

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

SPECIAL LAND USE PERMIT AMENDMENT

Meeting Date, Time, Location:	Monday, June 24, 2019 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location of Request:	250 & 280 E. Merrill – Rojo & Sidecar Slider Bar restaurants
Nature of Hearing:	To consider the Special Land Use Permit Amendment to expand the existing Sidecar Slider Bar restaurant into a portion of the neighboring restaurant, Rojo, in accordance with Article 7, Section 7.34 of the Zoning Ordinance.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice Requirements:	Mailed to all property owners and occupants within 300 feet of subject address. Publish June 2, 2019
Approved minutes may be reviewed at:	City Clerk's Office

Persons wishing to express their views may do so in person at the hearing or in writing addressed to City Clerk, City of Birmingham, 151 Martin, Birmingham, MI 48009.

Persons with disabilities needing accommodations 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.

DATE: June 17, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director

SUBJECT: Public Hearing for SLUP Amendment – 250 & 280 E. Merrill – Rojo and Sidecar Slider Bar

INTRODUCTION:

The applicant at 250 & 280 E. Merrill is requesting to amend the current Special Land Use Permit (SLUP) to expand the existing Sidecar Slider Bar restaurant into a portion of the neighboring restaurant, Rojo. Both establishments operate under a Class C license and are not categorized as bistros. Thus, there are no limits on the maximum number of indoor or bar seats permitted.

BACKGROUND:

The Planning Division received a SLUP Amendment application from 250 & 280 E. Merrill requesting to amend the current SLUP to expand the existing Sidecar restaurant into a portion of Rojo. On May 8, 2019, the Planning Board reviewed the SLUP Amendment and corresponding site plan review, and voted to recommend approval to the City Commission.

The proposed reconfiguration of the restaurant space will include increasing the size of Sidecar, and reducing the size of Rojo. The expansion of Sidecar will include a bar extension that will contain a total of 19 bar seats, add new tables and chairs indoors into a portion of the existing Rojo space, and will include exterior design changes, and an extension of the outdoor dining area and the existing awning. The frontage of the Rojo storefront and outdoor dining area will be reduced, but the entrance will remain as existing.

The expansion is proposed at the front of the restaurant only (not changing the kitchen nor bathroom areas) and will add 50 new floor seats (5 booths, 7 tables) and 6 new bar seats to Sidecar, and will subtract 48 seats from Rojo. The new total seat counts are as follows:

Restaurant	Interior Total Seats		Outdoor Total Seats	
	Existing	Proposed	Existing	Proposed
Sidecar Slider Bar	76	126	12	36
Rojo Mexican Bistro	145	97	22	8
Total for Both:	220	223 (+3)	34	44 (+10)

LEGAL REVIEW:

The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:

The SLUP amendment has no fiscal impact on the City.

SUMMARY:

The applicant, located at 250 & 280 E. Merrill in Downtown Birmingham, is requesting approval to amend the current Special Land Use Permit (SLUP) to expand the existing Sidecar Slider Bar restaurant into a portion of the neighboring restaurant, Rojo. Both establishments operate under a single SLUP, using a Class C license and are not categorized as bistros. Thus, there are no specific limits on the maximum number of indoor or bar seats permitted.

ATTACHMENTS:

- SLUP Resolution
- Planning Board Staff Report
- Special Land Use Permit Application
- Site Plans & Photos
- Planning Board Minutes

SUGGESTED RESOLUTION:

To approve a Special Land Use Permit Amendment for 250 & 280 E. Merrill, to expand the existing Sidecar Slider Bar restaurant into a portion of the neighboring restaurant, Rojo, in accordance with Article 7, Section 7.34 of the Zoning Ordinance.

**ROJO AND SIDECAR RESTAURANTS
250 & 280 E. MERRILL
SPECIAL LAND USE PERMIT
AMENDMENT 2019**

WHEREAS, Sidecar Birmingham, LLC has filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to change the approved site plan for Rojo and Sidecar Slider Bar restaurants and continue to operate the said restaurants with alcoholic beverage sales for on-premises consumption under Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit amendment is sought is located on the south side of E. Merrill between Pierce and S. Old Woodward;

WHEREAS, The land is zoned B-4 and D-4, and is located within the Downtown Birmingham Overlay District, which permits restaurants with alcoholic beverage sales for on-premises consumption 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;

WHEREAS, No transfer in ownership of the existing restaurants from Sidecar Birmingham, LLC is proposed;

WHEREAS, The owner of Rojo and Sidecar restaurants, Rojo Five, LLC is now requesting approval of the Birmingham City Commission to allow site plan changes to the existing Rojo restaurant at 250 E. Merrill and the existing Sidecar restaurant at 280 E. Merrill;

WHEREAS, The Planning Board conducted a public hearing on the request on April 24, 2019 and continued the public hearing to May 8, 2019, and then on May 8, 2019 the Planning Board voted to recommend approval of the proposed Special Land Use Permit Amendment and Final Site Plan to the City Commission with the following conditions:

1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval; and,
2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission.

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

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Rojo and Sidecar restaurants' application for a Special Land Use Permit Amendment authorizing site plan changes at 280 E. Merrill at 250 & 280 E. Merrill in

accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

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

1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval;
2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission;
3. Rojo and Sidecar restaurants shall abide by all provisions of the Birmingham City Code;
4. The Special Land Use Permit may be cancelled by the City Commission upon finding that the continued use is not in the public interest; and
5. Rojo and Sidecar restaurants enter into a contract with the City outlining the details of the operation of the restaurants.

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, Rojo and Sidecar restaurants and their 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 Rojo and Sidecar restaurants to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

I, Cherilynn Mynsberge, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on June 24, 2019.

Cherilynn Mynsberge, City Clerk



MEMORANDUM

Planning Department

DATE: May 2, 2019

TO: Planning Board

FROM: Jana L. Ecker, Planning Director

SUBJECT: 280 E. Merrill – Rojo/Sidecar – Special Land Use Permit Amendment and Final Site Plan Review

Executive Summary

Article 7, Section 7.34 of the Zoning Ordinance states that once a permit for a Special Land Use has been granted as to any parcel of land, no change in that use may be made nor may any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and the City Commission has approved the request for change.

The applicant at 280 E. Merrill is requesting a Special Land Use Permit Amendment to expand the existing Sidecar Slider Bar restaurant into a portion of the neighboring restaurant, Rojo. Both establishments operate under a Class C license and are not categorized as bistros. Thus, there are no specific maximum number of indoor or bar seats permitted. The proposed reconfiguration of the restaurant space will include increasing the size of Sidecar, and reducing the size of Rojo. The expansion of Sidecar will include a bar extension that will now contain a total of 19 bar seats, add new tables and chairs indoors into a portion of the existing Rojo space, and will include an extension of the outdoor dining area, extension of the existing awning, and exterior design changes. The width of the Rojo storefront and outdoor dining area will be reduced, but the entrance will remain as existing.

The expansion is taking place at the front of the restaurant only and will add 50 new floor seats (5 booths, 7 tables) and 6 new bar seats to Sidecar, which will subtract 48 seats from Rojo. The new total seat counts are as follows:

Restaurant	Former Interior Seat Total	Proposed Interior Seat Total	Former Outdoor Seat Total	Proposed Outdoor Seat Total
Sidecar Slider Bar	76	126	12	36
Rojo Mexican Bistro	145	97	22	8
Total for Both:	220	223 (+3)	34	44 (+10)

The kitchen and bathroom areas of the restaurants are not changing as a part of this proposed reconfiguration.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing land use is commercial.
- 1.2 Existing Zoning – The property is currently zoned B-4, Business-Residential, and D-4 in the Downtown Overlay District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.
- 1.3 Summary of Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Commercial / Retail/ Residential	Commercial / Retail	Commercial / Retail	Commercial / Retail
Existing Zoning District	B-4, Business- Residential	B-4, Business- Residential	B-4, Business- Residential	B-4, Business- Residential
Downtown Overlay Zoning District	D-4	D-4	D-4	D-4

2.0 Screening and Landscaping

- 2.1 Screening – No changes proposed.
- 2.2 Landscaping – No changes proposed.

3.0 Parking, Loading, Access, and Circulation

- 3.1 Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking.
- 3.2 Loading – No changes are proposed.
- 3.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.
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- 3.4 Pedestrian Access & Circulation – Pedestrians will be able to access the restaurant from E. Merrill from the existing entries to both Sidecar and Rojo.
- 3.5 Streetscape – As a part of the expansion, the applicant is proposing to expand the outdoor dining area in front of Sidecar, and to reduce the outdoor dining area in front of Rojo. Sidecar is now proposing nine 4-top tables along with what appear to be linear planters to enclose the outdoor dining area. Rojo is proposing two 4-top tables, which appear to be on the existing elevated platform enclosed by a railing. **The applicant must provide specifications on the proposed planters at Sidecar, and indicate if Rojo is proposing to maintain the existing platform and railing for the outdoor dining area.** In addition, Article 4, Section 4.44 of the Zoning Ordinance requires all tables and chairs provided in the outdoor dining area to be constructed primarily of metal, wood, or material of comparable quality. The applicant has now submitted specification sheets on the proposed chairs and tables. The proposed chairs are black steel French Café style side chairs, and the tables are black powder coated steel with Werzalit round table tops. **All outdoor dining areas are required to contain a trash receptacle. Thus, the applicant must add one trash receptacle to each of the Sidecar and Rojo outdoor dining areas.** Finally, all outdoor dining areas are required to provide a 5' unobstructed pedestrian pathway along the sidewalk between the furnishing zone, the outdoor dining area and/or the storefront. The applicant has now provided a site plan that demonstrates a 5' clear pedestrian path between the furnishings zone and the outdoor dining area.

4.0 Lighting

The applicant is not proposing any new lighting for the property, and the applicant has not indicated any illumination for the proposed signage. The applicant must submit any proposed signage lighting to the Planning Department for approval.

5.0 Departmental Reports

- 5.1 Engineering Division – The Engineering Division requested clarification that the required 5' clear pedestrian pathway was provided. The applicant has now provided a detailed drawing showing the 5' clear path as required.
- 5.2 Department of Public Services – DPS has no concerns at this time.
- 5.3 Fire Department – The Fire Department has no concerns with the expansion, but pointed out that both restaurants will need to maintain clear, unobstructed access to the secondary egress door on the south side of the businesses.
- 5.4 Police Department – The Police Department has no concerns at this time.
- 5.5 Building Division – The Building Division did not provide any comments.
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6.0 Design Review

Exterior:

As a part of the expansion, Sidecar is proposing to add a black awning over the third bay of windows which currently has a red awning for Rojo, and is also proposing to maintain the existing storefront window systems, but to paint the trim in the four bays associated with Sidecar in black.

- **Awnings** – Article 1, Section 1.05 (B)(5) of the Sign Ordinance states that C-canopies/awnings may not extend from the wall at a height of less than 8 feet above a public right-of-way. The applicant has not submitted dimensional or material details on the proposed extension of the awning. **The applicant must provide dimensional and material details for the proposed awning to complete the design review.**
- **Windows/Doors** – The applicant has now amended the plans to show maintenance of the existing storefront windows. **No information has been provided on the existing tint or VLT levels currently in place.**
- **Signage:**
The applicant has now indicated that no signage changes are proposed. However, the revised plans submitted show the addition of the Rojo name on the canopy valence, and the removal of three window signs in the Sidecar space. **The applicant must clarify all signage changes and provide dimensions and materials specifications for all new signage.**

7.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-4 zone of the DB 2016 Regulating Plan, within the Downtown Birmingham Overlay District. The Planning Division finds the proposed site plan adequately implements the goals of the plan as they relate to outdoor café uses. The 2016 Plan states that outdoor dining space is in the public's best interest as it enhances street life, thus promoting a pedestrian friendly environment.

8.0 Approval Criteria

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

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
 - (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
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- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.
 - (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
 - (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
 - (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

9.0 Approval Criteria for Special Land Use Permits

Article 07, section 7.34 of the Zoning Ordinance specifies the procedures and approval criteria for Special Land Use Permits. Use approval, site plan approval, and design review are the responsibilities of the City Commission. This section reads, in part:

Prior to its consideration of a special land use application (SLUP) for an initial permit or an amendment to a permit, the **City Commission shall refer the site plan and the design to the Planning Board for its review and recommendation. After receiving the recommendation, the City Commission shall review the site plan and design of the buildings and uses proposed** for the site described in the application of amendment.

The City Commission's approval of any special land use application or amendment pursuant to this section shall constitute approval of the site plan and design.

10.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend APPROVAL to the City Commission of the applicant's request for Special Land Use Permit Amendment and Final Site Plan Review for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro with the following conditions:

1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval;
 2. The applicant must provide dimensional and material details for the proposed awning prior to appearing before the City Commission for final approval; and
 3. The applicant must submit the details for all proposed signage changes prior to appearing before the City Commission for final approval.
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11.0 Sample Motion Language

The Planning Board recommends **APPROVAL** to the City Commission of the Special Land Use Permit Amendment Final Site Plan Review for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro with the following conditions:

1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval;
2. The applicant must provide dimensional and material details for the proposed awning prior to appearing before the City Commission for final approval; and
3. The applicant must submit the details for all proposed signage changes prior to appearing before the City Commission for final approval.

OR

Motion to recommend **POSTPONEMENT** of the Special Land Use Permit Amendment and Final Site Plan Review for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro with the following conditions:

1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval;
2. The applicant must provide dimensional and material details for the proposed awning prior to appearing before the City Commission for final approval; and
3. The applicant must submit the details for all proposed signage changes prior to appearing before the City Commission for final approval.

OR

Motion to recommend **DENIAL** of the Special Land Use Permit Amendment and Final Site Plan Review for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro for the following reasons:

1. _____
 2. _____
 3. _____
-



Special Land Use Permit Application

Planning Division



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

1. **Applicant**
Name: STEPHEN SIMON
Address: 200 EAST MEHILL
BIRMINGHAM, MI 46009
Phone Number: 248.220.4167
Fax Number: _____
Email address: STEVESIMON1114@GMAIL.COM

2. **Property Owner**
Name: JAMES BASHAK
Address: 210 SOUTH OLD NODDAD
BIRMINGHAM, MICHIGAN 46009
Phone Number: 248.645.5900
Fax Number: _____
Email address: JBASHAK@ESSCODEVELOPMENT.COM

3. **Applicant's Attorney/Contact Person**
Name: STEPHEN SIMON
Address: 200 EAST MEHILL
BIRMINGHAM, MI 46009
Phone Number: 248.220.4167
Fax Number: _____
Email address: STEVESIMON1114@GMAIL.COM

4. **Project Designer/Developer**
Name: CHRISTOPHER J. LONGE, AIA
Address: 124 PEABODY
BIRMINGHAM, MI 46009
Phone Number: 248.220.6946
Fax Number: _____
Email address: CJLONGE@CJLONGEAIA.COM

5. Required Attachments

I. Two (2) paper copies and one (1) digital copy of all project plans including:

- i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- iii. A certified Land Survey;

- iv. Interior floor plans;
- v. A Landscape Plan;
- vi. A Photometric Plan;
- vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 200 EAST MEHILL
Name of development: IDEAL SLIDER BAR
Sidwell #: _____
Current Use: B-1 / RESTAURANT
Proposed Use: RESTAURANT
Area of Site in Acres: _____
Current zoning: B-1
Is the property located in the floodplain? NO
Name of Historic District Site is located in: ED
Date of Historic District Commission Approval: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____

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

Will proposed project require the combination of platted lots? NO

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

EXPANSION OF SIDEWALK FLOOR SPACE & SEATING.
REDUCTION OF PARK FLOOR SPACE & SEATING.
EXPAND SIDEWALK OUTDOOR SEATING
REDUCE PARK OUTDOOR SEATING.

8. Buildings and Structures

Number of Buildings on Site: 1.
Height of Buildings & # of Stories: 2.

Use of Buildings: _____
Height of Rooftop Mechanical Equipment: _____

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: _____
Number of square feet per upper floor: _____
Total floor area: _____
Floor area ratio (total floor area ÷ total land area): _____
Open space: _____
Percent of open space: _____

Office Space: _____
Retail Space: _____
Industrial Space: _____
Assembly Space: _____
Seating Capacity: _____
Maximum Occupancy Load: _____

Proposed Residential Structures:

Total number of units: N/A
Number of one bedroom units: _____
Number of two bedroom units: _____
Number of three bedroom units: _____
Open space: _____
Percent of open space: _____

Rental units or condominiums? _____
Size of one bedroom units: _____
Size of two bedroom units: _____
Size of three bedroom units: _____
Seating Capacity: _____
Maximum Occupancy Load: _____

Proposed Additions:

Total basement floor area, if any, of addition: N/A
Number of floors to be added: _____
Square footage added per floor: _____
Total building floor area (including addition): _____
Floor area ratio (total floor area ÷ total land area): _____
Open Space: _____
Percent of open space: _____

Use of addition: _____
Height of addition: _____
Office space in addition: _____
Retail space in addition: _____
Industrial space in addition: _____
Assembly space in addition: _____
Maximum building occupancy load (including addition): _____

10. Required and Proposed Setbacks

Required front setback: N/A
Required rear setback: _____
Required total side setback: _____
Side setback: _____

Proposed front setback: _____
Proposed rear setback: _____
Proposed total side setback: _____
Second side setback: _____

11. Required and Proposed Parking

Required number of parking spaces: N/A
Typical angle of parking spaces: _____
Typical width of maneuvering lanes: _____
Location of parking on site: _____
Location of parking off site: _____
Number of light standards in parking area: _____
Screenwall material: _____

Proposed number of parking spaces: _____
Typical size of parking spaces: _____
Number of spaces <180 sq. ft.: _____
Number of handicap spaces: _____
Shared parking agreement? _____
Height of light standards in parking area: _____
Height of screenwall: _____

12. Landscaping

Location of landscape areas: N/A

Proposed landscape material: _____

13. Streetscape

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

Description of benches or planters: _____
Species of existing trees: _____
Species of proposed trees: _____

14. Loading

Required number of loading spaces: _____
Typical angle of loading spaces: _____
Screenwall material: N/A
Location of loading spaces on site: _____

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

15. Exterior Waste Receptacles

Required number of waste receptacles: _____
Location of waste receptacles: N/A
Screenwall material: _____

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

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: _____
Size of transformers (L•W•H): NO CHANGE
Number of utility easements: _____
Screenwall material: _____

Location of all utilities & easements: _____

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: NO CHANGE
Size of ground mounted units (L•W•H): _____
Screenwall material: _____

Location of all ground mounted units: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: NO CHANGE
Type of rooftop units: _____

Screenwall material: _____
Location of screenwall: _____

Location of all rooftop units: _____
Size of rooftop units (L•W•H): _____
Percentage of rooftop covered by mechanical units: _____
Height of screenwall: _____
Distance from rooftop units to all screenwalls: _____

17. Accessory Buildings

Number of accessory buildings: N/A
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

18. Building Lighting

Number of light standards on building: NO CHANGE

Type of light standards on building: _____

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

Height from grade: _____
Proposed wattage per fixture: _____

19. Site Lighting

Number of light fixtures: NO CHANGE.
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Type of light fixtures: _____
Height from grade: _____
Proposed wattage per fixture: _____
Holiday tree lighting receptacles: _____

20. Adjacent Properties

Number of properties within 200 ft.: SEE SITE PLAN.

Property #1

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

Property Description: _____

North, south, east or west of property? _____

Property #2

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

Property Description: _____

North, south, east or west of property? _____

Property #3

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

Property Description: _____

North, south, east or west of property? _____

Property #4

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

Property Description: _____

North, south, east or west of property? _____

Property #5

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

Property Description: _____

North, south, east or west of property? _____



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: STEPHEN SIMON Case #: _____ Date: 2.27.19
Address: 260 EAST MENTHE STREET Project: 91204

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☒ 1. Name and address of applicant and proof of ownership;
- ☒ 2. Name of Development (if applicable);
- ☒ 3. Address of site and legal description of the real estate;
- ☒ 4. Name and address of the land surveyor;
- ☒ 5. Legend and notes, including a graphic scale, north point, and date;
- ☒ 6. A separate location map;
- ☒ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ☒ 8. Aerial photographs of the subject site and surrounding properties;
- ☒ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- ☒ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ☒ 11. Interior floor plans;
- ☒ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");

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

Signature of Owner: [Signature] Date: 3-8-2018

Print Name: JAMES ESHITT.

Signature of Applicant: [Signature] Date: _____

Print Name: STEPHEN SIMON.

Signature of Architect: [Signature] Date: 2.27.11

Print Name: CHRISTOPHER LONGE.

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____

Site Photos



Expansion Sidecar Slider Bar 280 East Merrill Birmingham, MI 48009



Existing Plan
Sidecar Slider Bar
280 East Merrill
Birmingham, MI 48009



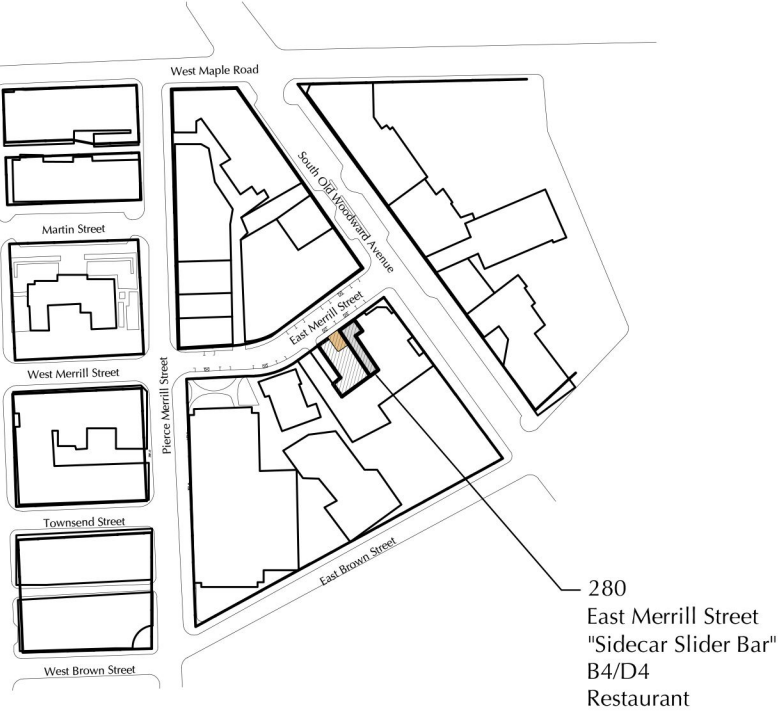
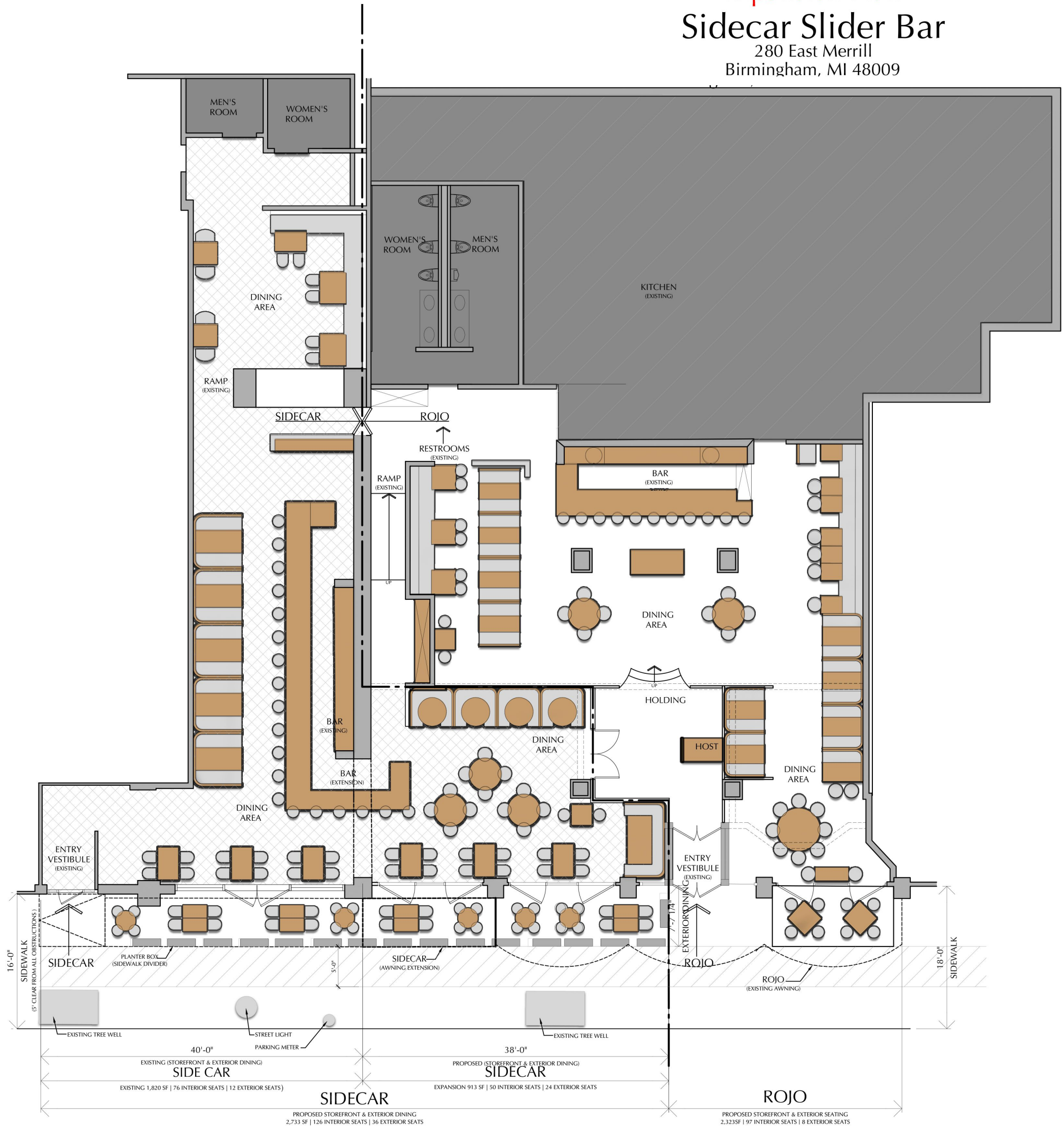
Existing Elevation
Sidecar Slider Bar
280 East Merrill
Birmingham, MI 48009



Expansion Plan

Sidecar Slider Bar

280 East Merrill
Birmingham, MI 48009



PROJECT DATA

SIDECAR SLIDER BAR:

SQUARE FOOTAGE:

EXISTING:1,820 SF

PROPOSED:913 SF

TOTAL:2,733 SF

SEATING:

EXISTING:76 SEATS

PROPOSED:50 SEATS

TOTAL:126 SEATS

EXTERIOR DINING SEATING:

EXISTING:12 SEATS

PROPOSED:24 SEATS

TOTAL:36 SEATS

EXTERIOR DINING AREA:

PROPOSED:290 SF

EXTERIOR SPECIFICATIONS:

TABLES:

TOP: WERZALIT ROUND TABLE TOP – BLACK

BASE: BLACK POWDER COATING TABLE KIT

HEIGHT: 676MM (26.6142 INCH)

BASE DIAMETER: 450MM (17.7165 INCH)

CHAIRS: STEEL FRENCH CAFE STYLE SIDE CHAIR

AWNINGS: EXTEND EXISTING BLACK SUNBRELLA AWNING

SIGNAGE: TO REMAIN AS IS.

SIDEWALK DIVIDER: 42 X 12 PLANTER BOXES

GLAZING SQUARE FOOTAGE: REMAIN AS IS. NO ADDITIONAL GLAZING PROPOSED

GLAZING TYPE: ASSUMED TO BE GUARDIAN SUNGUARD-CLEAR (SNX 62/27)

ROJO:

SQUARE FOOTAGE:

EXISTING:3,246 SF

PROPOSED:2,323 SF

SEATING:

EXISTING:145 SEATS

PROPOSED:97 SEATS

EXTERIOR DINING SEATING:

EXISTING:22 SEATS

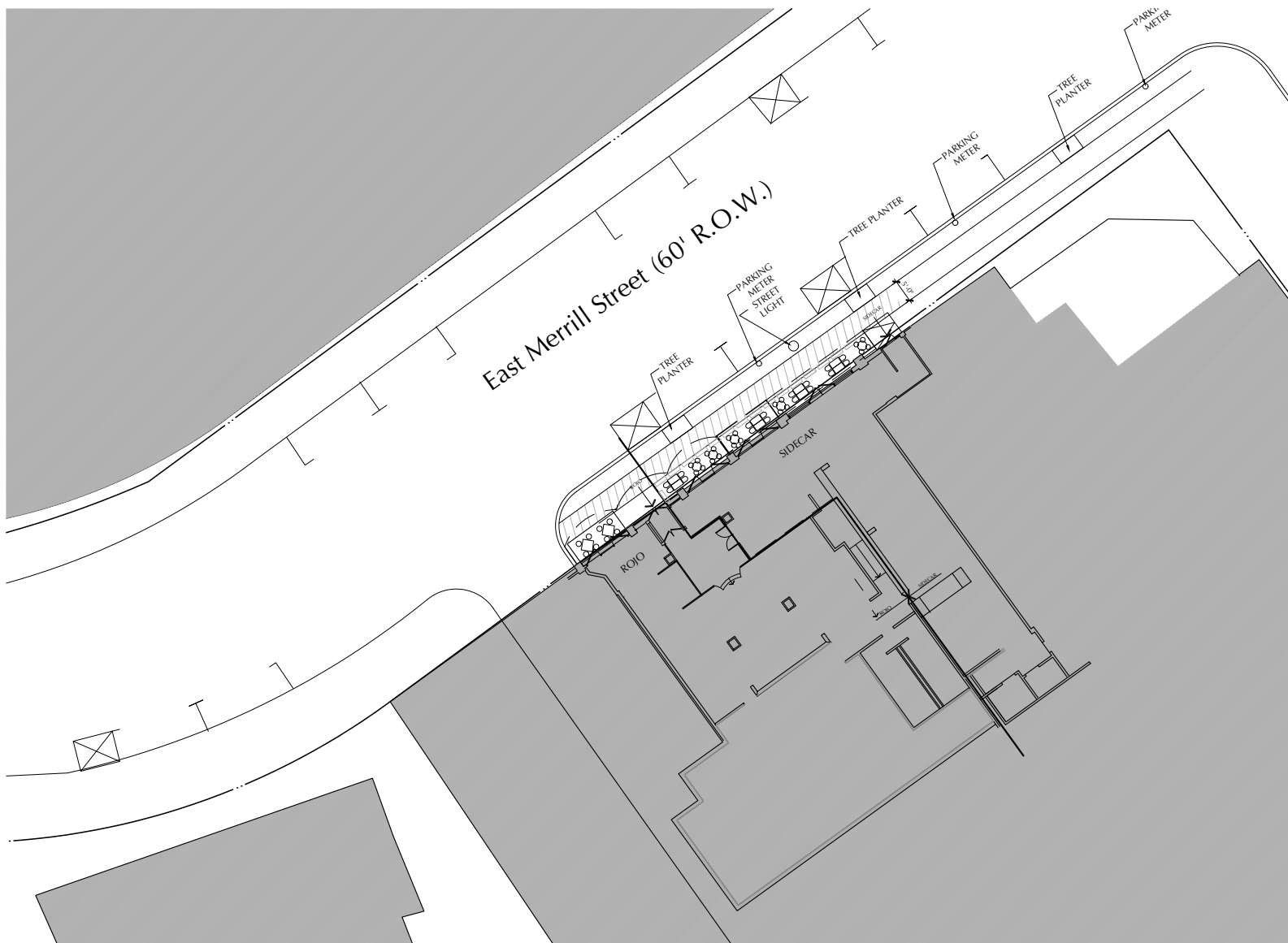
PROPOSED:8 SEATS

Proposed Elevation
 Sidecar Slider Bar
 280 East Merrill
 Birmingham, MI 48009



Existing Signage

Site Plan
Sidecar Slider Bar
280 East Merrill
Birmingham, MI 48009



CHRISTOPHER J LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

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details

CafÉ lovers will thoroughly enjoy the cute and classic style of the Bistro Dining Chair Set of 2. Each set includes 2 chairs made of sturdy steel and finished with light and neutral blues and grays that give off a Parisian vibe. They're perfect for outdoor or indoor use. Make your dining room casual cool with the chairs or even use in your den with your accent table for some morning coffee and newspaper reading.

Frame Material: Steel

Furniture Legs Material: Steel

Maximum Weight Capacity: 150.000

Dimensions: 34.970H x 20.230W x 15.720D

Seat Width: 20.230

Seat-to-Floor Height: 18.000

Weight: 12.100

other info.

Made in the USA or Imported

guests who viewed this item also viewed





**Planning Board Minutes
April 24, 2019**

2. 280 Merrill – Rojo / Sidecar – Request for approval of a SLUP Amendment and Final Site Plan Review to permit a change of in the size and interior layout of each establishment.

Planning Director Ecker presented the item. She noted the items missing from the current SLUP amendment application and Site Plan review. She also noted that Rojo and Sidecar have Class C licenses, not bistro licenses.

Stephen Simon, owner of Rojo and Sidecar, advised the Board that any previously missing applications materials were submitted to the Planning Department on April 19, 2019. He explained:

- Rojo has had a five-year tenure in Birmingham, and was purchased out of bankruptcy by Mr. Simon in 2018 with the goal of changing the concept.
- He has been unable to reach agreement with the landlord on an extension of the lease, which leaves eighteen months left on the lease.
- Without making the proposed modifications, it is unlikely Rojo will be in business for eighteen months. All the other Rojo locations have closed. Sidecar, in contrast, is a growing brand with three new locations opened in the last year. All the other Sidecar locations are larger than the Birmingham location.
- The goal is to allow Sidecar to become a bit more of a food-oriented and family-friendly venue, with special focus on getting families in on Saturday and Sunday afternoons. This will allow there to be adequate business for Rojo, and will expand business for Sidecar.

Chairman Clein observed that Sidecar would get a few additional bar seats from the proposed change, but many more restaurant seats. He asked Mr. Simon if that was because the goal is to make Sidecar a restaurant with a bar, as opposed to a bar with a restaurant.

Mr. Simon confirmed that was the case.

Chris Longe, architect, told the Board that the window frames would be painted. He reiterated that all missing information was submitted the previous Friday, April 19, 2019.

Planning Director Ecker noted that City offices were closed for Good Friday on April 19, 2019.

Mr. Longe acknowledged that to be the case, and said he submitted the information while City offices were closed.

Mr. Simon confirmed for Mr. Emerine that the ramp within Rojo would be in compliance with the ADA and would remain accessible to patrons of both locations.

Mr. Emerine opined that it would be more accurate to call Sidecar a restaurant, and not a bar. He noted that he routinely visits the establishment with his one-year-old daughter in the summer and that this is an appropriate venue for families with children.

Mr. Longe told Ms. Whipple-Boyce that one red awning would be replaced with a black awning. The windows and signage will remain as-is. He said they would likely repaint the window frames to indicate the expansion of Sidecar.

Mr. Williams asked if this item could be postponed for two weeks instead of a month, in light of the fact that the plans have been submitted to the City and would be available for review shortly.

The Board affirmed Mr. Williams' suggestion.

Motion by Mr. Williams

Seconded by Mr. Jeffares to recommend postponement of consideration of the Special Land Use Permit Amendment Final Site Plan Review for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro until Wednesday, May 8, 2019.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Jeffares, Share, Whipple-Boyce, Klein, Boyle, Emerine,

Nays: None

**Planning Board Minutes
May 8, 2019**

05-066-19

F. Unfinished Business

1. Request for Special Land Use Permit Review, 280 Merrill – Rojo / Sidecar – Request for approval of a SLUP Amendment to permit a change of in the size and interior layout of each establishment (Postponed from April 24, 2019).

2. Request for Final Site Plan Review, 280 Merrill – Rojo / Sidecar – Request for approval of a SLUP Amendment to permit a change of in the size and interior layout of each establishment (Postponed from April 24, 2019).

Vice-Chairman Williams asked the Board if it was their preference to address both items at once.

The Board confirmed this was the case.

Mr. Share noted that the City Attorney had previously advised the Board that even if items are considered at the same time, separate motions should be made.

Vice-Chairman Williams agreed with Mr. Share.

Planning Director Ecker reviewed the item.

Vice-Chairman Williams asked Planning Director Ecker if the three conditions for approval pertained to both items.

Planning Director Ecker confirmed the three conditions for approval pertained to both items.

Mr. Share stated the sidewalk in front of Rojo/Sidecar is comprised of a few feet of red brick abutting the building with the rest of the sidewalk being concrete. He asked how far into the sidewalk the outdoor dining would extend in order to clarify whether pedestrians would be walking on both sidewalk surfaces or just the concrete.

The architect for the project signalled from the audience with an affirmative nod that the outdoor tables cover the brick portion of the sidewalk, leaving only the concrete portion of the sidewalk exposed to pedestrian traffic.

Planning Director Ecker told Mr. Boyle that the signage reading "The Plaza" above Rojo/Sidecar was signage for the building, and not part of the signage allowance for the two restaurants.

Chris Longe, architect, addressed the Board. He said:

- The canopy height is indicated on the plans as 10 feet, four inches.
- He would select the outdoor planters and provide the specification sheets.
- Stephen Simon, the owner of Rojo/Sidecar, would have trash receptacles installed outside the establishments per the City's requirements.
- Signage will remain as-is. One red awning will be repainted **replaced with a black awning.**

Ms. Whipple-Boyce noted discrepancies between the elevation and the plan regarding the long wall to the east Sidecar's door and in the exterior window sizes to the east of said wall, all of which was represented as smaller in the elevation than in the plan.

Mr. Longe told Ms. Whipple-Boyce that the scale was different between the plan and the elevation.

Ms. Whipple-Boyce confirmed her awareness of that fact and clarified that the discrepancies remained even when taking the difference in scale into account. She explained that, due to the discrepancy, if the elevation is accurate, Rojo/Sidecar may not be able to fit as many seats as designated in the plan.

Mr. Longe said the exteriors shown in the elevation and the plan were not diligently measured. He stated that the images were taken from portable document format (PDF) files and scaled up from those. He clarified that the interior was measured, however, so the plan was likely to be the more accurate of the two.

Planning Director Ecker said both the elevation and the plans should be corrected before being presented to the Commission.

Mr. Longe confirmed he would correct both documents.

Planning Director Ecker reviewed the difference between a Class C license versus a bistro license in response to Mr. Emerine's request. **The applicant is not operating under the bistro ordinance provisions.**

Vice-Chairman Williams suggested Condition Three in the suggested action should be deleted since there are no proposed signage changes, and asked if Condition Two should be modified since the planned height for the awnings was provided in the plan.

Planning Director Ecker suggested Condition Two could be changed to require the applicant provide consistent plans and elevations.

Mr. Share said that since neither of the conditions impact any of the six criteria under Article 7, Section 7(2)(7) of the zoning ordinance, he would move to recommend approval.

Motion by Mr. Share

Seconded by Ms. Whipple-Boyce to recommend APPROVAL to the City Commission of the Special Land Use Permit Amendment for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro with the following conditions:

- 1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval; and,**
- 2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission.**

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Whipple-Boyce, Boyle, Emerine, Jeffares, Ramin, Williams

Nays: None

Mr. Share said again that since neither of the conditions impact any of the six criteria under Article 7, Section 7(2)(7) of the Zoning Ordinance, he would move to recommend approval.

Motion by Mr. Share

Seconded by Ms. Whipple-Boyce to recommend APPROVAL to the City Commission of the Final Site Plan Review for 280 E. Merrill – Sidecar Slider Bar/Rojo Mexican Bistro with the following conditions:

- 1. The applicant must add an outdoor trash receptacle to both the Sidecar outdoor dining area and the Rojo outdoor dining area and submit specification sheets on the proposed outdoor planter boxes prior to appearing before the City Commission for final approval; and,**
- 2. The applicant must provide consistent elevations and plans prior to appearing before the City Commission.**

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Whipple-Boyce, Boyle, Emerine, Jeffares, Ramin, Williams

Nays: None

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

ORDINANCE AMENDMENT

Meeting - Date, Time, Location:	Monday, June 24 2019 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI 48009
Nature of Hearing:	To consider the following ordinance amendment: To amend Article 3, Section 3.04(E)(12) of the Zoning Code – Balcony, Railing and Porch Materials in the Downtown Overlay District. A complete copy of the proposed ordinance amendments may be reviewed at the City Clerk's Office.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice:	Publish: June 2, 2019
Approved minutes may be reviewed at:	City Clerk's Office

Should you have any statement regarding the above, you are invited to attend the meeting or present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

Persons with disabilities needing accommodations 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.



MEMORANDUM

Planning Division

DATE: June 17, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing to Amend Article 3, Section 3.04(E)(12) of the Zoning Code - Balcony, Railing and Porch Materials in the Downtown Overlay District

INTRODUCTION:

Current Zoning Ordinance language does not allow the use of glass for balconies, railings or porch structures in the Downtown Overlay Zone. However, many applicants for site plan review have requested to use glass railings.

