welfare, the leaves may be removed by the city and the cost thereof shall be paid by the offender pursuant to subsection (b)(3) of this section.
- (e) No person shall remove leaves from a property and deposit such leaves next to a curb that is not adjacent to the property from which the leaves have been removed. In the event that it is determined that such leaves constitute a hazard to the public health, safety or welfare, the leaves may be removed by the city and the cost thereof shall be paid by the offender pursuant to subsection (b)(3) of this section.

(Code 1963, § 2.10; Ord. No. 1688, 11-9-98; Ord. No. 1730, 3-27-00)

Sec. 90-30. - Collection procedures, required containers.

All refuse, recyclables, yard recyclables and newspaper put out for collection must be contained and placed in conformance with the provisions of this article.

- (1) Leaves may be placed next to the curb during the period October 1 to December 1 in those streets having p surfacing, curbs and gutters.
- (2) For those properties not adjacent to streets having permanent surfacing, curbs and gutters, yard recyclables, if placed for collection, must be contained in city-approved bags or durable metal or plastic containers with decals displayed in accordance with regulations established by the director. Improperly contained yard recyclables will be tagged and left at the curb.
- (3) Yard recyclables and yard wastes may be composted, provided that the accumulation of this material does not exceed 125 cubic feet and does not emit odors offensive to a person of ordinary sensibilities.
- (4) Recyclables shall be separated and placed for collection only in recycling containers obtained from the city. Improperly separated or contained recyclables will be tagged and left at the curb. Recycling containers shall remain the property of the city.
- (5) Newspapers shall not be placed in refuse containers. Newspapers shall be separately accumulated, placed in paper bags or neatly bundled, tied in packages not exceeding 60 pounds and placed adjacent to or within recycling containers for collection.
- (6) Yard wastes, if put out for collection, shall be placed in durable metal or plastic containers ten- to 35-gallon in size. Branches two inches or less in diameter shall be cut to no more than four-foot lengths and tied securely and compactly in bundles less than 18 inches in diameter.
- (7) Refuse properly bundled or in approved containers may be set out in the lawn extension not more than 12 hours prior to the established time for refuse pickup as prescribed by the director, and all containers shall be removed from the extension within 24 hours after pickup.

(Code 1963, § 2.3; Ord. No. 1688, 11-9-98; Ord. No. 1935, 7-9-07)

Sec. 90-31. - Refuse containers.

Any refuse accumulated or stored outside of a dwelling or building on any premises shall be placed in containers conforming to the requirements of this article. All containers, including recycling containers, shall be placed at the rear or side of buildings at a place which is reasonably inconspicuous and away from streets and places occupied by other persons. The location of containers which are one yard or larger in size on both public and private property shall be subject to the approval of the director of the department of public services or the director's designee. No refuse may be stored or accumulated which is contaminated by any garbage, unless stored as garbage. The area in and around all commercial refuse containers shall be kept clean and free from refuse. No refuse may be stored, disposed of or otherwise placed in a container belonging to another unless receiving permission to do so.

- (1) Containers for ashes shall be of metal or sturdy construction and must have adequate handles to prevent spillage.
- (2) Containers for refuse to be collected for residential property, other than those specified by the city for use with yard recyclables or recyclables, shall be of metal or plastic of ten- or 35-gallon capacity with tight fitting covers. When the refuse to be removed from any residential establishment exceeds the capacity of two regulation 35-gallon containers, such excess may be placed in durable nonmetal expendable containers.
- (3) The combined weight of any refuse or recycling container and its contents shall not exceed 60 pounds, except dumpsters.

(Code 1963, § 2.4; Ord. No. 1688, 11-9-98; Ord. No. 1936, 7-9-07)

Sec. 90-32. - Disposition of refuse.

Refuse shall be disposed of only to the city collection service, except that any person may dispose of his own refuse:

- (1) By an approved garbage grinder located within a building.
- (2) If permitted by the director, by transporting the same to an authorized dump, but only in accordance with the rules and regulations pertaining thereto as adopted by the director. No person transporting any refuse in accordance with this section shall fail to securely cover and secure the load so that no part of such load shall be lost while being transported.
- (3) Recyclables and bundled and securely tied newspapers, when placed in the vicinity of the lawn extension for collection with the normal refuse pickup, shall become the property of the city.

(Code 1963, § 2.5; Ord. No. 1688, 11-9-98)

Sec. 90-33. - Refuse storage.

The occupant of any premises within the city which any refuse shall be accumulated which is not disposed of in an approved garbage grinder, shall maintain on the premises the number of containers sufficient to conveniently store the normal accumulation of refuse on the premises over a period of not less than seven days. Every such container shall be kept tightly covered with an impervious metal or plastic cover except when opened for the deposit or removal of refuse. Refuse containers shall be kept in a clean and sanitary condition at all times.

(Code 1963, § 2.7; Ord. No. 1688, 11-9-98)

Sec. 90-34. - Rates.