BACKGROUND:

As a result of numerous site plan reviews that have come before the Planning Board requesting the use of glass railings, the Planning Board has requested to consider minor ordinance amendments to include glass as a permitted material.

Accordingly, the Planning Board requested and obtained confirmation from the City Manager that the Planning Board could undertake this topic for study without modifying the Planning Board Action List in accordance with the City Commission's November 12, 2018 resolution.

At the Planning Board meeting on April 10, 2019, the Planning Board voted to set a public hearing to further discuss the amendments to Article 3, Section 3.04(E)(12) of the Zoning Ordinance to amend the permitted materials for balconies, railings, and porch structures in the Downtown Overlay District to allow the use of glass.

LEGAL REVIEW:

The City Attorney has reviewed the draft language and has no concerns.

FISCAL IMPACT:

There are no anticipated fiscal impacts of the proposed amendments.

SUMMARY:

On May 8, 2019, the Planning Board held a public hearing on the draft ordinance language and voted to recommend approval to the City Commission to amend Article 3, Section 3.04(E)(12) of the Zoning Ordinance to amend the permitted materials for balconies, railings, and porch structures in the Downtown Overlay District to allow the use of glass.

ATTACHMENTS:

- Proposed ordinance language
- Planning Board report from May 8, 2019

- Relevant meeting minutes

SUGGESTED ACTION:

To approve an amendment to Article 3, Section 3.04(E)(12) of the Zoning Code to regulate balcony, railing and porch materials in the Downtown Overlay District.

CITY OF BIRMINGHAM
ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126,
ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 3, SECTION 3.04(E)(12), ARCHITECTURAL STANDARDS, TO
REGULATE BALCONY, RAILING, AND PORCH MATERIALS.**

12. Balconies, railings, and porch structures shall be **glass**, metal, wood, cast concrete, or stone. **All materials must be compatible with each other and with the building, as determined by the Planning Board, Design Review Board or Historic District Commission.**

ORDAINED this _____ publication day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk



MEMORANDUM

Planning Division

DATE: May 1, 2019

TO: Planning Board

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing to Amend Article 3, Section 3.04(E)(12) of the Zoning Code - Balcony, Railing and Porch Materials in the Downtown Overlay District

As a result of numerous site plan reviews that have come before the Planning Board requesting the use of metal screening gates and glass railings, the Planning Board has requested to consider minor ordinance amendments to include these as permitted materials. Current ordinance language does not allow glass railings for balconies & terraces, nor does it permit metal gates for trash receptacle screening.

Accordingly, the Planning Board requested and obtained confirmation from the City Manager that this topic may be undertaken for study by the Planning Board without modification to the Planning Board Action List in accordance with the City Commission's resolution dated November 12, 2018.

At the Planning Board meeting on April 10, 2019, the Planning Board discussed the attached amendments to Article 3, Section 3.04(E)(12) of the Zoning Ordinance to amend the permitted materials for balconies, railings, and porch structures in the Downtown Overlay District to allow the use of glass. There was consensus to do so, and thus the Planning Board set a public hearing to further discuss this. Please find the following ordinance language revisions for you review.

Suggested Resolution:

To recommend approval to the City Commission for an amendment to Article 3, Section 3.04(E)(12) of the Zoning Ordinance to amend the permitted materials for balconies, railings, and porch structures in the Downtown Overlay District to allow the use of glass.

CITY OF BIRMINGHAM
ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 3, SECTION 3.04(E)(12), ARCHITECTURAL STANDARDS, TO REGULATE BALCONY, RAILING, AND PORCH MATERIAL.

12. Balconies, railings, and porch structures shall be **glass**, metal, wood, cast concrete, or stone. **All materials must be compatible with each other and with the building, as determined by the Planning Board, Design Review Board or Historic District Commission.**

ORDAINED this _____ publication day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk

PLANNING BOARD MINUTES

APRIL 10, 2019

1. Railing and Screening Materials

City Planner Cowan presented the item.

Planning Director Ecker advised the Board that structural issues regarding glass use are addressed by the City's Building Code. She said issues around the aesthetics of glass use could be addressed in the ordinance, but that the Board is also able to guide the aesthetic aspects of glass use during a site plan review. In addition, the section of the ordinance being discussed is only applicable to the Downtown Overlay.

Ms. Whipple-Boyce said it would be prudent to consider the aesthetic aspects of glass use, such as tinting, color, or items within the glass, in order to have clarity as to how the City would proceed with the review of such cases.

After further Board discussion, Mr. Boyle suggested the best approach might be to state that all "materials must be compatible with each other and with the building."

The Board concurred.

Planning Director Ecker explained that City Code already requires the use of non-combustible materials in appropriate circumstances, so she suggested it would be unnecessary to address it further within this ordinance.

The Board agreed that chain link should be excluded from acceptable screening materials for trash receptacles.

Ms. Whipple-Boyce suggested eliminating wood from the list of acceptable screening materials as well since it deteriorates over time as it is exposed to the elements. She said model screening set-ups exist across the street from The Townsend Hotel on Henrietta Street and by the Baldwin Public Library. The doors there are metal, well-maintained, lightweight, and remain closed except for occasions of ingress or egress by staff or maintenance workers.

Mr. Boyle opined that it might be a mistake to preclude wood as a material, especially with properties closer to residential areas.

Mr. Jeffares suggested requiring that the screening doors have hinges which cause the doors to rest in a closed position. In this way, a dumpster could be pushed out of its enclosure and the doors would automatically close behind it.

Planning Director Ecker apprised the Board of recent changes to the dumpster ordinances which included:

- Requiring doors be closed when the dumpster is not being accessed;
- Requiring lids be closed when the dumpster is not being accessed;
- Mandatory labelling for all commercial dumpsters; and,
- Mandatory registration with the City of the refuse companies which service each dumpster.

Chairman Clein suggested the language should be "a masonry screenwall with opaque gates made of wood, metal, or materials of a similar quality is required. The screenwall shall match the material of the principal building. Chain link fencing is prohibited." He noted the ambivalence among Board members about the inclusion of wood as a screening material.

The Board concurred on the language.

Planning Director Ecker clarified the railing material discussion only applies to the Downtown Overlay, while the screening material standards apply Citywide.

Motion by Mr. Share

Seconded by Mr. Boyle to set a public hearing for May 8, 2019 for the ordinance amendments to Article 4, Section 4.54(B)(8) and Article 3, Section 3.04(E)(12) with the aforementioned agreed upon language.

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Boyle, Clein, Jeffares, Koseck, Whipple-Boyce, Williams

Nays: None

**Planning Board Minutes
May 8, 2019**

05-065-19

E. Public Hearings

1. An Ordinance To Amend Chapter 126, Zoning, Of The Code Of The City Of Birmingham: To Amend Article 3, Section 3.04(E)(12), Architectural Standards, To Regulate Balcony, Railing, And Porch Materials.

Vice-Chairman Williams opened the public hearing at 7:34 p.m.

Planning Director Ecker presented the item. There was no discussion and no questions from the Board members. No members of the public wished to comment on the matter.

Motion by Mr. Share

Seconded by Mr. Boyle to recommend approval to the City Commission for an amendment to Article 3, Section 3.04(E)(12) of the Zoning Ordinance to amend the permitted materials for balconies, railings, and porch structures in the Downtown Overlay District to allow the use of glass.

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Boyle, Emerine, Jeffares, Ramin, Whipple-Boyce, Williams
Nays: None

2. An Ordinance To Amend Chapter 126, Zoning, Of The Code Of The City Of Birmingham: To Amend Article 4, Section 4.54(B)(8), Screening Standards, To Regulate Trash Receptacle Screening Materials.

Planning Director Ecker presented the item. There was no discussion and no questions from the Board members.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Share to recommend approval to the City Commission for an amendment to Article 4, Section 4.54(B)(8) to amend the permitted materials to be used for the screening of trash enclosures to allow the use of metal and to prohibit the use of chain link fencing.

Motion carried, 7-0.

VOICE VOTE

Yeas: Whipple-Boyce, Share, Boyle, Emerine, Jeffares, Ramin, Williams
Nays: None

Vice-Chairman Williams closed the public hearing at 7:40 p.m.

NOTICE OF PUBLIC HEARING**BIRMINGHAM CITY COMMISSION****ORDINANCE AMENDMENT**

Meeting - Date, Time, Location:	Monday, June 24 2019 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI 48009
Nature of Hearing:	To consider the following ordinance amendment: To amend Article 4, Section R.54(B)(8) of the Zoning Code – Screening Materials for Trash Enclosures A complete copy of the proposed ordinance amendments may be reviewed at the City Clerk's Office.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice:	Publish: June 2, 2019
Approved minutes may be reviewed at:	City Clerk's Office

Should you have any statement regarding the above, you are invited to attend the meeting or present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

Persons with disabilities needing accommodations 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.



MEMORANDUM

Planning Division

DATE: June 17, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing to Amend Article 4, Section 4.54(B)(8) of the Zoning Code – Screening Materials for Trash Enclosures

INTRODUCTION:

Current Zoning Ordinance language does not allow the use of metal screening gates for trash receptacle screening. However, many applicants for site plan review have requested to use metal screening gates for trash receptacle screening..

BACKGROUND:

As a result of numerous site plan reviews that have come before the Planning Board requesting the use of gates for trash receptacle screening, the Planning Board has requested to consider minor ordinance amendments to include metal screening as a permitted material.

Accordingly, the Planning Board requested and obtained confirmation from the City Manager that the Planning Board could undertake this topic for study without modifying the Planning Board Action List in accordance with the City Commission's November 12, 2018 resolution.

At the Planning Board meeting on April 10, 2019, the Planning Board voted to set a public hearing to further discuss the amendments to Article 4, Section 4.54(B)(8) of the Zoning Ordinance to amend the screening of trash enclosures to allow the use of metal and to prohibit the use of chain link fencing.

LEGAL REVIEW:

The City Attorney has reviewed the draft language and has no concerns.

FISCAL IMPACT:

There are no anticipated fiscal impacts of the proposed amendments.

SUMMARY:

On May 8, 2019, the Planning Board held a public hearing on the draft ordinance language and recommended approval to the City Commission to amend Article 3, Section 3.04(E)(12) of the Zoning Ordinance to amend the permitted materials to be used for the screening of trash enclosures to allow the use of metal and to prohibit the use of chain link fencing.

ATTACHMENTS:

- Proposed ordinance language
- Planning Board report from May 8, 2019
- Relevant meeting minutes

SUGGESTED ACTION:

To approve an amendment to Article 4, Section 4.54(B)(8) of the Zoning Code to regulate the permitted screening materials for trash enclosures.

CITY OF BIRMINGHAM
ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.54(B)(8), SCREEING STANDARDS, TO REGULATE TRASH RECEPTACLE SCREENING MATERIAL.

8. When required to screen a trash receptacle or ground mounted mechanical or electrical equipment, a masonry screenwall **with a continuous poured concrete or concrete block footing** with ~~wood~~ **opaque** gates **made of wood, metal, or materials of a similar quality is required.** The screenwall shall match the material of the principal building. **Chain link fencing is prohibited.**

ORDAINED this _____ publication day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk

DATE: May 1, 2019

TO: Planning Board

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing to Amend Article 4, Section 4.54(B)(8) of the Zoning Code – Screening Materials for Trash Enclosures

As a result of numerous site plan reviews that have come before the Planning Board requesting the use of metal screening gates and glass railings, the Planning Board has requested to consider minor ordinance amendments to include these as permitted materials. Current ordinance language does not allow metal gates to be used for trash receptacle screening.

Accordingly, the Planning Board requested and obtained confirmation from the City Manager that this topic may be undertaken for study by the Planning Board without modification to the Planning Board Action List in accordance with the City Commission's resolution dated November 12, 2018.

At the Planning Board meeting on April 10, 2019, the Planning Board discussed the attached amendments to Article 4, Section 4.54(B)(8) to amend the permitted materials to be used for the screening of trash enclosures to allow the use of metal and to prohibit the use of chain link fencing. There was consensus to do so, and thus the Planning Board set a public hearing to further discuss this. Please find the following ordinance language revisions for you review.

Suggested Resolution:

To recommend approval to the City Commission for an amendment to Article 4, Section 4.54(B)(8) to amend the permitted materials to be used for the screening of trash enclosures to allow the use of metal and to prohibit the use of chain link fencing.

CITY OF BIRMINGHAM
ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.54(B)(8), SCREEING STANDARDS, TO REGULATE TRASH RECEPTACLE SCREENING MATERIAL.

8. When required to screen a trash receptacle or ground mounted mechanical or electrical equipment, a masonry screenwall **with a continuous poured concrete or concrete block footing** with ~~wood~~ **opaque** gates **made of wood, metal, or materials of a similar quality is required.** The screenwall shall match the material of the principal building. **Chain link fencing is prohibited.**

ORDAINED this _____ publication day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk

PLANNING BOARD MINUTES

APRIL 10, 2019

1. Railing and Screening Materials

City Planner Cowan presented the item.

Planning Director Ecker advised the Board that structural issues regarding glass use are addressed by the City's Building Code. She said issues around the aesthetics of glass use could be addressed in the ordinance, but that the Board is also able to guide the aesthetic aspects of glass use during a site plan review. In addition, the section of the ordinance being discussed is only applicable to the Downtown Overlay.

Ms. Whipple-Boyce said it would be prudent to consider the aesthetic aspects of glass use, such as tinting, color, or items within the glass, in order to have clarity as to how the City would proceed with the review of such cases.

After further Board discussion, Mr. Boyle suggested the best approach might be to state that all "materials must be compatible with each other and with the building."

The Board concurred.

Planning Director Ecker explained that City Code already requires the use of non-combustible materials in appropriate circumstances, so she suggested it would be unnecessary to address it further within this ordinance.

The Board agreed that chain link should be excluded from acceptable screening materials for trash receptacles.

Ms. Whipple-Boyce suggested eliminating wood from the list of acceptable screening materials as well since it deteriorates over time as it is exposed to the elements. She said model screening set-ups exist across the street from The Townsend Hotel on Henrietta Street and by the Baldwin Public Library. The doors there are metal, well-maintained, lightweight, and remain closed except for occasions of ingress or egress by staff or maintenance workers.

Mr. Boyle opined that it might be a mistake to preclude wood as a material, especially with properties closer to residential areas.

Mr. Jeffares suggested requiring that the screening doors have hinges which cause the doors to rest in a closed position. In this way, a dumpster could be pushed out of its enclosure and the doors would automatically close behind it.

Planning Director Ecker apprised the Board of recent changes to the dumpster ordinances which included:

- Requiring doors be closed when the dumpster is not being accessed;
- Requiring lids be closed when the dumpster is not being accessed;
- Mandatory labelling for all commercial dumpsters; and,
- Mandatory registration with the City of the refuse companies which service each dumpster.

Chairman Clein suggested the language should be "a masonry screenwall with opaque gates made of wood, metal, or materials of a similar quality is required. The screenwall shall match the material of the principal building. Chain link fencing is prohibited." He noted the ambivalence among Board members about the inclusion of wood as a screening material.

The Board concurred on the language.

Planning Director Ecker clarified the railing material discussion only applies to the Downtown Overlay, while the screening material standards apply Citywide.

Motion by Mr. Share

Seconded by Mr. Boyle to set a public hearing for May 8, 2019 for the ordinance amendments to Article 4, Section 4.54(B)(8) and Article 3, Section 3.04(E)(12) with the aforementioned agreed upon language.

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Boyle, Clein, Jeffares, Koseck, Whipple-Boyce, Williams

Nays: None

**Planning Board Minutes
May 8, 2019**

05-065-19

E. Public Hearings

1. An Ordinance To Amend Chapter 126, Zoning, Of The Code Of The City Of Birmingham: To Amend Article 3, Section 3.04(E)(12), Architectural Standards, To Regulate Balcony, Railing, And Porch Materials.

Vice-Chairman Williams opened the public hearing at 7:34 p.m.

Planning Director Ecker presented the item. There was no discussion and no questions from the Board members. No members of the public wished to comment on the matter.

Motion by Mr. Share

Seconded by Mr. Boyle to recommend approval to the City Commission for an amendment to Article 3, Section 3.04(E)(12) of the Zoning Ordinance to amend the permitted materials for balconies, railings, and porch structures in the Downtown Overlay District to allow the use of glass.

Motion carried, 7-0.

VOICE VOTE

Yeas: Share, Boyle, Emerine, Jeffares, Ramin, Whipple-Boyce, Williams
Nays: None

2. An Ordinance To Amend Chapter 126, Zoning, Of The Code Of The City Of Birmingham: To Amend Article 4, Section 4.54(B)(8), Screening Standards, To Regulate Trash Receptacle Screening Materials.

Planning Director Ecker presented the item. There was no discussion and no questions from the Board members.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Share to recommend approval to the City Commission for an amendment to Article 4, Section 4.54(B)(8) to amend the permitted materials to be used for the screening of trash enclosures to allow the use of metal and to prohibit the use of chain link fencing.

Motion carried, 7-0.

VOICE VOTE

Yeas: Whipple-Boyce, Share, Boyle, Emerine, Jeffares, Ramin, Williams
Nays: None

Vice-Chairman Williams closed the public hearing at 7:40 p.m.

DATE: June 13, 2019

TO: Joseph A. Valentine, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: BPL Youth Services Expansion & Renovation

INTRODUCTION:

The Baldwin Public Library Youth Services Expansion & Renovation project consists of a 2,025 square foot one-story addition to the east of the current building, an interior renovation of approximately 5,500 square feet of the existing one-story Youth Services portion of the building. The existing public toilet rooms on the first floor of the Library will also be renovated as part of this project.

BACKGROUND:

A Request for Proposals (RFP) for the Youth Services project was posted on the Michigan Inter-Governmental Trade Network (MITN) on February 27, 2019. The RFP included detailed plans and specifications for the complete project that were previously reviewed and approved by Building Department Staff for construction. A pre-bid meeting was held at the Library on March 13, 2019, for prospective bidders to learn more about the project and view the existing conditions in the area of the proposed construction. This meeting was attended by several contractors, City and Library Staff, along with the project architect. We described the addition and renovation to the attendees and answered several detailed question regarding the project.

The original deadline to submit proposals for the project was April 10, 2019. An addendum to the RFP was issued extending the deadline to April 17, 2019, allowing an additional week to accommodate spring break vacations. Five contractors submitted proposals for the project as shown in the following table sorted from lowest to highest grand total:

	CONTRACTOR	TOTAL	ALTERNATES	GRAND TOTAL
1.	Steel Equipment Company	\$1,640,000	\$12,000	\$1,652,000
2.	Shaw Construction Management Company	Not shown	\$5,000	\$1,740,000
3.	Quadrants Development, LLC	\$1,824,620	\$11,380	\$1,836,000
4.	The Dailey Company	\$1,910,000	\$10,000	\$1,920,000
5.	R & E Development Group, LLC	\$2,184,334	\$1,650	\$2,185,984

City Staff reviewed the proposals for conformance to the RFP and narrowed the list down to two responsive contractors qualified to perform the work. The two contractors were The Dailey Company and R & E Development Group, LLC. The other three proposals were incomplete and lacking information that was requested in the RFP.

A review committee consisting of City Staff, Library Staff, and the architects for the project reviewed the two proposals and determined both contractors qualified for the project. It was

decided not to move forward with any alternates. Accordingly, the review committee determined that The Dailey Company is the most responsive and qualified bidder with the lowest price and recommends they be selected for the Youth Services Expansion & Renovation Project. Funds are available in the Buildings Improvements Account No: 271-790.000-977.0000.

The Library Board reviewed the review committee's recommendation and unanimously passed the following resolution in support of the recommended contractor:

"To support the Dailey Company as the construction contractor for the Youth Room expansion and renovation project, as recommended by the City and Library review committee, for an amount not exceed \$1,910,000 to be paid by the Library, and furthermore to recommend that the Birmingham City Commission approve The Dailey Company as the construction contractor."

LEGAL REVIEW:

The City Attorney has reviewed and signed the agreement.

FISCAL IMPACT:

The Library has budgeted and allocated funds for this project.

SUMMARY

It is recommended that the City Commission approve the construction agreement with The Dailey Company for the addition to and renovation of the Youth Room at the Baldwin Public Library.

ATTACHMENTS:

- Request for Proposals with Signed Agreement
- Library Support Memo
- The Dailey Company Proposal
- Certificate of Insurance
- Performance Bond

SUGGESTED RESOLUTION:

To approve the agreement with The Dailey Company for the Baldwin Public Library Youth Services Expansion & Renovation as described in the attachment A of the Request for Proposals, in the amount not to exceed \$1,910,000.00 from account #271-790.000-977.0000, and further to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

To: Joe Valentine, Birmingham City Manager
From: Doug Koschik, Baldwin Public Library Director
Date: June 13, 2019
Subject: Library Youth Room expansion and renovation

At its June 17 meeting, the Baldwin Public Library Board of Directors will award the contract for FFE (furniture, fixtures, and equipment) for the Youth Room expansion and renovation to Library Design Associates (LDA).

At its May 20 meeting, the Baldwin Public Library Board of Directors unanimously passed the following resolution:

To support The Dailey Company as the construction contractor for the Youth Room expansion and renovation project, as recommended by the City and Library review committee, for an amount not to exceed \$1,910,000, to be paid by the Library, and furthermore to recommend that the Birmingham City Commission approve The Dailey Company as the construction contractor.

The current estimated costs of the project are shown below:

Construction bid from The Dailey Company	\$1,910,000
FFE bid from Library Design Associates	\$475,824
FFE costs from third parties	\$28,467
Architectural/engineering consulting fees	\$168,498
Owner's contingency	\$116,563
Total project cost	\$2,699,352
Budget	\$2,447,823
Estimated amount the project is over budget	\$251,529

The Youth Room expansion and renovation is currently projected to come in approximately 10% over budget because of higher-than-anticipated construction costs resulting from the booming construction industry. The Library will cover all of the increased costs by spending more money than previously anticipated from its fund balance as well as from its Trust. The Library will also use \$219,000 it has accumulated through successful fundraising efforts.

This project is partially funded through a temporary increase in the Library's millage rate—an additional 0.2891 mills in FY 2018-19, an additional 0.2714 mills in FY 2019-20, and an additional 0.2567 mills in FY 2020-21. The total revenue from the three years of additional millage rates comes to slightly over \$2,000,000, which is approximately 75% of the total project cost.

REQUEST FOR PROPOSALS
For BALDWIN PUBLIC LIBRARY YOUTH SERVICES EXPANSION AND
RENOVATION

Sealed proposals endorsed “**BPL Youth Services Expansion and Renovation**”, will be received at the Office of the City Clerk, 1551 Martin Street, PO Box 3001, Birmingham Michigan, 48012, until April 10, 2019 at 2:00 pm after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Wednesday, March 13, 2019, at 2:00 p.m. in the Rotary Room of the Baldwin Public Library, 300 W. Merrill Street, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Tuesday, March 12 by contacting Brigitte Moran at (248) 530-1843 or bmoran@bhamgov.org.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to perform an expansion and renovation of the Youth Services section of the Baldwin Public Library (BPL), as well as landscaping work on the three exterior sides of Youth Services, including a children’s garden and a children’s courtyard. This work must be performed as specified in accordance with the specifications contained in this Request For Proposals (RFP).

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

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

Submitted to MITN: Wednesday, February 27, 2019

Mandatory Pre-Bid Meeting: Wednesday, March 13, 2019 at 2:00 p.m.
Baldwin Public Library – Rotary Room
RSVP to bmoran@bhamgov.org by 4:00 p.m.
on Tuesday, March 12, 2019

Deadline for Submissions: Wednesday, April 10, 2019 at 2:00 p.m.

Contact Person: Bruce Johnson, Building Official
City of Birmingham
P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012-3001
Phone: (248) 530-1842
Email: bjohnson@bhamgov.org

REQUEST FOR PROPOSALS
For BALDWIN PUBLIC LIBRARY YOUTH SERVICES EXPANSION
AND RENOVATION

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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 perform the following work:

Interior renovation of approximately 5,500 SF of the one-story building Youth Services Library (which is a 1960 addition to the 1927 Main Library Building) The renovation includes two existing public toilet rooms (part of the 1980 Adult Services Addition). The Work also includes a partial demolition of the existing Youth Library exterior façade and a 2,025 SF one-story-building addition to the North, South & East of the existing Youth Library structure.

This work must be performed as detailed in 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 late May 2019, with the contract awarded in June. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference as Attachment A. 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 perform an expansion and renovation of the Youth Services section of the Baldwin Public Library.

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 project location to make inquiries about the RFP. The pre-bid meeting is scheduled for Wednesday, March 13, 2019, at 2:00 p.m. in the Rotary Room of the Baldwin Public Library located at 300 W. Merrill Street, Birmingham, MI 48009.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Wednesday, April 10, 2019 at 2:00 p.m. to:

City of Birmingham
Attn: City Clerk
151 Martin St.
Birmingham, Michigan 48009

One (1) original and two (2) copies shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“Baldwin Public Library Youth Services Expansion and Renovation”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor’s Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Bruce Johnson, Building Official, City of Birmingham, 151 Martin Street., Birmingham, MI 48009, or bjohnson@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 3 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

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

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

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

6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice is accepted by the City. 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)
 - b. Cost Proposal (Attachment C)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (Attachment A) (**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.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of sub-contractors and their qualifications, if applicable.
6. Provide three (3) client references from past projects, including current phone numbers. At least two (2) of the client references should be for projects of similar nature and scope in the Contractor's proposal.

7. The Contractor will be responsible for the disposal of all material, unless otherwise noted in this RFP. The Contractor will be responsible for any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
8. The contractor will be responsible for getting all necessary building permits for this project. There will be no cost to the contractor for required City permits.
9. 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.
10. Provide a project timeline addressing each section within the Scope of Work (i.e., demolition, construction, interior renovation) and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY'S RESPONSIBILITIES

1. The City's Building Official shall be designated as the City's representative (i.e., Project Coordinator) 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 a sealed set of architectural drawings and specifications to the selected Contractor.
3. The Library will provide access to the Baldwin Public Library during regular business hours or during nights and weekends as approved by the Library's designated representative. Normal hours for construction activity are between 7:00 a.m. and 7:00 p.m. Monday through Saturday.

CHANGE ORDERS

The Contractor may request or the City may order changes in the Work or the timing or sequencing of the Work that impacts the Contract price or the Contract time. All such changes in the Work that affect Contract specifications, time or price shall be formalized in a Change Order.

- A. The City reserves the right, at any time during the progress of the Work, to make necessary alterations of, deviations from, additions to, or deletions from the Contract, or to require the performance of extra work neither covered by the Plans and

Specifications nor included in the Contractor's Proposal, but forming a part of the contracted Work.

- B. The Contractor shall not proceed with any Changed or Extra Work without a written Contract Change Order approved by the City. Any Changed or Extra Work performed by Contractor without approval from the City shall be done solely at the Contractor's risk; the Contractor hereby waives any claim for additional compensation.
- C. Changed or Extra Work shall in no way injuriously affect to invalidate the Contract or the Contractor's bonds, but the difference in cost shall be added to or deducted from the Contract Price, as the case may be. No anticipated profits shall be allowed for Work deleted.
- D. Any Changed or Extra Work shall be considered a part of the Contract, subject to all of its terms, conditions, stipulations, review, guaranties, and tests and may be performed without notice to the Surety on the Contractor's bonds. The Contractor and Surety hereby agree to these provisions.
- E. If the Change Order provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods as requested by the City:
 - 1) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - 2) unit prices stated in the Contract Documents or subsequently agreed upon;
 - 3) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

The successful bidder agrees to indemnify 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.

PROJECT TIMELINE

Bids due: April 10, 2019
Contractor Selected: Late May 2019
Contract Awarded: June 2019

The Contractor shall complete this project in accordance with the timeframe established in Attachment B. The Contractor shall not exceed the timelines established for the completion of this project, unless otherwise agreed to by the parties.

SCOPE OF WORK

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

1. This project will be carried out in accordance with the requirements defined by the Baldwin Public Library Birmingham, Michigan Project Manual – Bid Package dated February 12, 2019 and the architectural, mechanical, electrical and structural drawings prepared by Luckenbach|Ziegelman|Gardner Architects, issued for this RFP on February 12, 2019 for project number 3017 as outlined herein.

ARCHITECTURAL DRAWINGS

A1.00	Title Sheet & Architectural Site Plan
C1	Survey New Work
C2	Survey Existing for Reference
A1.01	Floor Plan
A1.01D	Demolition Plan
A1.01E	Egress Plan
A1.01F	Floor Plan with Furniture, Fixtures, Equipment (For Ref)
A1.02	Foundation Crawl Space Plan Roof Plan
A1.03	Door Elevations Hardware Finish Schedule
A1.04	Reflected Ceiling Plan Lighting
A1.05	Toilet Room Plan, Elevations & Details
A2.00	Exterior Elevations 1/8"
A3.00	Wall Sections
A4.00	Interior Elevations
A4.01	Interior Elevations: Fish Tank Display Wall
A4.02	Interior Elevations
A4.03	Interior Elevations Details
S0.01	General Structural Notes
S0.02	General Structural Notes
S0.03	Special Inspection Schedules
S1.00	Foundation Plan
S2.00	First Floor & Roof Framing Plans
S3.01	Typical Concrete and Steel Details
S7.00	Details and Sections
S7.01	Details and Sections

MECHANICAL DRAWINGS

M0.01	Mec Standards and Drawing Index
M0.02	Mech Specifications

M0.03	Mech Specifications
M0.04	Mech Specifications
MD2.00	Lower Level Plumbing Demolition Plan
MD2.01	Level 1 Plumbing Demolition Plan
M2.00	Lower Level Plumbing New Work
M2.01	Level 1 Plumbing New Work
MD4.00	Lower Level Mechanical Demolition Plan
MD4.01	Level 1 Mechanical Demolition Plan
M4.00	Lower Level Mechanical New Work Plan
M4.01	Main Level Mechanical New Work Plan
M6.01	Mechanical Details
M6.02	Mechanical Details
M7.01	Mechanical Schedules
M7.02	Mechanical Schedules
M7.03	Mechanical Schedules
M8.01	Temperature Schedules

ELECTRICAL DRAWINGS

E0.01	Elec Standards and Drawing Index
E0.02	Elec Standards and Schedules
E0.03	Elec Specifications
E0.04	Elec Specifications
ED1.01	Level 1 Elec Demolition Plan
E2.01	Level 1 Lighting New Work Plan
E3.00	Lower Level Power and Auxiliary New Work Plan
E3.01	Level 1 Power and Auxiliary New Work Plan
E5.01	One Line Diagram
E5.02	Panel Schedules
E6.01	Electrical Details and Diagrams

LANDSCAPE ARCHITECTURAL DRAWINGS

LA1.00	Title Sheet and Site Plan
LA1.01	Plan – Overall Landscape
LA1.02	Plan - Children's Garden & Landscape
LA1.03	Children's Garden Fence Baldwin Gate: Plan, Elevations, Details

2. The owner will contract separately for all Furniture, Fixtures and Equipment (FFE), including but not limited to:
 - Carpeting
 - Alarm system

- Communications and Wiring
 - Telephones and computers | Data lines
 - Furniture
 - Work stations, file cabinets, etc.
3. The Contractor shall coordinate work and schedules with the selected FFE contractor.
 4. Exclusive of the work to be performed by the landscape subcontractor as part of the overall project, the Contractor shall restore the site to its existing condition prior to construction, including, but not limited to, sidewalks.
 5. The expansion portion of the project is a priority to ensure that the building is sealed as soon as possible and heat loss is minimized during the winter months.
 6. Any and all Change Orders shall be subject to the provisions outlined in this RFP.
 7. Upon completion of the project, the Contractor will provide a complete set of as-built drawings to the City.
 8. This section and reference documents shall constitute the Scope of Work for this project and such all requirements must be met.

ATTACHMENT A - AGREEMENT
For BALDWIN PUBLIC LIBRARY YOUTH SERVICES EXPANSION & RENOVATION

This AGREEMENT, made this 24th day of June, 2019, by and between CITY OF BIRMINGHAM, MICHIGAN, having its principal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and The Dailey Company, having its principal office at 179 Northpointe Dr. Lake Orion, MI. (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Library, is desirous of having work completed to expand and renovate the Youth Services section of 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 perform an expansion to and interior renovations of the Youth Services section of the 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 an expansion to and interior renovations of the Youth Services section of the Baldwin Public Library.

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 Proposals to perform an expansion to and interior renovations of the Youth Services section of the Baldwin Public Library and the Contractor's cost proposal dated April 17, 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, then the bid documents.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$1,910,000 as set forth in the Contractor's April 17, 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. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- 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. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

- I. 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. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from 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 of Birmingham, 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: Bruce Johnson
Building Official
151 Martin Street
Birmingham, MI 48009
(248) 530-1842

The Dailey Company
Attn: Stephen R. Dailey
179 Northpointe Drive
Lake Orion, MI 48359
(248) 364-2600

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

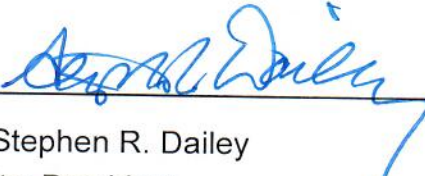
18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:



The Dailey Company

By: 
Stephen R. Dailey
Its: President

CITY OF BIRMINGHAM

By: _____

Patricia Bordman
Its: Mayor

By: _____

J. Cherilynn Mynsberge
Its: City Clerk

Approved:



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



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



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




Bruce R. Johnson, Building Official
(Approved as to substance)

ATTACHMENT B - BIDDER'S AGREEMENT

For BALDWIN PUBLIC LIBRARY YOUTH SERVICES EXPANSION & RENOVATION

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.
3. The undersigned Contractor proposes and agrees to commence the Work of the Contract Documents on a date specified in a written notice to proceed to be issued by the City and shall fully complete the Work within 305 calendar days. Work on the building will commence on approximately August 15, 2019, and be finished no later than April 15, 2020. Landscape work will commence upon favorable weather conditions in 2020 and be completed no later than June 15, 2020.

Stephen R. Dailey	April 17, 2019
PREPARED BY (Print Name)	DATE
President	
TITLE	DATE
	sdailey@daileyco.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
The Dailey Company	
COMPANY	
179 Northpointe Dr, Lake Orion, MI	(248) 364-2600
ADDRESS	PHONE
Not Applicable	
NAME OF PARENT COMPANY	PHONE
Not Applicable	
ADDRESS	

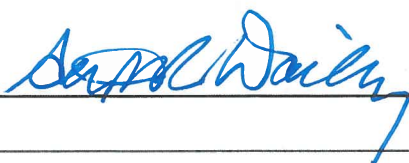
ATTACHMENT C - COST PROPOSAL
For BALDWIN PUBLIC LIBRARY YOUTH SERVICES EXPANSION & RENOVATION

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 provided, as follows:

COST PROPOSAL	
ITEM	BID AMOUNT
Division 01-Existing Conditions	\$95,000
Division 02-Site Work/Earth Work	\$62,000
Division 03-Concrete	\$142,500
Division 04-Masonry	\$12,700
Division 05-Metals	\$165,800
Division 06-Wood, Plastic and Composites	\$130,000
Division 07-Thermal and Moisture Protection	\$60,000
Division 08-Doors & Windows	\$361,000
Division 09-Finishes	\$194,000
Division 10-Specialties	\$15,000
Division 15-Mechanical	\$205,000
Division 16-Electrical Interior Lighting & Electrical Work	\$345,000
Division 32-Exterior Improvements (Landscape)	\$122,000
Total	\$1,910,000
Add Alternates	
Room #108 Story/Craft Room: In Slab Elec Automatic Door Openers	\$10,000
Grand TOTAL	1,920,000

\$194,00

Firm Name The Dailey Company

Authorized signature  Date Apr 17, 2019

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For BALDWIN PUBLIC LIBRARY YOUTH SERVICES EXPANSION & RENOVATION

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.

Stephen R. Dailey	April 17, 2019
PREPARED BY (Print Name)	DATE
President	
TITLE	DATE
	sdailey@daileyco.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
The Dailey Company	
COMPANY	
179 Northpointe, Lake Orion, MI	(248) 364-2600
ADDRESS	PHONE
Not Applicable	Not Applicable
NAME OF PARENT COMPANY	PHONE
Not Applicable	
ADDRESS	
38-3328896	
TAXPAYER I.D.#	



**Baldwin Public Library
Youth Services Expansion and Renovation
Response to Request for Proposal
Submitted April 17, 2019**

SUPPLEMENTAL INFORMATION PER RFP:

- A. Description of similar completed projects
- B. Project schedule & timeline
- C. Description of the firm, including resumes
- D. Client references
- E. Project approach and availability
- F. Clarifications to Bid

INSTITUTIONAL

MUNICIPAL PROJECT EXPERIENCE



Macomb County Emergency Operations Center

An expansion and renovation to create a new 2-story open & tiered atrium within an existing and fully occupied building. Four county agencies plus local police, fire and EMS dispatchers are now under a single roof.

Owner: Macomb County, MI
Architect: Partners in Architecture
Contract: \$5.4 Million



Dearborn Administrative Center, Dearborn, MI

Interior and exterior renovations to convert an existing 2-story commercial office building into a 87,000-sf full service City Hall, Council Chambers, offices for all city departments.

Owner: The City of Dearborn, MI
Architect: Neumann Smith / Ghafari Associates
Contract: \$4.1 Million



43rd District Court & Police Station, Ferndale, MI

Expansion & Renovation to courthouse and police station totaling over 15,000-sf. Included new public spaces, courtroom, judge's chambers and general & administrative offices and conference areas.

Owner: The City of Ferndale, MI
Architect: French Associates
Contract: \$2.4 Million



Baldwin Public Library, Birmingham, MI

Renovations to over 9,000-sf of interiors over 1st floor and basement. Scope included demolition of exterior wall and installation of new glass in lieu of stone. Phased construction to maintain 100% occupied space.

Owner: The City of Birmingham, MI
Architect: Luckenbach, Ziegelman, Gardner Architects
Contract: \$1.3 Million



INSTITUTIONAL

MUNICIPAL PROJECT EXPERIENCE



41-B District Court, Clinton Township, MI

New construction of a two-story 46,000-sf facility (plus a full basement) containing three trial court rooms, a magistrate hearing room, a probation department, court administration and ancillary support spaces.

Owner: Clinton Township, MI
Architect: French Associates
Contract: \$12.2 Million



16th District Court, Livonia, MI

New construction of a two-story, 40,000-sf facility consisting of two trial court rooms, a hearing room, jury facilities, holding areas as well as high-end judicial chambers with their personal staffing areas.

Owner: The City of Livonia, MI
Architect: French Associates
Contract: \$7.6 Million



Novi Public Library, Novi, MI

New construction of a two-story, 53,000-sf library to consist of new youth/young adult areas, multi media areas, meeting rooms, computer lab, fireplace reading lounge and an exterior patio area.

Owner: The City of Novi, MI
Architect: BEI Associates
Contract: \$10.2 Million



Farwell Recreation Center, Detroit, MI

New construction of a two-story, 46,000-sf facility containing three trial courtrooms, a magistrate hearing room, a probation department, court administration and ancillary support spaces.

Owner: The City of Detroit Recreation Department
Architect: Hamilton Anderson Associates
Contract: \$5.8 Million



INSTITUTIONAL

MUNICIPAL PROJECT EXPERIENCE



Monroe Multi-Sports Area, Monroe, MI

Design-build a new 74,000-sf multi-sports complex containing two NHL-sized hockey rinks, dressing rooms, multiple party, reception and conference rooms, concession areas, a proshop, and administrative offices.

Owner: The City of Monroe, MI
Architect: Siegel Toumaala Associates
Contract: \$5.8 Million



Clemens Center, Mt. Clemens, MI

Conversion of 30,000-sf into an office facility for use by Macomb County and the State of Michigan. Work included interior and exterior demolition and build-out, including courtrooms, holding cells, and kitchen area.

Owner: Macomb County, MI
Architect: James DeBard Architects
Contract: \$3.5 Million



Parking Structure, Dearborn, MI

New construction of 5-story, 550-car parking deck with sky bridge to adjacent medical office building. The deck features several LEED sustainability features such as solar power and electric vehicle charging stations.

Owner: The City of Dearborn, MI
Architect: Hobbs + Black Architects
Contract: \$10 Million



Ferndale City Hall, Ferndale, MI

Design-build construction of over 15,000-sf of interior renovations to two floors of existing facility. Included the complete demolition of 2nd floor finishes and the installation of a new code compliant lobby & elevator.

Owner: The City of Ferndale, MI
Architect: Neumann Smith Architects
Contract: \$.5 Million





**Baldwin Public Library
Youth Services Expansion and Renovation
Response to Request for Proposal
Submitted April 17, 2019**

PROJECT SCHEDULING

The Dailey Company takes great pride in its ability to produce realistic and useful project schedules. Strict adherence to the schedule is essential for the success of the overall project and to ensure that each component of the Baldwin Library project can fully occupy as quickly as possible. Our track record of meeting our clients schedule goals and requirements is exceptional and is a result of careful planning, continuous updates and attention to detail.

The Dailey Company has developed an initial Master Project Schedule consisting of all major activities and the phasing and milestones required for the overall completion of the project. This is a comprehensive schedule and integrates the FF&E demo requirements, City approvals, permitting, submittal reviews, material lead times, construction durations, move-in requirements and occupancy dates. We developed our schedule using direct subcontractor input to ensure that all subcontractors will agree with the finished product. Our experience clearly shows that a well-planned and detailed project schedule, that all prime subcontractors have had an opportunity to participate in, directly results in a more productive, coordinated and proper execution of work.

*The Dailey Company has
never failed to complete a
project on time!*

*We demand strict
schedule compliance
from all subcontractors.*



Each major component of the Master Project Schedule will be broken down and further defined into the necessary level of detail to construct the project. The Dailey field staff will create mini-schedules and/or two-week look-ahead schedules that allow easier monitoring of manpower and updating of construction progress.

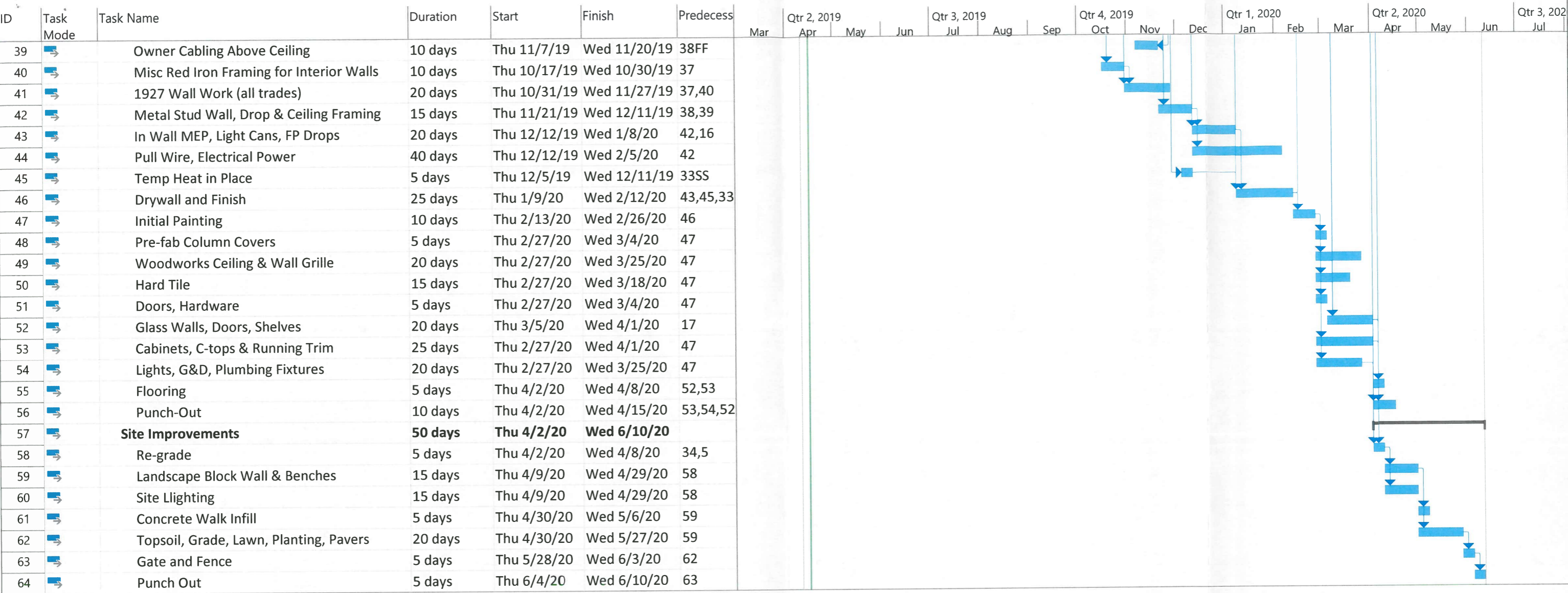
Throughout the Construction Phase, Dailey will monitor and update the Master Project Schedule on a regular basis to highlight the overall completion date and milestone dates to keep the "big picture" in perspective, along with the two-week look-ahead schedules to focus on the immediate activities and interim milestone dates.

We distribute, review and discuss project schedules on site in our weekly sub coordination meetings. It is in this forum that potential concerns and conflicts are reviewed in detail so that proper steps to address them are implemented immediately.

We have included a copy of our initial schedule herein.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Mar	Qtr 2, 2019			Qtr 3, 2019			Qtr 4, 2019			Qtr 1, 2020			Qtr 2, 2020			Qtr 3, 2020		
								Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
1	➡	Bidding	13 days	Thu 4/11/19	Mon 4/29/19																				
2	➡	GC Selection	29 days	Thu 4/18/19	Tue 5/28/19	1																			
3	➡	GC Award	14 days	Wed 5/29/19	Mon 6/17/19	2																			
4	➡	Field Start	1 day?	Mon 8/12/19	Mon 8/12/19																				
5	➡	Winter Weather	98 days?	Mon 11/18/19	Wed 4/1/20																				
6	➡																								
7	➡	Pre-Construction	235 days?	Thu 4/11/19	Wed 3/4/20																				
8	➡	Contingent Purchasing	15 days	Wed 5/29/19	Tue 6/18/19	2																			
9	➡	Finalize Purchasing	15 days	Tue 6/18/19	Mon 7/8/19	3																			
10	➡	Site Logistics Planning / Sidewalk Permits	20 days	Tue 6/18/19	Mon 7/15/19	3																			
11	➡		1 day?	Thu 4/11/19	Thu 4/11/19																				
12	➡	Critical Leadtimes	172 days	Tue 7/9/19	Wed 3/4/20																				
13	➡	Structural Steel Leadtime	70 days	Tue 7/9/19	Mon 10/14/19	9																			
14	➡	Curtainwall Framing Leadtime	90 days	Tue 7/9/19	Mon 11/11/19	9																			
15	➡	Field Measure & Deliver Ext Glass & ACM	25 days	Thu 12/5/19	Wed 1/8/20	31																			
16	➡	Lighting Leadtime	100 days	Tue 7/9/19	Mon 11/25/19	9																			
17	➡	Field Measure & Deliver Interior Glass	15 days	Thu 2/13/20	Wed 3/4/20	46																			
18	➡	Door, Frames & Hardware Leadtime	50 days	Tue 7/9/19	Mon 9/16/19	9																			
19	➡																								
20	➡	Construction	217 days	Tue 8/13/19	Wed 6/10/20																				
21	➡	Structure & Enclosure	117 days	Tue 8/13/19	Wed 1/22/20																				
22	➡	Mobilize, Temp Protection, Closures	10 days	Tue 8/13/19	Mon 8/26/19	4																			
23	➡	Site Demo, Rough Grade	10 days	Tue 8/27/19	Mon 9/9/19	10,22																			
24	➡	Demo for Tie-In & Access / Temp Protect	5 days	Tue 8/27/19	Mon 9/2/19	22																			
25	➡	Footings and Wall	12 days	Tue 9/10/19	Wed 9/25/19	23																			
26	➡	Backfill & Drain Tile	4 days	Thu 9/26/19	Tue 10/1/19	25																			
27	➡	Sandblast, Damproof, Backfill, Crawl VB & Ins	8 days	Wed 10/2/19	Fri 10/11/19	25,26																			
28	➡	Erect Structural Steel & Roof Deck	10 days	Mon 10/14/19	Fri 10/25/19	27																			
29	➡	Parapet Framing / Initial Roofing	8 days	Mon 10/28/19	Wed 11/6/19	28																			
30	➡	Slab on Metal Deck	5 days	Thu 11/7/19	Wed 11/13/19	29																			
31	➡	Curtainwall Framing	15 days	Thu 11/14/19	Wed 12/4/19	30																			
32	➡	Roofing Tie-in / Flash	5 days	Thu 12/5/19	Wed 12/11/19	31																			
33	➡	Temp Exterior (Tarps / Visqueen)	5 days	Thu 12/5/19	Wed 12/11/19	31																			
34	➡	Install Glass & Metal Panels	10 days	Thu 1/9/20	Wed 1/22/20	15																			
35	➡	Interiors	167 days	Tue 8/27/19	Wed 4/15/20																				
36	➡	Temp Walls / Cut & Cap / Layout	10 days	Tue 8/27/19	Mon 9/9/19	22																			
37	➡	Demolition	15 days	Thu 9/26/19	Wed 10/16/19	25																			
38	➡	Overhead & Below Slab Rough MEP	25 days	Thu 10/17/19	Wed 11/20/19	37																			

Project: BPL Youth Services - Pr Date: Tue 4/16/19	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Project: BPL Youth Services - Pr
Date: Tue 4/16/19

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress



**Baldwin Public Library
Youth Services Expansion and Renovation
Response to Request for Proposal
Submitted April 17, 2019**

INTRODUCTION TO THE DAILEY COMPANY

For three generations over more than 80 years, the Dailey name has been recognized for successful, high-quality construction services on a broad range of commercial, institutional, retail and industrial type projects. The Dailey Company offers its clients the ability to solve problems and meet new challenges with professional competence and construction know-how. We are experienced in all types of construction management, general contracting and design-build contracts in both the private and public sectors.

The time honored Dailey philosophy of cooperative teamwork, cost-effective construction, take-charge attitude and attention to detail has developed a strong reputation for results. We consistently maintain strict project budget and schedule requirements to achieve our goal of complete client satisfaction. Our reputation for excellence and the operating principles we bring to each project have been rewarded with a strong repeat client base.



In today's increasingly competitive market, The Dailey Company is recognized by clients who value a partner who works diligently and creatively on their behalf to find the best solutions for each project. Owners, Architects, Engineers and other industry representatives relate to us because of our ability to adjust to their project needs while consistently maintaining their construction requirements.

Experience is a key factor in our success. The Dailey Company has a proven track record of successfully completing some of the most complex construction challenges. Our team of seasoned professionals and our understanding of the construction process have created a history of dependable performance delivered in an atmosphere of trust and cooperation.

Experience the Dailey difference!



**Baldwin Public Library
Youth Services Expansion and Renovation
Response to Request for Proposal
Submitted April 17, 2019**

COMPANY FACT SHEET

Name & Address: The Dailey Company
179 Northpointe Drive
Lake Orion, MI 48359
(248) 364-2600 phone
(248) 364-2700 fax
www.daileyco.com

Contact: Stephen R. Dailey
President
sdailey@daileyco.com

Incorporation: State of Michigan, 1996
FEIN#: 38-3328896



Services:	Construction Management	General Contracting	Design Build
Expertise:	Office Buildings Schools Sports & Recreation	Health Care Religious Facilities Municipal Buildings	Retail Interiors Hospitality

Insurance:	Carrier:	Amerisure Insurance Company
	Policy limits:	\$1 million per occur / \$2 million aggregate \$10 million umbrella & excess coverage
	E.M.R.	.90
	Agent:	Mr. Terry Griffin, (248) 471-9210

Banking:	Chase Bank	Mr. David Crimmins (248) 318-0712
-----------------	------------	-----------------------------------

Bonding:	Capacity:	\$60 million aggregate
	Surety:	St. Paul Travelers
	Agent:	Mr. Terry Griffin, (248) 471-9210

Litigation/Claims: The Dailey Company, or its officers, has never failed to complete any contract awarded. We are proud to state that The Dailey Company has never been involved in any law suit or claim against us regarding the performance or execution of our work since the inception of our firm.

LEED Experience: The Dailey Company has five LEED accredited professionals on staff and we have successfully completed both LEED certified Gold and Silver projects.

"When we choose to live by the spirit rather than the letter of the law - offering our hand and word as our bond - we distinguish ourselves. When we don't, we give up treasured values and mirror the dark, litigious side of construction."



Christopher J. Ashley
Account Underwriter
Travelers Bond
1441 W. Long Lake Rd., Ste. 300
Troy, MI
Phone: 248.312.7953
Fax: 866.216.5992
E-mail: cashley@travelers.com

April 16, 2019

RE: The Dailey Company

To Whom It May Concern:

Travelers Casualty and Surety Company of America ("Travelers") has been the surety for The Dailey Company since its inception. During that time, we have supported jobs over \$40,000,000 with an aggregate work program of over \$60,000,000 and would gladly do so again.

We have the utmost confidence in the integrity and ability of The Dailey Company. It is a strong organization from both a management and financial perspective. In short, we highly recommend The Dailey Company to you for all of your general construction needs.

Travelers has an A.M. Best rating of A++ and Financial Category size of XV. Travelers is authorized to issue individual bonds for \$2 billion or more by the Federal Government.

We are pleased to share with you our experience with this fine organization. If you require any additional information, please let us know.

Best Regards,

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

Christopher J. Ashley
Account Underwriter

safety pays!



CAM Comp

**Construction Association of Michigan
Workers' Compensation Plan**

Harvard Square II 18645 Canal Road Suite 4
Clinton Township MI 48038

Phone 586 790 7810

Fax 586 790 7929

Toll Free 888 867 4764

www.safetypays.net

February 18, 2019

Mr. Steve Dalley
DAILEY COMPANY, THE
179 Northpointe Dr.
Lake Orion, MI 48359

Re: Experience Modification Rating

To whom it may concern,

Please be advised the Interstate/Intrastate Experience Modification Rating for
DAILEY COMPANY, THE the 2015-2019 plan year:

1/1/19 - 12/31/19 - 0.90

1/1/18 - 12/31/18 - 0.80

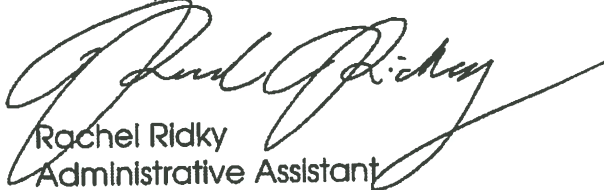
1/1/17 - 12/31/17 - 0.80

1/1/16 - 12/31/16 - 0.90

1/1/15 - 12/31/15 - 0.91

If you should have any questions or need any further assistance, please do not
hesitate to contact our office.

Sincerely,



Rachel Ridky
Administrative Assistant



**Baldwin Public Library
Youth Services Expansion and Renovation
Response to Request for Proposal
Submitted April 17, 2019**

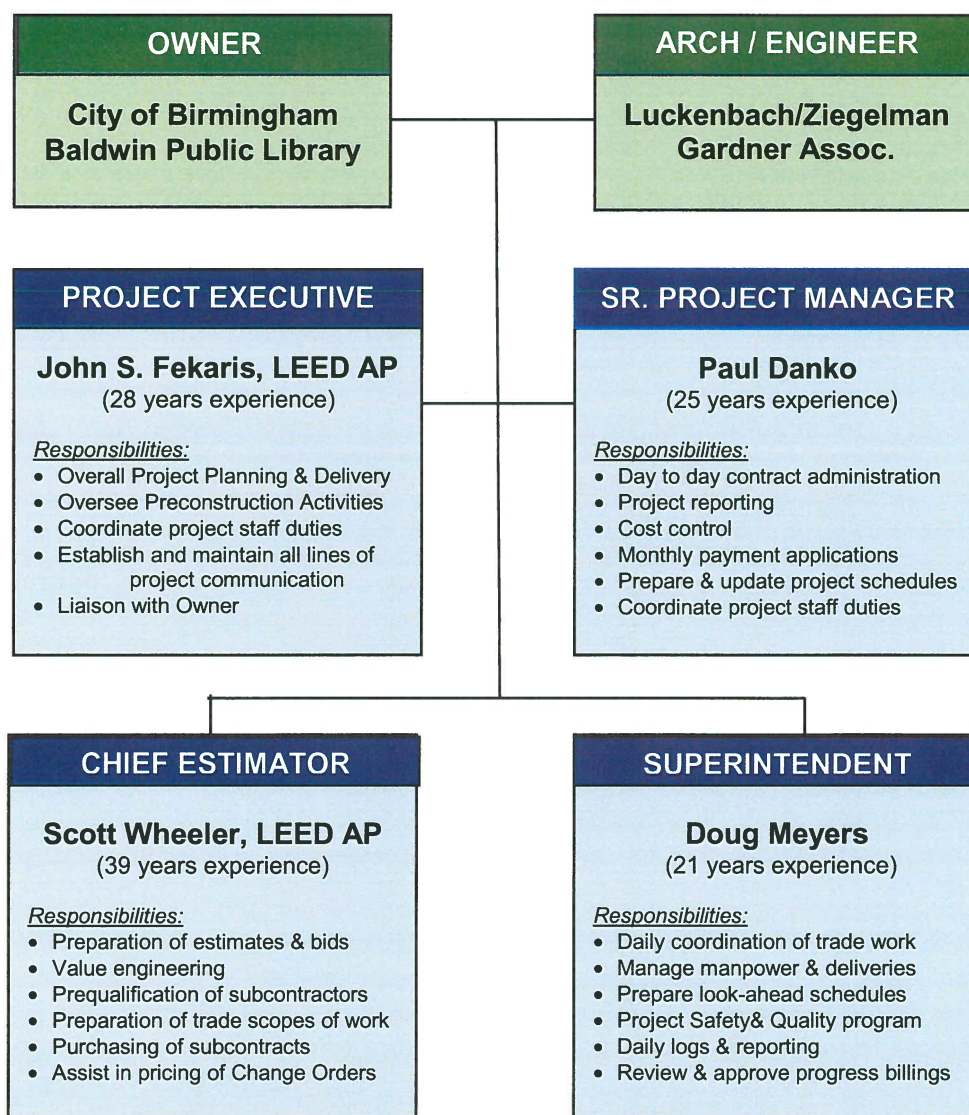
PROJECT STAFF & ORGANIZATIONAL CHART

<u>Name</u>	<u>Title</u>	<u>Total Years Exp.</u>	<u>Years w/ Dailey Co.</u>
John Fekaris, LEED AP	Project Executive	28	20
Paul Danko	Senior Project Manager	25	14
Scott Wheeler, LEED AP	Chief Estimator	39	22
Doug Meyers	Project Superintendent	21	14

TEAM AVERAGE

28 Years

18 Years





Paul Danko
Senior Project Manager

As Project Manager, Mr. Danko is responsible for the day-to-day operations and contract administration of the project. He is the primary contact with the Owner and single source to coordinate all pre-construction and construction phase work. Mr. Danko is responsible for project planning, cost control, scheduling, contract administration and project reporting. With over 25 years of experience in the construction industry, Mr. Danko held the positions of estimator and superintendent prior to becoming a project manager. His well-rounded project experience includes municipal buildings, corporate office buildings and interiors, educational facilities, retail, hospitals, parking decks and religious facilities.



Education: Michigan State University, Bachelor of Science, Construction Management

Years' Service: Paul has been with The Dailey Company since 2004.

Partial Project Experience:

MUNICIPAL PROJECTS



- Baldwin Public Library, Birmingham, MI - Renovations to over 9,000-sf of interiors on the 1st floor and lower level while maintaining full use and occupancy. Included complete removal of exterior walls and entrance.
- Macomb County Operations Center, Mt. Clemens, MI – Addition and renovation to existing 25,000-sf facility to create new state-of-the-art Emergency Management and Communications Center centered around a 2-story, 20' x 40' video gallery wall including 24 sheriff dispatch positions.
- Dearborn Administrative Center, Dearborn, MI – All renovations and interior build-out to convert an existing 2-story office building to a new 87,000-sf full service City Hall and Council Chamber.
- Ferndale City Hall, Ferndale, MI – Complete demolition and re-build of entire 2nd floor and partial 1st floor interiors. Contract included the addition of new lobby elevator and ADA improvements to toilet rooms and stairways.
- Novi Public Library, Novi, MI – New construction of a 60,000-sf, 2-story facility including meeting rooms, café, and adult & teen areas. Project included sustainable design features and LEED documentation.
- 16th District Court, Livonia, MI – New construction of a 40,000-sf, 2-story facility including courtrooms, probation department, judge's chambers, jury rooms, hearing rooms, secured parking and prisoner lock up cells.
- 43rd District Court & Police Station, Ferndale, MI – Expansion and renovations to approximately 15,000-sf of existing space including new public spaces, courtroom and mechanical/electrical upgrades.
- 41B District Court, Clinton Township, MI – New construction of a two-story, 46,000-sf facility containing geothermal system, trial courtrooms, a magistrate hearing room, probation department, court administration and full basement.
- City Parking Deck, Dearborn, MI – A new 5-story, 600-car precast parking deck with connector bridge to adjacent medical office building. The project was a CAM Green Project award winner for sustainable design.



Doug Meyers
Superintendent

As Superintendent, Mr. Meyers will be responsible for the on-site coordination of trades work and the actual construction of the project. He will be responsible for scheduling and coordinating subcontractors' work, monitoring quality control, and ensuring a safe work site. Mr. Meyers will work closely with the Project Manager on the management and administration of the project. Doug has over 21 years of construction experience in both new construction and renovation projects. His experience includes variety of project types including commercial interiors, light industrial, healthcare, retail, public works, parking structures and recreational facilities.



Education: Michigan State University, Bachelor of Science, Construction Management

Years' Service: Doug has been with The Dailey Company since 2005.

Partial Project Experience:



- Baldwin Public Library, Birmingham, MI - Renovations to over 9,000-sf of interiors on the 1st floor and lower level while maintaining full use and occupancy. Included complete removal of exterior walls and entrance.
- 41B District Court, Clinton Township, MI – New construction of a two-story, 46,000-sf facility that will contain trial courtrooms, a magistrate hearing room, a probation department, court administration and ancillary support spaces.
- United Shore Financial, Troy, MI - Interior tenant work of 200,000-sf over 4 floors. Work included two lobbies, kitchen/cafeteria, office / conference rooms, new mech & elec systems, IT/server room, and exec suites.
- Novi Public Library, Novi, MI – New construction of a 60,000-sf, 2-level facility including meeting rooms, café, and adult & teen areas. Project included sustainable design features and LEED documentation.
- Ashford Commons, Auburn Hills, MI – New construction of a 2-story, 30,000-sf mixed-use retail/office building including complete interior build-out.
- Art Institute of Michigan, Troy, MI - Demolition and interior build-out of 16,500-sf of classrooms, lecture halls, art rooms, computer labs, office & administrative areas and a student lounge.
- Henry Ford OptimEyes, Troy, MI - Demolition and build-out of 20,000-sf of interior work including labs, patient exam rooms, procedure rooms, doctor's offices, waiting rooms and retail sales floor
- Randy Wise Automotive, Fenton, MI – Expansion & renovations to four separate dealerships including GMC-Buick, Chevrolet and Ford. Work included show rooms, customer service areas and vehicle repair shops.
- Hilton Garden Inn, Detroit, MI – New construction of 10-story, 198-room hotel with conference rooms, swimming pool and full service restaurant.
- Gateway Development, Detroit, MI – New ground-up construction of a new 325,000-sf retail development and all associated site work on a 36-acre parcel located at the former Michigan State Fair Grounds.



**Baldwin Public Library
Youth Services Expansion and Renovation
Response to Request for Proposal
Submitted April 17, 2019**

Client References

Ms. Julie Farkas, Director
Novi Public Library
45245 West Ten Mile Road
Novi, MI 48375
(248) 349-0720

Mr. Bill Dunn, Township Supervisor
Charter Township of Oxford
300 Dunlap Road
Oxford, MI 48371
(248) 628-9787, ext. 109

Mr. Dave Roberts, Fire Chief
City of Troy Fire Department
500 West Big Beaver Road
Troy, MI 48084
(248) 524-3419

Mr. Fred Lavery, President
US Auto Group, Ltd.
34602 Woodward Ave
Birmingham, MI 48009
(248) 645-5930

Ms. Vicki Wolber, Director
Macomb County Emergency Management
21930 Dunham Rd
Mt. Clemens, MI 48043
(586) 469-6390

Ms. Monica Haider, Vice President
United Shore Financial Services
1414 East Maple Road
Troy, MI 48083
(248) 833-4444

Project

Novi Public Library, Novi, MI

Oxford Township Hall, Oxford, MI

Troy Fire Station #4, Troy, MI

Audi of Birmingham, Birmingham, MI

Macomb County COMTEC

United Shore Financial Interior Renov.



**Baldwin Public Library
Youth Services Expansion and Renovation
Response to Request for Proposal
Submitted April 17, 2019**

THE DAILEY APPROACH TO THE PROJECT

It could be easy for a lesser contractor to mistake the Youth Services project as being a straightforward renovation and expansion, but that would be a mistake. This project has many unique qualities that will define the construction process. This uniqueness impacts the construction plan, safety and schedule.

Whether it is a library renovation, a school, a sports facility, a retail or office space, working within and around an existing operating facility comes with difficulties. This is something that The Dailey Company has vast experience with as we have faced and successfully overcome these challenges while expanding and renovating several complicated projects including the previous phase of Baldwin Public Library.

We can incorporate and implement successful strategies learned from these other projects into the current Baldwin Library project. Our first priority would be to separate construction activities from the adjacent spaces and minimize any impact on the operations of the existing facility. A single source location for entry and exit will be used for construction personnel. This will provide control over who comes in and out and also will prevent staff or the general public from wandering into construction areas. We will keep our operation within a fenced area to allow the best separation from the general public and employees.

Deliveries & Material Lay Down: Many deliveries will be done in a just-in-time manner since there is limited exterior material lay-down space. All materials will be delivered and installed quickly. All deliveries will be scheduled for a specific day and time and will be made using the access road as provided. The Dailey Co. will coordinate and communicate with the library staff regarding deliveries and attempt to make most of these deliveries early in the morning to limit impact throughout the day.

Safety, Clean-up & Dumpsters: Generating trash and debris is unavoidable during construction, but Dailey will keep the floors & site clean on a daily basis and all rubbish will be taken directly to a dumpster.

A safe job site is of critical importance to both The Dailey Company and to the Baldwin Library project. We believe that safety, productivity and quality are all interdependent on any project and our staff will develop a comprehensive Job Specific Safety Program (JSSP) to address all potential risks. We will perform a detailed hazard analysis and develop a job specific accident prevention program emphasizing safety education, training, personal protection, equipment precautions and safe work practices.

We will conduct safety orientations for all tradesmen before they commence work on site and demand full compliance from all subcontractors to our safety inspection and reporting policies.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2019

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).

PRODUCER VTC Insurance Group Farmington Hills Office 37000 Grand River Ave. Ste 150 Farmington Hills MI 48335		CONTACT NAME: Anita Palarchio PHONE (A/C, No. Ext): (248)888-5485 FAX (A/C, No): (248)471-0641 E-MAIL ADDRESS: apalarchio@vtcins.com	
INSURED The Dailey Company 179 Northpointe Lake Orion MI 48359		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Co. NAIC # 23396 INSURER B: Midwest Employers Casualty 23612 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:19-20****REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	CPP2085643	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ *1,000,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		CPP2085643	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB		CU2085644	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	EWC005394	1/1/2019	12/31/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment		CPP2085643	1/1/2019	1/1/2020	Limit: \$90,000

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

Name of Project: Baldwin Public Library

Where required by written contract, 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 are additional insured on the General Liability policy with respect to liability arising out of ongoing and completed operations performed by the named insured and with respect to the auto liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham 151 Martin P O Box 3001 Birmingham, NB 48012	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 T Griffin, CIC, CRM/A 

© 1988-2014 ACORD CORPORATION. All rights reserved.

COMMENTS/REMARKS

Where required by written contract, additional insured coverage provided under the General Liability and Auto applies on a primary and noncontributory basis.

Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

GL policy includes \$1,000,000 Limited Work Sites Pollution Reimbursment coverage.



INSURANCE BINDER

DATE (MM/DD/YYYY)
6/11/2019**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.**

AGENCY VTC Insurance Group 37000 Grand River Ave Ste 150 Farmington Hills MI 48335 PHONE (A/C, No, Ext): (248) 471-0970 FAX (A/C, No): (248) 471-0641 CODE: SUB CODE: AGENCY CUSTOMER ID: 00100191 INSURED AND MAILING ADDRESS The City of Birmingham P O Box 3001 151 Martin St Birmingham MI 48012		COMPANY Amerisure Insurance Company BINDER # B1961169631 <table border="1"><tr><th colspan="2">EFFECTIVE</th><th colspan="2">TIME</th><th colspan="2">EXPIRATION</th><th colspan="2">TIME</th></tr><tr><td>DATE</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>6/24/2019</td><td></td><td>12:01</td><td><input checked="" type="checkbox"/> AM</td><td>8/24/2019</td><td></td><td><input checked="" type="checkbox"/> AM</td><td>12:01 NOON</td></tr></table>		EFFECTIVE		TIME		EXPIRATION		TIME		DATE								6/24/2019		12:01	<input checked="" type="checkbox"/> AM	8/24/2019		<input checked="" type="checkbox"/> AM	12:01 NOON
EFFECTIVE		TIME		EXPIRATION		TIME																					
DATE																											
6/24/2019		12:01	<input checked="" type="checkbox"/> AM	8/24/2019		<input checked="" type="checkbox"/> AM	12:01 NOON																				
		<input type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:																									
		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Contractor: Dailey Co Project: Baldwin Library Cost: \$1,910,000																									

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 3,000,000 \$ \$ \$ \$ 3,000,000 \$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$ \$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT		\$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION		\$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$ \$
SPECIAL CONDITIONS / OTHER COVERAGES 30 DNOC		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

NAME & ADDRESS

		MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
		LOAN #:	
		AUTHORIZED REPRESENTATIVE T Griffin, CIC, CRM/AJP	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Mailing Address

The address shown for that person or organization in that certificate of insurance

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

PERFORMANCE BOND

(State of Michigan Statutory Form, Act No. 213 of Public Acts, 1963, as Amended)

BOND NO. 107061056

KNOW ALL MEN BY THESE PRESENTS, That we, **The Dailey Company**

179 Northpointe, Lake Orion, MI 48359

, as Principal, (hereinafter called Principal), and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Connecticut with its Home Office in the City of Hartford, Connecticut and authorized to transact business in the State of Michigan with office located at **1441 W Long Lake Rd, Suite 300, Troy, MI 48098**, as Surety, (hereinafter called Surety), are held and firmly bound unto **City of Birmingham, 151 Martin Street, Birmingham, MI 48012**

as Obligor, in the full and just sum of **One Million Nine Hundred Ten Thousand And No/100THS**

(**\$1,910,000.00**) Dollars for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, on the **24th** day of **June**, **2019**, the Principal entered into a contract with the Obligor for **Baldwin Public Library Youth Services Expansion & Renovation**

which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall faithfully perform said Contract in accordance with the plans, specifications and terms thereof, then this obligation to be void; otherwise, it shall remain in full force and effect.

Dated this **24th** day of **June**, **2019**

The Dailey Company

By:



(SEAL)

PRINCIPAL

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By:



Susan L Small, ATTORNEY-IN-FACT

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

PAYMENT BOND

BOND NO. 107061056

(State of Michigan Statutory Form, Act No. 213 of Public Acts, 1963, as Amended)

KNOW ALL MEN BY THESE PRESENTS, That we, **The Dailey Company**
as Principal, (hereinafter called Principal), and **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**,
a corporation organized and existing under the laws of the State of Connecticut with its Home Office in the City of Hartford,
Connecticut and authorized to transact business in the State of Michigan with office located at **1441 W Long Lake Rd,**
Suite 300, Troy, MI 48098 as Surety, (hereinafter called Surety), are held and firmly bound in the sum of
One Million Nine Hundred Ten Thousand And (**\$1,910,000.00**) Dollars for which sum, we bind ourselves, our
No/100THS
heirs, executors, administrators, successors and assigns, jointly and severally these presents.

WHEREAS, on the **24th** day of **June**, **2019**, the Principal entered into a contract with
City of Birmingham, 151 Martin Street, Birmingham, MI 48012
for **Baldwin Public Library Youth Services Expansion & Renovation**

for which contract is by reference made a part hereof and is hereafter referred to as the Contract.

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public
Acts of Michigan, 1963 as amended, hereafter referred to as the Act.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That this bond
is for the benefit of Claimants, as defined in the Act, and if the Principal shall pay for Labor and Material, as defined in the
Act, then this shall be void, otherwise remain in full force and effect.

SEALED WITH OUR SEALS and Dated this **24th** day of **June** **2019**

The Dailey Company

BY:

PRINCIPAL

(SEAL)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY:

Susan L Small ATTORNEY-IN-FACT



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of **Farmington Hills, Michigan**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.


By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **June**, 2019




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



MEMORANDUM

Office of the City Manager

DATE: June 24, 2019

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Birmingham N.O.W. Project: Construction Agreements

INTRODUCTION:

At the June 20th workshop of the City Commission, a draft construction agreement was presented by the City's development counsel with the Commission and comments were provided for clarification. The construction agreement has been revised accordingly and is being presented for the City Commission's consideration.

BACKGROUND:

At the direction of the City Commission given on June 4, 2018, the City has engaged with the Woodward Bates Partners, LLC development team to pursue the reconstruction of the N. Old Woodward parking structure and related site developments along Bates Street in accordance with the Request for Proposals issued for this project. Staff began negotiations with the Walbridge / Woodward Bates Partners to reach the terms of a Development Agreement, begin the due diligence review with a development consultant, engage development counsel, and conduct a title search. On April 18, 2019, a non-binding Development Agreement was adopted by the City Commission that established a formal framework for advancement of the project.

On May 6, 2019, the City reviewed the proposed Guaranteed Maximum Price (GMP) for the project and authorized the resolution for the parking structure bond proposal and ballot language for the August 6, 2019 referendum for an amount not to exceed \$57,400,000.

The project team continued to work with the Developer to further refine the GMP pricing with a proposed alternate design for the parking structure and negotiate the terms of a Construction Agreement that would govern the project through completion.

LEGAL REVIEW:

The construction agreement has been drafted and reviewed by the City's development counsel and accepted by the City Attorney.

FISCAL IMPACT:

The construction agreement is non-binding and there is no fiscal impact for the City with the approval of this agreement until all contingencies are satisfied.

SUMMARY:

Staff recommends approval of the construction agreement.

ATTACHMENTS:

1. A copy of the Construction Agreement between the City and the Developer for the N. Old Woodward Avenue and N. Bates Street Redevelopment Project.

SUGGESTED RESOLUTION:

To approve the Agreement Between Owner and Developer with Woodward Bates Partners, LLC as to form,

AND

Authorize the City Manager, with the advice of counsel for the City, to make or agree to nonmaterial modifications and amendments to the form of the Agreement between Owner and Developer (the Agreement) to consent and approve non-material modifications to the form of Agreement between Owner and Design Builder attached to the Agreement so long as such modifications and amendments (i) do not increase the Contract Price (as defined in the Agreement) payable by the City , (ii) do not materially or unreasonably increase the obligations or liability of the City or (iii) are otherwise detrimental to the interests of the City,

AND

To direct the Mayor and Clerk to sign the agreement upon issuance of the City Approval Notice,

AND

Further to direct the Planning Board to conduct a courtesy review of the public elements of the project.

AGREEMENT BETWEEN OWNER AND DEVELOPER

THIS AGREEMENT BETWEEN OWNER AND DEVELOPER (this “**Agreement**”) is entered into as of _____, 2019, by and between the CITY OF BIRMINGHAM, a Michigan municipal corporation (the “**Owner**”) and WOODWARD BATES PARTNERS, LLC, a Michigan limited liability company (the “**Developer**”).

RECITALS

This Agreement is based on the following recitals:

A. The Owner owns certain parcels of real property consisting of approximately 3.9 acres located at and near the intersection of Willits Street and Bates Street and on North Old Woodward Avenue to the north of Willits Street in the Owner, as more particularly described on **Exhibit A** to this Agreement (collectively, the “**Redevelopment Parcel**”);

B. Owner and Developer have entered into a Development Agreement dated as of April 22, 2019 pursuant to which the Developer and the Owner committed to undertake certain efforts in connection with the redevelopment of the Redevelopment Parcel (the “**Development Agreement**”);

C. The Development Agreement contemplates that neither the Developer nor the Owner will be bound to the redevelopment of the Redevelopment Parcel unless and until certain contingencies stated in the Development Agreement have been satisfied and/or waived by each of Owner and Developer and the satisfaction of other stated contingencies therein;

D. Pursuant to the Development Agreement, Owner and Developer agreed prior to the waiver and/or satisfaction of the contingencies stated in the Development Agreement, to negotiate a Construction Contract (as defined in the Development Agreement) pursuant to which Owner would engage Developer to effect the construction of the Public Components contemplated to be constructed in Phase I, same being Projects 1A (a Public Parking Deck), 1B (the extension of Bates Street) and 3 (a retail linear space located within the Public Parking Deck);

E. Among the contingencies to the Owner’s undertaking of the development of the Project is the scheduling of a Special Election (as defined in the Development Agreement), the affirmative vote of the public in support of the issuance of bonds by the Owner, the proceeds of which will be used to defray the costs and expenses of the Project;

F. The Owner’s obligation to proceed with the Project is further contingent upon the issuance and sale by the Owner of bonds in such amounts and on such terms as the Owner may determine appropriate, the proceeds of which will be used to pay the costs to construct the Project, it being agreed that in the event the Special Election is not held, the Special election fails to authorize the issuance of the bonds or the Owner fails to issue and sell the bonds then the Owner, at the Owner’s election, shall have the right to terminate the Development Agreement (and this Agreement) without any liability to either party;

G. Subject to, and as provided in the Development Agreement, the Owner has agreed to retain the Developer to redevelop the Redevelopment Parcel with an extension of Bates Street and a new multi-story parking structure consisting of Project 1A, 1B and 3 (collectively, the “**Project**”) pursuant to a guaranteed maximum price contract on behalf of the Owner, and in furtherance thereof, Developer shall enter into a “Design-Build Agreement” (the “**Design/Build Agreement**”) with Walbridge Aldinger LLC (“**Walbridge**”) in form and content acceptable to Owner;

H. After completion of the Project and subject to the satisfaction and/or waiver of the contingencies to the undertaking of Phase 2 (as defined in the Development Agreement), the Owner also intends to develop a public park and other public amenities (the “**Public Plaza**”) within the Redevelopment Parcel;

I. Owner has commenced development of the Preliminary Plans and Specifications for the Project and Developer has agreed to contribute to the cost thereof the sum of Two Hundred and One Thousand Six Hundred (\$201,600.00) Dollars;

J. The Developer will have certain payment and other obligations under the Design/Build Agreement with respect to the Project; and

K. The Developer and the Owner wish to set forth their respective undertaking and obligations with respect to Design/Build Agreement and the development of the Project.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Owner hereby covenant and agree as follows:

1. ACKNOWLEDGEMENTS AND RECITALS

1.1 The Recitals are acknowledged to be true, correct and otherwise incorporated herein by reference.

1.2 Notwithstanding anything contained herein to the contrary, Owner shall have the right to terminate this Agreement without liability or cost by providing written notice to Developer in the event any of the Contingencies to the Owner’s obligation to proceed with the Project as set forth in the Development Agreement are not satisfied and/or waived by the Owner pursuant to and in accordance with the terms and conditions of the Development Agreement. The Contingencies shall include, but not otherwise be limited to, the following:

1.2.1 The Owner’s written confirmation that it has satisfied itself with respect to the pre-development contingencies of the development as set forth in the Development Agreement, the Developer’s issuance of the Developer Approval Notices as set forth in the Development Agreement, the parties’ execution and exchange of a Contingency Agreement as required by the Development Agreement, the occurrence of the special election and the affirmative vote of the public in support of the issuance of the bonds by the Owner, and the issuance and sale of the bonds on such terms and conditions as the Owner shall deem acceptable, in its sole and absolute discretion, in sufficient amounts to cover the cost of construction of the Project. Upon the satisfaction of all contingencies to the Owner’s obligation to proceed with the Project as set forth in the Development Agreement, Owner and Developer shall execute an acknowledgment confirming such waiver or satisfaction whereupon this Agreement shall be binding on the parties in accordance with its terms and the Developer shall thereafter immediately commence providing the services described herein and undertaking the construction and development of the Project (the “**Commitment Date**”).

1.2.2 Prior to the Commitment Date, all costs and expenses incurred by either party pursuant to the terms and conditions of this Agreement shall be borne exclusively by the party incurring same and the other party shall have no obligation to

reimburse such party for such costs and expenses, except as may be provided in any separate written agreement. In no event shall the Owner be liable to the Developer for any costs and expenses incurred by the Developer in connection with the Developer's execution of the Design/Build Agreement nor the termination thereof prior to the Commitment Date.