Charges for refuse collection shall be fixed by resolution of the city commission as set forth in the schedule of fees, charges, bonds and insurance and shall be collected from the premises receiving services under the terms of this article as provided by the city commission. Recycling containers that are not returned to the city prior to vacation of the premises by the owner or occupant shall be charged to the premises. The time and method of billing such charges shall be determined by resolution of the city commission.

(Code 1963, § 2.8; Ord. No. 1602, 10-17-94; Ord. No. 1608, 4-24-95; Ord. No. 1688, 11-9-98; Ord. No. 1731, 3-27-00; Ord. No. 2010, 2-8-10)

Sec. 90-35. - Numbering of commercial buildings.

- (a) The owners and/or occupants of all buildings in the city used for retail sales and/or service, wholesale, mercantile, warehouse, office, contracting, or any other commercial or industrial uses shall cause the correct street numbers to be placed on the rear door adjacent to the rear entrance of such buildings.
- (b) Numbers shall be a minimum of three inches and not to exceed six inches in height, and may be composed of standard manufactured numbers, but, if painted on, must be applied with a standard-type number stencil. The numbers shall be placed in such a position as to be plainly visible from the alley, service drive, easement, parking lot or any other rear access.

(Code 1963, § 2.9; Ord. No. 1688, 11-9-98)

Sec. 90-36. - Lien for delinquent charges.

- (a) Charges for refuse collection pursuant to the provision of Public Acts of 1947, No. 179, MCL 123.301 et seq., MSA et seq., and Section 5 of Public Acts of 1978, No. 345, MCL 123.315, MSA 5.2725(13), as may be amended from tim shall be a lien upon the premises to which the service is rendered. Refuse collection shall be deemed a service re the parcel of land where made.
- (b) Amounts delinquent for three months or more may be certified annually by the city treasurer to the city assessor who shall place the same on the next tax roll of the city. An additional penalty in an amount equal to 15 percent of the delinquent bill shall be added at the time the delinquent bill is entered on the tax roll. The time and manner of such certification and other details in respect to the collection of the rates and charges and the enforcement of the lien shall be established by the city commission by resolution. Such charges shall be collected and the lien enforced in the same manner as provided for the collection of taxes assessed upon the tax roll and the enforcement of a lien for unpaid taxes.

(Ord. No. 1608, 4-24-95; Ord. No. 1688, 11-9-98)

Sec. 90-37. - Refuse collectors.

Contractors providing refuse collection shall comply with the following requirements:

- (1) No refuse shall be collected until a refuse collector license has been obtained from the city and the applicable license fee has been paid as set forth in the schedule of fees, charges, bonds and insurance. The license fee shall be for the purpose of inspecting the vehicles and issuing the license.
- (2) Refuse shall only be collected between the hours of 7:00 a.m. and 6:00 p.m.
- (3) A list of all customers and the addresses where collection is performed shall be provided to the department of public services. This list shall be updated every three months.
- (4) All spills and messes occurring as a result of refuse collection shall be cleaned up immediately.
- (5) Failure to comply with these requirements may result in the revocation of the contractor's license.

(Ord. No. 1688, 11-9-98; Ord. No. 1937, 7-9-07; Ord. No. 2018, 2-8-10)

Sec. 90-38. - Storage of grease.

Animal or vegetable grease stored by businesses outside of their buildings must be kept in a self-contained, sealed, leak proof grease container which is approved by the director of the department of public services or the director's designee. The container and the area in and around the container must be kept clean. The name and address of the business must be clearly identified on the outside of the container. Any person or business found disposing of grease in the city sewer system shall be guilty of a misdemeanor and shall be responsible for the costs incurred by the city in cleaning up and disposing of the grease.

(Ord. No. 1688, 11-9-98)

Proposed Amendments to Chapter 90

CITY OF BIRMINGHAM ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 90, SOLID WASTE, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTIONS 90-25. THROUGH 90-38. OF CHAPTER 90 — SOLID WASTE OF THE CITY CODE TO AMEND DEFINITIONS, RULES AND REGULATIONS, COLLECTION SCHEDULE, COLLECTION PROCEDURES, REQUIRED CONTAINERS, STORAGE, DISPOSITION OR REFUSE, REFUSE COLLECTORS, AND VIOLATIONS.

Chapter 90 – SOLID WASTE

ARTICLE I. - IN GENERAL

Secs. 90-1 – 90-25. – Reserved.

Secs. 90-1 - 90-24. - Reserved.

ARTICLE II. - COLLECTION AND DISPOSAL

Sec. 90-25. – Statement of purpose and goals.

This ordinance regulates the disposition, storage, collection, and disposal of solid waste in the City of Birmingham. This ordinance has been adopted by the City of Birmingham to protect the public's health, safety and welfare; prevent nuisance; to protect air, surface and groundwater resources; to support the recycling of materials; to regulate the number, location, maintenance, and operation of solid waste facilities; and to support the intent of the City's Master Plan.

Where applicable, localized solid waste requirements supersede the general requirements outlined in this ordinance.

Sec. 90-26. - Definitions

For purposes of this article, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved garbage grinder means garbage grinders which conform in all respects to the requirements contained in chapter **Chapter 22**.

Ashes means residue from fires used for cooking and heating buildings.

Bulky scrap metal means metal wastes, including but not limited to metal box springs, metal awnings, metal railings, cast iron tubs and sinks, lawn mowers, bicycles, metal bed frames, metal shelving, furnaces, metal fencing, plumbing pipe, exercise machines, barbeque grills, garage doors and garage door runners, metal desks, file cabinets, ladders, barbells, metal playground equipment, audio/visual carts, aluminum siding, metal wheelbarrows, screen doors, small metal sheds, car doors; and white goods, such as residential appliances, including but not limited to, water heaters, water softeners, water tanks, washers, dryers, stoves, air conditioners and refrigerators and freezers.

Bulky waste, as utilized by SOCRRA, means large items of solid waste, including but not limited to furniture, mattresses, box springs, and other oversize wastes whose large size precludes their handling by normal collection, processing, or disposal methods. Bulky waste does not include bulky scrap metal items, such as white goods, move outs or oversized items.

Commercial refuse waste means waste materials from businesses, factories and processing plants.

Construction refuse means waste materials resulting from alteration, repair or construction of buildings or structures.

Dead animals means carcasses of animals, fowl or fish.

Director shall mean the public services director of the city City.

Garbage means animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods and all other organic matter subject to rapid decomposition. Garbage does not include dead animals.

Household waste means waste materials from single family homes.

Limited bulky scrap metal means the larger bulky scrap metal items, including but not limited to metal box springs, metal awnings, metal railings, cast iron tubs, metal bed frames, metal shelving, furnaces, metal fencing, garage doors and garage door runners, metal desks, metal playground equipment, aluminum siding, screen doors, small metal sheds, car doors; and white goods, such as residential appliances, including but not limited to, water heaters, water softeners, water tanks, washers, dryers, stoves, air conditioners and refrigerators and freezers.

Litter means all rubbish, refuse, waste material, garbage, offal, paper, glass, cans, bottles, trash, debris or other foreign substances of every kind and description.

Mixed-use waste means waste materials from buildings combining commercial, retail or office uses with apartment or condominiums with multiple units.

Multi-family residential unit means any individual dwelling that contains, is attached to or is a part of additional dwellings and/or has more than one residential address for the property, including mixed-use property that has more than a single residential dwelling.

Multi-family waste means waste materials from buildings containing apartments and condominiums with multiple units only.

Newspaper means newsprint, magazines, cardboard, corrugated boxes, paper boxes, wrapping paper, paperback books, junk mail and phone books.

Recyclables or recyclable materials means those materials which would otherwise become refuse and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products pursuant to SOCRRA's collection requirements, and/or are acceptable materials at the MRF. Examples include but are not limited to all plastic containers, clear and brown glass (all colors), metal cans, small scraps, metal objects, household batteries in a clear baggie, cardboard boxes and large metal items.

Recycling container **bin or cart** means a durable or disposable container owned by the city for the collection of recyclables only.

Refuse means those solid wastes as set forth in Michigan Public Act 641 which are acceptable for disposal in a type II sanitary landfill and shall not include any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including, but not limited to, municipal solid waste incinerator ash) or hazardous waste.

Residential unit means any individual living unit in a single family dwelling with a single residential address for the property., multiple family dwelling or mixed use dwelling intended for, or capable of being utilized for, residential living. Residential unit does not include any other type of individual living unit in a hotel or motel, guesthouse, residential care facility, extended care facility, sorority or fraternity house, school, dormitory, residential service facility, emergency residential shelter, hospital, convent, or monastery, that would be defined as a commercial establishment as defined by this Code.

Rubbish means garbage, paper, rags, rubber, tin cans, glass, bottles and ordinary combustible wastes from residences and business establishments. miscellaneous waste material resulting from housekeeping, ordinary and commercial enterprises or waste transfer, including such materials as waster paper, ashes or rags and excluding hazardous waste.

White goods mean metal residential appliances, including but not limited to, water heaters, washers, dryers, stoves, air conditioners and refrigerators.

Yard recyclables means leaves, shredded twigs and grass clippings, free of other debris or refuse.

Yard waste means compostable materials such as leaves, grass clippings, vegetable or other garden debris, shrubbery, brush or tree trimmings less than four feet in length and two inches in diameter, that can be converted to compost humus. The term excludes agricultural waste, animal waste, roots, sewage sludge, stumps, and treated wood.

Sec. 90-27. – Rules and regulations.

The director Director shall make such reasonable rules and regulations concerning the collection of refuse as he **they** may deem proper, subject to the approval of the city commission. No person shall fail to observe any rule or regulation so adopted and approved.

Sec. 90-28. – Collection schedule.

The city manager City Manager, subject to the approval of the city commission City Commission, shall establish a schedule for the collection of garbage and refuse, yard recyclables and yard waste throughout the city City and shall engage or provide the proper labor and equipment for carrying out such schedule. Such schedule shall provide not less than one collection weekly for residential areas and may include less frequent collection of bulky items.