2. SERVICES

- 2.1 Subject to the terms and conditions of this Agreement, Owner hereby engages Developer to perform the services described in this Agreement. In consideration of the payment by Owner of the Contract Sum (as defined in Section 3.1 below), Developer shall provide the Services to Owner and cause the development and construction of the work required to be completed (the "**Work**") necessary for Final Completion of the Project in accordance with the Final Plans and Specifications and this Agreement. Specifically, the Developer shall undertake all actions necessary to implement and complete the design, planning, development and construction of the Project in accordance with this Agreement. Subject to the terms and conditions of this Agreement, including, without limitation, Owner's obligation to timely and properly fund and pay the Contract Sum in accordance with the payment procedures set forth in Section 7 hereof or as provided elsewhere in this Agreement, the responsibilities of Developer shall include, but not be limited to, the following (collectively, the "**Services**"):
- 2.1.1 Consult with, advise, assist and make recommendations to the Owner regarding the final design of the Project during the pre-construction/design phase and thereafter construct the Project, and in connection with the construction of the Project, meet with Owner, and cause Walbridge to meet with Owner, on a regular basis throughout all phases of the Project, including, without limitation, with respect to any particular requirements relating to the Project design, construction schedule, insurance or payment procedures associated with the Design/Build Agreement;
- 2.1.2 Consult with, advise, assist and make recommendations to the Owner with respect to press releases and other public relations and public education aspects of the Project, which press releases shall not be released without Owner's written approval, and if such press release references Developer, Owner shall provide a draft thereof to Developer for Developer's comments prior to issuance of same;
- 2.1.3 Negotiate and execute, and cause Walbridge to execute, the Design/Build Agreement and related construction documents, said Design/Build Agreement to be in the form attached hereto as **Exhibit B-1** or in such other form as the Owner may approve in writing (collectively, the "**Contract Documents**") and retain, or cause Walbridge to retain, the services of other Project consultants, including the Architect and engineers approved by Owner pursuant to such agreements as the Owner may approve. Upon execution of the Design/Build Agreement by Developer, Developer shall collaterally assign same to Owner pursuant to an assignment in form acceptable to the Owner and with the acknowledgment of Walbridge such that upon the Owner's termination of this Agreement pursuant to Section 8 below or otherwise the Owner may, at its option, elect to assume Developer's rights and obligations under the Design/Build Agreement whereupon Walbridge shall be obligated to perform for the Owner all obligations under the Design/Build Agreement;

- 2.1.4 Prepare, or cause to be prepared, through Walbridge (A) the Preliminary Plans and Specifications for the Project (which are attached as **Exhibit B-2** hereto which **Exhibit B-2** contains a description of the elements to be included in the Final Plans and Specifications and the Contract Sum) and any necessary changes to the Preliminary Plans and Specifications, (B) the Final Plans and Specifications for the Project based upon the Preliminary Plans and Specifications, subject to the terms of Section 5 hereof and the Construction Schedule (as defined in the Design/Build Agreement and as may be revised from time to time with Owner's prior written consent in accordance with the Design/Build Agreement and this Agreement, hereinafter, the "Construction Schedule"); and (C) revisions to the Preliminary Plans and Specifications, the Final Plans and Specifications, as applicable, subject to the terms of Section 5 hereof and the Construction Schedule, all of which shall be subject to the review and approval of the Owner;
- 2.1.5 Make, or cause Walbridge to make, all submittals (as required by any Governmental Authority relating to the Work) and apply for and obtain or cause to be obtained all entitlements, approvals, licenses and permits required to develop, construct and complete the Project in accordance with the Final Plans and Specifications and permits for Change Orders (if applicable), provided Owner reasonably cooperates with Developer in granting its consent or approval and providing Developer with any reasonably requested information in connection therewith, it being acknowledged that the obligations of Owner as set forth in this Section 2.1.5 shall not constitute a commitment by the City of Birmingham, in its capacity as a municipal body with regulatory authority over all development activities within the city (hereinafter the "**City**") to grant its consent to or approve any application for the Project. Nothing herein shall be deemed a preapproval of the Preliminary Plans and Specifications or the Final Plans and Specifications by the City, all of which shall be subject to the review and approval of all departments and divisions of the City, including but not limited to, the Planning Board and the City Commission;
- 2.1.6 Attend necessary construction meetings and/or conferences with Walbridge and the Owner regarding the Project that will (i) permit Developer to make required decisions and perform its obligations hereunder; and (ii) apply for and respond to any applicable Governmental Authorities related to licenses, permits or approvals for the Work;
- 2.1.7 Prepare or cause to be prepared project meeting notes, and distribute or cause to be distributed such meeting notes to all affected parties;
- 2.1.8 Prepare or cause to be prepared the critical path schedule for completion of the Project;
- 2.1.9 Provide coordination of all professional consultants engaged by the Owner, including any Owner's Representative as may be engaged by the Owner in connection with the Project (it being agreed that upon Developer's receipt of written notice from the Owner that Owner has engaged an Owner's Representative and the name and address of same, all notices to be given to the Owner by Developer hereunder or by Walbridge under the Contract Documents shall be simultaneously provided to Owner's Representative), the Developer and/or Walbridge providing services to the Project;

- 2.1.10 Supervise and direct Walbridge, and require Walbridge to supervise and direct all subcontractors, sub-subcontractors, material suppliers and other parties providing services to the Project;
- 2.1.11 Review and approve all Applications for Payment submitted by Walbridge and subject to the timely receipt of payment from the Owner, make all payments to Walbridge, pursuant to Section 7 hereof, obtain or cause to be obtained all documents required of Walbridge pursuant to Section 7 or the Design/Build Agreement, including but not limited to all necessary waivers and/or releases of liens;
- 2.1.12 Provide to Owner on a monthly basis (or more often as agreed to by the parties), a written report stating the current status of the actual Construction Costs as compared to the Construction Price, the cost to complete the Project and any approved changes and the current status of the Construction Schedule;
- 2.1.13 Conduct, or cause to be conducted, periodic site inspections, cause to be prepared and maintained inspection reports and logs and posting at the job site of applicable plans and other documentation in adherence to applicable requirements of Governmental Authorities relating to the Work;
- 2.1.14 Work with, and cause Walbridge and all other sub-contractors to work with, the Owner's Representative in connection with all aspects of the design and construction of the Project provide to Owner and the Owner's Representative all notices and other information requested by Owner and/or the Owner's Representative; and
- 2.1.15 Cause Walbridge to fully perform its obligations under the Design/Build Agreement and enforce same against Walbridge and cause Walbridge to enforce all of the terms and conditions of any subcontract.
- 2.2 In performing the Services, Developer shall utilize a standard of care applicable to similarly sized improvements in the geographic location of the Property;
- 2.3 Subject to Developer providing advance written notice to the Owner of such engagement and provided the terms thereof are fair and reasonable, Developer may, at its sole cost, contract with or employ any person or entity which is an affiliate of Developer in connection with the performance of any duties specified in this Agreement;
- 2.4 Developer shall, subject to Owner's obligation to timely and properly pay for the Work in accordance with the payment procedures and other requirements set forth in Section 7 hereof or as provided elsewhere in this Agreement: (A) diligently cause to be prosecuted and constructed the Work for the Project in accordance with the Final Plans and Specifications, the Construction Schedule approved by Owner, and this Agreement; and (B) deliver the Project to Owner in substantially the condition required pursuant to the terms of this Agreement within the time period set forth in the Construction Schedule;
- 2.5 Developer shall: (A) maintain or cause to be maintained the insurance required pursuant to Section 9 of this Agreement; and (B) cause Walbridge to maintain the insurance required pursuant to the Design/Build Agreement;

- 2.6 In connection with the Work, Developer shall comply with and shall require Walbridge to comply with: (i) all Applicable Laws; and (ii) covenants and obligations, or requirements of any Governmental Authority, but in each case (i) and (ii), only to the extent specifically relating to the Work;
- 2.7 Notwithstanding the foregoing:
- 2.7.1 The Developer shall not be responsible to furnish legal, accounting, auditing or insurance consulting services to the Owner for the Project.
- 2.7.2 The Developer shall have no responsibility for the identification, discovery, generation, presence, storage, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Development Parcel, except any hazardous materials brought to the site by the Developer. Developer shall immediately advise Owner in writing of the discovery on the Development Parcel of any hazardous materials regardless of the cause. The Developer shall not be responsible to furnish environmental consulting or testing services for the Project unless requested by Owner pursuant to and in accordance with a mutually agreed Owner Change Order (as defined in Section 5.2.5). Nothing contained in this Agreement shall be construed or interpreted to require the Developer to assume the status of generator, storer, transporter, treater or disposal facility for any hazardous materials not brought to the site by Developer or Walbridge, or their respective sub-contractors, as those terms appear within the Resource Conservation and Recovery Act or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Developer acknowledges that it has been provided with a copy of the Phase II Environmental Site Assessment prepared by the Owner and that the conditions reflected therein have been reflected in the Contract Sum.
- 2.7.3 The Developer shall not be required by the Owner to sign any document that would result in the Developer having to certify, guarantee or warrant the existence of conditions whose existence the Developer cannot ascertain.
- 2.8 The Developer is an independent contractor and is not an employee or agent of the Owner, and the Developer has no right or authority, express or implied, to commit or otherwise obligate the Owner in any manner whatsoever without the express prior written approval of the Owner.
- 2.9 In connection with the progression of the Project, Developer agrees that it shall:
- 2.9.1 not modify, amend or terminate the Design/Build Agreement or consent to any modification, amendment or termination to any subcontract which has been previously approved or subject to the approval of the Owner without the Owner's prior written consent, which shall not be unreasonably withheld, conditioned or delayed;
- 2.9.2 promptly provide written notice to the Owner of any instances in connection with the development of the Project which has resulted in damage to persons and/or property or which would otherwise interfere with the Construction Schedule;

- 2.9.3 promptly provide written notice to Owner of any default by Walbridge under the Design/Build Agreement or any default by a subcontractor of Walbridge; and
- 2.9.4 upon demand, assign all of Developer's rights to all work product relating to the Project pursuant to the Design Build Documents, including without limitation, Section 12.3 of the Design-Build Agreement.
- 2.10 The Developer shall be responsible for causing Walbridge to initiate, maintain and supervise, all safety precautions and programs in connection with the performance of the Work.
- 2.11 The Developer shall cause Walbridge to undertake all, precautions for the safety of, and reasonable protection to prevent damage, injury or loss to:
 - 2.11.1 employees on the Work and other persons who may be affected thereby;
 - 2.11.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Developer, Walbridge or the Architect, Consultants, or Contractors, or other person or entity providing services or work for Developer; and
 - 2.11.3 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.
- 2.12 If Owner suffers injury or damage to person or property because of an act or omission of Developer, 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 Developer within a reasonable time not exceeding twenty one (21) days after discovery. The notice shall provide sufficient detail to enable Developer to investigate the matter.
- 2.13 Developer agrees to remain responsible for the reasonable preservation and protection of the Work during work stoppages or delays and further agrees to protect the Work from deterioration and/or damage until such time as the Work is accepted by Owner. If such delays or work stoppages are the fault of Developer or Walbridge, no additional payments (except insurance proceeds) will be made by Owner to repair damage or restore deterioration, or otherwise correct deficiencies caused by such delays or work stoppages. Developer shall protect, and cause Walbridge to protect, as may be affected by execution of the Work, adjoining private or municipal property, including, but not limited to, buildings and structures, foundations, landscaping, parking areas, walkways and underground systems, and shall provide barricades, temporary fences, and covered walkways required to protect the safety of passers-by, as required by local building codes, ordinances or other laws, or this Agreement. Developer shall, as a component of the Contract Sum promptly repair any damage or disturbance to walls, utilities, sidewalks, curbs, exterior alleys, streets, and driveways and the property of third parties (including municipalities) caused by the performance of the Work, whether by Developer, Walbridge, its Subcontractors, its Sub-subcontractors, its material suppliers, its equipment suppliers, or its laborers, unless such damage or disturbance is caused by the acts or omissions of Owner or its employees, or results from existing conditions not caused by Developer or Walbridge (e.g. sinkholes).

- 2.14 Areas of the Project site which may be used by Developer and Walbridge are limited and shall be approved by Owner and any authorities having jurisdiction over the site before Developer commences the Work. Owner shall have the right to reasonably change the location of such areas from time to time upon reasonable notice to Developer. If Owner changes the location of such areas, Owner shall pay Developer's and Walbridge's reasonable costs incurred in making such change. Further, Developer acknowledges that areas for parking vehicles and storing equipment and materials at the jobsite are limited. Developer shall provide adequate supervision and use its best efforts to ensure that no subcontractor or others performing the Work violate any of the foregoing restrictions. In the event utilities are not available at the project site, Developer shall make arrangements for and furnish, at Developer's cost and expense, all water, electricity, lighting and other utilities and equipment as are necessary to complete the Work. If necessary, temporary toilet facilities shall be provided and maintained at Developer's expense for the use of all workmen and workwomen on the Project. The temporary toilets shall be located in a reasonable location, subject to Owner's reasonable approval and shall be relocated inside the building or connected to the sewer system serving the Project as soon as work will reasonably and customarily allow. The temporary toilets shall be kept in a sanitary condition in accordance with general industry practices. Developer shall be responsible for obtaining all necessary permits and approvals for the installation and use of the temporary facilities.
- 2.15 Developer is responsible for compliance with any requirements included in the Final Plans and Specifications or the Design/Build Agreement regarding hazardous materials. If the Developer encounters a hazardous material or substance not addressed in the Final Plans and Specifications or the Design/Build Agreement 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 Developer, the Developer shall, upon recognizing the condition, immediately cause Walbridge to stop Work in the affected area and report the condition to the Owner in writing.
- 2.16 The Owner shall not be responsible under this Section 2.16 for materials or substances the Developer, Walbridge or its subcontractors brings to the site unless such materials or substances are required by the Final Plans and Specifications. The Owner shall be responsible for materials or substances required by the Final Plans and Specifications, except to the extent of Developer's fault or negligence in the use and handling of such materials or substances.
- 2.17 The Developer shall indemnify, defend, and hold the Owner and each Owner Indemnified Party (as hereinafter defined) harmless for the cost and expense the Owner incurs (1) for remediation of a material or substance the Developer, Walbridge or its subcontractors brings to the site and negligently handles, or (2) where the Developer fails to perform its obligations under Sections 5, 2.15 and 2.16, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- 2.18 The Developer shall promptly correct, or cause Walbridge to promptly correct, Work rejected by the Owner or failing to conform to the requirements of the Final Plans and Specifications, whether discovered before or after Substantial Completion (but prior to the expiration of the Warranty Period as defined below) 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 Developer's expense.

- 2.19 If, within one (1) 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 9.8 of the Design/Build Agreement, or by terms of an applicable special warranty required by the Final Plans and Specifications (the "Warranty Period"), any of the Work is found not to be in accordance with the requirements of the Final Plans and Specifications, the Developer shall correct, or cause Walbridge to correct, it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Developer a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the Warranty Period for correction of the Work, if the Owner fails to notify Developer and give Developer an opportunity to make the correction, the Owner waives the rights to require correction by Developer and to make a claim for breach of warranty. If Developer fails to have nonconforming Work corrected within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.18. In addition to the warranties set forth in this Section 2.19, for a twelve (12) month period following the expiration of the one (1) year Warranty Period referenced above, Developer shall correct, or cause Walbridge to correct, promptly after receipt of written notice from the Owner to do so (unless Owner has previously given the Developer a written acceptance of such condition), any defects in the structural elements of the Project improvements. The Owner shall give notice promptly after discovery of such structural defects in the Project improvements and the Developer shall promptly undertake, or cause Walbridge to undertake, such actions to correct such structural defects in the Project improvements. If the Developer fails to do so within a reasonable period of time, then the Owner may correct it in accordance with Section 2.1.8.
- 2.20 Developer shall use commercially reasonable diligent efforts to promptly commence, pursue, and complete the construction of the Project and conduct its activities with minimal disruption to residents, owners, tenants, occupants, and invitees of properties neighboring the Project and the general public and to traffic patterns in and around the area. Before commencing construction, Developer shall take, or cause Walbridge to take, reasonable interim measures to ensure temporary screening of construction activities from such neighboring properties, and to prevent movement of wind-blown debris, dust and soil onto neighboring properties. Developer shall provide its own site security protection during construction on a twenty-four (24) hour basis.
- 2.21 All of the services and other obligations required to be performed under this Agreement by Developer will be performed by Developer or under its supervision, and all agents, contractors, subcontractors, consultants and personnel engaged in the Work shall be fully qualified and, where so required, shall be authorized or permitted under State and local law to perform such services.
- 2.22 Developer covenants and agrees, that upon discovery by Developer, to provide notice to the City of the occurrence or non-occurrence of any event that could have a material adverse effect on Developer's ability to complete the Project in a timely fashion or to fulfill its obligations under this Agreement.
- 2.23 Developer will cause Walbridge to construct all improvements in connection with the Project to be performed in accordance with the Final Plans and Specifications.

- 2.24 Prior to Developer's commencement of construction of the Project, and without waiving the provision of any law, ordinance or statute which prohibits a party from filing and/or enforcing a lien on public property, all of which rights and defenses are expressly retained by the Owner, the Developer will nonetheless submit to the City evidence that it has complied with the requirements of the Michigan Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, by recording with the Oakland County Register of Deeds and posting upon the site a Notice of Commencement.
- 2.25 Developer shall indemnify, defend, and hold the Owner and the City, its officials (whether elected or appointed), employees, agents, consultants, attorneys, volunteers and representatives (individually each an "**Owner Indemnified Party**") harmless for, from, and against any and all costs, expenses, liabilities, and claims incurred by the Owner or any Owner Indemnified Party from Developer's failure to perform its obligations in accordance with this Agreement or otherwise resulting from the Developer's performance (or non-performance) of the Developer's obligations hereunder, except to the extent resulting from the Owner's failure to perform its obligations in accordance with this Agreement or from the Owner's negligence or willful misconduct.
- 2.26 Fair Employment. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, and including, but not limited to, the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 252) and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicapped Civil Rights Act (P.A. 1976 No. 220), Developer agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, condition, or privileges of employment because of his or her religion, race, color, or national origin, age, sex, height, weight, marital status, sexual orientation, or disability.

3. **COMPENSATION AND PAYMENTS**

- 3.1 For the proper performance of the Services and other obligations under this Agreement, the Owner shall pay the Developer a sum not to exceed the guaranteed maximum price of \$_____ all as provided in Exhibit C attached hereto and incorporated herein by reference (the "**Contract Sum**"), the Contract Sum consists of the following components:
- 3.1.1 (the "**Development Fee**") in an amount equal to Three percent (3%) of the Construction Price, payable on a percentage completion basis, simultaneous with Construction Price payments under Section 7 below.
- 3.1.2 The Owner shall also pay the "**Construction Price**" as defined in Section 6 below.
- 3.2 The Developer shall submit periodic invoices as provided in Section 7 to the Owner and Owner's Representative for amounts due under Section 3.1.1 and 3.1.2 simultaneously with each Payment Application submitted by Walbridge. Invoices shall be due and payable within thirty (30) days after receipt of the Payment Application by the Owner, unless Owner provides notice to Developer that Owner disputes the Payment Application.

4. OWNER'S RESPONSIBILITIES

4.1 The Owner shall:

- 4.1.1 furnish with promptness all information reasonably required by Developer with respect to the Project;
- 4.1.2 promptly execute and deliver all documents requiring Owner's signature (so long as Owner's obligation to execute such documents is consistent with this Agreement and the Development Agreement) and otherwise reasonably cooperate with Developer in all matters relating to the development of the Project, including, but not limited to, applications for licenses, permits and zoning changes or variances, requirements of Applicable Laws, provided however, nothing in this Agreement shall require the Owner to circumvent or negate the protocols, procedures, rules and regulations of the City;
- 4.1.3 promptly perform, at Owner's cost, all of its obligations to be performed by Owner pursuant to this Agreement, including without limitation, timely payment of the Contract Sum in accordance with the payment procedures set forth herein.

4.2 All payments required to be made by Owner under this Agreement shall be made in US Dollars by wire transfer or other immediately available funds. Developer shall thereafter make all payments to Walbridge, its subcontractor(s) or supplier(s), or other third party(ies) identified by Developer in such approved Payment Application, but in all events, prior to the payment of any subsequent Payment Applications.

5. CHANGES TO THE WORK

- 5.1 Neither Owner nor Developer shall have the right to order extra work or change orders with respect to the Project or effect a Change Order under the Design/Build Agreement except pursuant to a Change Order or as otherwise provided in this Agreement.
- 5.2 In the event Owner wishes to propose a modification or change to the Final Plans and Specifications or the Work, Owner shall:
 - 5.2.1 Promptly provide Developer with a description in writing of the proposed modification or change, together with any and all supporting documentation reasonably appropriate to understand and evaluate the proposed modification or change (a "**Owner Change Proposal**")
 - 5.2.2 Developer's consent to any Owner Change Proposal shall not be required unless such proposed modification: (A) compromises the structural integrity of the Project; (B) adversely affects the warranties to be provided pursuant to this Agreement; (C) changes the Project Scope in any material respect, or (D) adversely affects, or materially increases the scope of, the Developer's Duties.
 - 5.2.3 Within seven (7) business days after Developer receives any Owner Change Proposal, Developer shall provide Developer's "**Proposal Response Notice**" setting forth the increase or decrease to the Construction Costs that would result from such proposed modification and the projected delay, if any, in the Construction Schedule (together with any and all available supporting

documentation reasonably appropriate to understand and evaluate the proposed modification or change); provided, however, if Developer cannot provide such information with the seven (7) business day period, Developer will instead, within such seven (7) business day period provide notice of the reasonable period of time within which Developer will be able to provide such information, and such notice shall satisfy the requirement for Developer's Proposal Response Notice hereunder, provided Developer subsequently provides such information by the period so specified.

- 5.2.4 Owner shall accept in whole, accept in part (provided such part is identifiable and any additional Construction Costs or projected delay are included in the Developer's Proposal Response Notice for such delineated part) or reject the proposed modification or change promptly, but in all events after Owner has obtained the consent or approval of the City Commission or any department or board of the City having jurisdiction over the subject matter of the Proposal Response Notice following Developer's Proposal Response Notice ("**Owner's Response Date**"). The City shall notify Developer within five (5) business days whether additional time will be required to obtain required City consent or approval. Any delay in the progression of the Work attributable to the additional time required by Owner to obtain such City consent or approval shall be the basis for an equitable extension to the Construction Schedule resulting from such delay. Any acceptance by Owner of a Change Order under this Section 5 or under the Design/Build Agreement must be in writing signed by the Owner's authorized representative to be binding on the Owner. If required under Section 5.2.3, Developer shall include in Developer's Proposal Response Notice Developer's reasonable estimate of the effect on the Construction Schedule and any increase or decrease to the Construction Costs that may be incurred by Developer in evaluating and responding to such proposed modification or change or the effect on the Construction Schedule and any increase or decrease to the Construction Costs that may be incurred as a result of Owner's response period (such as design fees, etc.), if applicable, and Owner's approval of such modification or change shall be deemed acceptance of the Construction Schedule delays and increased or decreased Construction Costs which shall be set forth in a written Change Order signed by Owner and Developer. Immediately upon approving such Change Order, Owner shall confirm that sufficient sums exist to pay for any increases in the Construction Price as a result of such Change Order.
- 5.2.5 If Owner accepts, in whole or in part, such Change Order, Developer shall implement such modification or change (including, if applicable, any identifiable part of such change approved by Owner as described above) (a "**Owner Change Order**"), as agreed to by the parties, and the Construction Schedule and/or the Construction Price shall be adjusted by the effect on the Construction Schedule or increased or decreased Construction Costs that may be incurred as result of Owner's proposed modification or change and any such increased Construction Costs shall be deemed Additional Costs as described in Section 6.2 of this Agreement.
- 5.2.6 If Owner fails to so timely direct Developer to implement the proposed modification, or if Owner disapproves of such proposed modification or if Owner fails to sign the Owner Change Order, Owner shall be deemed to have rejected

such Owner Change Proposal and Developer shall not implement such proposed modification, and such proposed modification shall be of no further force or effect.

5.3 In the event Developer or Walbridge wish to propose a modification or change to the Final Plans and Specifications that is not a Required Change Order (a “**Developer’s Change Proposal**”) Developer shall:

5.3.1 promptly provide Owner with a description in writing of the proposed modification or change, together with such supporting documentation reasonably appropriate to understand and evaluate the proposed modification or change, together with Developer’s estimate of such change or modification’s effect on the Construction Costs or the Construction Schedule.

5.3.2 deliver Developer’s Change Proposal to Owner and Owner shall have five (5) business days after receipt of Developer’s Change Proposal to notify Developer in writing as to whether or not Owner consents to such modification or change, subject to the requirements herein, provided however, if Owner cannot provide such response within said five (5) business day period, Owner will instead provide written notice of the reasonable period of time within which Owner will respond.

5.3.3 In the event Developer makes a Developer’s Change Proposal (which, for clarification, does not include a Required Change Order), such Developer’s Change Proposal shall not be effective without Owner’s written consent, which consent shall not be unreasonably withheld, conditioned or delayed, unless such Developer’s Change Proposal will increase the Contract Sum or result in an extension of the Construction Schedule or materially and adversely affect and/or alter the Final Plans and Specifications of the Project.

5.3.4 Owner shall accept in whole, accept in part (provided such part is identifiable and any additional Construction Costs or projected delay are included in the Developer’s Change Proposal for such delineated part) or reject the proposed modification or change promptly, but in all events, after Owner has obtained the consent or approval of the City Commission or any other department or board having jurisdiction over the subject matter of the Developer’s Change Proposal. The City shall notify Developer within five (5) business days whether additional time will be required to obtain required City consent or approval. Any delay in the progression of Work attributable to the additional time required by Owner to obtain such City consent or approval shall be the basis for an equitable extension to the Construction Schedule resulting from such delay. If the Owner accepts in writing, in whole or in part Developer’s Change Proposal, Owner’s approval shall be deemed acceptance of the Construction Schedule delays and increased or decreased Construction Costs which shall be set forth in a written Change Order signed by Owner and Developer (an “**Approved Developer Change Order**”). Immediately upon written approval of such Change Order, Owner shall confirm that sufficient sums exist to pay for any increases in the Construction Price as a result of such Change Order.

5.3.5 Upon execution of such Approved Developer Change Order, then Developer shall initiate or implement the Approved Developer Change Order, as agreed to by the parties and the Construction Schedule and/or the Construction Price shall be adjusted as stated in such Approved Developer Change Order by the effect on the

Construction Schedule or increased or decreased Construction Costs that may be incurred as result of Developer's proposed modification or change and any such increased Construction Costs shall be deemed Additional Costs as described in Section 5.2 of this Agreement.

5.3.6 In the event that Owner fails to timely respond to a Developer's Change Proposal within such five (5) business day period, or if Owner disapproves of such proposed modification, or fails to sign the Owner Change Order or fails to confirm that sufficient sums exist in the Escrow Account to pay for such Change Order, then Owner shall be deemed to have rejected such Developer's Change Proposal and Developer shall not implement such proposed modification, and such proposed modification shall be of no further force or effect.

5.4 Provided not less than five (5) business days advance written notice is given by Developer to the Owner of Required Change Orders or Minor Field Changes (each as defined below) and Owner has not provided Developer notice of the Owner's objections thereto or that such Required Change Orders or Minor Field Changes require the approval of the City Commission or any other department or board of the City having jurisdiction over the subject matter thereof, within such 5-business day period (in which event Developer shall not proceed with such Required Change Order or Minor Field Changes), Developer may implement a change or modification to the Work, and Owner's consent shall not be required for, any proposed modifications or changes to the Working Drawings or the Final Plans and Specifications, but only:

5.4.1 to the extent such modifications or changes are necessitated by requirements of any Governmental Authority or changes in Applicable Laws after the date of this Agreement (individually and collectively, "**Required Change Order(s)**"). Notwithstanding the foregoing, if such Required Change Order will increase the Contract Sum and/or require an extension under the Construction Schedule, Developer shall not proceed with such Work without a signed written Change Order, and may suspend Work until receipt of such written Change Order.

5.4.2 to the extent such modifications or changes constitute Minor Field Changes. For purposes of this Agreement, "**Minor Field Changes**" means any changes to the Project which satisfy all of the following conditions and requirements:

5.4.2.1 do not require an adjustment to the Construction Schedule or an increase in the Construction Costs or require the use of any sums designated as contingencies;

5.4.2.2 with respect to any substitution, elimination or replacement of materials, such substituted materials are of equal or superior quality, durability and appearance to the materials which are being replaced, and the substitution shall not change the Owner approved appearance, use or specification of the Project;

5.4.2.3 the change shall not diminish the value or utility of the Project; and

5.4.2.4 the change shall not alter the overall appearance or general location of any items specifically shown or specified on the Final Plans and Specifications.

- 5.5 Any increase or decrease in the Construction Price arising on account of any Required Change Order, Owner Approved Change Order or Developer Approved Change Order shall be deemed a Cost Adjustment Item (defined below) and the Construction Schedule shall be adjusted and extended for the delay as expressly stated in such Change Order.
- 5.6 Developer may implement any Required Change Order as provided above provided Owner does not object to same pursuant to Section 5.4.

6. CONSTRUCTION PRICE

- 6.1 The “**Construction Price**” as used in this Agreement shall be the sum of all hard and soft costs payable to Walbridge under the Design/Build Agreement, whether as Cost of the Work, General Conditions Costs, Contractor’s Fee, or otherwise, but in no event in excess of the Guaranteed Maximum Price, as such may be adjusted from time to time with Owner’s prior written consent pursuant to the Contract Documents (all of such costs referred to as “**Construction Costs**,” and for purposes of determining any “Savings” (as defined below) shall be the Guaranteed Maximum Price set forth in **Exhibit C** attached hereto.
- 6.2 Any increase to the Construction Price as a result of any Cost Adjustment Item (collectively “**Additional Costs**”) approved by the Owner in writing shall be paid by the Owner.
- 6.3 Simultaneously with the execution of the Design/Build Agreement by Developer and Walbridge, Developer shall submit to Owner for Owner’s approval, 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 of values, unless objected to by the Owner, shall be used as a basis for reviewing the Owner’s and Walbridge’s Payment Applications. Notwithstanding the foregoing, Owner acknowledges that such individual line items in such schedule of values are not guaranteed. Cost underruns from one line item may be used to offset cost overruns in one or more other line items, provided that the Guaranteed Maximum Price, as may be modified from time to time, is not exceeded.
- 6.4 The Construction Price, including any Additional Costs, shall be paid to Developer commencing with the first Progress Payment (as defined and set forth in Section 7) and thereafter with each Application for Payment pursuant to Section 7 through Final Completion of the Project.
- 6.5 Developer and Owner acknowledge and agree that simultaneously with the parties’ approval of any Change Order pursuant to the terms hereof, the Construction Price (and Guaranteed Maximum Price) shall be adjusted by the following amounts in the following circumstances (each a “**Cost Adjustment Item**” and collectively the “**Cost Adjustment Items**”):
 - 6.5.1 the Construction Price will be increased as hereinafter provided by each of the following Cost Adjustment Items:
 - 6.5.1.1 as established pursuant to a Change Order;

- 6.5.1.2 any Additional Costs with respect to an Allowance Item in excess of the Allowance Amount for such Allowance Item, but only to the extent approved by Owner in writing (“**Approved Allowance**”);
- 6.5.1.3 any Additional Costs pursuant to a change in the Project Scope, Owner’s Design Change or other changes requested by Owner or otherwise required by law, but only to the extent approved by Owner in writing;
- 6.5.1.4 any Additional Costs on account of any Owner Default;
- 6.5.1.5 any costs or charges incurred by Developer or Walbridge in the event of failure to timely receive payment of any Development Fee or Construction Price installment payment which is otherwise due and payable in accordance with the terms hereof or the Contract Documents;
- 6.5.2 the Construction Price will be decreased as hereinafter provided by each of the following Cost Adjustment Items:
 - 6.5.2.1 the amount of the net savings or credit set forth in a deductive Change Order, which shall all result in a proportionate reduction in the Development Fee; or
 - 6.5.2.2 the amount of the positive difference between an Allowance Amount for a particular Allowance Item minus the Construction Costs actually incurred for such Allowance Item, if applicable, it being acknowledged that Allowance Amounts shall not be used by Developer or Walbridge to offset cost over runs in Construction Costs applicable to other elements in the Work.

7. PAYMENT.

- 7.1 **Escrow**. Owner and Developer shall establish an escrow (“**Escrow Account**”) with First American Title Insurance Company, whose address is 300 East Long Lake, Suite 300, Bloomfield Hills, Michigan 48304 (“**Escrowee**”) pursuant to an escrow agreement in substantially the form of **Exhibit D** attached hereto and made a part hereof (“**Escrow Agreement**”), pursuant to which Owner shall deposit on a monthly basis the amount necessary to pay to Developer the Construction Price Installment Payment approved by the Owner for subsequent disbursement to Developer. Upon Final Completion of the Project, any “**Savings**” as defined below achieved in the progression of the Work shall be retained by the Owner.
- 7.2 **Construction Price Installments**. Owner shall pay the entire Construction Price in accordance with monthly Applications for Payment provided by Developer (each a “**Construction Price Installment Payment**”), plus any Additional Costs as provided in Section 7.4 below. The first Construction Price Installment Payment shall be due and payable in accordance with the provisions of Section 7.6 below following the commencement of construction and Owner’s receipt of the first Application for Payment (as defined below). Each subsequent Construction Price Installment Payment shall thereafter be due monthly through the date on which the final payment is made.

- 7.3 **Development Fee Installments.** In connection with each Construction Price Installment Payment, Developer shall be paid an amount equal to Three percent (3%) of the total amount of Construction Costs (less a retainage as set forth in the Design Build Agreement) approved in connection with the applicable Application For Payment (the “**Developer Fee Installment Amount**”) which shall be due and payable to Developer at the same time as the Construction Price Installment Payment is due and payable. Any portion of the Developer Fee which is retained by Owner shall be released to Developer simultaneously with the release to Walbridge of any Walbridge Retainage due it.
- 7.4 **Change Order Payments; Other Payments.** In the event of any Additional Costs arising on account of Change Orders, Owner’s Design Change, changes in the Project Scope or other changes requested by Owner pursuant to the terms hereof (“**Change Order Amount**”), the Change Order Amount shall be paid to Developer or in accordance with written directions, as applicable, contained in the Change Order approved by the Owner and pursuant to Section 7.6. With respect to any Additional Costs arising on account of any Cost Adjustment Items other than a Change Order Amount, including, without limitation, in connection with any Allowance Item, such amounts shall be paid by Owner within thirty (30) days after request therefore from Developer, with reasonable specificity as to the Other Amounts required to be paid on account of a Cost Adjustment Item.
- 7.5 **Construction Price Retainage.** The Construction Price amount deposited by the Owner into the Escrow on a monthly basis excludes a retainage (of the sum of ten percent (10%) of the Construction Price less through fifty percent (50%) completion (“**Construction Price Retainage**”), which Construction Price Retainage shall be released by Owner to Developer for subsequent payment to Walbridge from time to time as subcontractors fully complete their portion of the Project and have delivered final conditional lien waivers with respect to such portion of the Project, with all remaining Construction Price Retainage, except the Walbridge Retainage, paid to Developer or in accordance with Developer’s written directions, concurrently with Substantial Completion of the Project. In the event that such release reduces the overall retention held on the Design-Build Agreement to less than 5%, Owner may withhold sufficient additional retention on the next payment so that it retains five percent (5%) retention through Substantial Completion. The portion of the Construction Price Retainage (the “**Walbridge Retainage**”) shall be held in the Escrow Account and released to Developer for payment to Walbridge upon Substantial Completion of the Project, less a holdback of one hundred fifty percent (150%) of the estimated cost of the Work to be completed (but not more than Walbridge Retainage) for the Punchlist Items.
- 7.6 **Construction Progress Payments.** Each Construction Price Installment Payment, plus any Change Order Amount required to be paid at that time, and Development Fee Installment Payments then due shall be deposited on a monthly basis in the Escrow Account and disbursed by Escrow Agent to Developer or in accordance with Developer’s written directions, in the form of progress payments against the Construction Costs and Additional Costs, and to the Developer for the applicable portion of the Development Fee in accordance with the procedure set forth below.
- 7.6.1 On or before the 25th day of each month for Work to be completed by the last day of that month, Developer shall submit, or have submitted, to Owner and the Owner Representative for Owner’s approval, and to Escrowee, an application for payment which conforms to the requirements of this Agreement and the Design/Build Agreement (“**Application for Payment**”) signed by Walbridge and Developer, which includes the portion of the Construction Price due based upon the percentage

of Work completed and materials purchased and suitably stored on the Project site or at other locations reasonably approved by Owner, and the portion of the Development Fee due in an amount equal to 3% of such Construction Costs less any required retention.

- 7.6.2 Each Application for Payment shall be accompanied by: (i) Owner's standard Application and Certificate for Payment (which is the version AIA Document G702 and G703) executed by Developer and Walbridge, showing the percentage and value of Work completed since the prior disbursement and stating that the portion of the Work for which the Application for Payment is submitted has been substantially completed in accordance with the Final Plans and Specifications; (ii) a certificate from the Architect certifying that the portion of the Work that is subject to the Application for Payment has been substantially completed in accordance with the Final Plans and Specifications; (iii) Walbridge's sworn statement setting forth the name of all applicable consultants, architects, engineers, contractors, subcontractors, sub-subcontractors and material suppliers performing the Work or otherwise providing services or materials for the Project and setting forth the percentage of completion of each scheduled item; (iv) partial conditional lien releases from Walbridge and each applicable subcontractor, sub-subcontractor and/or material supplier providing construction services or supplies for the Work (such parties are collectively referred to as "**Lien Claimants**") for the portion of the Work completed, and covered by the current monthly Application for Payment along with evidence of payment by Developer and Walbridge (or other applicable party) of the applicable Lien Claimants' prior payment applications for the Work completed in connection with the prior monthly Application for Payment; (v) a partial unconditional release or waiver from each Lien Claimant showing evidence of payment for the prior Application for Payment; (vi) with respect to any costs that are submitted by Walbridge that are not included in any Application for Payment, written invoices to substantiate such costs so incurred; (vii) a description of any Retainage to be released to subcontractors pursuant to Section 7.5; (viii) a copy of the application for payment submitted by Walbridge pursuant to the Design/Build Agreement; and (ix) a certificate by Developer and Walbridge of the cost to complete the Project after the amounts stated in the Application for Payment have been paid on a line by line basis.
- 7.6.3 After review and approval by Owner of each Application for Payment and the items delivered pursuant to this Section (a "**Certificate of Payment**"), then on or before twenty-one (21) days after approval by Owner of such Application for Payment and the items required under this Section, the Owner shall tender the required payment to Escrow Agent and direct the Escrowee to pay Developer (or such other party as Developer may direct) from the Escrow Account, the amount due pursuant to the approved Application for Payment, less Retainage of ten (10%) percent, plus any Retainage approved to be released pursuant to Section 7.5, and to pay Developer from the Escrow Account the portion of the Development Fee as set forth in the Application for Payment.
- 7.6.4 The Owner may withhold an Application for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's reasonable determination that the Work has not progressed to the point indicated in the Application for Payment, or the quality of the Work is not in accordance with this Agreement or the Design/Build Documents. If the Owner is unable to

certify/approve payment in the amount of the Application, the Owner will notify the Developer and Walbridge. If Walbridge, Developer 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 Payment or, because of subsequently discovered evidence, may nullify the whole or a part a Payment previously issued to such extent as may be necessary to protect Owner from loss for which Developer and/or Walbridge is responsible because of:

- 7.6.4.1 defective Work not remedied;
- 7.6.4.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Developer;
- 7.6.4.3 failure of Developer or Walbridge to make payments properly to Architect, Engineer, Consultant, Contractor, Subcontractors or for labor, materials or equipment;
- 7.6.4.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 7.6.4.5 damage to the Owner or a third party caused by Developer or Walbridge or a party for which Developer and/or Walbridge is responsible, unless the Developer and/or Walbridge have in writing undertaken the commitment to cure such damage within ten (10) days of notice thereof and thereafter promptly commences and diligently pursues efforts to correct such damage;
- 7.6.4.6 reasonable evidence that the Work will not be completed within the time periods set forth in the construction Schedule, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 7.6.4.7 repeated failure to carry out the Work in accordance with this Agreement or the Design/Build Agreement;
- 7.6.4.8 repeated failure of Developer or Walbridge to provide updated weekly status reports and approved, updated and revised progress schedules;
- 7.6.4.9 Failure to comply with the Key Milestone dates and Developer has not provided adequate assurances reasonably acceptable to Owner within fourteen (14) business days of demand therefor detailing the means by which Developer and/or Walbridge can nonetheless achieve timely the next Key Milestone and Substantial Completion.
- 7.6.4.10 the filing of a lien, except if the lien or claim is the result of Owner's nonpayment of an amount contained in a previously submitted pay application over which no good-faith dispute exists between Owner and Developer;

7.6.4.11 erroneous estimates by Developer or Walbridge of the values of the Work performed; or

7.6.4.12 default by Developer or Walbridge under the Design/Build Agreement, that Developer or Walbridge has undertaken in writing the commitment to cure within five (5) days of notice thereof and has promptly commenced and thereafter diligently pursues same after Owner provided written notice of the default.

7.6.5 The Owner shall not unreasonably withhold any certification for Payment and shall release all undisputed amounts as required herein. When the aforementioned reasons for withholding certification are removed, certification will be made for amounts previously withheld.

If the Owner withholds certification for payment under Section 7.6.4.3, the Owner may, at its sole option, issue joint checks to Developer, Walbridge and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for Walbridge to whom Developer or Walbridge failed to make payment for Work properly performed or material or equipment suitably delivered.

7.6.6 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in this Agreement.

Developer shall pay, or cause Walbridge to pay, each Architect, Consultant, Contractor, and other person or entity providing services or work for Walbridge 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 is entitled, reflecting percentages actually retained from payments to Walbridge on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. Walbridge shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for Walbridge, require each Architect, Consultant, Contractor, and other person or entity providing services or work for Walbridge to make payments to subconsultants and subcontractors in a similar manner.

Walbridge 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 of the Design/Build Agreement.

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 this Agreement.

7.6.7 Provided that Owner has timely paid Developer in accordance with this Agreement, Developer shall ensure, and cause Walbridge to ensure, that no construction liens, or any encumbrances in the nature thereof or any other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by Developer, Walbridge, or by any subcontractors, sub-subcontractors, materialmen, laborers or other lienors (each, a "**Lienor**") against

the Project in connection with any Work for which Owner has made payment or for which payment is not yet due. Developer shall have the unconditional obligation to notice or transfer any such lien or claim to bond. As a condition to the receipt of each progress payment from the Owner, Developer must furnish a release of lien from each Lienor, for the amount of the previous month's payment, in the statutory form, together with a Design/Builder's partial release of lien in the statutory form. Further, as a condition to the receipt of the Final Payment, Developer shall provide Owner with a final release of lien from Walbridge and each Lienor, in the statutory form, conditioned upon receipt of such Final Payment. Each release of lien given to the Owner shall waive and release any lien rights of the Lienor to the extent payment is made with respect to any Work performed through the date of the progress payment to which the lien release applies.

7.6.8 Developer agrees to indemnify, defend and hold the Owner and each Owner Indemnified Party harmless from and against any and all liens or other claims whatsoever filed against the Owner, any Owner Indemnified Party or Owner's property by any Lienor for work performed or materials or services furnished in connection with Work for which Developer has been paid or for which payment is not yet due at the time the lien is filed. In the event a claim or a claim of lien is filed against the Owner, any Owner Indemnified Party or Owner's property, Developer shall cause the same to be satisfied within forty five (45) days following the date of filing, or in the alternative, shall cause the claim of lien to be noticed or transferred to bond. In the event any liens are not cleared of record within forty five (45) days of filing, Owner shall have the right to withhold payments equal to the value of such lien in accordance with Section 7.6.4.9, and Owner shall be entitled to all other remedies available at law or in equity. The provisions of this Section shall be deemed an independent covenant of Developer and shall be effective with respect to all work performed and materials or services furnished under any Change Orders between Owner and Developer or any other agreement for extra work with respect to the Project.

7.6.9 If the Owner does not issue a Certificate of Payment, except as otherwise expressly set forth in this Agreement and through no fault of the Developer or Walbridge, within the time required by the Contract Documents, then the Developer and/or Walbridge may, upon fourteen (14) days additional 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 shall be increased by the amount of the Developer's and Walbridge's reasonable costs of shut down, delay and start-up, plus interest as provided for in the Design-Build Documents.

7.7 **Final Payment of Construction Costs.** On or prior to the Final Completion Date, Developer shall cause Walbridge to submit to the Developer a final Application for Payment for the entire unpaid balance of the Construction Price (which shall include payment for any remaining Walbridge Retainage) (the "**Final Construction Price Payment**"). Subject to the terms and conditions of this Agreement, Developer shall review, certify to the best of its actual knowledge as correct, and forward such final Application for Payment to the Owner. Developer (or such other party as Developer may direct) shall be entitled to the Final Construction Price Payment upon Owner's receipt of the following (in addition to the items required pursuant to Section 7.6 above): (i) all items constituting deliverables required to satisfy Final Completion; and (ii) final conditional lien releases from Developer, Walbridge and all Lien Claimants, subject only to receipt of final

payment owed to such Lien Claimants. Owner's obligation to pay the Construction Price, Development Fee and all other amounts required to be paid by Owner under this Agreement shall survive termination of this Agreement. In addition, to the extent any final Application for Payment reflects amounts owed to Developer for the balance of the Development Fee, such amounts shall be paid to Developer simultaneously with such Final Construction Price Payment. To the extent the cost to complete construction of the Project pursuant to the Final Plans and Specifications exceeds the Guaranteed Maximum Price, as such may be modified from time to time, the Developer Fee, whether or not paid to the Developer shall be applied by the Developer to all such excess costs.

- 7.7.1 Substantial Completion shall not be deemed to occur, and the Work will not be considered suitable for Substantial Completion review, until each of the following has been met: (i) all Project systems included in the Work are operational as designed and scheduled; (ii) all designated or required governmental inspections and certifications have been made and posted; (iii) a temporary or final certificate of occupancy or equivalent with respect to all portions of the Work has been issued; (iv) designated instruction of Owner's personnel in the operation of all systems have been completed; (v) all final finishes within the Contract are in place; (vi) the Project is available to the Owner for occupancy for use intended, (as to all of (i) – (vi), subject to agreed correction and completion of Punch List items); (vii) Developer has submitted to the Owner for review and acceptance a certificate which states that the Work has been substantially completed in accordance with this Agreement and the Design/Build Agreement, all equipment, system and material guarantee certificates (including Walbridge's general one(1) year warranty and two (2) year structural warranty), all operation and maintenance manuals, all building keys and all subcontractor and Developer waiver of lien certificates accurately reflecting all payment made up to Substantial Completion, and Developer has complied with all other requirements of this Agreement and the Design/Build Agreement; and (viii) three copies of Mylar final as-built plans for the Work have been delivered to Owner.
- 7.7.2 When the Developer considers that the Work is substantially complete, the Developer shall prepare and submit to the Owner a comprehensive list of items which do not interfere with the Owner's intended use but need to be completed or corrected prior to final payment (the "**Punch List**"). The Punch List shall also indicate the cost of completing the items on the Punch List (the "**Punch List Cost**"). Failure to include an item on such list does not alter the responsibility of Developer to complete all Work in accordance with this Agreement.
- 7.7.3 Upon receipt of the Punch List, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with this Agreement so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, Developer shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, Walbridge shall then submit a request for another inspection by the Owner to determine Substantial Completion. Any items discovered by the Owner during the inspection which are not on the Punch List but should be included in the Punch List shall be addressed by the Developer. Should the Owner have reasonable

justification to disagree with the estimated Punch List Cost provided by the Developer, the Owner may determine the reasonable Punch List Cost.

- 7.7.4 The Developer will complete, or cause Walbridge to complete, items on the Punch List promptly after receipt of approval of the Punch List from the Owner or receipt of an updated Punch List. If Developer fails to complete, or cause to be completed, all items of the Punch List within thirty (30) days or such other reasonable period that is mutually agreed upon by the Owner and Developer, the Owner will reserve the right, after written notice to Developer, to have the remaining Work completed by any reasonable means, and the reasonable cost of such Work will be deducted from the final payment due to Developer. Required warranty durations as defined elsewhere within the Agreement shall not be affected by partial occupancy by the Owner.
- 7.7.5 When the Work or designated portion thereof is substantially complete, upon written request from Developer, the Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Developer for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which Developer shall finish all items on the list accompanying the Certificate. Warranties required by this Agreement or the Design/Build Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 7.7.6 The Certificate of Substantial Completion shall be submitted to the Owner and Developer for their written acceptance of responsibilities assigned to them in such Certificate and Owner shall be provided a list of warranties which take effect. Upon such acceptance, if any, the Owner shall make payment of retainage or designated portion thereof, less 150% of the Punch List Cost, which shall be released as part of the Final Payment. As a condition precedent to Final Payment of the Work and the release of the retainage, the Owner shall certify that the items on the Punch List have been completed and Developer will provide Owner all operation and maintenance manuals, all building keys, certificates of testing, inspection or approval as required by the Design/Build Agreement, and shall assign to the Owner for direct enforcement all warranties required by the Design/Build Agreement, which assignment shall be acknowledge and confirmed by Walbridge. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design/Build Agreement.
- 7.8 If, upon Final Completion of the Project, the final Construction Price is less than the Guaranteed Maximum Price (after adjustments due to Change Orders), the difference shall be deemed “**Savings**” and shall be paid to and/or retained by the Owner.
- 7.9 Owner shall have the right to make payment (either directly or by joint or multiple party check) in the amount agreed to by Developer to any lienor listed on Developer’s partial or final affidavit as unpaid, or any other lienor who has given written notice to Owner or whose existence is otherwise known to Owner, provided, that Owner may withhold payments to any subcontractor with whom a dispute exists. Owner shall not directly pay any lienor for claims of lien which have been transferred to bond. Developer shall be a party on all joint or multiple party checks issued by Owner. Endorsement by any payee of a joint or multiple party check

shall be deemed payment to that party for the full amount of the check. Developer's acceptance of the Final Payment shall release Owner from any further liability for any additional payments or compensation in connection with the construction of the Work, unless otherwise agreed in writing at that time.

- 7.10 Developer shall keep, and cause Walbridge to 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 this Agreement and to substantiate payment. The accounting and control systems shall be Walbridge's customary accounting systems. 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 Developer's and Walbridge's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract, to the extent necessary to substantiate the Cost of the Work as required by the Design/Build Documents and/or compliance with the terms hereof or the Contract Documents. Upon Final Completion of the Project, Developer shall cause Walbridge to turn over to the City those Project records maintained by Walbridge, its Architect, Consultants, Contractors and subcontractors as set forth in Section 9.11.2 of the Design-Build Agreement.
- 7.11 Except for Work which is subcontracted for on a lump sum basis, Developer shall keep, and cause Walbridge to keep, and shall require each subcontractor of Walbridge to keep, accurate books of records and accounts in accordance with sound accounting principles of all costs for Work performed and all other costs incurred in connection with the Project for which they seek payment. Without limiting the foregoing, the materials to be kept shall include those records necessary to evaluate and verify direct and indirect costs, including overhead allocations as they apply to costs associated with the Project, together with any other records, documentation or accounting data or information reasonably required by the Owner. All records shall be maintained by Developer and/or Walbridge and subcontractors for a minimum of three (3) years following Project Completion or longer if required by law. Upon request, Developer shall deliver, and cause Walbridge to deliver, to Owner true and complete copies of all such records.
- 7.12 The records identified in Sections 7.10 and 7.11 shall be available to Owner upon request for examination and audit at a mutually convenient time within five (5) working days of such request. Such audits may require Owner's inspection and copying from time to time of the Records. Owner's authorized representatives shall have access to Developer's, Walbridge's and subcontractor's facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Section 7.12. Developer shall require Walbridge and all subcontractors to comply with the provisions of Section 7.12 by insertion of the requirements thereof in any written agreement between Developer and subcontractor.

8. **DEFAULT AND TERMINATION**

- 8.1 Default by Developer. The occurrence of any one or more of the following events beyond the applicable notice and cure periods shall constitute a "**Developer Default**" under this Agreement:

- 8.1.1 If Developer shall:
 - 8.1.1.1 fail to perform or comply in any material respect with any obligation of Developer which is required to be complied with under this Agreement or the Design/Build Agreement or the Contract Documents, or
 - 8.1.1.2 fail to cure any representation or warranty given in this Agreement or the Contract Documents that becomes materially untrue after the date hereof,
 - 8.1.1.3 and such failure in this clause shall continue uncured for thirty (30) days after the giving of written notice thereof by Owner to Developer specifying the nature of such failure, unless such failure can be cured but is not susceptible of being cured within said thirty (30) day period, in which event such a failure shall not constitute an Developer Default if Developer commences curative action within said thirty (30) day period, and thereafter prosecutes such action to completion with all due diligence and dispatch and the Construction Schedule is not affected.
- 8.1.2 If Developer or Walbridge shall make a general assignment for the benefit of creditors.
- 8.1.3 If any petition shall be filed against Developer or Walbridge in any court, whether or not pursuant to any statute of the United States or of any State, in any bankruptcy, reorganization, dissolution, liquidation, composition, extension, arrangement or insolvency proceedings, and such proceedings shall not be dismissed within one hundred twenty (120) days after the institution of the same, or if any such petition shall be so filed by Developer.
- 8.1.4 If, in any proceeding, a receiver, trustee or liquidator be appointed for all or a substantial portion of the property and assets of Developer or Walbridge, and such receiver, trustee or liquidator shall not be discharged within ninety (90) days after such appointment.
- 8.1.5 Any assignment or other transfer of its rights or obligations by Developer or Walbridge specifically prohibited under this Agreement.
- 8.1.6 Developer or Walbridge shall obtain or be subject to (due to Developer's fault) an order or decree in any court of competent jurisdiction enjoining the construction of the Project or delaying construction of the same or enjoining or prohibiting Owner or Developer from carrying out the terms and conditions of this Agreement or any of the Contract Documents and such order or decree is not vacated or stayed within sixty (60) days after the filing thereof.
- 8.1.7 If Developer or Walbridge default under the Design/Build Agreement or any Contract Document.
- 8.2 Owner's Rights and Remedies. Upon the happening of any Developer Default hereunder then Owner shall have the following rights and remedies:

- 8.2.1 Owner shall have the right to terminate this Agreement by giving written notice of such termination to Developer.
- 8.2.1.1 In the event of such termination, Owner shall have no further obligations under this Agreement (except for its obligation to pay the amounts owed to Developer through the date of termination, including without limitation, compensation due under Section 3 that was not previously paid to the Developer for Services performed and payment of all Applications for Payment submitted and approved by Owner prior to such date of termination, in accordance with the payment procedures set forth in Section 7 or as provided elsewhere in this Agreement less damages and costs incurred by the City due to such Developer Default) and Owner may take possession of the Project, terminate any non-performing contractor or sub-contractor and, at Owner's option, take an assignment of any Contract Documents and thereafter complete the Project in an expedient manner and reasonably mitigate all costs, expenses or damages.
- 8.2.1.2 Require Developer to deliver and assign to Owner all right, title and interest in the Final Plans and Specifications, the Working Drawings, the Preliminary Plans and Specifications and all other related design documents within thirty (30) days after such termination.
- 8.2.1.3 Without limitation of the foregoing, if requested by Owner in writing to Walbridge (with a copy to Developer) after any such Developer Default, Owner shall be entitled to exercise the assignment of the Design/Build Agreement to Owner, in which event Owner will have the rights and obligations of "**Developer**" under the Design/Build Agreement arising from and after the effective date of such assignment.
- 8.2.1.4 Pursue all of Owners rights and remedies permitted hereunder at law or in equity.
- 8.3 Default by Owner. The occurrence of any one or more of the following events beyond applicable notice and cure periods shall constitute an "**Owner Default**" under this Agreement:
- 8.3.1 If Owner fails to pay to Developer any payment under this Agreement required to be paid by Owner when due, including, without limitation, any installment of the Contract Sum in accordance with the payment procedures set forth in Section 6 hereof or as provided elsewhere in this Agreement, or any other amount that may be required to be paid by Owner hereunder, and such failure to pay shall continue for thirty (30) days following written notice of such failure from Developer;
- 8.3.2 If City fails to deposit any sums into the Escrow when required to be deposited pursuant to this Agreement to pay an Application for Payment for which Owner has issued a Certificate of Payment in accordance with the payment procedures set forth in Section 7.6 hereof or as provided elsewhere in this Agreement or if City prevents or obstructs the disbursement or payment from the Escrow for any reason not expressly permitted hereunder of any amounts due and payable to Developer in connection therewith, and such failure to deposit and/or unauthorized

obstruction shall continue for ten (10) business days following Owner's receipt of written notice of such failure from Developer;

8.3.3 If Owner breaches this Agreement, including breach of any representation or warranty given in this Agreement that becomes materially untrue after the date hereof, and such breach is not cured within any applicable cure period specified herein; and if no such cure period is specified, within thirty (30) days after the giving of written notice thereof by Developer specifying the nature of such default, unless such default can be cured, but is not susceptible of being cured within said thirty (30) day period, in which event such default shall not constitute an Owner Default if Owner commences curative action within said thirty (30) day period, and thereafter prosecutes such action to completion with all due diligence and dispatch;

8.3.4 If Owner shall, after the Commitment Date:

8.3.4.1 have a voluntary or involuntary petition filed by it or against it in bankruptcy, and such petition shall not be dismissed within ninety (90) days after the institution of same;

8.3.4.2 be adjudged a bankrupt, or

8.3.4.3 have all or a substantial portion of its assets or the business conducted by it taken by any trustee, receiver or other person pursuant to any judicial proceedings;

8.3.4.4 become insolvent;

8.3.4.5 have a petition for a dissolution, reorganization or arrangement of its affairs filed by or against it which is not bonded against or otherwise removed within ninety (90) days;

8.3.4.6 make a general assignment for the benefit of its creditors;

8.3.4.7 have a receiver or trustee in liquidation, whether temporary or final, appointed for all or a substantial portion of its property, and such receiver or trustee shall not be discharged within ninety (90) days after such appointment; or

8.3.4.8 make any assignment or other transfer of its rights or obligations by Owner specifically prohibited under this Agreement.

8.4 Developer's Rights and Remedies. In the event of an Owner Default after the Commitment Date, the following provisions shall apply:

8.4.1 In the event an Owner Default occurs, Developer shall be entitled to terminate this Agreement or stop the Work by written notice to the Owner pursuant to Section 8.4.1.2 and in the event of the termination of this Agreement,

8.4.1.1 Developer shall be entitled to collect:

- 8.4.1.1.1 the Development Fee [then earned for the Work completed prior to such termination],
- 8.4.1.1.2 the Construction Price for Work performed through the date of the Owner's Default, and
- 8.4.1.1.3 any and all out-of-pocket costs and expenses and reasonable attorneys' fees and expenses that Developer has incurred as a result of such Owner Default (including any amounts owing under the Design/Build Agreement or any other contracts for the Work performed through the date of such Owner Default; and any commercially reasonable penalties due under any such contracts) and any amounts incurred in connection with funding any portion of the Construction Costs (including any costs incurred by Walbridge), together with interest at the Default Interest Rate; and

8.4.1.2 Developer may, at its option:

- 8.4.1.2.1 suspend or stop performance of Developer's duties hereunder and cause Walbridge and Architect and any other parties to indefinitely suspend or stop the work at the Project until such Owner Default is fully cured by Owner (the occasion of which shall be deemed an "**Owner Delay**" for all purposes hereunder);
- 8.4.1.2.2 make any payments or render any performance required to be made by City hereunder in connection with such City Default and be entitled to reimbursement of such sum from City together with interest on such sums at the Default Interest Rate; and/or
- 8.4.1.2.3 terminate Developer's Services or any other obligations of Developer under this Agreement by written notice to Owner;
- 8.4.1.2.4 pursue all of Developer's rights and remedies expressly permitted under this Agreement, subject to any limitation on remedies set forth in this Agreement.

8.4.2 The terms of this Section 8.4 shall survive termination of this Agreement.

8.5 [Other Termination].

- 8.5.1 In addition to the right to terminate this Agreement pursuant to Section 8.1 above, Owner shall have the right to terminate this Agreement (without liability except as provided in Section 8.5.2 below) at any time upon fifteen (15) days prior written notice to the Developer in the event that certain ground lease by and between Owner and the Developer's affiliate for Project 2 (as defined in the Development Agreement) shall be terminated for any reason other than a default by the Owner thereunder.

- 8.5.2 In the event of termination of this Agreement under Section 8.5, Owner shall pay to Developer all compensation earned through the date of termination that was not previously paid to the Developer for Services performed through the date of termination, and shall make payment on all Applications for Payment submitted and approved by Owner prior to such date of termination, in accordance with the payment procedures set forth in Section 6 or as provided elsewhere in this Agreement) and Developer and all parties claiming by Developer shall vacate the Project, terminate any non-performing contractor or sub-contractor and, at Owner's option, take an assignment of any Contract Documents (to the extent assignable) and complete the Project in an expedient manner and mitigate all costs, expenses or damages.

9. INSURANCE

- 9.1 The Developer shall purchase and maintain throughout the term of this Agreement Worker's Compensation Insurance and Commercial General Liability Insurance covering its activities under this Agreement, in the following amounts:
- Commercial General Liability \$3,000,000 per claim and annual aggregate
- 9.2 Developer shall maintain or cause to be maintained, builder's risk property insurance for the Project.
- 9.3 The Owner shall maintain insurance coverages as determined by the Owner to be required to protect the interests of the Owner in connection with the Project.
- 9.4 The Owner and the Developer waive all rights against each other, and against the Design/Builder, Architect, subcontractors, suppliers, consultants, and agents and employees of the other, for damages covered by any property insurance maintained or required to be maintained in connection with construction of the Project. This Section 9.4 shall survive the expiration or termination of this Agreement.
- 9.5 The insurance coverages required to be maintained by the parties under this Section 9 shall be provided by financially responsible insurance carriers licensed to do business in the State of Michigan.
- 9.6 Developer shall purchase and maintain throughout the term of this Agreement professional liability insurance covering its activities under this Agreement of not less than \$3,000,000 per claim and an annual aggregate, provided such insurance is available at commercially reasonable rates.
- 9.7 All insurance obligations under Section 9.1 may be satisfied by Developer if Developer is named as an additional insured on the insurance to be maintained by Walbridge under the Design/Build Agreement.

10. LIMITATION ON LIABILITY

- 10.1 The Developer shall not be responsible for the design of the Project, for any errors, omissions or other deficiencies in the Drawings and Specifications, for any other error or omissions of the Architect or other consultants, if any, in connection with the Project, or for the failure of the Drawings and Specifications to comply with the requirements of

applicable codes, laws or governmental regulations. Notwithstanding the foregoing, and consistent with its obligations under this Agreement, including without limitation Sections 2.1.3, 2.1.15 and 7.7.6 above, Developer will cause Walbridge to fully perform its obligations under the Design/Build Agreement and enforce same against Walbridge and cause Walbridge to enforce all of the terms and conditions of any subcontract. Furthermore, at City's request, Developer will assign all of Developer's rights under the Design/Build Agreement to the Owner for direct enforcement against Walbridge, which assignment shall be acknowledge and confirmed by Walbridge.

- 10.2 The Developer shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Walbridge or any other contractors and/or suppliers in the performance of their contracts and purchase orders. Notwithstanding the foregoing, and consistent with its obligations under this Agreement, including without limitation Sections 2.1.3, 2.1.15 and 7.7.6 above, Developer will cause Walbridge to fully perform its obligations under the Design/Build Agreement and enforce same against Walbridge and cause Walbridge to enforce all of the terms and conditions of any subcontract. Furthermore, at City's request, Developer will assign all of Developer's rights under the Design/Build Agreement to the Owner for direct enforcement against Walbridge, which assignment shall be acknowledge and confirmed by Walbridge.
- 10.3 In no event shall the Developer or the Owner be liable to the other for special, incidental or consequential damages, including without limitation, loss of profits, revenue or use of capital, or loss of use of the Project, whether based on contract, tort, negligence, strict liability or otherwise, and including indemnification of third party claims for such special, incidental or consequential damages.
- 10.4 The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. MISCELLANEOUS

- 11.1 Except pursuant to the Design/Build Agreement with Walbridge, Developer shall not transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of Owner, which consent may be unreasonably withheld. Regardless of any such consent by the Owner, the obligations of the Developer under this Agreement shall survive any assignment.
- 11.2 “**Developer**” shall at all times be controlled, directly or indirectly, by Ron Boji of Boji Group, LLC, and one or more of the following, John Rakolta, III. of Walbridge Aldinger Company, Victor Saroki of Saroki Architecture or Paul Robertson of Robertson Brothers Homes. For the purposes of this definition, “control” shall mean the power to exercise, directly or indirectly, exclusive authority (whether through contract or otherwise) to direct the management and operations of an entity and whom collectively own at least fifty-one (51%) percent of the outstanding voting interests of such entity.
- 11.3 This Agreement shall be governed by the laws of the State of Michigan.
- 11.4 The Owner and, subject to the terms of Section 11.2, the Developer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

- 11.5 All statutory rights of a contractor and statutory obligations of the Owner with respect to its contractors shall run to both Developer and Walbridge.
- 11.6 This Agreement represents the entire and integrated agreement between the Owner and the Developer with respect to the matters set forth herein and supersedes all prior negotiations, representations, proposals or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Developer.
- 11.7 Nothing contained in this Agreement shall be deemed to give any third party any claim or right of action against the Owner or the Developer which does not otherwise exist without regard to this Agreement. The services of the Developer to advise and consult with the Owner and to monitor the design and construction of the Project shall be performed for the benefit of the Owner and not for the benefit or reliance of Architect, subcontractors, suppliers or others.
- 11.8 Any notice provided for under this Agreement shall be made in writing and shall be deemed duly served (i) by registered or certified United States Mail postage prepaid, in which case such notice shall be deemed effective on the day three (3) business days after the same is deposited with the United States Postal Service, (ii) by a nationally recognized overnight delivery service (*e.g.*, Federal Express), in which case such notice shall be deemed effective on the next business day the same is deposited with such nationally recognized overnight delivery service, or (iii) in person, in which case such notice shall be deemed effective upon delivery, in each case addressed to the following:

If to Developer: Woodward Bates Partners, LLC
Attn: Mr. Ronnie J. Boji
255 South Old Woodward Avenue, Suite 310
Birmingham, Michigan 48009
Email: rboji@bojigroup.com

With a copy to: Lowell D. Salesin, Esq.
Honigman LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304
Telephone: (248) 566-8540
E-Mail: lsalesin@honigman.com

If to Owner: Owner of Birmingham
Attn: Joseph Valentine, Owner Manager
151 Martin Street
Birmingham, MI 48009
Telephone: (248) 530-1809
Email: jvalentine@bhamgov.org

With a copy to: Joseph M. Fazio, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
101 N. Main Street, 7th Floor
Ann Arbor, Michigan 48104
Telephone: (734) 668-7633
Email: fazio@millercanfield.com

With a copy to: Beier Howlett, P.C.
Attn: Timothy J. Currier, Esq.
3001 W. Big Beaver Road, Suite 200
Troy, Michigan 48084
Telephone: (248) 282-1066
Email: tcurrier@bhlaw.us.com

Either party may change its address or designee for purposes of this Section 11 by written notice complying with the provisions of this Section 11.7.

- 11.9 All disputes between the Owner and the Developer arising under or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees, court costs and expenses incurred in connection with such litigation.
- 11.10 The Developer shall indemnify, defend and hold harmless the Owner and the Owner Indemnified Parties, its officers, directors, employees and agents from and against any and all damages, liability, costs and expense (including reasonable attorney's fees) incurred by the Owner and the Owner Indemnified Parties to the extent resulting from the negligence or willful misconduct of the Developer. The provisions of this Section 11.9 shall survive the expiration or termination of this Agreement.
- 11.11 Developer shall comply with all governmental laws, rules, regulations and orders applicable to it or to the Project.
- 11.12 As soon as it has knowledge thereof, Developer will promptly notify Owner of any of the following:
 - 11.12.1 Any occurrence which constitutes a default under the Agreement which materially and adversely affects the Project, the Developer's financial condition or the Developer's ability to comply with its obligations under this Agreement.
 - 11.12.2 After Developer receives any notice of the commencement of (i) any proceeding or investigation by a federal or state environmental agency against it regarding its compliance with any environmental law, rule or regulation, or (ii) any other judicial or administrative proceeding or litigation by or against it.
- 11.13 The Developer hereby represents and warrants to the City, as of the date of this Agreement and as of the Commitment Date, as follows:
 - 11.13.1 It is a duly organized limited liability company, validly existing and in good standing under the laws of the State of Michigan.
 - 11.13.2 . It has the power to execute, deliver and perform under this Agreement in accordance with the terms and conditions of this Agreement and has taken all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.
 - 11.13.3 The execution, delivery and performance of this Agreement will not violate any provisions of, or constitute a default under, any agreement or contract to which it

is a party and, to the best knowledge of Developer, will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity.

11.13.4 To its best knowledge, it is in compliance with all existing laws and regulations applicable to it, the violations of which would or could materially adversely affect its operations or would or could materially adversely affect its ability to fulfill its obligations under this Agreement.

11.13.5 To its best knowledge and, except with respect to that certain case filed against the Owner in the United States District Court for the Eastern District of Michigan on January 28, 2019, as Case No. 2:19-CV-10277-PDP-EAS, no litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, is any such litigation or proceeding presently threatened, against the Developer that, if adversely determined, would or could materially affect its ability to fulfill its obligations under this Agreement.

11.13.6 To its best knowledge, all other written information, reports, papers and data prepared by the Developer and given to the Owner by the Developer with respect to the Project are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the Owner a true and accurate knowledge of the subject matter.

11.13.7 Developer represents and warrants to Owner that neither it nor any of its Affiliates or any representatives of the Developer and its Affiliates (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“**OFAC**”) pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the “**Order**”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “**Orders**”); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

11.13.8 Developer represents and warrants to Owner that to its best knowledge after due inquiry no member of the City Commission and no other officer, employee or agent of the Owner who exercises any function or responsibility in connection with the carrying out of this Agreement has any personal interest, direct or indirect, in the Developer or the Project.

11.14 Developer covenants and agrees that no employee, agent, consultant, officer, or elected official or appointed official of the Owner who exercises or has exercised any functions or responsibilities with respect to this Agreement or the Project, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business, during or after their tenure. The foregoing restrictions shall apply to all activities that are part of the Project, but Developer shall not be deemed to have breached this Section 11.15 if

Developer had no actual knowledge of such person's position, relationship, interest and/or benefit after due inquiry.

- 11.15 No official of Owner (whether elected or appointed), officer, employee, board member, council member (including, without limitation, any member of the City Commission), attorney, agent, representative, advisor, or consultant of the Owner shall have any personal liability under this Agreement or otherwise in any manner arising out of or in connection with the Project.
- 11.16 Where any consent, approval, or other action of the Owner is required or requested under this Agreement, such consent, approval, or other action may be provided by the Manager for the Owner unless such consent, approval, or other action of the Owner requires, or in the discretion of the Manager should be submitted for, the approval of the City Commission pursuant to the express provisions of this Agreement or applicable law.

Signature Page Follows

This Agreement entered into as of the day and year first written above.

OWNER:

CITY OF BIRMINGHAM

By: _____
Name: _____
Its: _____

DEVELOPER:

WOODWARD BATES PARTNERS, LLC

By: _____
Name: _____
Its: _____

List of Exhibits:

Exhibit A – Legal Description of Redevelopment Parcel
Exhibit B-1 – Owner Approved form of Design/Build Agreement
Exhibit B-2 – Preliminary Plans and Specifications
Exhibit C – Guaranteed Maximum Price
Exhibit D – Escrow Agreement

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT PARCEL

Land in the City of Birmingham, Oakland County, Michigan described as follows:

Lots 1 through 8 inclusive, of Schlaack Subdivision as recorded in Liber 8, Page 8 of Plats, Oakland County Records, EXCEPT that part of Lots 3 and 4 beginning at the most Easterly corner of Lot 3; thence South 67 degrees 34 minutes 20 seconds West 50.53 feet; thence North 14 degrees 06 minutes 00 seconds West 50.32 feet; thence North 59 degrees 26 minutes 20 seconds East to the East line of Lot 4; thence Southeasterly along said line to beginning, ALSO EXCEPT the South 24 feet of Lot 8, ALSO that part of vacated Bates Street adjacent to said Lots, and Part of Lot 10, Assessor's Plat No. 27, as recorded in Liber 6, Page 46 of Plats, Oakland County Records described as beginning at the Northwest Lot corner; thence Northeasterly 64.11 feet along the North Lot line; thence South 59 degrees 26 minutes 20 seconds West to the West Lot line; thence Northwesterly to beginning, ALSO all of Lots 11 through 15 inclusive, ALSO Lot 16 EXCEPT the North 40 feet thereof, ALSO All of Lot 19, ALSO EXCEPT part of Lots 3 and 4 of Schlaack Subdivision as recorded in Liber 8, Page 8 of Plats, Oakland County Records, and Part of Lots 10 and 11 of Assessor's Plat No 27, as recorded in Liber 6, Page 46 of Plats, Oakland County Records in parcel described as beginning at a point distant South 63 degrees 11 minutes 50 seconds West 16.85 feet from the Southeast corner of said Lot 11; thence South 63 degrees 11 minutes 50 seconds West 103.15 feet; thence South 59 degrees 26 minutes 20 seconds West 99.61 feet; thence North 14 degrees 06 minutes 00 seconds West 6.42 feet; thence North 59 degrees 26 minutes 20 seconds East 217.53 feet; thence South 30 degrees 33 minutes 40 seconds East 4.01 feet; thence South 63 degrees 11 minutes 50 seconds West 16.19 feet; thence South 26 degrees 48 minutes 10 seconds East 10 feet to the point of beginning, ALSO EXCEPT that part of Lot 11 of Assessor's Plat No. 27, as recorded in Liber 6, Page 46, of Plats, Oakland County Records, described as beginning at the Southeast Lot corner; thence South 63 degrees 11 minutes 50 seconds West 16.85 feet; thence North 26 degrees 48 minutes 10 seconds West 10 feet; thence North 63 degrees 11 minutes 50 seconds East 16.19 feet; thence South 30 degrees 33 minutes 40 seconds East 10 feet to the point of beginning.

EXHIBIT B-1

OWNER APPROVED FORM OF DESIGN/BUILD AGREEMENT

DRAFT

AIA[®] Document A141[™] – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT is made effective as of the day of in the year 2019 (the "Effective Date").
(In words, indicate day, month and year.)

BETWEEN the Developer (also referred to as the “Owner” in this Agreement):
(Name, legal status, address and other information)

WOODWARD BATES PARTNERS, LLC

and the Design-Builder:
(Name, legal status, address and other information)

Walbridge Aldinger LLC
777 Woodward Avenue, Suite 300
Detroit, Michigan 48226

for the following Project:
(Name, location and detailed description)

Design, Procurement, and Construction Services for a _____ SF,
_____ Project, located at:
_____, City of Birmingham, Michigan

The Property Owner of this Project (also referred to as the “City” in this Agreement):
(Name, address and other information)

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

The Owner's Representative (also referred to as the "City's Representative" in this Agreement) for this Project is:
(Name, address and other information)

The Developer 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.

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the City's Criteria set forth in this Section 1.1.

§ 1.1.1 The City's program for the Project: As set forth in Exhibit A to AIA A141.

§ 1.1.2 The City's design requirements for the Project and related documentation: As set forth in Exhibit A to AIA A141.

§ 1.1.3 The Project's physical characteristics: As set forth in Exhibit A to AIA A141.

§ 1.1.4 The City's design and construction milestone dates:

- .1 Design phase milestone dates: As set forth in Exhibit A to AIA A141.
- .2 Construction phase milestone dates: As set forth in Exhibit A to AIA A141.

§ 1.1.5 The Design-Builder shall confirm that the information included in the City's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the City'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.

§ 1.1.6 If there is a change in the City's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.7 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:

City's Authorized Representative:

City's Field Representative:

Parties expressly understand and acknowledge that in no event shall a Field Representative have the authority to approve or authorize any changes to the Contract Sum or extensions to the Contract Time. All changes involving Contract Sum or Contract Time must be approved by the City's Authorized Representative

§ 1.2.2 The persons or entities, in addition to the City's representative, who are required to review the Design-Builder's Submittals are as follows:

[Developer]

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

QAQC Consultant

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

Design-Builder's (Contractor's) Authorized Representative:

§ 1.2.5 Design-Builder's representative shall not be changed without first obtaining Owner's written approval, which shall not be unreasonably withheld, conditioned or delayed.

§ 1.2.6 Design-Builder shall at all times act as an independent contractor, and nothing in the Design-Build Documents is intended or shall be construed as creating any other relationship or designating the Design-Builder as an agent for or joint venturer with Owner. Design-Builder shall at all times be responsible for the actions and omissions of the Consultant, Architect, Contractor, Subcontractors, suppliers, vendors, and other persons and entities performing the Work or any part thereof on behalf of the Design-Builder.

§ 1.2.7 All notices or other communications hereunder to either party shall be (1) in writing, and, if mailed, shall be deemed to have been given on the earlier of actual receipt by the intended recipient or on the third business day after the date when deposited in the United States mail by registered or certified mail, postage pre-paid, or by personal delivery, Federal Express or other recognized and reputable overnight courier, addressed as hereinafter provided, and (2) addressed as follows:

If to the Owner:

With copies to:

If to the Design-Builder: _____

or to either party at such other address as such party may designate, in a notice to the other party given pursuant to the terms above. The parties may mutually agree to deliver and accept notice via electronic mail (Email) during the term of this Agreement.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

☐ Arbitration pursuant to Section 14.4

☒ Litigation in a court of competent jurisdiction

§ 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. Owner hereby objects to any terms or conditions referred to or attached to Design-Builder's invoices or any other documents provided hereafter by the Design-Builder. Design-Builder agrees that such terms and conditions shall be of no force or effect, and Owner's payment of the invoice shall be made only in accordance with the terms of this Contract and shall not be deemed an acceptance of any such terms and conditions, unless such terms and conditions are the result of a written amendment to the Contract or a Change Order.

§ 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.

§ 1.5 Extent of Agreement. Notwithstanding anything stated in this Agreement to the contrary, the Owner and the Design-Builder agree that the City is an intended third-party beneficiary of all the provisions of the Design-Build Documents and shall have the right to enforce the terms and conditions of the Design-Build Documents as applicable, or prevent the breach thereof, or exercise any other right, which may be available to it as a third-party beneficiary of the Design-Build Documents.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work

§ 2.1.1 Payments for Work performed shall be made in accordance with the terms of the Design-Build Amendment.

§ 2.1.3 Compensation for Reimbursable Expenses

§ 2.1.3.1 Reimbursable Expenses include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Contractors, as follows or as otherwise set forth in the Design-Build Amendment:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the actual expenses the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors incurred with no additional markup, plus an administrative fee of ___ percent (___%) of the Expenses incurred.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with all 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 or the City or payment by the Owner or the City.

§ 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.

§ 3.1.3.3 The Architect shall perform its services consistent with the professional skill and care provided by engineers and architects practicing nationally under the same or similar circumstances ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Any designs, drawings, or specifications prepared or furnished by the Architect that contain errors, conflicts, or omissions will be promptly corrected by the Architect and if such error, conflict or omission violates the Standard of Care, the correction shall be at no additional cost to Owner or the City. Owner's or the City's approval, acceptance, use of or payment for all or any part of the Architect's services shall in no way alter the Architect's obligations or Owner's or the City's rights hereunder.

§ 3.1.3.4 Owner or the Design-Builder will not do business with any entity or person where Owner believes that payoffs or similar improper or unethical practices are involved. Design-Builder will: (i) maintain transparency and accuracy in corporate record keeping; (ii) act lawfully in handling competitive data, proprietary information and other intellectual property; and (iii) comply with legal requirements regarding fair competition and antitrust, and accurate marketing. Design-Builder shall not engage in corrupt practices, including public or private bribery or kickbacks.

§ 3.1.3.5 Design-Builder represents and warrants to Owner and the City that neither it nor any of its affiliates or any representatives of the Design-Builder and its affiliates (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

§ 3.1.3.6 Design-Builder represents and warrants to Owner and the City that to its best knowledge after due inquiry no member of the City Commission and no other officer, employee or agent of the City who exercises any function or responsibility in connection with the carrying out of this Agreement has any personal interest, direct or indirect, in the Design-Builder, Design-Builder's affiliates, or the Project.

§ 3.1.4 The Design-Builder shall be responsible to the Owner and to the City 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.

§ 3.1.4.1 The Design-Builder shall be responsible to coordinate its Work with the work to be performed by Owner and/or City-direct contractors and other prime contractors or design-builders at the Project Site, as may be required or necessary for the performance of the Design-Builder's Work in accordance with the Design-Build Documents.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct weekly meetings with the Owner and the City 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 and local utility companies having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner and the City 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:

- .1 Work completed for the period;
- .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 Current Project cash-flow and forecast reports;
- .11 Design-Builder's work force report; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 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 not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, 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.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner in accordance with Section 3.1.9.1.

§ 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 for conformity with the Design Build Documents, (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. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that 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 or within the applicable Standard of Care. 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.

§ 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 indemnify and hold the Owner, the City and their 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 City's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the City'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 in writing. 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, defend, and hold harmless the Owner, the City, including the Owner and the City's agents and employees, Owner and the City's engineers, consultants, and the City's Representative 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 or anyone for whose acts they may be liable. 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. Indemnity obligations set forth in this Section shall survive expiration or early termination of the Agreement.

§ 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 and assigned by the Design-Builder to the City in the event City terminates its contract with the Developer for this Project prior to Final Completion of this Project or prior to arising of such event, 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 (of the City) accepts the assignment of an agreement, the Owner (or the City) 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 45 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 (or the City) under this Section 3.1.15, the Owner (or the City) may further assign the agreement to a successor design-builder or other entity. If the Owner (or the City) assigns the agreement to a successor design-builder or other entity, the Owner (or the City) 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 Insurance Attachment No.1 incorporated into this Agreement.