Schedule. All garbage, recycling, yard waste and other refuse shall be placed at the lawn extension, or other designated collection area, no later than 7:00 a.m. on the day of garbage collection for residential units. No refuse may be set out more than 12 hours prior to the established time for refuse collection as prescribed by the Director, and all containers shall be removed from the extension or designated location within 24 hours after pickup. If waste is placed in the designated collection area after 7:00 a.m. and is not gathered by the waste hauler, all waste material must be taken from the designated collection area and stored in accordance with Sec. 90-31 of this Code until the next collection period.

Commercial and mixed-use waste generators must have all refuse placed neatly into the designated refuse container and placed in the designated collection area before closing the day before collection.

Holidays and extreme weather events. In the event that New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day occur on a weekday, collection for that date and the remaining days of that week shall be one day late. If extreme weather events are observed on the day of collection, collection shall be resumed upon the clearance of such event.

Sec. 90-29. - Violations.

- a) No such person shall throw or deposit any refuse upon or into any street, alley or other property, public or private, except as specifically permitted in this article. It shall be the duty of every occupant of property and the owner of unoccupied property at all times to maintain the premises occupied or owned by him in a clean and orderly condition, permitting no deposit or accumulation of garbage or refuse upon such premises unless stored or accumulated as permitted by this article.
- b)—The throwing or placing of refuse or permitting it to accumulate on either public or private property contrary to the provisions of this article is declared to be a public nuisance and a violation of this Code. Upon discovery of such a public nuisance, it shall be abated as follows:
 - 1.—The city manager, or his designee, shall by written demand either:

- i.—Serve upon one of the occupants of the premises upon which refuse has accumulated or the premises directly adjoining the public right of way upon which refuse has accumulated or upon the person to whom such premises are assessed for taxes on the then current tax rolls; or
- ii.—Post in a conspicuous place on such premises an order that the refuse be removed.

If such demand has not been complied with within a 48-hour period, the city may remove such refuse and take such other action as may be required to abate the nuisance caused hereby. The failure to remove such materials within the 48-hour period shall constitute an additional violation of this Code.

- 2. Upon determination by the city manager, or his designee, that the nuisance created by the refuse constitutes a hazard to the public health, safety or welfare, he may cause the nuisance to be abated without the prior notice described in subsection (b)(1), above.
- 3. The cost of any abatement pursuant to this subsection including, but not limited to, all administrative, labor, materials, storage, disposal, transportation, and other costs, incurred by the city shall be charged and billed against the owner or occupant of the premises or the individual or entity violating this section. In the event that these charges are not paid within 60 days after such billing, a special assessment shall be created if applicable pursuant to the provisions of chapter 94 of this Code.
- 4.—No person except those employed or authorized by the city shall remove or cause to be removed any newspapers or recyclables which have been placed for collection pursuant to this chapter.
- 5. No person shall remove leaves from a property that is not adjacent to a street having permanent surfacing, curbs and gutters and deposit such leaves next to the curbs and gutters. In the event that it is determined that such leaves constitute a hazard to the public health, safety or welfare, the leaves may be removed by the city and the cost thereof shall be paid by the offender pursuant to subsection (b)(3) of this section.
- 6. No person shall remove leaves from a property and deposit such leaves next to a curb that is not adjacent to the property from which the leaves have been removed. In the event that it is determined that such leaves constitute a hazard to the public health, safety or welfare, the leaves may be removed by the city and the cost thereof shall be paid by the offender pursuant to subsection (b)(3) of this section.

Sec. 90-3029. – Collection Procedures, required containers.

All refuse, recyclables, yard recyclables **waste**, and newspaper **bulky items** put out for collection must be contained and placed in conformance with the provisions of this article.

All refuse not considered a bulky item or bulky scrap metal as defined shall be placed in containers in accordance with Sec. 90-31. of this ordinance.

The owners and/or occupants of all buildings in the city City used for retail sales and/or service, wholesale, mercantile, warehouse, office, contracting, or any other commercial or industrial uses shall cause the correct street numbers to be placed on the rear door adjacent to the rear entrance of such buildings.

Numbers shall be a minimum of three inches and not to exceed six inches in height, and may be composed of standard manufactured numbers, but, if painted on, must be applied with a standard-type number stencil. The numbers shall be placed in such a position as to be plainly visible from the alley, service drive, easement, parking lot or any other rear access.

Solid waste and bulky waste.

- 1) Residential units only Bulky items, such as mattresses, furniture, appliances, doors, carpeting, or the like must be placed at the lawn extension or designated collection area in a neat and orderly fashion following the same schedule as regular refuse. Carpeting must be cut and rolled into rolls no longer than 4 feet long and tied. Other loose bulky items, construction refuse, bulky metal scrap, or the like must be organized in a refuse container, or securely tied together in such a way that promotes ease of collection. Items weighing more than 60 pounds such as pianos, cast iron tubs, play structures, or similar items, or items that present potential hazards to collectors such as mirrors, glass, or windows, must be arranged for special pickup.
- 2) Household upgrades, such as linoleum, lumber or small pieces of drywall, must be cut under 4 feet in length and placed into containers. Containers shall weigh no more than 50 pounds, and no more than 5 containers of household upgrades may be placed out for collection per week. Household upgrades to not include items produced by a contractor, landscaper, or builder or during remodels, additions, new construction, or new landscaping.
- 3) The City or its service providers may refuse to collect solid waste where such materials are not stored in compliance with the solid waste regulations including where snow and ice have not been removed properly or where access has not been properly prepared for service vehicles to access refuse containers. Refused refuse containers or bulky items will be tagged and left at the curb.
- 4) Solid waste containers (except dumpsters) may not weigh more than 60 pounds.