§ 3.1.16 Miscellaneous Other Requirements.

§ 3.1.16.1 No illegal drugs, tobacco, alcohol, marijuana or any other controlled substance will be allowed on the job site.

§ 3.1.16.2 The Owner may request, in writing with written explanation, the removal and substitution of any person employed by the Design-Builder. Design-Builder's agreement with such request shall not be unreasonably withheld.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT – NOT APPLICABLE

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. Construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 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.

§ 5.2.3 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.

§ 5.2.4 The Design-Builder shall perform, and have its Subcontractors perform, all of the Work in a manner that will not unduly impede the City's separate contractors' work adjacent to this Project Site.

§ 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, 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.

§ 5.3.4 The Design-Builder represents that it is an equal employment opportunity employer and that it will not discriminate in hiring any person for this Project on the basis of race, color, sex, religion, national origin, age, disability, or genetic information.

§ 5.3.5 The Design-Builder will not use its own or affiliated company's sales and rentals departments to purchase or lease equipment for the Project, unless approved in writing by the Owner.

§ 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.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 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.

§ 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 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-Build 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. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 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, shall be included in the allowances unless otherwise agreed by the City, Owner and Design-Builder; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner and the City, if appropriate, shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner or City 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 (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. 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 the rejected person or entity was reasonably capable of performing the Work, the Contract Sum 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. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 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, 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, the City and their separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner and the City regarding Project safety criteria and programs, which the Owner, the City, and their contractors and consultants, shall comply with 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 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner or the City, 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.

§ 5.13.1.3 The Owner and/or the City shall provide for coordination of the activities of the Owner's and/or City's own forces respectively, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate

with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner and/or City until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 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, the Owner may clean up and will allocate the cost among those responsible.

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.

§ 6.1.3.1 The initiation of a Change Order can be accomplished by either the Owner or the Design-Builder issuing a proposal for a change in the Work (each a "Change Order Proposal"). If initiated by the Owner, the Change Order Proposal shall be considered to be a request for pricing ("RFP") for a specific change in the Work. If initiated by the Design-Builder, the Change Order Proposal shall be considered to be a potential change order request ("PCO") for a specific change in the Work. If a PCO is initiated by the Design-Builder, the PCO shall be accompanied by

adequate supporting information to allow the Owner to evaluate the Design-Builder's entitlement and pricing of the Change Order Proposal in accordance with Section 6.1.4.6 below.

§ 6.1.4 The reasonable allowance for overhead and profit combined, excluding the costs of bonds and insurance, that can be included in the total cost of the Change Order Proposal to the Owner, shall be based on the following schedule:

- .1 For the Design-Builder, for any Work performed by the Design-Builder's own forces or by Subcontractors which are owned and controlled by the Design-Builder, five percent (5%) of the cost.
- .2 For the Design-Builder, for Work performed by the Design-Builder's Subcontractor, five percent (5%) of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Subcontractor's own forces, ten percent (10%) of the cost. No additional mark-ups shall be allowed for other additional lower subcontract tiers.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in compliance with Sections 6.3.7.1 through 6.3.7.5. However, the total overhead and profit, including all lower-tier subsubcontractors, subcontractors, and the Design-Builder's mark-ups combined, shall not exceed fifteen percent (15%) of total direct cost of the Change Order Proposal.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts, except those so minor that their propriety can be seen by inspection, those for which unit prices are stated in the Design-Build Documents or subsequently agreed upon, and those as otherwise mutually agreed upon by the Owner and Design-Builder. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

§ 6.1.5 Upon reaching an agreement on time and cost adjustments, if any, with respect to each of the RFPs and PCOs, Owner will issue a Change Order to amend the Agreement accordingly. All parties shall make good faith efforts to process the RFPs, PCOs, and CCOs in a timely manner.

§ 6.2 Change Orders

A Change Order is a written instrument, approved by the City and City's Representative, and signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 A definition of the change in the Work; and
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time; and
- .4 That all Work affected by the change shall be included in the Change Order Proposal. Each Change Order constitutes a full and complete settlement for all of the direct and indirect costs and schedule extension that are associated with the scope of the Work identified within that Change Order. Consideration shall not be given at a later date for additional direct or indirect costs or time not made a part of the original Change Order request arising out of or relating to the scope change that is the basis of the subject Change Order.

§ 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 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 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, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 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 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 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 within five (5) business days or disagrees with the method for adjustment in the Contract Sum, 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 of the Cost of the Work, as such Costs are delineated in the Design-Build Amendment.

§ 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 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 and Design-Builder shall make an interim determination for purposes of issuing a Change Order for the agreed upon change items for the purposes of certification for payment for those costs deemed to be reasonably justified. Parties shall attempt to resolve any open or disputed items in a Change Directive in an expeditious manner and memorialize the same in a Change Order as promptly as commercially reasonable.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum 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.

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 and the City shall furnish information or services required of them by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner and the City shall provide, to the extent under their 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 and the City 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 and City 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 and necessary approvals of local utility companies having jurisdiction over the Project. However, the Design-Builder shall be responsible for preparing the permit drawings and supporting documents, submitting the required permit applications to the authorities having jurisdiction over the Project, and complying with the necessary processes to obtain the required permits to perform the Work, as required by the Design-Build Documents.

§ 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 they have 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 require the Design-Builder to purchase and maintain insurances as set forth in Insurance Attachment No.1 incorporated into this Agreement.

§ 7.3 Submittals

§ 7.3.1 The Owner, in consultation with the City's Representative, 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 and the City have the authority to reject Work that does not conform to the Design-Build Documents. The Owner and the City 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 or the City 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 or the City 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 and the City 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.

§ 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 fails to carry out Work in accordance with the Design-Build Documents, or if the Owner determines that an emergency requires a work stoppage, 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, the City or of a consultant or separate contractor employed by either of them; or by changes ordered in the Work by the Owner; or by labor disputes not solely directed toward the Design-Builder, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended and the Contract Sum adjusted due to any resulting cost increases by Change Order for such reasonable time as the Owner and the City may determine.

§ 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.

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 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 On the twenty-fifth (25th) day of a month for Work projected to be completed the last day of that month, 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 not 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. Only those changes approved through fully executed Change Orders, or as submitted in Section 6.3.9, may be included in requests for payment.

§ 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.

§ 9.3.4 Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (a) a duly executed and acknowledged sworn statement showing all Architect, Engineer, Consultant, Contractor, and Subcontractors with whom the Design-Builder has entered into contracts, the amount of each such contract, the amount requested for each of these parties in the requested progress payment and the amount to be paid to the Design-Builder from such progress payment, together with similar sworn statements from all Contractor and Subcontractors (this may be provided with AIA forms G702 and G703); and
- (b) conditional waivers of construction liens related to such payment applications.

§ 9.4 Certificates for Payment

The Owner shall, within ten (10) business 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 not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to Architect, Engineer, Consultant, Contractor, Subcontractors or for 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 third party caused by the Design-Builder or a party for which the Design-Builder is responsible, unless the Design-Builder has commenced to correct such damage;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents;
- .8 repeated failure of the Design-Builder to provide updated weekly status reports and approved, updated and revised progress schedules;

- .9 the filing of a lien on the Project, except if the lien is the result of Owner's nonpayment of an amount contained in a previously submitted pay application over which no good-faith dispute exists between Owner and the Design-Builder;
- .10 failure to comply with the Key Milestones of the Project Schedule and failure to cure such non-compliance within fourteen (14) days of receipt of written notice from the Owner or the City, unless the Design-Builder provides written assurance with a recovery plan, reasonably acceptable to the City, that the Project will be completed according to the Schedule;
- .11 erroneous estimates by the Design-Builder of the values of the Work performed; or
- .12 default by Design-Builder under one or more of the Design-Build Documents that the Design-Builder is not endeavoring to cure after Owner provided written notice of the default.

§ 9.5.2 The Owner shall not unreasonably withhold any certification for Payment and shall release all undisputed amounts as required herein. When the aforementioned 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, 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 in trust 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.

§ 9.6.8 When a Subcontractor shall complete its portion of the Work, as agreed by Owner and Design-Builder, and the Owner shall make payment in full on account of such portion of the Work, the Design-Builder shall promptly submit a final unconditional release and waiver of all liens from said Subcontractor.

§ 9.6.9 Design-Builder shall ensure that no construction liens, or any encumbrances in the nature thereof or any other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the Design-Builder, or by any subcontractors, sub-subcontractors, materialmen, laborers or other lienors (each, a "Lienor") against the Project in connection with any Work for which Owner has made payment or for which payment is not yet due. Design-Builder shall have the unconditional obligation to notice or transfer any such lien to bond. As a condition to the receipt of each progress payment from the Owner, Design-Builder must furnish a release of lien from each Lienor, for the amount of the previous month's payment, in the statutory form, together with Design-Builder's partial release of lien in the statutory form. Further, as a condition to the receipt of the Final Payment, the Design-Builder shall provide Owner with a final release of lien from each Lienor, in the statutory form conditioned upon receipt of such Final Payment. Each release of lien given to the Owner shall waive and release any lien rights of the Lienor to the extent payment is made with respect to any Work performed through the date of the progress payment to which the lien release applies.

§ 9.6.10 Design-Builder agrees to indemnify, defend and hold the Owner and the City harmless from and against any and all liens or other claims whatsoever filed against the Owner, the City, or City's property by any Lienor for work performed or materials or services furnished in connection with Work for which Design-Builder has been paid or for which payment is not yet due at the time the lien is filed. In the event a claim of lien is filed against the City's property, the Design-Builder shall cause the same to be satisfied within thirty (30) days following the date of filing, or in the alternative, shall cause the claim of lien to be noticed or transferred to bond. In the event any liens are not cleared of record within thirty (30) days of filing, Owner and the City shall have the right to withhold payments equal to the value of such lien in accordance with Section 9.5.1.9, and Owner and the City shall be entitled to all other remedies available at law or in equity. The provisions of this Section shall be deemed an independent covenant of the Design-Builder and shall be effective with respect to all work performed and materials or services furnished under any Change Orders between Owner and Design-Builder or any other agreement for extra work with respect to the Project.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate of Payment for undisputed amounts, through no fault of the Design-Builder, within the time required by the Contract Documents, then the Design-Builder may, upon fourteen (14) days additional written notice to the Owner, stop the Work until payment of the undisputed amount due and owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable actual costs of shut down, delay and start-up, plus interest, if any, 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. At a minimum, the date of Substantial Completion shall not precede the day on which the Owner approves the Work (which approval shall not be unreasonably delayed or withheld) and a Certificate of Occupancy (either temporary or permanent) ("C of O") is issued for the entire Project by the local code officials, unless such C of O is not issued because of items not within Design-Builder's Scope of Work. In the case of multiple C of O's, the date of Substantial Completion shall be the date when the last C of O covering the Project is issued.

§ 9.8.1.1 Substantial Completion shall not be deemed to occur, and the Work will not be considered suitable for Substantial Completion review, until each of the following has been met: (i) all Project systems included in the Work are operational as designed and scheduled; (ii) all designated or required governmental inspections and certifications have been made and posted; (iii) a temporary or final certificate of occupancy with respect to all portions of the Work has been issued; (iv) designated instruction of Owner's or City's personnel in the operation of all systems have been completed; (v) all final finishes within the Contract are in place subject to Punch List; (vi) the

Project is available to the Owner for occupancy for use intended, as to all of (i) – (vi), subject to agreed correction and completion of Punch List items; and (vii) the Design-Builder has submitted to the Owner for review and acceptance a certificate which states that the Work has been substantially completed in accordance with the Contract Documents and all subcontractor and Design-Builder waiver of lien certificates accurately reflecting all payment made up to Substantial Completion.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner and the City agree to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner and the City a comprehensive list of items which do not interfere with the Owner's intended use but need to be completed or corrected prior to final payment (the "Punch List"). The Punch List shall also indicate the cost of completing the items on the Punch List (the "Punch List Cost"). 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 Punch List, the Owner and the City will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Design-Build Documents so that the City 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 notification by the Engineer. In such case, the Design-Builder shall then submit a request for another inspection by the Owner and the City to determine Substantial Completion. Any items discovered by the Owner or the City during the inspection which are not on the Punch List should be included in the Punch List and shall be addressed by the Design-Builder. Should the Owner or the City have reasonable justification to disagree with the estimated Punch List Cost provided by the Design-Builder, the Owner and the City may determine the reasonable Punch List Cost.

§ 9.8.4 The Design-Builder will complete items on the Punch List promptly after receipt of approval of the Punch List from the Owner or receipt of an updated Punch List. If the Design-Builder fails to complete all items of the Punch List within thirty (30) days or such other reasonable period that is mutually agreed upon by the Owner and Design-Builder, the Owner will reserve the right, after written notice to the Design-Builder, to have the remaining Work completed by any reasonable means, and the reasonable cost of such Work will be deducted from the final payment due to the Design-Builder. Required warranty durations as defined elsewhere within the Agreement or General Conditions shall not be affected by partial occupancy by the City.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, upon written request from the Design-Builder, the Owner, in consensus with the City, will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 to the Owner and Design-Builder for their written acceptance of responsibilities assigned to them in such Certificate and Owner shall be provided a list of warranties which take effect. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applicable to such Work or designated portion thereof, less 150% of the Punch List Cost, which shall be released as part of the Final Payment. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents. As a condition precedent to Final Payment of the Work and the release of the retainage, the Owner shall certify that the items on the Punch List have been completed and the Design-Builder will provide i) certificates of testing, inspection or approval as required by the Design-Build Documents, ii) any required equipment and systems guarantee certificates (including the Design-Builder's and all subcontractors one or two year warranty as described in Section 11.2.2.1 below), iii) all operation and maintenance manuals iv) and all building keys, and shall assign to the City for direct enforcement all warranties required by the Design-Build Documents applicable to the Work.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The City 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 of Work is Substantially Complete, provided the Owner, the City, 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 among the Owner, the City, and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, the City, 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) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, a Subcontractor, 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.

§ 9.10.6 Owner shall have the right to make payment (either directly or by joint or multiple party check) in the amount agreed to by the Design-Builder to any lienor listed on Design-Builder's partial or final affidavit as unpaid, or any other lienor who has given written notice to Owner or whose existence is otherwise known to Owner, provided that in the event City has assumed this Agreement from the Owner then the City may withhold payments to any subcontractor with whom a dispute exists. Owner shall not directly pay any lienor for claims of lien which have been transferred to bond. Design-Builder shall be a party on all joint or multiple party checks issued by Owner or the City. Endorsement by any payee of a joint or multiple party check shall be deemed payment to that party for the full amount of the check. Design-Builder's acceptance of the Final Payment shall release Owner and the City from any further liability for any additional payments or compensation in connection with the construction of the Work, unless otherwise agreed in writing at that time.

§ 9.10.7 All applicable procedures defined in Section 9.10 shall apply to any close-out of "early completion" subcontracts.

§ 9.11 Accounting Records

§ 9.11.1 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 this Contract and to substantiate payment. The accounting and control systems shall be Design-Builder's customary accounting systems as acceptable to the City. 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, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract but only as necessary to substantiate its Cost of the Work as required by the Design-Build Amendment. 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.

§ 9.11.2 Except for Work which is subcontracted for on a lump sum basis, Design-Builder shall keep and shall require each subcontractor to keep accurate books of records and accounts in accordance with sound accounting principles of all costs for work performed and all other costs incurred in connection with the Project for which they seek payment. Without limiting the foregoing, the materials kept by Design-Builder and/or subcontractors shall include records necessary to evaluate and verify direct and indirect costs, including overhead allocations as they apply to costs associated with the Project, together with any other records, documentation or accounting data or information reasonably required by the Owner. Upon Final Completion of the Project, the following Project records maintained by the Design-Builder, its Architect, Consultants, Contractors and subcontractors shall be turned over to the City. A list of the Project records is as follows:

1. All design drawings, specifications, ASIs, Bulletins, and other deliverables from the Architect in editable (AutoCAD or equivalent format), PDF format, and at least one set of hard copy.
2. Meeting minutes from all design review meetings.
3. All bid packages, Requests for Pricing/Proposal (RFPs), Requests for Quotations (RFQs), related communications with the bidders, related meeting minutes.
4. All permit sets, permits, government approvals
5. Site plans, site plan approvals/comments
6. Community impact studies and related backup documents.
7. All bids, bid evaluations, contracts, subcontracts, purchase orders, change orders, amendments
8. All PCOs, related pricings, Construction Change Directives (CCDs), Change Order Requests (CORs), Contract Change Orders, Amendments to the Design-Build Agreement.
9. All Requests for Information (RFIs), Submittals, Shop Drawings, Samples, related reviews and comments received from the Architect, Owner, City, and the City's Representative.
10. All meeting minutes (daily, weekly, monthly, special purpose, other).
11. All safety and quality records, related non-conformances, related corrections.
12. All daily construction reports, visitor records, weather records.

13. All payment applications and related detailed backup including lien waivers, sworn statements, affidavits, etc. from the Design-Builder and all tiers of subcontractors and vendors.
14. All records of payment receipts by the Design-Builder and payments to its contractors, consultants, subcontractors, vendors, etc.
15. All project budget and project cost reports, project accounting records.
16. All project schedules (weekly updated reports, delay notices and related backup, monthly reports, base schedules, schedule amendments, 2-week and 4-week lookahead reports, etc.) in PDF format.
17. Base contract schedule and monthly updated project schedule in native (.xer or equivalent Primavera) format to be submitted monthly to the City and provided on a flash drive upon Project Completion.
18. All bond and insurance certificates, insurance renewals, notice and claim information.
19. All weekly, monthly Project reports.
20. All punchlist records, related correction records, City and Architect, Engineer walkthrough and inspection reports.
21. All records related to temporary and permanent certificates of completion, certificates of occupancy, Fire department inspection records, etc.
22. All other final permits and government approvals for the Project.
23. Copies of Substantial and Final Completion Certificates and related backup documents.
24. All warranties, O&M manuals, samples, attic stock information, keys, training manuals, and other Project Close-out materials.
25. A detailed list of Design-Builder and subcontractor contacts related to the enforcement of warranties.
26. Any other Project documents specifically required to be maintained by the Design-Build Documents.

§ 9.11.3 The records identified in Section 9.11.2 shall be available to Owner upon request for examination and audit at a mutually convenient time within five (5) working days of such request. Such audits may require Owner's inspection and copying from time to time of the Records. Owner's authorized representatives shall have access to the Design-Builder's and Subcontractor's facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Section 9.11.2. Subject to the City's FOIA requirements, the Owner shall insure the confidentiality of all records obtained from the Design-Builder or Subcontractors. Design-Builder shall require all Subcontractors to comply with the provisions of Section 9.11.2 by insertion of the requirements thereof in any written agreement between Design-Builder and subcontractor.

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 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 damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property 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, the City, or anyone directly or indirectly employed by them, or by anyone for whose acts they 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.

§ 10.2.9 Design-Builder agrees to remain responsible for the reasonable preservation and protection of the Work during work stoppages or delays and further agrees to protect the Work from deterioration and/or damage until such time as the Work is accepted by Owner and shall be reimbursed for any resulting costs plus reasonable mark-up for overhead and profit unless such work stoppage or delay was caused by Design-Builder. If such delays or work stoppages are the fault of Design-Builder, no additional payments (except insurance proceeds) will be made by Owner to repair damage or restore deterioration, or otherwise correct deficiencies. Design-Builder shall protect, as may be affected by execution of the Work, adjoining private or municipal property, including, but not limited to, buildings and structures, foundations, landscaping, parking areas, walkways and underground systems, and shall provide barricades, temporary fences, and covered walkways required to protect the safety of passers-by, as required by local building codes, ordinances or other laws, or the Design-Build Documents. Design-Builder shall, as a component of the Contract Sum promptly repair any damage or disturbance to walls, utilities, sidewalks, curbs, exterior alleys, streets, and driveways and the property of third parties (including municipalities) caused by Design-Builder, its Subcontractors, its Sub-subcontractors, its material suppliers, its equipment suppliers, or its laborers.

§ 10.2.10 Areas of the Project site which may be used by Design-Builder are limited and shall be approved by Owner and any authorities having jurisdiction over the site before Design-Builder commences the Work. Owner and the City shall have the right to reasonably change the location of such areas from time to time upon reasonable notice to Design-Builder, subject to reimbursement of any costs incurred. Further, Design-Builder acknowledges that areas for parking vehicles and storing equipment and materials at the jobsite are limited. Design-Builder shall provide adequate supervision to ensure that no subcontractor or others performing the Work violate any of the foregoing restrictions. In the event utilities are not available at the project site, Design-Builder shall make arrangements for and furnish, at Design-Builder's cost and expense, all water, electricity, lighting and other utilities and equipment as are necessary to complete the Work. If necessary, Temporary toilet facilities shall be provided and maintained at Design-Builder's expense for the use of all workmen and workwomen on the Project. The temporary toilets shall be located in a reasonable location, subject to Owner's reasonable approval and shall be relocated inside the building or connected to the sewer system serving the Project as soon as work will reasonably and customarily allow. The temporary toilets shall be kept in a sanitary condition in accordance with general industry practices. Design-Builder shall be responsible for obtaining all necessary permits and approvals for the installation and use of the temporary facilities.

§ 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 reimburse the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, for all 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, defend, and hold the Owner and the City harmless for the cost and expense the Owner or the City 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 reimburse 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.

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 two years (as to structural issues), or within one (1) year (as to all other elements), after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.8, 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 applicable 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 or two year period (as specified in Section 11.2.2.1 above), or longer as applicable, 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.

§ 11.2.3 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 or two-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.

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 City a transferable, irrevocable, and exclusive license to use the Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project. The license granted under this section permits the Owner and the City to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service for use in performing services or construction for the Project. For purposes of this Article 12, (i) the license to use the Instruments of Service shall be “transferable” by the Owner only in connection with a sale or other transfer of the Project, but shall not permit the Owner to transfer such Instruments of Service independently of the Project, and (ii) the exclusivity of such license to use the Instruments of Service with respect to the Developer and Walbridge Aldinger is limited to this Project only, with the Architect retaining its right to use the copyrighted portions of the Instruments of Service on other projects. However and notwithstanding the forgoing, in the event City cancels, suspends, or delays the Project for any reason whatsoever, the City has the right to use the Instruments of Service whether or not the size, scope, or location of the Project remains the same and whether or not the Developer, Design-Builder, and/or the Architect remain the same as contemplated in this Agreement.

§ 12.3.1 The Design-Builder shall obtain exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the City under this Article 12. The Design-Builder’s licenses from the Architect and its Consultants and Contractors shall also allow the City, 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 transferable, irrevocable and exclusive license for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) assumes responsibility for 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 City’s alteration or unauthorized 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 unauthorized 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.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Intentionally deleted.

§ 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 ninety (90) 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:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Owner has suspended the Work pursuant to Section 13.2.3 hereof for more than ninety (90) days;
- .4 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reasons for withholding certification as provided in Section 9.5.1; or
- .5 Because the Owner has not made payment of undisputed amounts on a Certificate of Payment within the time stated in the Design-Build Documents and a thirty-day notice and cure period has passed without a corrective action by the Owner; or
- .6 The Owner has failed to furnish to the Design-Builder promptly, upon 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 after the Work has been commenced, the Design-Builder may, upon thirty (30) days' written notice and an opportunity to cure any default under the Agreement (and as for non-monetary defaults, such longer time as is reasonable under the circumstances) to the Owner, terminate the Contract and recover from the Owner payment for the Work executed, including costs incurred by reason of such termination, and Design-Builder's fee allocable to the Work completed in accordance with the Design-Build Documents. All prior payments received by Design-Builder shall be applied to the amounts due hereunder.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 After written notice to the Design-Builder and reasonable opportunity to cure any default under this Agreement, the Owner may terminate the Contract if the Design-Builder

- .1 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 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;
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents;
- .6 files a petition under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Design-Builder without his consent and is not dismissed within ninety (90) days;
- .7 fails to comply with Construction Change Directives that Design-Builder has not previously questioned as to Owner's ability to fund the directive or as to its appropriateness under applicable law, regulation or ordinance;
- .8 repeatedly fails to cooperate or otherwise interferes with the Owner's exercise of any right or remedy provided in the Design-Build Documents;
- .9 if the Design-Builder becomes insolvent, or if the Design-Builder consents to the appointment of a receiver, trustee, liquidator, custodian or the like of the Design-Builder or of all or any substantial portion of its assets, or if a receiver, trustee, liquidator, custodian or the like is appointed with respect to the Design-Builder or takes possession of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days of the appointment, or if the Design-Builder makes an assignment for the benefit of creditors;
- .10 there is reasonable evidence that the Work will not be completed within the Contract Time and Design-Builder remains behind Schedule for fifteen (15) days after Written Notice from the Owner or the City that Design-Builder is behind Schedule; or
- .11 the Ground Lease for Project 2 is terminated.

§ 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, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials and equipment that belong to the Project;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .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 Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. 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 Contract Time, if applicable and if substantiated, shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for 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

Intentionally deleted.

§13.3 OBLIGATIONS UPON TERMINATION

In the event of any termination of the Agreement on whatever basis:

§ 13.3.1 The Design-Builder shall execute and deliver all such documents and take all such steps, including the assignment of the Design-Builder's contractual rights under subcontracts and other agreements, as the Owner may reasonably request or require for the purpose of fully vesting the Owner with the rights and benefits of the Design-Builder with respect to the Project that the Owner shall have elected (or be required under this Agreement) to assume responsibility.

§ 13.3.2 The parties shall remain responsible for all of their respective obligations and liabilities accrued or based upon events occurring prior to the date of termination, and those obligations and liabilities shall survive the termination.

§ 13.3.3 To the extent reasonably applicable, the Design-Builder's compliance with the documentary requirements for Final Payment set forth in Article 9 shall be a conditioned precedent to the Design-Builder's receipt of payment and termination costs hereunder.

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 and unless other time frames are required by the Design-Build Documents, 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 mediation in Section 14.2.1 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 for all items not in dispute 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, 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 (if claim is related to an Emergency) 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 Within five (5) business days from the commencement of a delay, Design-Builder shall submit to the Owner's Representative, in writing, a notice of the delay (a "Delay Notice"). Such Delay Notice shall, at a minimum, describe the nature and cause of the delay. The Design-Builder's failure to give such notice to the Owner shall deprive the Design-Builder of his ability to request an adjustment to the Contract Time or the Contract Sum for any period (5) business days prior to such notice. In the case of a continuing cause of delay, only one Delay Notice shall be necessary. The giving of such notice shall not of itself establish the validity of the cause of delay, of the extension of the time for completion or of an increase to the Contract Sum. Submission of reports and/or updates required at regularly scheduled meetings or as a part of a regularly submitted report shall not constitute such notice.

Within fourteen (14) days from the commencement of a delay, Design-Builder shall submit to the Owner's Representative, in writing, a preliminary estimate of the impact of said delay on the Project Schedule and provide a recovery plan to mitigate the delay.

Within fourteen (14) days from the resolution of the delay, Design-Builder shall submit to the Owner's Representative a claim for an adjustment to the Project Schedule which shall include all documentation supporting the claim. Such submittal shall include a detailed description of all changes in activity durations, logic, sequence, or otherwise in the Project Schedule. The Design-Builder will make all reasonable efforts to mitigate the impact of delays and resolve Design-Builder claims resulting from delays as quickly as possible. In no event shall the Owner be required to extend the Contract Time or increase the Contract Sum for time periods or expenses incurred five (5) business days prior to its receipt of the Delay Notice.

Upon the occurrence of any circumstance of Excusable Delay (defined as any delay to the extent not caused by Design-Builder, its architect, consultants, subcontractors or suppliers), Design-Builder shall use its reasonable best efforts to continue to perform its obligations under this Contract. Design-Builder shall notify Owner of the steps it proposes to take, including any reasonable alternative means for performance which are not prevented by Excusable Delay. In any such case, Design-Builder shall use commercially reasonable efforts to mitigate all such costs and impacts on the Project Schedule. Design-Builder shall not be permitted to claim an event of Excusable Delay, and no change for Design-Builder's benefit will arise, on account of the following:

- .1 vendor or supplier non-performance, except to the extent such non-performance is caused by an event of Excusable Delay;
- .2 Design-Builder's non-payment of Taxes for which it is responsible;
- .3 customs procedures, except for material changes in such procedures after the Effective Date;
- .4 delay in applying for and/or pursuing, or failure to obtain or maintain, any government approval not constituting a change in the applicable law for which it is responsible;
- .5 noncompliance with the applicable law, except for changes thereof after the Effective Date;
- .6 normal unfavorable weather (excluding tornadoes, hurricanes and other catastrophic weather phenomena) and other Site-related conditions not constituting Owner's site risks;
- .7 delay in, or failure to, import, transport to, or store or house at the Project site all necessary tools, equipment, materials and supplies and personnel to perform the Work, except to the extent such nonperformance may be caused by an event of Excusable Delay;
- .8 the unavailability at the Project site of all necessary water and other utilities;
- .9 failure to perform under this Contract by Design-Builder caused by its failure to engage qualified Subcontractors, to hire an adequate number of personnel or labor or to perform the work and its obligations in an efficient manner; or
- .10 flaws in the Work requiring Design-Builder to redesign or re-engineer any portion of the Work.

§ 14.1.6.3 If adverse or sustained abnormal weather conditions are the basis for a Claim for additional time, such Claim will be considered only when there is substantial deviation from historical data or the Project has been physically damaged as a result. The Design-Builder shall substantiate that there was substantially greater than normal inclement weather, considering the full term of the Contract Time, using accumulated record mean values from climatological data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Project locale. In the case of a continuing cause of delay, only one request is necessary. The Design-Builder agrees that extensions of time will not be granted, unless the Work so affected is on the Critical Path of the Project Schedule or moves onto the Critical Path because of the length of the delay.

§ 14.1.7 Claims for Consequential Damages

§ 14.1.7.1 The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract and neither shall be liable for such damages to third parties. This mutual waiver includes:

(a) damages incurred by the Owner for rental expenses, for losses of use income, profit, financing, business opportunities and reputation, and for loss of management or employee productivity or of the services of such persons (except in the case of any claims arising out of or related to the Design-Builder's or its Subcontractors, Sub-subcontractors or suppliers' intentional misconduct, fraud, Intellectual Property infringement, noncompliance with applicable laws); and

(b) damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business opportunities and reputation, and for loss of profit except anticipated profit arising directly from the completed Work (except in the case of any claims arising out of or related to the Owner's intentional misconduct, fraud, Intellectual Property infringement or noncompliance with applicable laws).

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of Liquidated Damages, when applicable, in accordance with the Design-Build Documents.

§ 14.1.7.2 Notwithstanding anything to the contrary, the right of Owner or the City to recover consequential damages shall not be waived against any insurance carrier issuing an insurance policy that is provided by the Design-Builder for the Project with the express purpose of providing coverage for consequential damages, and Owner and the City specifically reserves all rights and claims against such insurance carriers to recover such consequential damages to the extent there is no right of subrogation or right of recovery for such damages back against the Design-Builder.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation 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, 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 final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 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.

§ 14.2.8 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.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect as of the Effective Date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreeable venue located in Oakland County, Michigan. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 LITIGATION

§ 14.4.1 Owner and Design-Builder hereby (a) irrevocably consent and submit to the jurisdiction of any Federal, state, county or municipal court sitting in or presiding over Oakland County, Michigan, in respect to any action or proceeding brought therein concerning any matters arising out of or in any way relating to this Agreement; (b) expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed; (c) irrevocably waive all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceeding; (d) agree that the laws of the State where the Project is located shall govern in any such action or proceeding and waive any defense of any action or proceeding granted by the laws of any other jurisdiction unless such defense is also allowed by the laws of the State where the Project is located; and (e) agree that any final judgment rendered in any such action or proceeding shall be conclusive and may be entered in any other jurisdiction by suit on the judgment or in any other manner provided by law and expressly consent to the affirmation of the validity of any such judgment by the courts of any other jurisdiction so as to permit execution thereon.

§ 14.4.2 WAIVER OF JURY TRIAL. OWNER AND DESIGN-BUILDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THE CONTRACT DOCUMENTS, THE PERFORMANCE OF THE WORK, OR THE PROJECT.

§ 14.5 In no event shall Design-Builder have any recourse against the partners, officers, directors, employees, or agents of Owner or the City in connection with the obligations and liabilities of the Owner hereunder. The Owner, the City, their partners, and representatives will have no personal liability with respect to any of the provisions of the Agreement. In no event shall Owner, or the City have any recourse against the partners, officers, directors, employees or agents of Design-Builder in connection with the obligations and liabilities of the Design-Builder hereunder. Design-Builder, its partners, and its representatives, will have no personal liability with respect to any provisions of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 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 purchaser of the Owner, an affiliated or related entity of the Owner, or lender providing construction financing for the Project. In such event,

such assignee shall assume 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 The Design-Builder shall perform its services consistent with the professional skill and care provided by design-builders practicing nationally under the same or similar circumstances ("Design-Builder's Standard of Care"). Design-Builder's liability for errors, conflicts or omissions in the designs, drawings and specifications shall be limited to a violation of the Design-Builder's Standard of Care referenced in this Section.

§ 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.

§ 15.4.3 No party's waiver of a breach of any provision of this Contract shall not constitute a waiver of any succeeding breach of the same or any other provision.

§ 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, except for those costs identified in Section 15.5.3 below, 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 Intentionally deleted.

§ 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.

§ 15.9 Miscellaneous

§ 15.9.1 To facilitate execution of this Agreement, including any exhibits and schedules attached thereto and incorporated therein, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

§ 15.9.2 The provisions of this Agreement are severable. If any paragraph, or part thereof, sentence or provisions of this instrument shall be invalid or unenforceable, it shall not affect any of the remaining provisions of this instrument, and all provisions shall be given full force and effect separately from the unenforceable or invalid section, subsections, paragraph, sentence or provisions, as the case may be. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable and if any provision of this Agreement is declared invalid or unenforceable for any reason other than over breadth, the offending provision will be modified so as to maintain the essential benefits of the bargain between the Owner and Design-Builder to the maximum extent possible, consistent with applicable law.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 This AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 Insurance Attachment No. 1 incorporated into this Agreement
- .3 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, as modified by the parties, including all the Schedules incorporated therein.

This **Agreement** is entered into as of the day and year first written above.

OWNER (DEVELOPER) *(Signature)*

(Printed name and title)

(Date of the Signature)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

(Date of the Signature)

Insurance Attachment No. 1 to AIA A141 – 2014 Agreement between Owner and Design-Builder

This Attachment is executed simultaneously with, and as part of, that certain AIA Document A141 Standard Form of Agreement between Owner and Design-Builder, 2014 Edition (the "Agreement"), as modified by the Owner, between _____ as the Design-Builder, and _____, as the "Owner." As used in this Attachment, capitalized terms will have the same meanings given to them in the Agreement, unless otherwise indicated. The terms and conditions of the Agreement and other Design-Build Documents (including, without limitation, the Contractor's assumptions and qualifications, if any) are incorporated into this Attachment, and vice versa, so that the Agreement, the other Design-Build Documents and this Attachment shall be deemed to be one instrument; provided that and notwithstanding anything to the contrary in the Agreement or other Design-Build Documents to the extent the amendments or modifications contained in this Attachment conflict with the provisions of the Agreement or other Design-Build Documents, the terms and provisions of this Attachment shall govern.

In consideration of the Agreement, Owner and Design-Builder hereby agree that the Owner-Design-Builder Agreement as modified by the Owner, and other Design-Build Documents are amended and modified as follows:

1.0 DESIGN-BUILDER'S INSURANCE; CERTIFICATES.

1.1 The Design-Builder shall procure and maintain, during the life of this Contract (and for six [6] years after final acceptance by the Owner and the City in the case of completed operations coverage), insurance with a carrier licensed to do business in the state in which the Project is located and a AM Best Rating of no less than A-. The Design-Builder shall pay for, the following types and minimum amounts of insurance:

- (a) Commercial general liability insurance ("CGL") covering all operations, including legal liability and completed operations/products liability (including business interruption), with minimum limits of Two Million Dollars (\$2,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) General Aggregate. Such liability insurance shall provide Blanket Broad Form contractual coverage and Blanket XCU, which covers explosion, collapse and underground hazards, with a cross liability endorsement for the benefit of the Owner and all insured subcontractors; and
- (b) Excess liability coverage with following form limits over the primary liability limits, including completed operations coverage, in the amount of Ten Million Dollars (\$10,000,000), written on an occurrence/annual aggregate basis using a follow form policy; and
- (c) Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the work with minimum limits of One Million Dollars (\$1,000,000) combined single limit per occurrence; and
- (d) Workers' compensation insurance in a form prescribed by the laws of the State or Commonwealth in which the Project is located. Workers' compensation insurance shall include Policy endorsements providing an extension of the policy to cover the liability of the insured under "All States Operations". The Design-Builder shall provide employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000);
- (e) Physical damage insurance covering owned or rented machinery, tools, equipment, office trailers and vehicles, with limits of not less than One Hundred Thousand Dollars (\$100,000) or such larger amounts as necessary based upon the value of the rented equipment; and
- (f) Project Engineer/Architect engaged by the Design-Builder for this Project shall carry Professional Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. Project Engineer/Architect shall maintain this

coverage in effect during the term of this Agreement and for three (3) years after the date of Substantial Completion of the Project. In the event this is a claims-made form, the retroactive date shall be the same as or earlier than the Effective Date of this Agreement which shall also apply to any substitute, renewal or replacement policy.

1.2 All insurance required under Section 1.1 shall be with companies and on forms acceptable to the Owner. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner prior to commencing any construction activities at the Project Site or mobilizing to the Project Site.

1.3 The Design-Builder shall require its subcontractors to procure and maintain the same types of insurance coverages as required hereunder of the Design-Builder with the exception of certain lower limits for only those types of insurance as set forth below with the balance of the insurance requirements remain applicable as set forth in this Attachment and in the Contract Documents:

(a) All Subcontractors that will not use cable operated hoisting equipment to perform their Work will be required to provide a Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) General Aggregate; Excess liability coverage with following form limits over the primary liability limits, including completed operations coverage, in the amount of Two Million Dollars (\$2,000,000) for three years after Substantial Completion of the Project in the case of completed operations coverage.

(b) All Subcontractors that will use cable operated hoisting equipment to perform their Work will be required to provide a Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) General Aggregate; Excess liability coverage with following form limits over the primary liability limits, including completed operations coverage, in the amount of Five Million Dollars (\$5,000,000) for three years after Substantial Completion of the Project in the case of completed operations coverage.

2.0 **CANCELLATION; ADDITIONAL INSURED.** Each contract of insurance required under Section 1.0 of this Attachment above (except Workers' Compensation) shall contain clauses to the effect that the same may not be reduced or canceled on less than thirty (30) days' prior written notice to the Owner and the City. In the event of such expiration or cancellation notice, Design-Builder shall obtain equivalent insurance coverage from other insurance companies prior to the expiration or cancellation of the original insurance coverage. The Insurance Certificates shall specifically state that the presence on the Site of representatives of the Owner or the City or the participation by the Owner or the City's representatives in the Project shall not invalidate the applicable insurance, and violation of the terms of any other policy issued by the insurer shall not by itself invalidate the policy. Each liability policy (except the professional liability policy under Section 1.1 f and the worker's compensation policy under Section 1.1 d) required hereunder shall name as additional insureds the Owner, the City, their representatives, and all their affiliates, including the respective parent companies, any subsidiary, related and affiliated companies of each of the previous entities and the officers, directors, agents, employees and assigns of each. The insurance required by Section 1.0 of this Attachment above shall be primary and non-contributory with respect to any other insurance available to said additional insureds their insurance being excess, secondary and non-contributing.

3.0 **INTENTIONALLY OMITTED.**

4.0 **DESIGN-BUILDER AND SUBCONTRACTOR DEDUCTIBLES.** Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of \$500,000 without the prior written approval of Owner.

5.0 **AGGREGATE LIMITS REINSTATED.** Owner must be notified immediately upon knowledge of possible claims against Design-Builder that might cause a reduction below fifty percent (50%) of any aggregate limit of any primary policy. Failure to obtain and maintain the required insurance shall constitute a material default hereunder.

6.0 **CLAIMS.** The Design-Builder and its Subcontractors and Sub-subcontractors shall reasonably assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner, the Architect and of the Design-Builder, its Subcontractors and Sub-subcontractors in all litigated claims and

demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.

7.0 BONDS. The Design-Builder, Contractor and Subcontractors shall provide payment and performance bonds in a form substantially similar to AIA Document A312-2010 in amounts not less than one hundred (100%) percent of the Contract Value or subcontract amount, identifying the City as an additional obligee beneficiary in connection with said bonds being issued by an insurance company or surety authorized to conduct business in the State of Michigan with a financial rating not lower than [A] as listed in A.M. Best Key Rating Guide, current edition.

7.1 The Design-Builder may elect to enroll the Subcontractors in the Design-Builder's subcontractor default insurance program or required them to be bonded in a form substantially similar to AIA Document A311-1970 in amounts not less than one hundred (100%) percent of the subcontract amount, identifying the City as an additional obligee beneficiary in connection with said bonds being issued by an insurance company or surety authorized to conduct business in the State of Michigan with a financial rating not lower than [A] as listed in A.M. Best Key Rating Guide, current edition.

7.2 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.

8.0 OWNER'S LIABILITY INSURANCE

The Owner shall maintain its usual liability insurance.

§ 8.1. PROPERTY INSURANCE

§ 8.1.1 The Design-Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" policy form in the amount of the construction project. Such builder's risk 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 such insurance, until final payment has been made to the Design-Builder or until no person or entity other than the City has an insurable interest in the property required by this Section 8.6 to be covered, whichever is later. This insurance shall include interests of the Owner, the City, the Design-Builder, Subcontractors and Sub-subcontractors in the Project, and the Design-Builder, Subcontractors and Sub-Subcontractors shall be additional named insureds under the policy.

§ 8.1.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage.

§ 8.1.3 If the property insurance requires deductibles, the Design-Builder shall be responsible for the cost of deductibles for this policy.

§ 8.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 8.1.5 Partial occupancy or use in accordance with the terms of the Agreement shall not commence until the insurance company or companies providing property insurance 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.

§ 8.1.6 Prior to execution of the Design-Build Amendment, the Design-Builder shall provide the Owner and the City a copy of the Builders Risk Insurance Policy required by this Section 8.1, so that the Owner and the City can review the policy and determine if additional insurance coverages are reasonably necessary, with the costs related thereto added to the Contract Sum. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

§ 8.2. BOILER AND MACHINERY INSURANCE

The Owner or City may purchase and maintain boiler and machinery insurance required by the Design-Build

Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Design-Builder, Subcontractors and Sub-subcontractors in the Work, and the Design-Builder, Subcontractors and Sub-subcontractors shall be named an additional insured.

§ 8.3 LOSS OF USE INSURANCE

The City, at its option, may purchase and maintain such insurance as will insure the City against loss of use of the City's property due to fire or other hazards, however caused.

§ 8.4 WAIVER OF SUBROGATION

The Owner, City and Design-Builder waive all rights against each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other 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 required to be obtained under this Attachment No. 1 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance. Except as otherwise provided herein, 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.

End of Insurance and Bond Requirements.

DRAFT AIA® Document A141™ - 2014

Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the day of in the year 2019 (the "Agreement")

for the following PROJECT:
(Name and location or address)

Design, Procurement, and Construction Services for a SF,
Project, located at:

, City of Birmingham, Michigan

THE DEVELOPER (referred to as the "Owner" in this Design-Build Amendment):
(Name, legal status and address)

WOODWARD BATES PARTNERS, LLC

THE DESIGN-BUILDER:
(Name, legal status and address)

Walbridge Aldinger LLC
777 Woodward Avenue, Suite 300
Detroit, Michigan 48226

The Property Owner of this Project (also referred to as the "City" in this Design-Build Amendment):
(Name, address and other information)

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

The Owner's Representative (also referred to as the "City's Representative") for this Project:
(Name, address and other information)

The Developer 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.

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.

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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 MISCELLANEOUS PROVISIONS

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 the Sum of the Cost of the Work and the Design-Builder's Fee, subject to a Guaranteed Maximum Price as set forth below and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment. The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed « _____ » (\$ « »), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ A.1.2 Itemized Statement of the Guaranteed Maximum Price is contained in the schedules referenced in Article A.3 and based on the assumptions and clarifications listed in Schedule 6 referenced in Article A.3. The Guaranteed Maximum Price is not a line item guarantee and cost underruns in one or more categories may be used by the Design-Builder to offset cost overruns in other categories so long as the overall Guaranteed Maximum Price is not exceed.

§ A.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are contained in the schedules referenced in Article A.3 and are hereby accepted by the Owner.

§ A.1.4 Unit Prices, if any, are contained in Schedule 3 referenced in Article A.3.

§ 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 by the Owner and the Engineer not later than the twenty-fifth (25th) day of a month (or as otherwise mutually agreed upon) for Work projected to be completed the last day of that month, the Owner shall make payment of the certified amount to the Design-Builder not later than thirty (30) days from the date of the receipt of a complete Application for Payment. Notwithstanding the foregoing, all payments will be effected on either the 3rd or the 15th day of a given month after the payment becomes due. 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 forty-five (45) days after the Owner approves the Application for Payment.

§ A.1.5.1.4 With each Application for Payment, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached to the extent required by the terms of this Design-Build Amendment, and any other 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. With each Application for Payment, 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.1.5.1.5 In taking action on the Design-Builder's Applications for Payment, the Owner and the City 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 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.1.5.1.6 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. When an Application for Payment includes a request for an advance payment required by suppliers for materials or equipment which have not been delivered and stored at the site, the Design-Builder shall provide evidence that such advanced payment is required by a manufacturer or Supplier and will submit a receipt from such supplier evidencing such advanced payment with Design-Builder's next Application for Payment.

When an Application for Payment includes materials stored off the Project site or stored on the Project site but not incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the application. Suitable storage which is off the Project site shall be a bonded warehouse or appropriate storage approved by Owner and Owner's lenders with the stored materials properly tagged and identifiable for this Project and properly segregated from other materials. Owner's written approval shall be obtained before the use of an off-site storage is made. Such approval may be withheld in Owner's sole discretion. The Owner and Owner's lender, if any, shall have the right to visit the off-site storage location and to inspect the items stored there. The Design-Builder's All Risk insurance policies required hereunder shall include all equipment and materials stored off site. The Design-Builder shall provide the Owner with written proof, satisfactory to the Owner, that title to the materials and equipment stored off site are vested in the Owner, that the materials are properly labeled as belonging to the Project, and that the materials are segregated from other materials at the storage location.

§ A.1.5.2 and 1.5.3 Intentionally 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:

- .1 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.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment 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;
- .3 Add the Design-Builder's Fee, less retainage of ten percent (10%) through fifty percent (50%) completion of the Project. 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;

- .4 Subtract retainage of ten percent (10%) through fifty percent (50%) completion of the Project from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 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
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims less 150% of the cost related to Punch List items, retainage applicable to such work and unsettled claims; and
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms. The Owner and Design-Builder may agree to early release of retention held on Subcontractors that have fully completed their work. In the event that such release reduces the overall retention held on the Contract to less than five percent (5%), Owner may withhold sufficient additional retention on the next payment so that it retains five percent (5%) retention through Substantial Completion of the Project.

§ 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.

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.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than the Substantial Completion milestone date set forth in **Schedule 1.1** attached to the Agreement (Key Milestones).

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are also based on the following:

§ A.3.1.1 The Specifications: See Schedule 4.

§ A.3.1.2 The Drawings: See Schedule 4.

§ A.3.1.3 Schedules to this Agreement (enumerated as follows and incorporated herein):

- | | | |
|----|--------------|---|
| .1 | Schedule 1 | Project Schedule |
| .2 | Schedule 1.1 | Key Milestones |
| .3 | Schedule 2 | Schedule of Values |
| .4 | Schedule 3 | Unit Prices |
| .5 | Schedule 4 | List of Specifications, Drawings, and Addenda |
| .6 | Schedule 5 | Scope of Work |
| .7 | Schedule 6 | Design-Builder's Assumptions and Clarifications |

§ A.3.1.5 Allowances, Contingencies and Savings:

.1 Allowances

As set forth in Schedule 2

.2 Contingencies:

The Design Builder's Contingency shall be available for the following to the extent not resulting from the Design-Builder's gross negligence or intentional misconduct: (i) items of Work resulting from the ordinary and customary development of design documents during the design development and construction documents preparation phase, but not resulting from Owner or City driven scope changes; (ii) items of Work resulting from errors or omissions by the Architect subject to the Standard of Care as set forth in the Design-Build Agreement; or (iii) items of Work resulting from co-ordination of drawings with the input from the subcontractors and equipment vendors, but not resulting from Owner or City driven scope changes; (iv) items of Work within the scope of the Contract Documents but not included in a Subcontract due to errors of the Design Builder or interfacing omissions or additional work required by the design that is not otherwise a reason for a Change Order; (v) time extensions as to which no increase in the Contract Price is allowed; (vi) costs resulting from bidder or Subcontractor defaults, including bidder failure to execute a Subcontract, that are not recoverable under the Subcontractor Default Insurance program or Subcontractor bonds; (vii) extraordinary labor rate and material increases (for example new tariffs or nationwide labor strikes/shortage, etc.) during construction which have not already been accounted for in the Subcontractor bids and vendor prices guaranteed through December 31, 2019 as included in the GMP; (viii); and costs not otherwise recoverable under the Contract Documents resulting from errors, omissions, conflicts or constructability problems in the Drawings and Specifications or field conditions; (ix) impact costs on unchanged portions of the Work resulting from Change Orders to other portions of the Work discovered after issuance of the Change Order; and (x) overtime costs to expedite Work, maintain the Schedule or make up delays caused by the Design Builder or its Subcontractors. The specific use of the Construction Contingency shall be subject to prior written approval of the Owner and the City, which approval shall not be unreasonably withheld, conditioned or delayed, and reported during weekly Project meetings by the Design-Builder. Upon Final Completion of the Project, 100% of the unused portion of the Construction Contingency shall be returned to the City.

C) Savings:

Any savings generated through subcontractor/trade buyout after the GMP Amendment is executed shall be added to the Design-Builder's Contingency and become part of the Contingency for the purposes stated above. At the conclusion of the Project, or at such earlier time as agreed by Design-Builder, Owner and the City, unspent contingency may be released to the Owner as Savings to be used by Owner and the City as agreed in the Development Agreement. Design Builder does not share in any such savings.

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

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, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-BUILDER's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 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 the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-BUILDER to the Architect, Consultants, Contractors Subcontractors, Sub-subcontractors and suppliers in accordance with the requirements of their subcontracts.

§ 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. Rates of Design-BUILDER-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ 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. 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 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, 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.

§ A.5.1.5.10 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.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 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.5.1.6.4 All other costs identified as a Cost of the Work in the Schedules referenced in Article A.3.

§ A.5.1.6.7 Some of the costs listed above may be contained within a stipulated sum for categories of general conditions, such as its labor and temporary facilities, as outlined in the Schedules referenced in Article A.3.

§ 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 of 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 of the Design-Builder; 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 negligence or 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.

ARTICLE A.6 MISCELLANEOUS PROVISIONS

§ A.6.1 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.

OWNER (Signature)

(Printed name and title)

(Date of the Signature)

DESIGN-BUILDER (Signature)

(Printed name and title)

(Date of the Signature)

EXHIBIT B-2

PRELIMINARY PLANS AND SPECIFICATIONS

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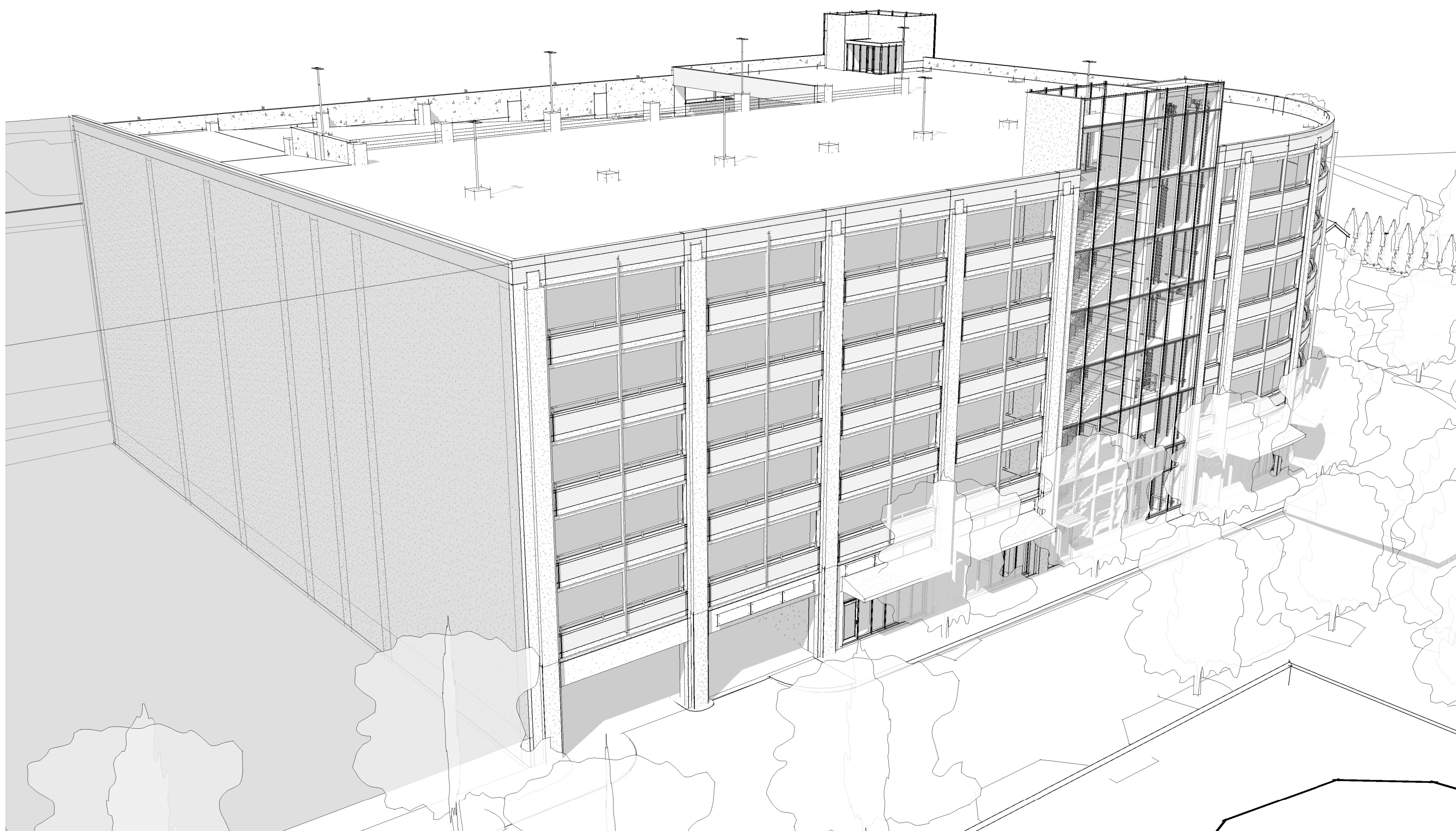
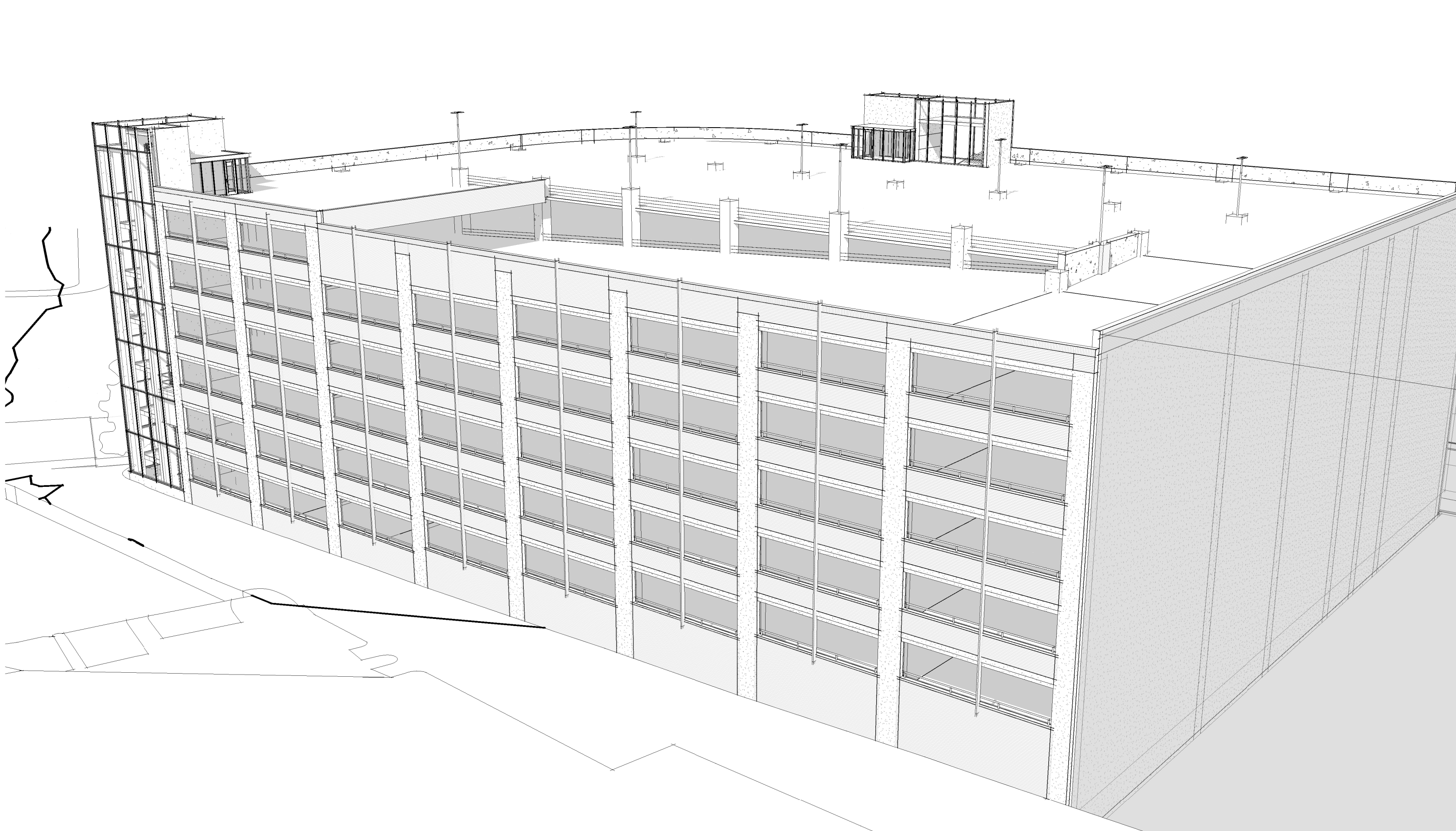
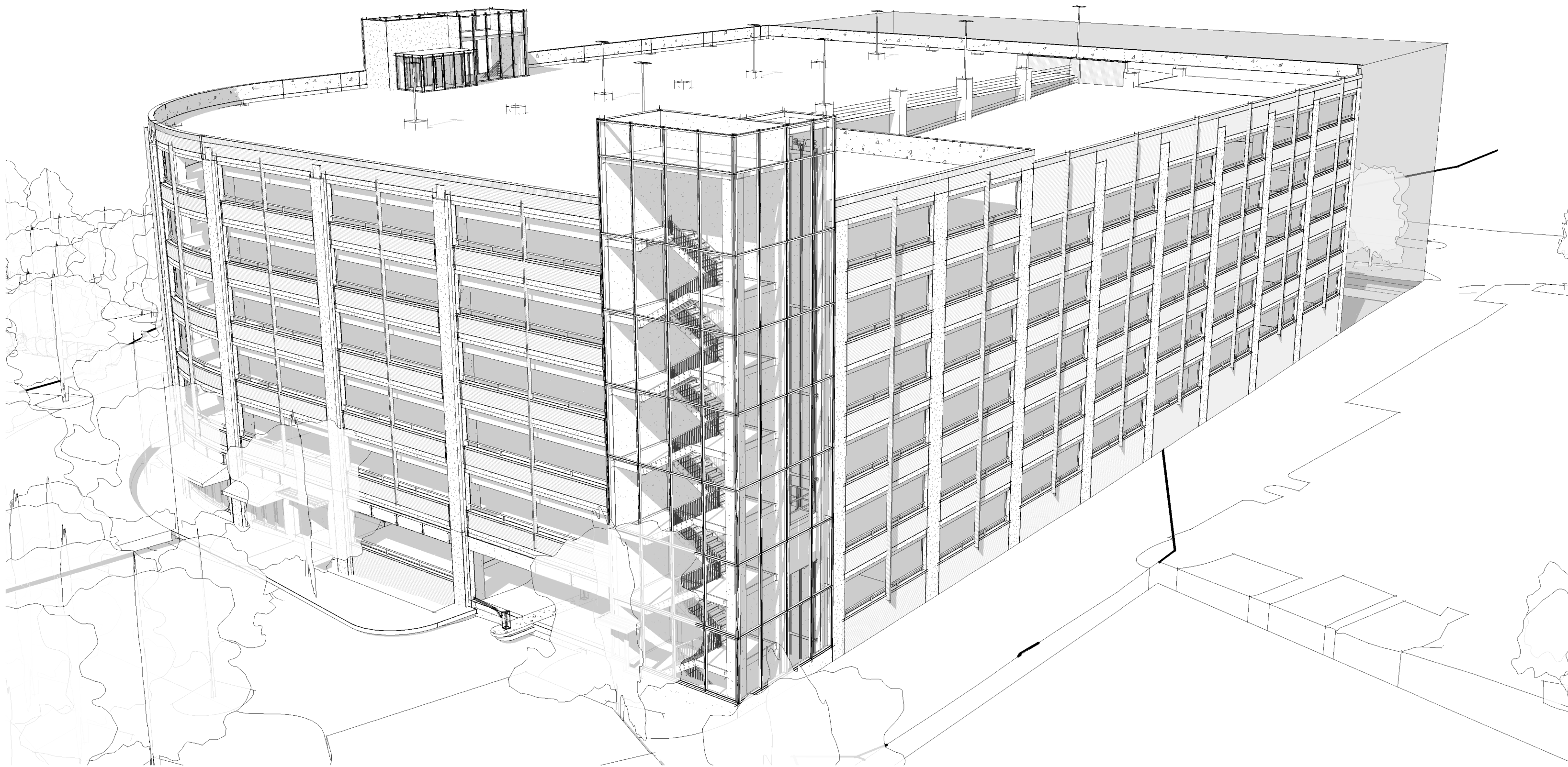
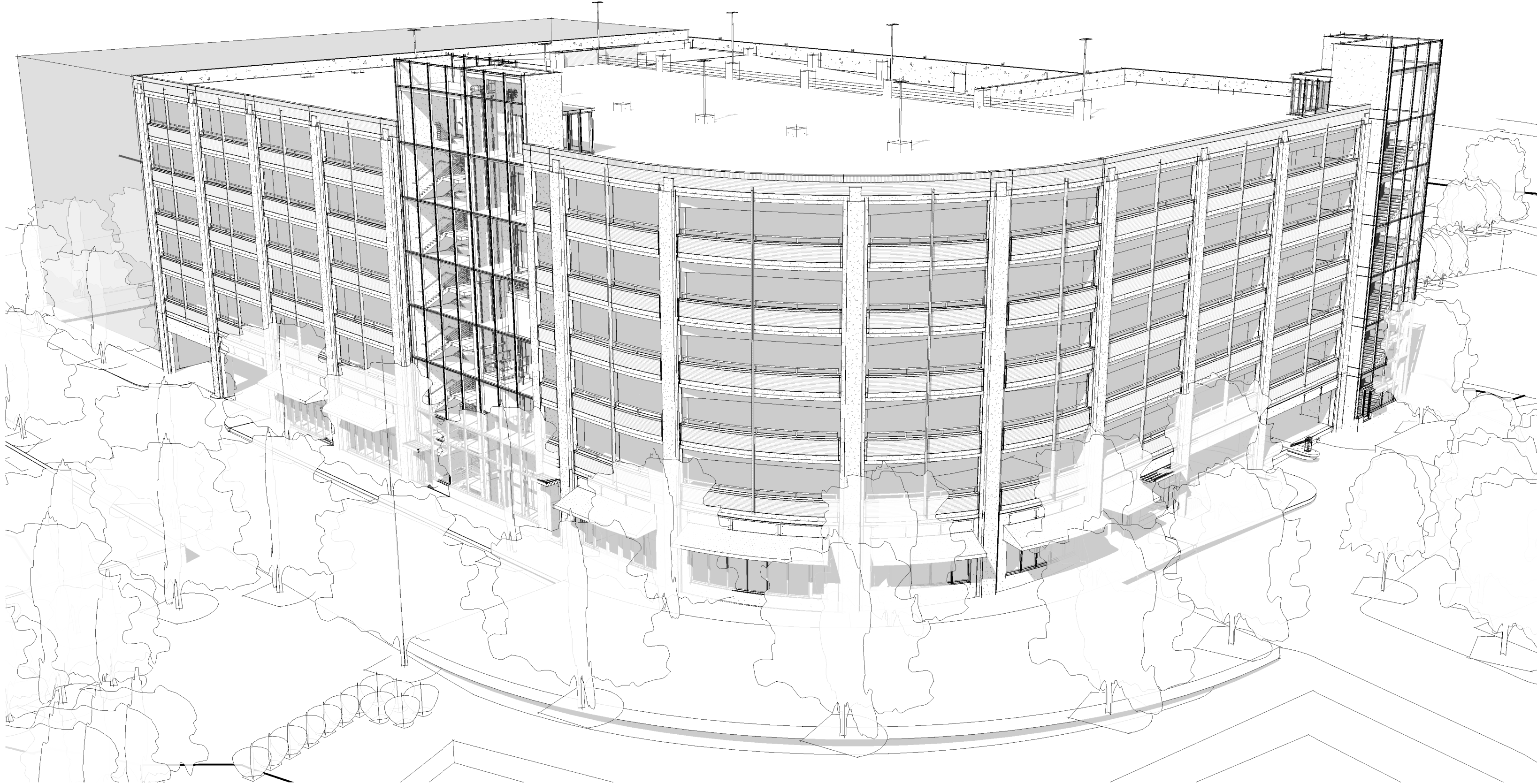
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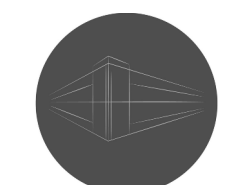
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WOODWARD BATES
PARTNERS LLC
SAROKI ARCHITECTURE | WALBRIDGE
BOJI GROUP | ROBERTSON BROTHERS HOMES

Walbridge



RICH & ASSOCIATES
PARKING CONSULTANTS

PRELIMINARY
NOT FOR CONSTRUCTION

SAROKI
ARCHITECTURE

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F. 248.258.5515

SarokiArchitecture.com

Project:

PARKING
STRUCTURE

BATES ST., BIRMINGHAM MI
48009

Date: Issued For:

02-20-2019	SD
03-13-2019	50% Design Development
03-28-2019	Alternate No. 1
05-30-2019	Deck Design Concept

Sheet No.:

G003

EXTERIOR PERSPECTIVES

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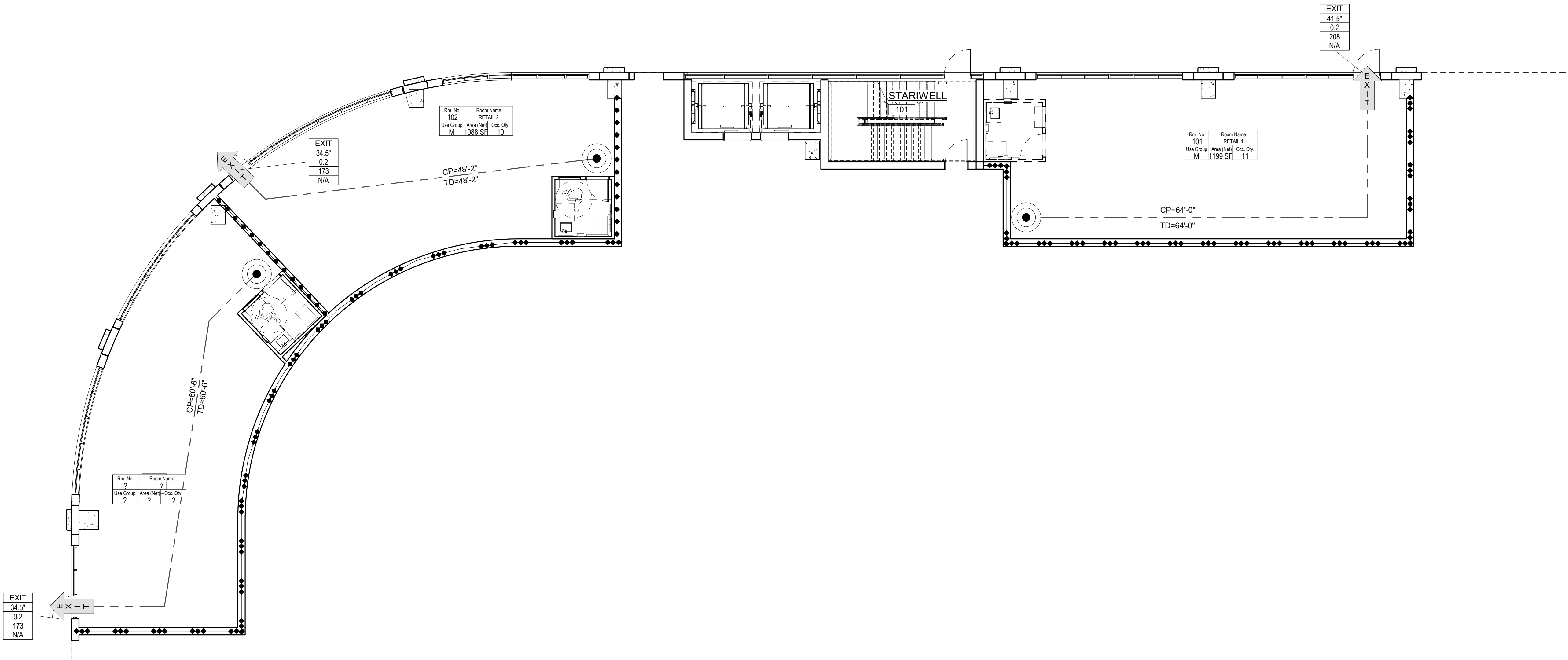
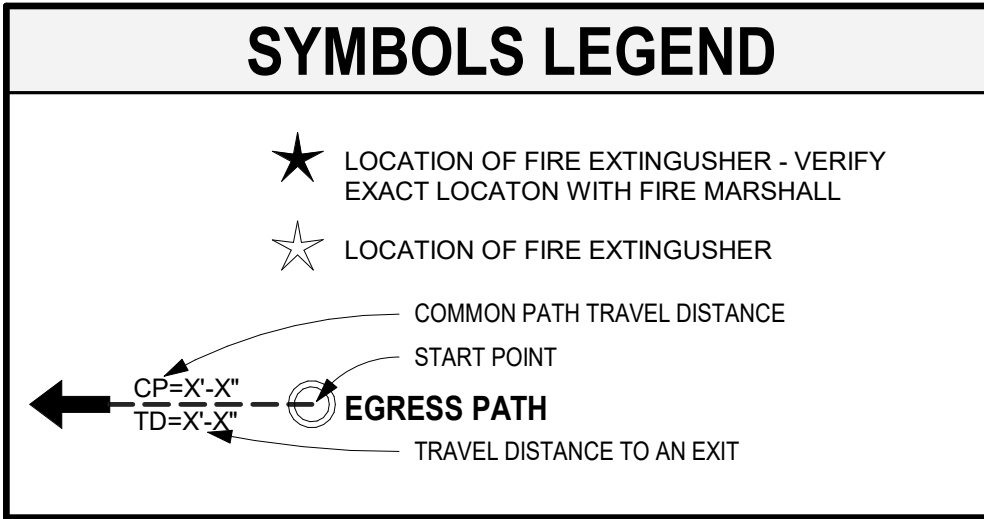
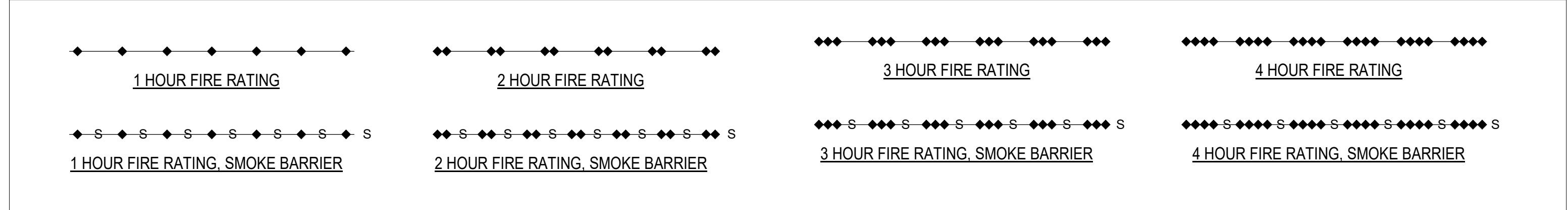
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FIRE WALL RATING - LINE TYPES



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G010 CODE FLOOR PLAN
SCALE: 1/8" = 1'-0"



PRELIMINARY
NOT FOR CONSTRUCTION

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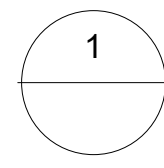
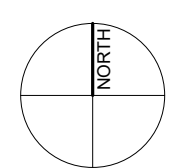
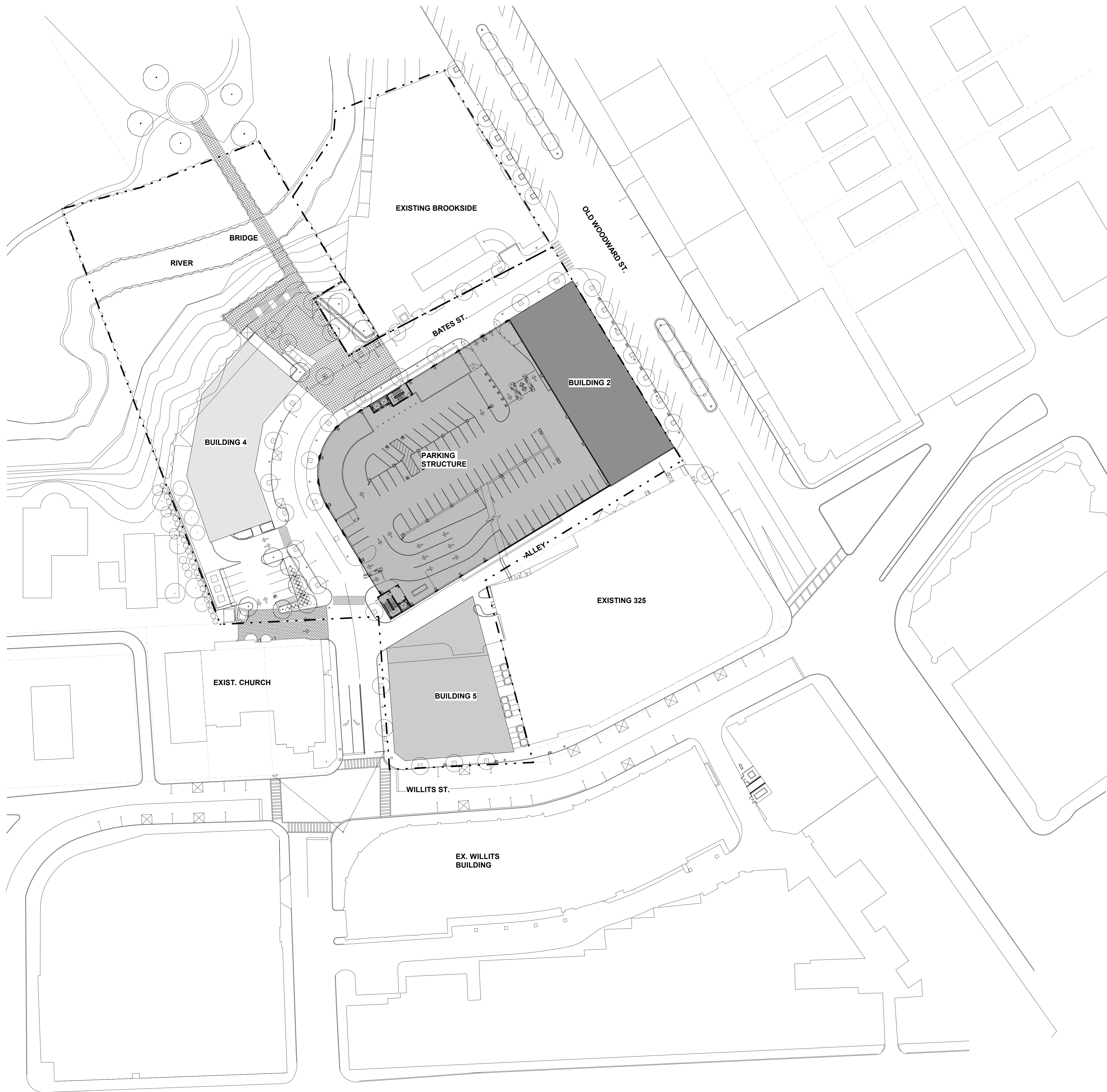
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02-20-2019 SD
03-13-2019 50% Design Development
03-28-2019 Alternate No. 1
05-30-2019 Deck Design Concept

Sheet No.:
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CODE PLANS RETAIL SPACE

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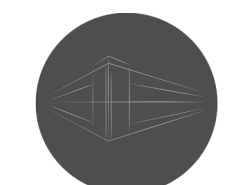
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1 Architectural Site Plan
SCALE: 1" = 40'-0"



Walbridge



RICH & ASSOCIATES
PARKING CONSULTANTS

PRELIMINARY
NOT FOR CONSTRUCTION

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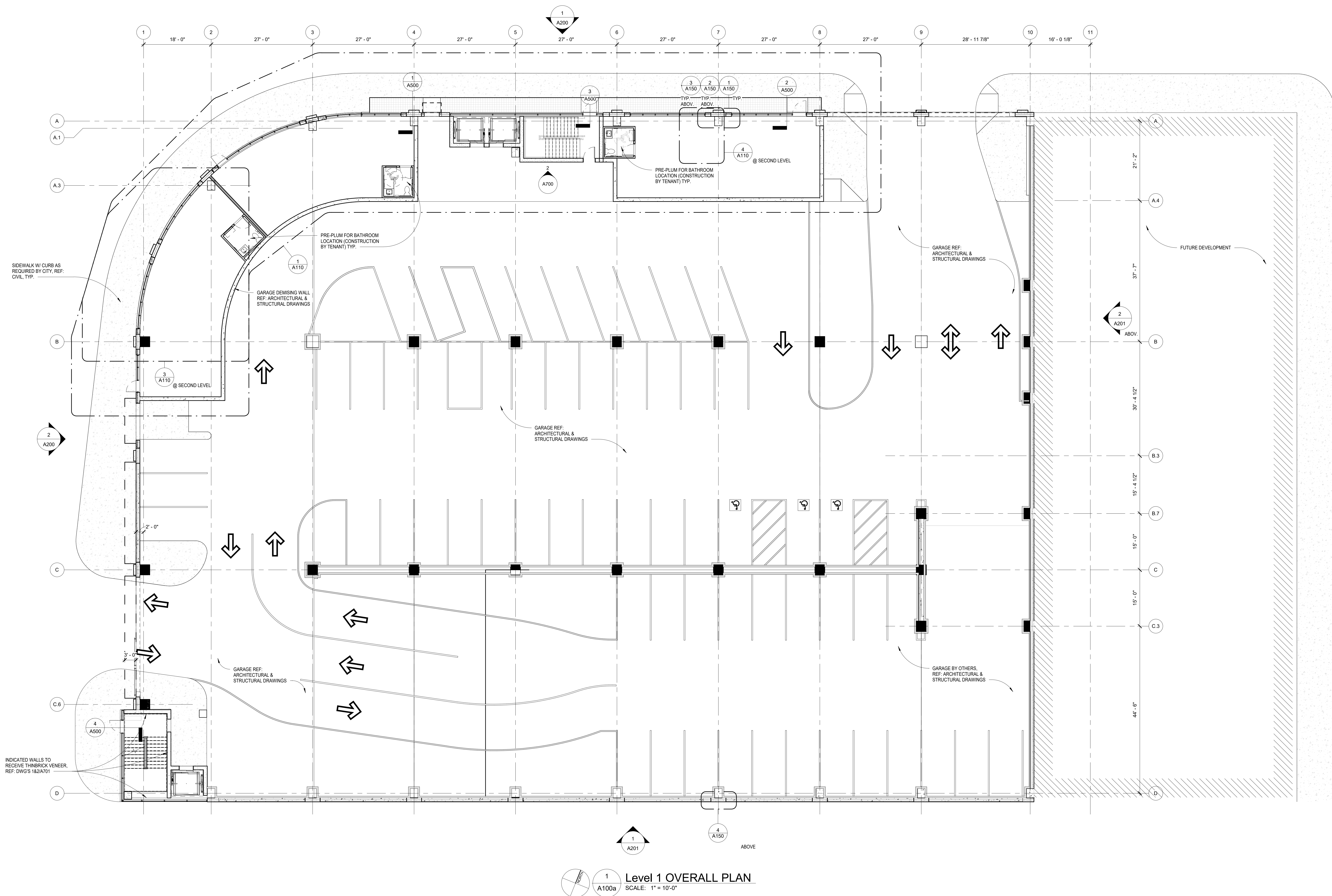
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48009