Yard waste - residential units.

1) Yard waste pickup shall be made available from the first full week of April until the third week of December. The City's contractor shall not collect yard waste

outside of the stated timeline. All yard waste generated during that time must be taken to the designated recycling facility.

- Leaves may be placed next to the curb during the period mid October 1 to through November 30th December 1 in those streets having permanent surfacing, curbs and gutters.
- 3) For those properties not adjacent to streets having permanent surfacing, curbs and gutters, yard recyclables waste, if placed for collection, must be contained in city City-approved bags or durable metal or plastic containers with decals displayed in accordance with regulations established by the director Director. Improperly contained yard recyclables waste will be tagged and left at the curb.
- 4) Yard recyclables and yard wastes may be composted, provided that the accumulation of this material does not exceed 125 cubic feet and does not emit odors offensive to a person of ordinary sensibilities.
- 5) Yard wastes, if put out for collection, shall be placed in durable plastic containers 10 to 35 gallon in size, or brown paper biodegradable bags. Branches two inches or less in diameter shall be cut to no more than four-foot lengths and tied securely and compactly in bundles less than 18 inches in diameter. Yard waste placed in containers clearly marked as yard waste or brown paper biodegradable bags shall not weigh more than 50 pounds. Dirt and soil should not be placed in yard waste containers, and sod, bushes, flowers or materials with root systems should be shaken thoroughly to remove all dirt before being placed into the container.
- 6) Yard waste pickup for multi-family units and commercial property shall be the responsibility of the property owner.

Recyclables and recyclable materials.

- Recyclables shall be separated and placed for collection only in recycling carts obtained from the city City. Improperly separated or contained recyclables will be tagged and left at the curb. Recycling containers shall remain the property of the city City. Recycling containers shall not weight more than 60 pounds.
- 2) All material, including broken down cardboard, newspapers and shredded paper in clear plastic bags should be placed inside the recycling cart shall not be placed in refuse containers. Newspapers shall be separately accumulated, placed in paper bags or neatly bundled, tied in packages not exceeding 60 pounds and placed adjacent to or within recycling containers for collection.
- 3)—Yard wastes, if put out for collection, shall be placed in durable metal or plastic containers ten- to 35-gallon in size. Branches two inches or less in diameter shall be cut to no more than four foot lengths and tied securely and compactly in bundles less than 18 inches in diameter.

4) Refuse properly bundled or in approved containers may be set out in the lawn extension not more than 12 hours prior to the established time for refuse pickup as prescribed by the director, and all containers shall be removed from the extension within 24 hours after pickup.

Sec. 90-3130. – Refuse containers.

Any refuse accumulated or stored outside of a dwelling or building on any premises shall be placed in containers conforming to the requirements of this article. All containers, including recycling containers **and yard wastes**, shall be placed at the rear or side of buildings at a place which is reasonably inconspicuous and away from streets and places occupied by other persons. The location of containers which are one yard or larger in size on both public and private property shall be subject to the approval of the director of the department of public services or the director's designee. No refuse may be stored or accumulated which is contaminated by any garbage, unless stored as garbage. The area in and around all commercial refuse containers shall be kept clean and free from refuse. No refuse may be stored, disposed of or otherwise placed in a container belonging to another unless receiving permission to do so.

A. Household waste generators:

- (1) Containers for refuse to be collected for residential property, other than those specified by the city City for use with yard recyclables-waste_or recyclables, shall be of metal or plastic of ten or 35 gallon 10-35-gallon capacity with tight fitting covers and handles. When the refuse to be removed from any residential establishment exceeds the capacity of two regulation 35-gallon containers, such excess may be placed in durable nonmetal expendable containers. All refuse placed inside refuse containers must be placed in bags. Excess solid waste refuse not placed in containers must be placed in heavy duty plastic bags no less than 2 mils thick. Solid waste placed in heavy duty plastic bags shall weigh no more than 40 pounds.
- (2) Containers for ashes shall be of metal or sturdy construction and must have adequate handles to prevent spillage.
- (2) (3) The combined weight of any refuse or recycling container and its contents shall not exceed 60 pounds, except dumpsters.
- (3) (4) All refuse containers must be kept clean and in good repair.

B. Commercial waste and mixed-use waste generators:

(1) Commercial waste and mixed-use waste generators with waste receptacles placed in a public or private alley or passage are to use an appropriate number of 50-gallon wheeled refuse containers or front load

slant dumpsters not exceeding 4-yards. Commercial refuse containers must have hinged lids made of plastic or metal, and must be closed and locked when not in use. Refuse containers shall be kept neat, freshly painted, and in good repair. Commercial waste and mixed-use waste generators with waste receptacles placed on private property, or within the building envelope, may use dumpsters up to 8-yards in size; or

- (2) Commercial waste and mixed-use waste generators may use a single vertical, self-contained trash compactor no greater than 6 yards. Trash compactors shall be kept neat, freshly painted, and in good repair. Any spills and/or leaks that occur during the compaction process must be cleaned and repaired immediately.
- (3) Commercial and mixed-use recycling shall be placed in an appropriate number of 50-gallon wheeled containers or one front load slant dumpster which are clearly marked as recycling only. Commercial recycling containers must have hinged lids made of plastic or metal and must be closed and locked when not in use. Recycling containers shall be kept neat, freshly painted, and in good repair.
- (4) Items stored as refuse must be placed in the appropriate waste receptacle. The area in and around all commercial refuse containers shall be kept clean and free from refuse.
- (5) Refuse containers are not to be placed in the public right-of-way unless otherwise agreed to in writing by the Director.
- (6) All permitted contributors to refuse containers must label their refuse containers with the business name, address, refuse collectors license number and phone number associated with the refuse container with a clear and durable label that is reasonably visible.
- (7) The commercial waste or mixed-use waste generator responsible for the refuse container must return containers back to their designated area in a neat and orderly fashion by the end of the collection day.
- (8) Adjacent business owners may deposit refuse into a container owned by a different business with a Shared Dumpster/Compactor Agreement with the City.

- (9) All commercial and mixed-use waste receptacles are to be screened in accordance with Chapter 126 of this Code.
- (10) Any changes to the approved refuse containers for any commercial or mixed-use property must be approved by the Planning Division.

C. Multi-family waste generators:

Multi-family refers to apartments and condominiums with multiple units. Any dumpsters that are provided for the residents shall be purchased or leased by the responsible parties of the complex. The refuse containers must abide by the following:

- (1) Solid waste containers, including dumpsters, must have hinged lids made of durable plastic or metal, be freshly painted, kept in good repair, and must be closed and locked when not in use. If space does not permit for dumpsters on site, all solid waste shall be stored in a secure shed, enclosure, or garage area. If solid waste volumes exceed the capacity of the containers on site, additional weekly trash pickups must be secured.
- (2) Items stored as refuse must be placed in the appropriate waste receptacle. The area in and around all multi-family refuse containers shall be kept clean and free of litter to ensure ease of access and pickup.
- (3) Bulky item pickups are not provided as a part of weekly solid waste collection service for multi-family waste generators. Bulky item pickup shall be arranged as a special pickup. Bulk items that are arranged for special pickup must be set out for collection no more than 24 hours before the arranged collection time.
- (4) All spills and messes occurring as a result of refuse collection shall be cleaned up immediately, by the refuse collector.
- (5) Recyclables for multi-family waste generation sites shall be placed in either 18 gallon individual bins or shared 65 gallon carts, in a designated area for the complex.
- (6) Refuse containers are not to be placed in the public right-of-way unless otherwise agreed to in writing by the Director.

- (7) The multi-family waste generator responsible for the refuse container must return containers back to their designated area in a neat and orderly fashion by the end of the collection day.
- (8) All multi-family waste receptacles are to be screened in accordance with Chapter 126 of this Code.
- (9) Any changes to the approved refuse containers for any multi-family property must be approved by the Planning Division.

D. Shared dumpsters and shared compactors:

Commercial waste and mixed-use waste generators may share dumpsters and/or trash compactors. Dumpsters and/or compactors shall be shared between no more than 4-6 businesses. Those businesses sharing a dumpster or compactor must:

- (1) Enter into a Shared Dumpster/Compactor Agreement and register with the City. The agreement must be signed by all contributing businesses and updated upon changes to the agreement. The location of shared dumpsters must be approved by the Planning Division.
- (2) Comply with the rules and regulations outlined in Chapter 90 of this Ordinance in regards to dumpster and compactor size, maintenance, labeling, and screening.

Sec. 90-3331. – **Refuse storage.**

The occupant of any premises within the city which any refuse shall be accumulated which is not disposed of in an approved garbage grinder shall maintain on the premises the number of containers sufficient to conveniently store the normal accumulation of refuse on the premises over a period of not less than seven days. Every such container shall be kept tightly covered with an impervious metal or plastic cover except when opened for the deposit or removal of refuse. Refuse containers shall be kept in a clean and sanitary condition at all times.

All waste shall be stored in the following manner:

- (1) Solid waste. All solid waste shall be:
 - Gathered, stored and placed in a closed container or containers sufficient in number and size to store such waste over a period of not less than seven days;

- b. Stored and kept in a tidy and sanitary condition at all times;
- c. Shielded from public view upon the site of generation until no earlier than 4:00 p.m. on the day before refuse shall be picked up; and
- d. Not commingled with yard waste.
- e. Commercial waste storage must be screened in accordance with Chapter 126 of this Code. Any changes to the storage of commercial, mixed-use and multi-family refuse must be approved by the Planning Division.
- (2) Recyclable materials. All recyclable materials not commingled with solid waste shall be:
 - a. Placed in SOCRRA mixed recycling carts. Newspapers and shredded paper (placed in clear plastic bags) shall be placed inside the cart. No other plastic bags, such as grocery bags, may be placed inside of the cart. Cardboard boxes shall be broken down before placement into the mixed recycling cart; and
 - b. Rinsed and cleaned before storage if metal, glass or plastic.
 - c. Items such as plastic bags, electronic items, dead batteries, automotive batteries, Styrofoam and hazardous waste must be dropped off at a SOCRRA recycling center for recycling.

(3) Yard Waste.

- a. Shall be placed in durable metal or plastic containers 10 to 35 gallon in size with a yard waste sticker affixed to the exterior, or, brown paper biodegradable yard waste bags;
- b. Stored and kept in a tidy and sanitary condition at all times;
- c. Shielded from public view upon the site of generation until no earlier than 4:00 p.m. on the day before refuse shall be picked up; and

(4) Commercial Grease.

a. Grease stored by businesses outside of their buildings must be kept in a self-contained, sealed, leak proof grease container which is approved by the Director of the Department of Public Services or the Director's designee.

- b. It shall be the responsibility of the tenant and property owner where a grease container is utilized and stored to maintain a clean and sanitary grease storage area, including the container itself, the area directly surrounding the container, and to remove any grease trails created by the transport and disposal of such.
- c. The name and address of the businesses utilizing the grease container must be clearly identified on the outside of the container.
- d. Any person or business found disposing of grease in the City sewer system shall be guilty of a misdemeanor and shall be responsible for the costs incurred by the City in cleaning up and disposing of the grease.

Sec. 90-32. – **Disposition of refuse.**

Refuse shall be disposed of only to the city **City** collection service **or approved contractor**, except that any person may dispose of his own refuse:

- 1) By an approved garbage grinder located within a building.
- 2) If permitted by the director Director, by transporting the same to an authorized dump, but only in accordance with the rules and regulations pertaining thereto as adopted by the director Director. No person transporting any refuse in accordance with this section shall fail to securely cover and secure the load so that no part of such load shall be lost while being transported.
- 3) Recyclables and bundled and securely tied newspapers, when placed in the vicinity of the lawn extension for collection with the normal refuse pickup, shall become the property of the city.

Sec. 90-33. – **Reserved.**

Sec. 90-3734. – Refuse collectors.

Contractors providing refuse collection shall comply with the following requirements:

(1) No refuse shall be collected until a refuse collector license has been obtained from the city and the applicable license fee has been paid as set forth in the schedule of fees, charges, bonds and insurance. The license fee shall be for the purpose of inspecting the vehicles and issuing the license.

- (2) Refuse shall only be collected between the hours of 7:00 a.m. and 6:00 7:00 p.m. for residentially zoned parcels. All refuse collected from commercial and mixed use properties shall be collected between the hours of 8 p.m. and 7 a.m. The City reserves the right to adjust collection hours as needed for construction, extreme weather, emergency situations, or the like.
- (3) A list of all customers and the addresses where collection is performed shall be provided to the Department of Public Services. This list shall be updated every three months. This list must be kept current and filed with the Director of Public Services quarterly: January 1, March 1, June 1 and September 1.
- (4) All spills and messes occurring as a result of refuse collection shall be cleaned up immediately, **by the refuse collector**.
- (5) Failure to comply with these requirements may result in the revocation of the contractor's refuse collector's license.

Sec. 90-35. - Numbering of commercial buildings.

- a. The owners and/or occupants of all buildings in the city used for retail sales and/or service, wholesale, mercantile, warehouse, office, contracting, or any other commercial or industrial uses shall cause the correct street numbers to be placed on the rear door adjacent to the rear entrance of such buildings.
- b.—Numbers shall be a minimum of three inches and not to exceed six inches in height, and may be composed of standard manufactured numbers, but, if painted on, must be applied with a standard type number stencil. The numbers shall be placed in such a position as to be plainly visible from the alley, service drive, easement, parking lot or any other rear access.

Sec. 90-3435. - Rates.

Charges for **City** refuse collection shall be fixed by resolution of the city commission **City Commission** as set forth in the schedule of fees, charges, bonds and insurance and shall be collected from the premises receiving services under the terms of this article as provided by the city commission **City Commission**. Recycling containers carts that are not returned to the city prior to vacation of the premises by the owner or occupant shall be charged to the premises shall remain with the property prior to vacating the premises by the owner or occupant. If the recycling cart is removed from the property, the vacating owner or occupant of the property shall be charged for the cost of the cart. The time and method of billing such charges shall be determined by resolution of the city commission **City Commission**.

Sec. 90-2936. – Violations and penalties.

- a. No such person shall throw or deposit any refuse upon or into any street, alley or other property, public or private, except as specifically permitted in this article. It shall be the duty of every occupant of property and the owner of unoccupied property at all times to maintain the premises occupied or owned by him the owner in a clean and orderly condition, permitting no deposit or accumulation of garbage or refuse upon such premises unless stored or accumulated as permitted by this article.
- b. The throwing or placing of refuse or permitting it to accumulate on either public or private property contrary to the provisions of this article is declared to be a public nuisance and a violation of this Code.

Violations. A violation of this chapter is a municipal civil infraction and is further declared to be a nuisance per se and subject to abatement as provided in this code and by state law. Upon discovery of such a public nuisance, it shall be abated as follows:

- 1. The city manager City Manager, or his their designee, shall by written demand either:
 - Serve upon one of the occupants of the premises upon which refuse has accumulated or the premises directly adjoining the public right-ofway upon which refuse has accumulated or upon the person to whom such premises are assessed for taxes on the then current tax rolls; or
 - ii. Post in a conspicuous place on such premises an order that the refuse be removed. If such demand has not been complied with within a 48-hour period, the city City may remove such refuse and take such other action as may be required to abate the nuisance caused hereby. The failure to remove such materials within the 48-hour period shall constitute an additional violation of this Code.
- 2. Upon determination by the city manager City Manager, or his their designee, that the nuisance created by the refuse constitutes a hazard to the public health, safety or welfare, he may cause the nuisance to be abated without the prior notice described in subsection (b)(1), above.
- 3. The cost of any abatement pursuant to this subsection including, but not limited to, all administrative, labor, materials, storage, disposal, transportation, and other costs, incurred by the city City shall be charged and billed against the owner or occupant of the premises or the individual or entity violating this section. In the event that these charges are not paid within 60 days after such billing, a special assessment shall be created if applicable pursuant to the provisions of chapter Chapter 94 of this Code.

- c. No person except those employed or authorized by the city city shall remove or cause to be removed any newspapers or solid waste or recyclables which have been placed for collection pursuant to this chapter.
- d. No person shall remove leaves from a property that is not adjacent to a street having permanent surfacing, curbs and gutters and deposit such leaves next to the curbs and gutters. In the event that it is determined that such leaves constitute a hazard to the public health, safety or welfare, the leaves may be removed by the city City and the cost thereof shall be paid by the offender pursuant to subsection (b)(3) of this section.
- e. No person shall remove leaves from a property and deposit such leaves next to a curb that is not adjacent to the property from which the leaves have been removed. In the event that it is determined that such leaves constitute a hazard to the public health, safety or welfare, the leaves may be removed by the city City and the cost thereof shall be paid by the offender pursuant to subsection (b)(3) of this section.

Penalties. Civil infractions may be issued to property owners, tenants, and/or refuse collectors for violations under this section. Penalties for violations shall be as follows:

- a. Residential and multi-family refuse generation site. All violations of this chapter by owners or occupants of residential and multi-family generation sites pertaining to waste collected or generated on the property of the residential generation site shall be municipal civil infractions with fines listed in the Schedule of Fees, Charges, Bonds, and Insurances.
- b. Commercial refuse and multifamily refuse generation sites. All violations of this chapter by owners or occupants of commercial or multifamily generation sites pertaining to waste collected or generated on the property of the commercial or multifamily generation site shall be municipal civil infractions with fines listed in the Schedule of Fees, Charges, Bonds, and Insurances.
- c. *Refuse collectors*. Penalties for violations by waste haulers shall be municipal civil infractions with fines listed in the Schedule of Fees, Charges, Bonds, and Insurances.

Sec. 90-3637. – Lien for delinquent charges.

- a. Charges for refuse collection pursuant to the provision of Public Acts of 1947, No. 179, MCL 123.301 et seq., MSA 5.2725(1) et seq., and Section 5 of Public Acts of 1978, No. 345, MCL 123.315, MSA 5.2725(13), as may be amended from time to time, shall be a lien upon the premises to which the service is rendered. Refuse collection shall be deemed a service rendered to the parcel of land where made.
- b. Amounts delinquent for three months or more may be certified annually by the city treasurer to the city assessor who shall place the same on the next tax roll of the city. An

additional penalty in an amount equal to 15 percent of the delinquent bill shall be added at the time the delinquent bill is entered on the tax roll. The time and manner of such certification and other details in respect to the collection of the rates and charges and the enforcement of the lien shall be established by the city commission by resolution. Such charges shall be collected and the lien enforced in the same manner as provided for the collection of taxes assessed upon the tax roll and the enforcement of a lien for unpaid taxes.

Sec. 90-38. - Storage of grease.

Animal or vegetable grease stored by businesses outside of their buildings must be kept in a self-contained, sealed, leak proof grease container which is approved by the director of the department of public services or the director's designee. The container and the area in and around the container must be kept clean. The name and address of the business must be clearly identified on the outside of the container. Any person or business found disposing of grease in the city sewer system shall be guilty of a misdemeanor and shall be responsible for the costs incurred by the city in cleaning up and disposing of the grease.

Sec. 90-38. - Reserved

ORDAINED this	day of	, 2019 to become effective upon publication.
Patricia Bordman, Ma	avor	_
racricia Boraman, ric	., 0.	
Cherilynn Mynsberge	, City Clerk	_