Date:	Issued For:
02-20-2019	SD
03-13-2019	50% Design Development
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Sheet No.:
AS100
ARCHITECTURAL SITE PLAN

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PRELIMINARY
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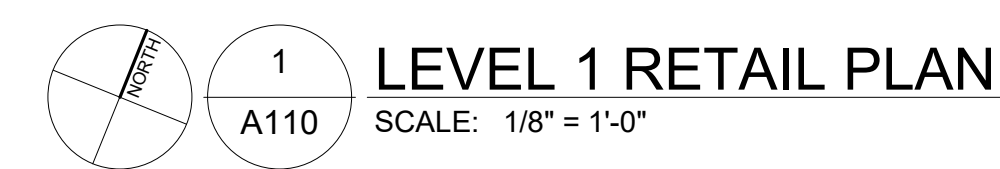
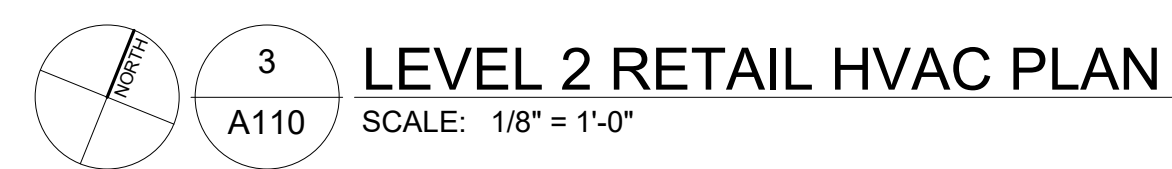
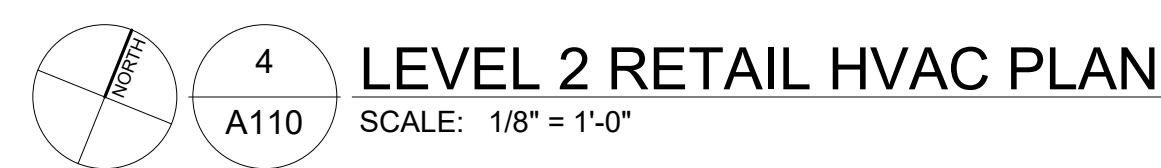
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STRUCTURE**
BATES ST., BIRMINGHAM MI
48009

Date:	Issued For:
02-20-2019	SD
03-13-2019	50% Design Development
03-28-2019	Alternate No. 1
05-30-2019	Deck Design Concept

Sheet No.:
A100a
OVERALL PARKING DECK PLAN
FIRST FLOOR

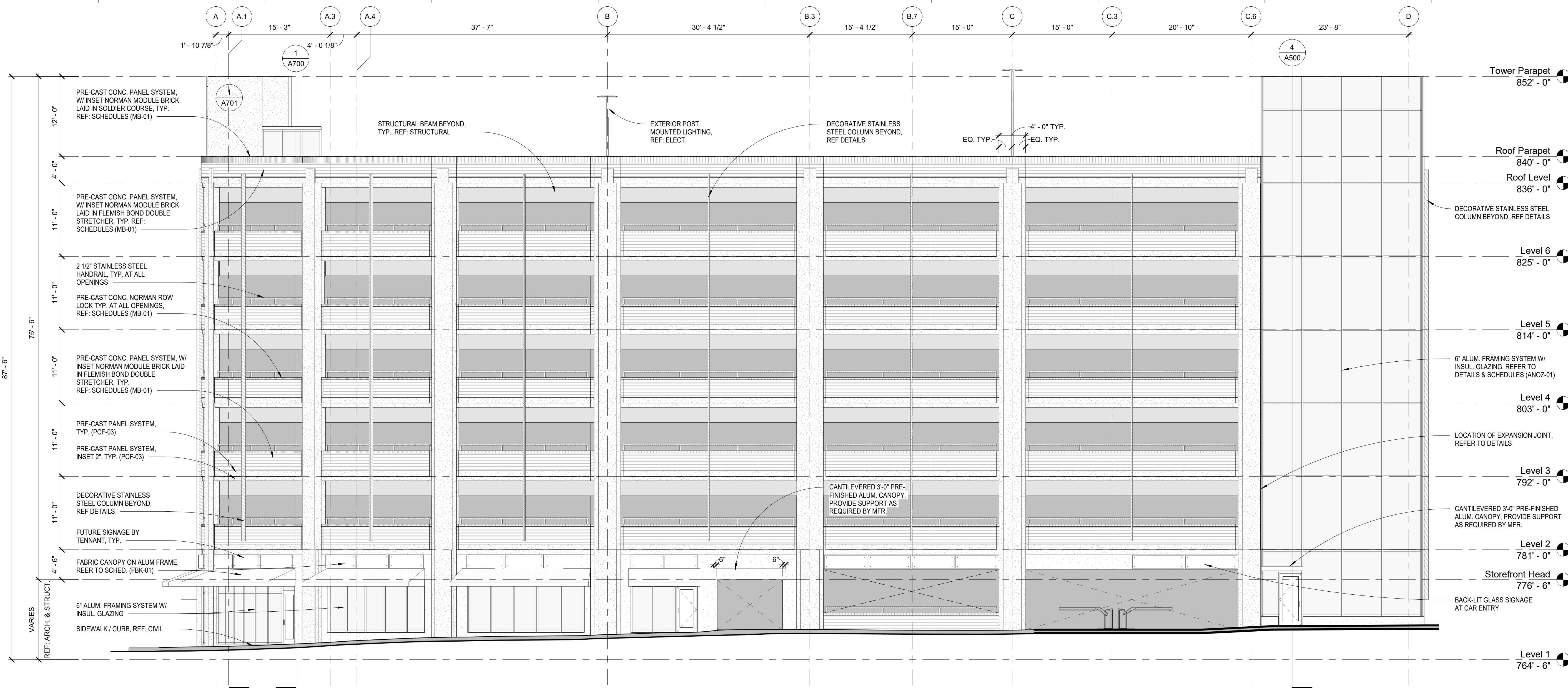


Sheet No.:
A110
ENLARGED RETAIL FLOOR PLAN AND
DETAILS

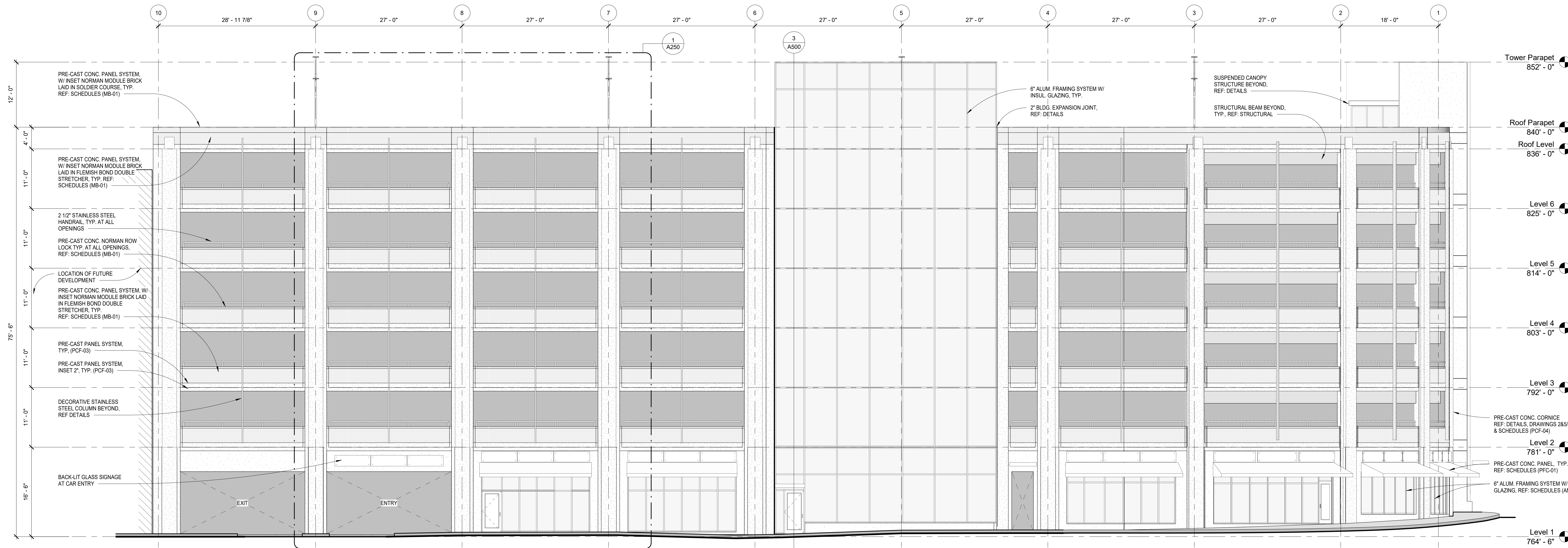
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2 WEST ELEVATION
A100a SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION
A100a SCALE: 1/8" = 1'-0"



PRELIMINARY
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ARCHITECTURE

430 N. OLD WOODWARD
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P. 248.258.5707
F. 248.258.5515

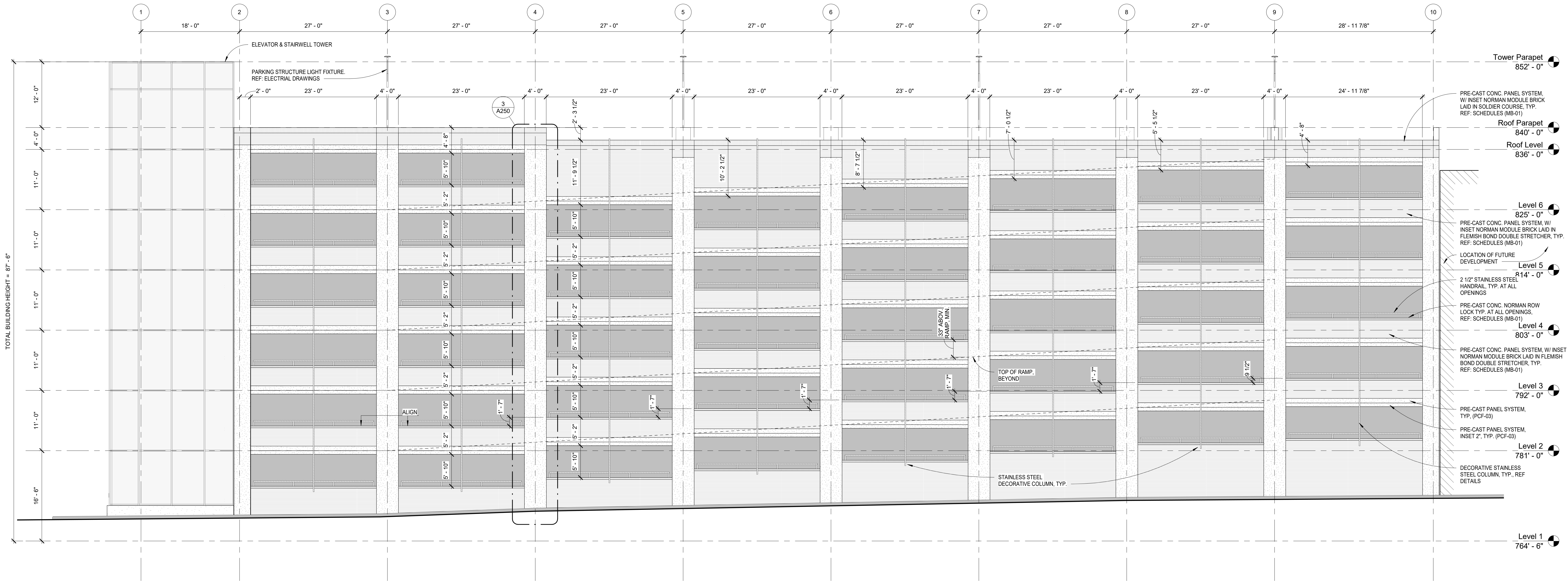
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BATES ST., BIRMINGHAM MI
48009

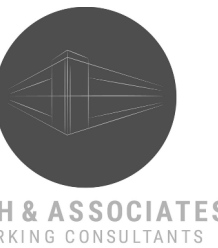
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02-20-2019 SD
03-13-2019 50% Design Development
03-28-2019 Alternate No. 1
05-30-2019 Deck Design Concept

Sheet No.:
A200
EXTERIOR ELEVATIONS

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1 SOUTH ELEVATION
A200a SCALE: 1/8" = 1'-0"



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SAROKI
ARCHITECTURE

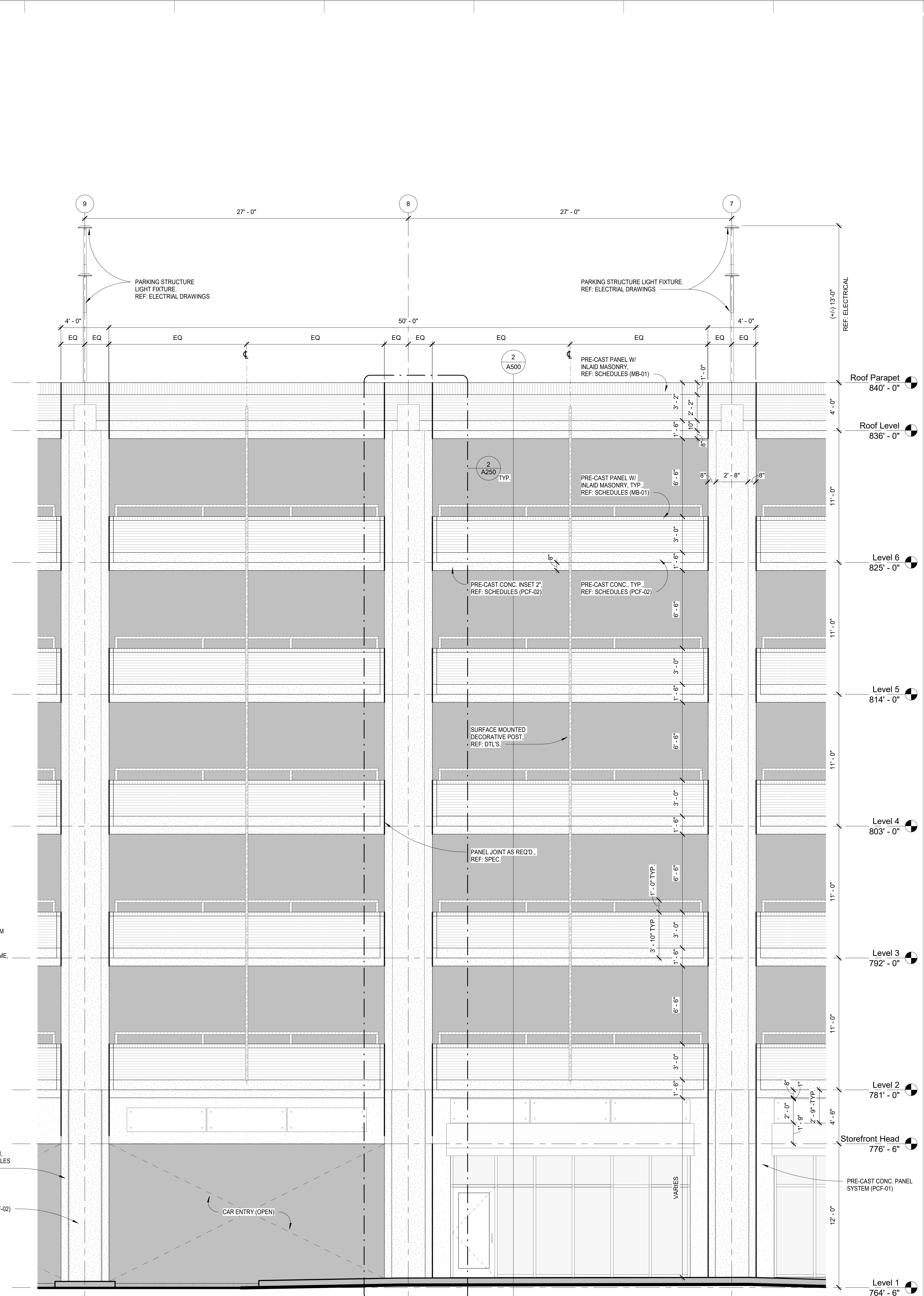
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
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F. 248.258.5515

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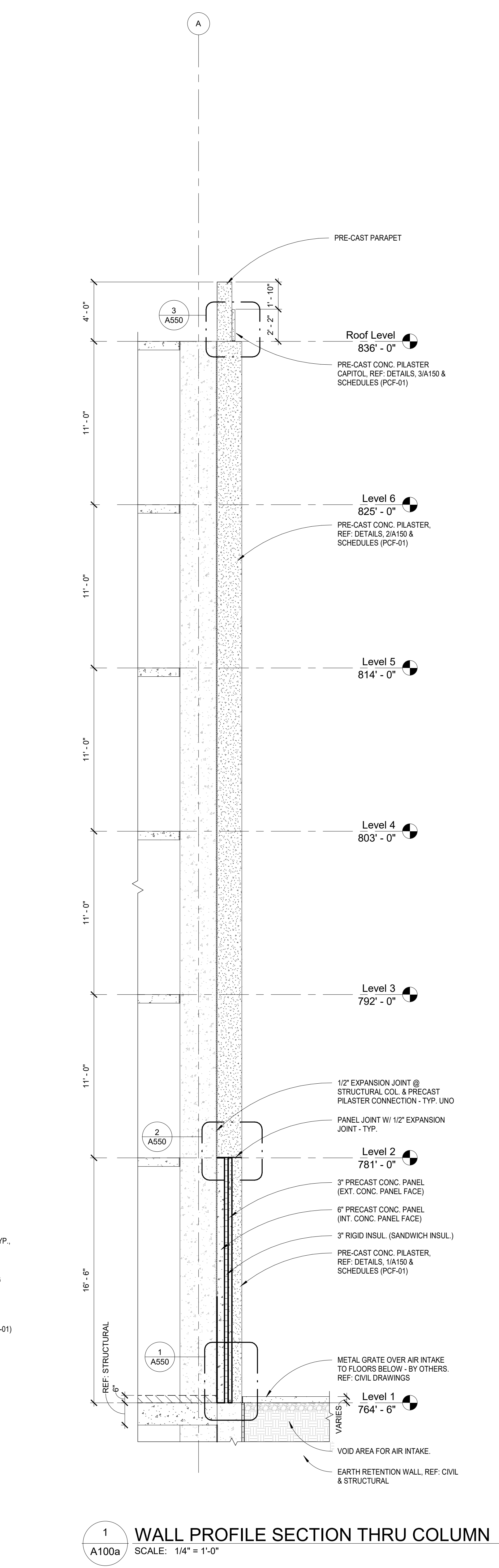
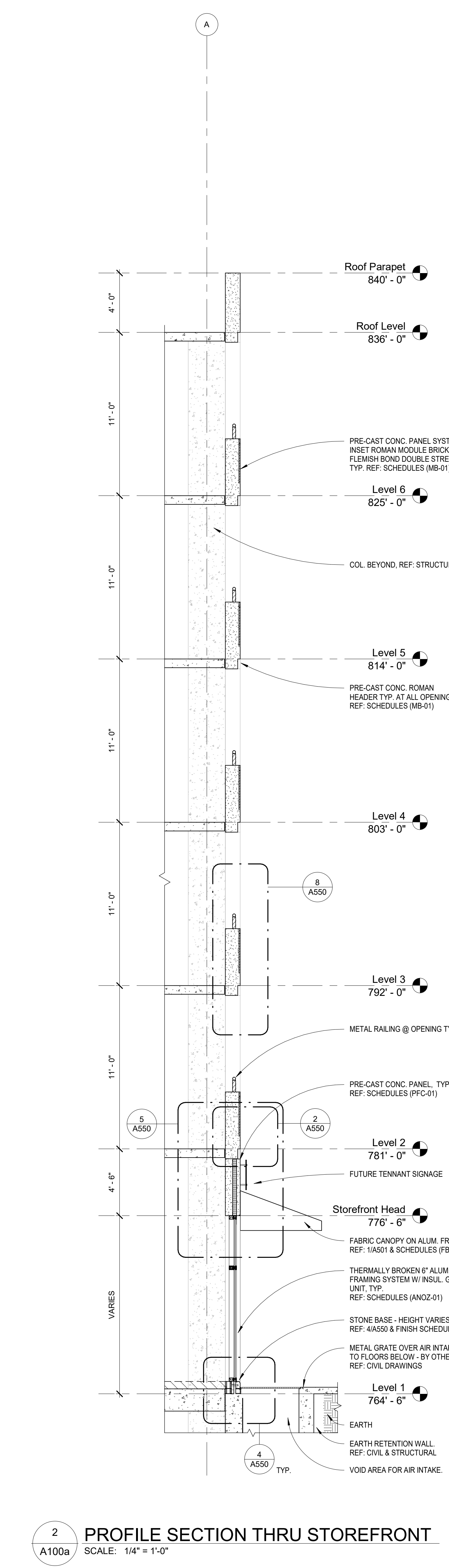
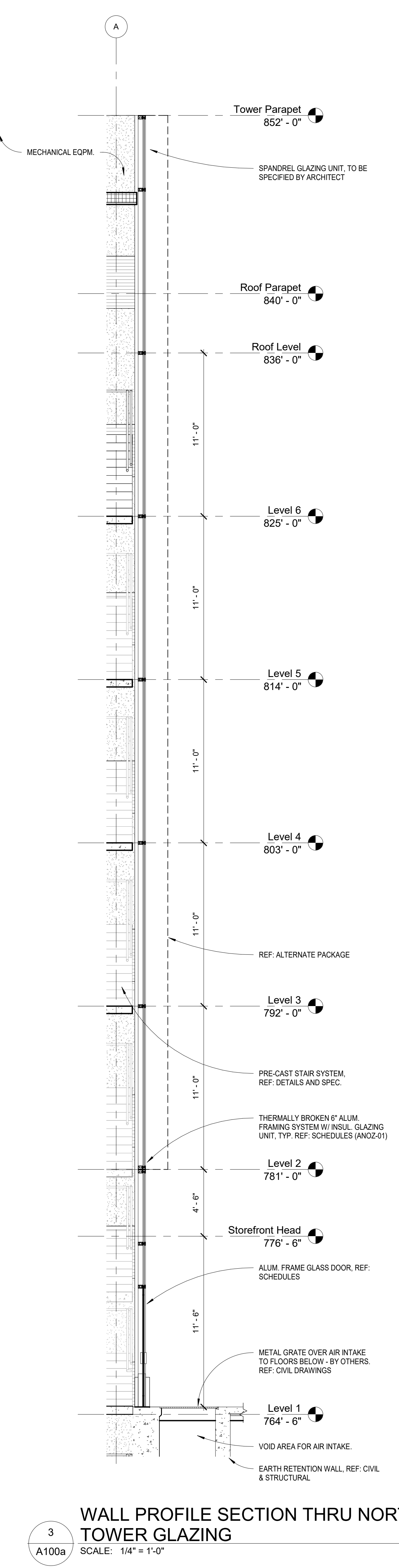
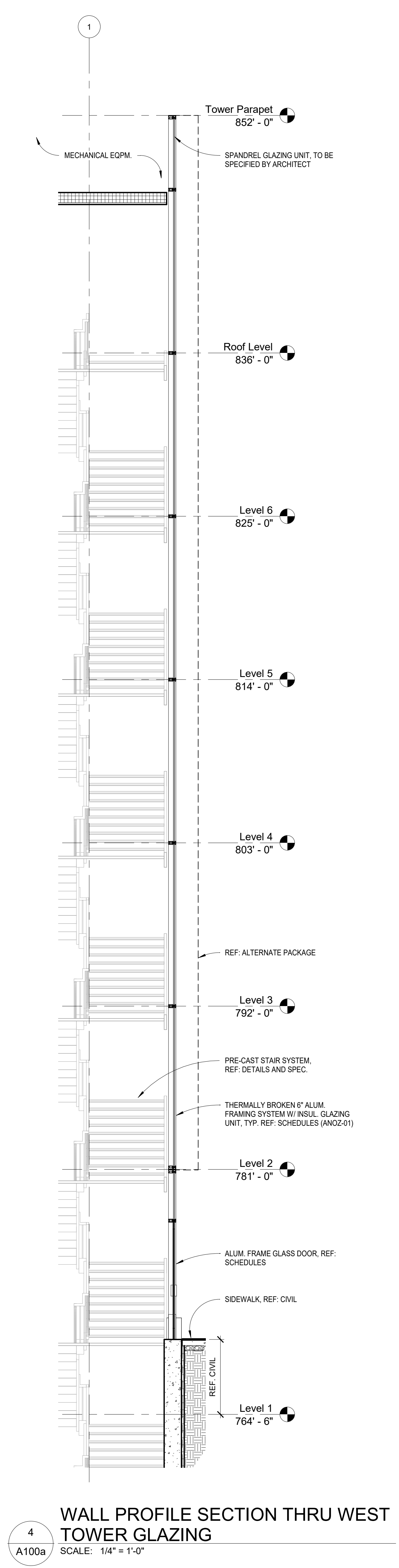
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Date: Issued For:
02-20-2019 SD
03-13-2019 50% Design Development
03-28-2019 Alternate No. 1
05-30-2019 Deck Design Concept

Sheet No.:
A201
EXTERIOR ELEVATIONS



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WOODWARD BATES
PARTNERS LLC
SAROKI ARCHITECTURE | WALBRIDGE
BOJI GROUP | ROBERTSON BROTHERS HOMES

Walbridge

RICH & ASSOCIATES
PARKING CONSULTANTS

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05-30-2019	Deck Design Concept

Sheet No.:
A500
WALL PROFILE SECTIONS

J

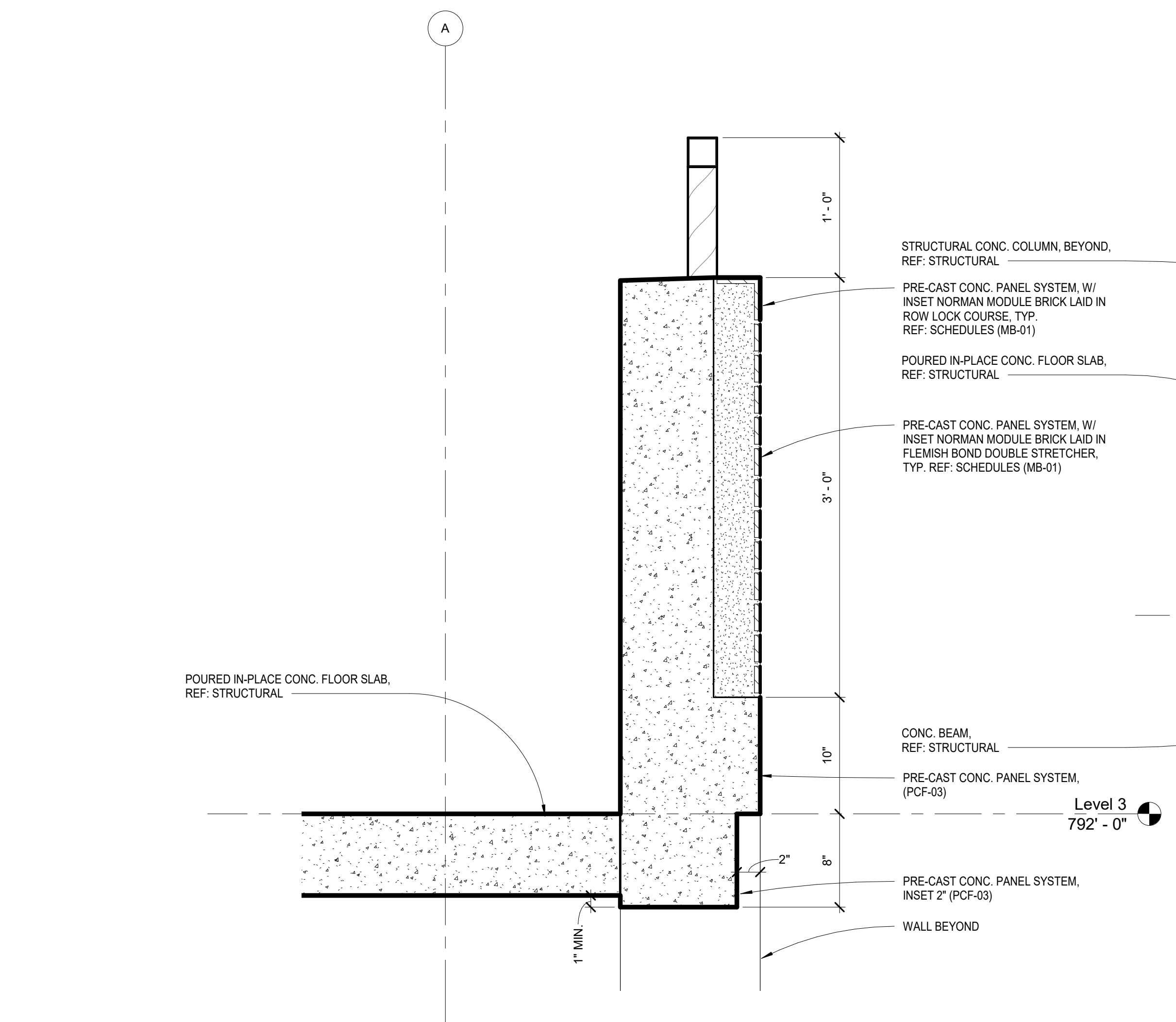


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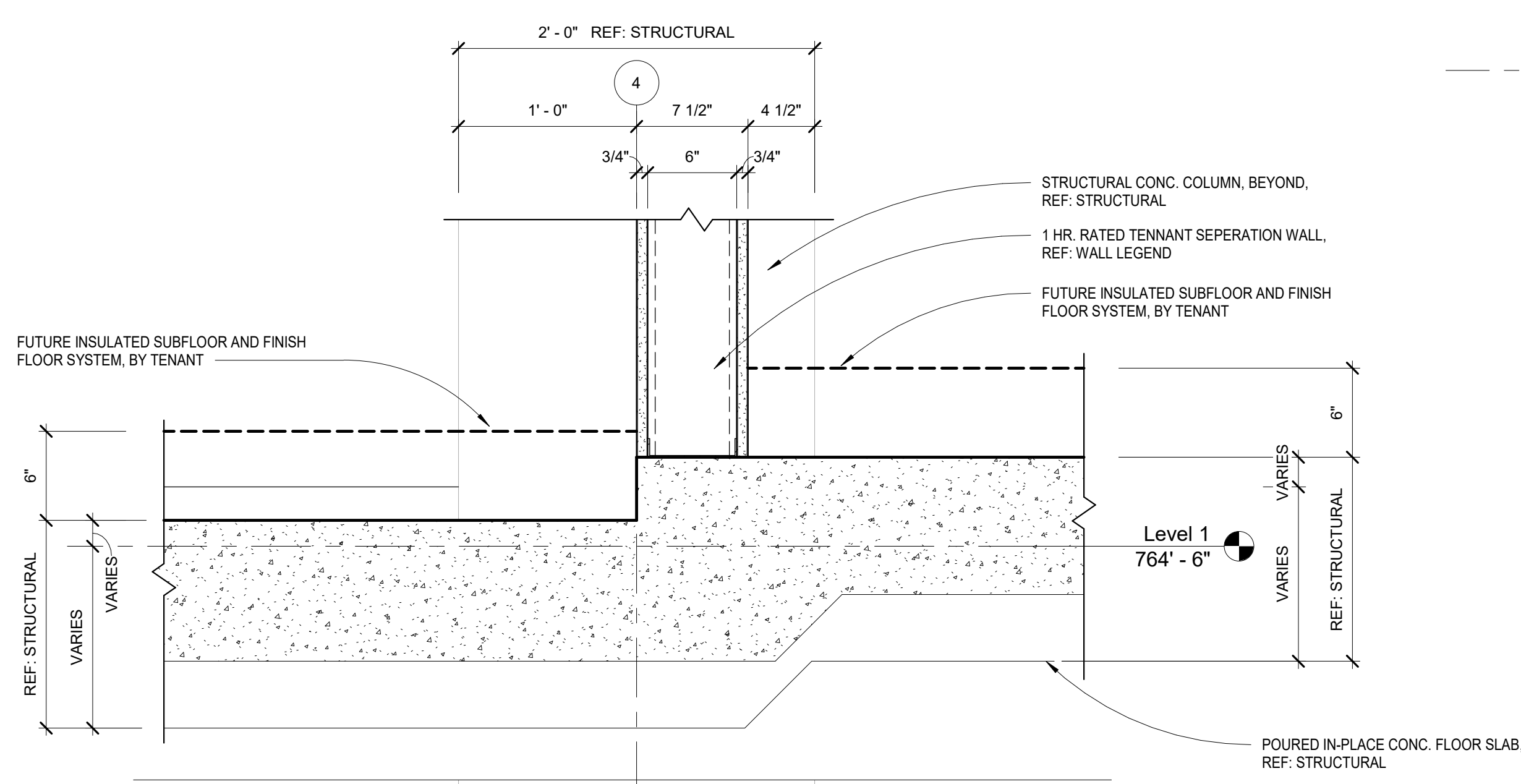
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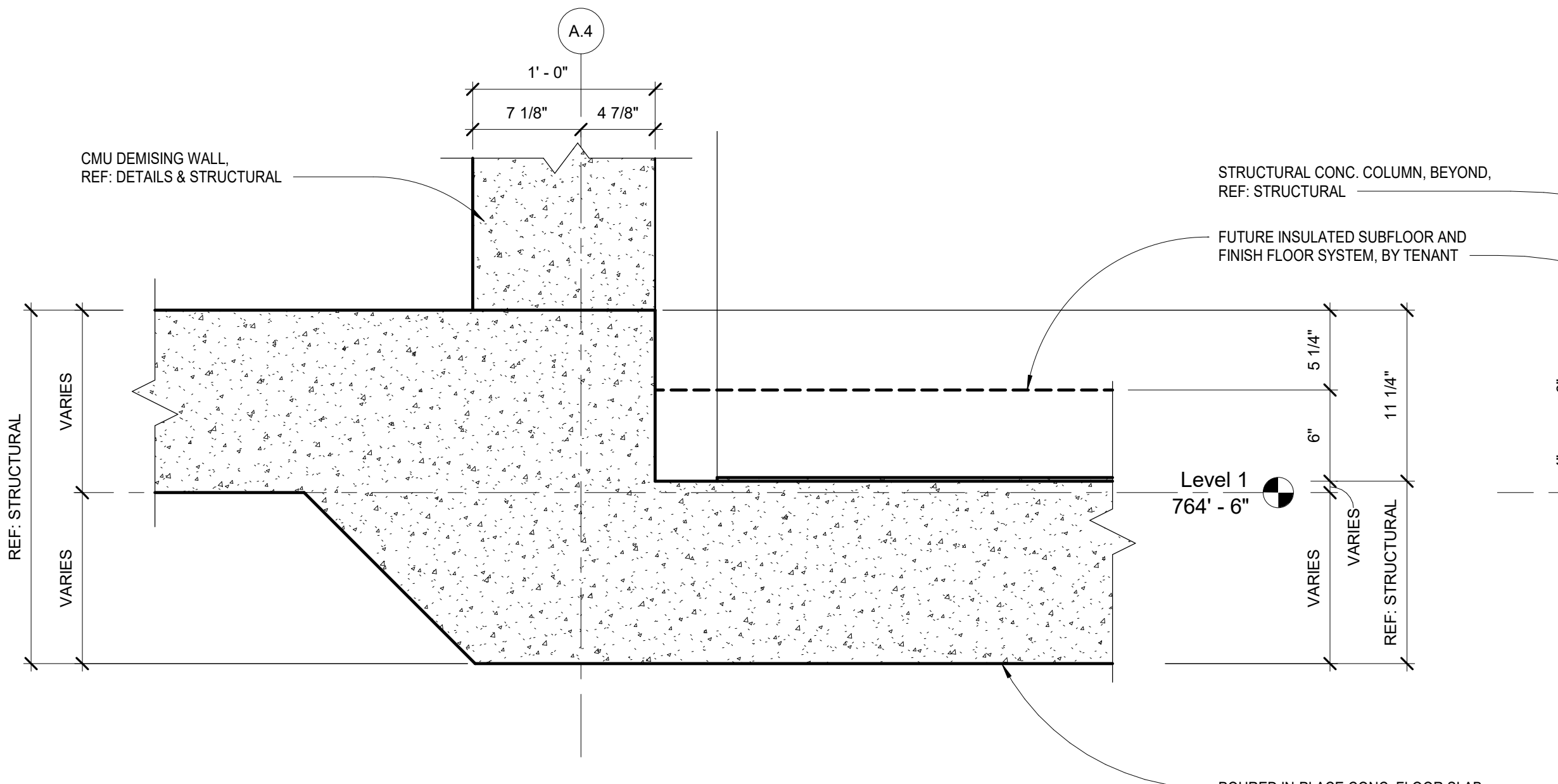
8
A500
ENLARGED PROFILE SECTION @ OPENING
SCALE: 1 1/2" = 1'-0"



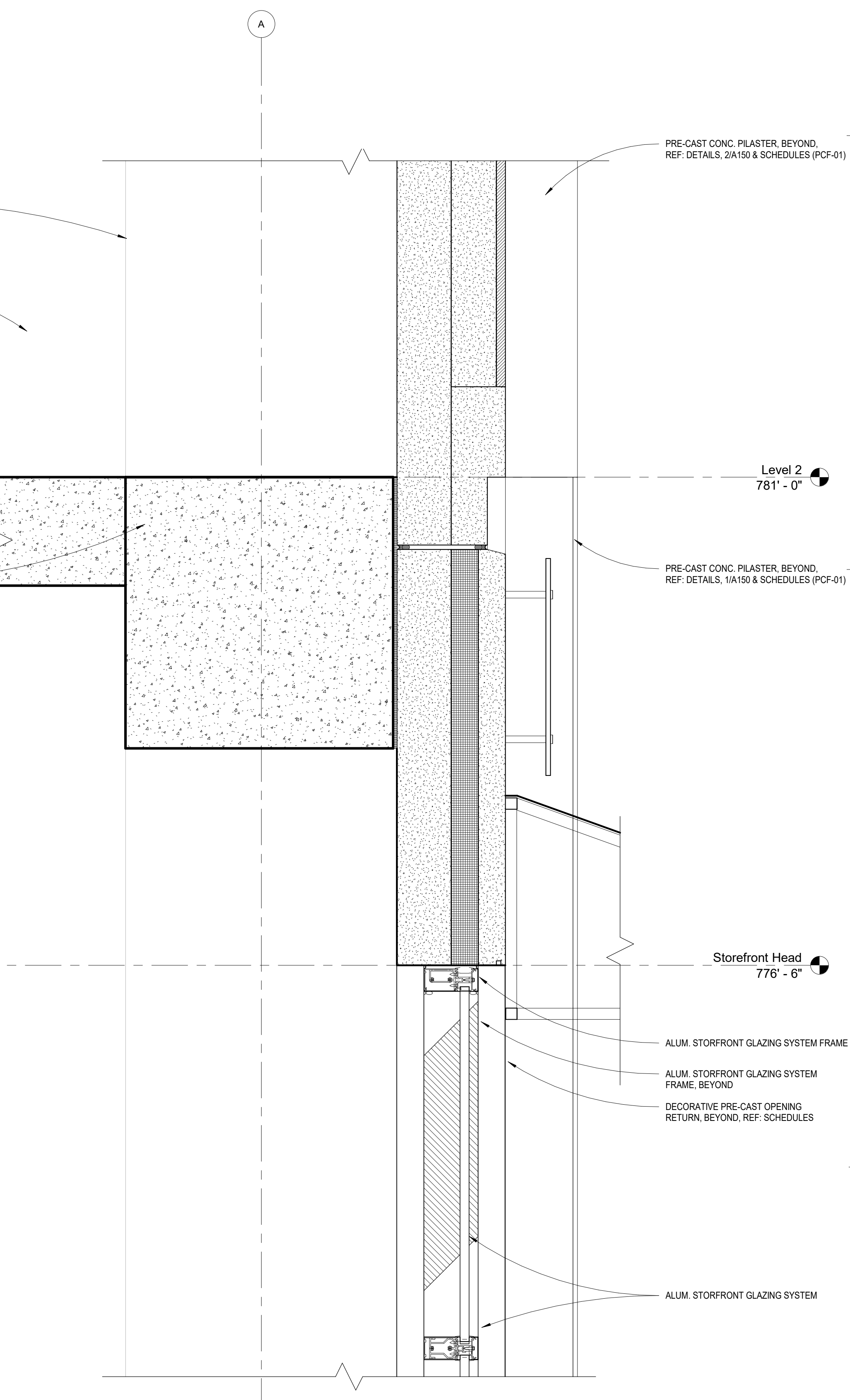
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A110
ENLARGED SECTION @ DEMISING WALL TYP.
SCALE: 1 1/2" = 1'-0"



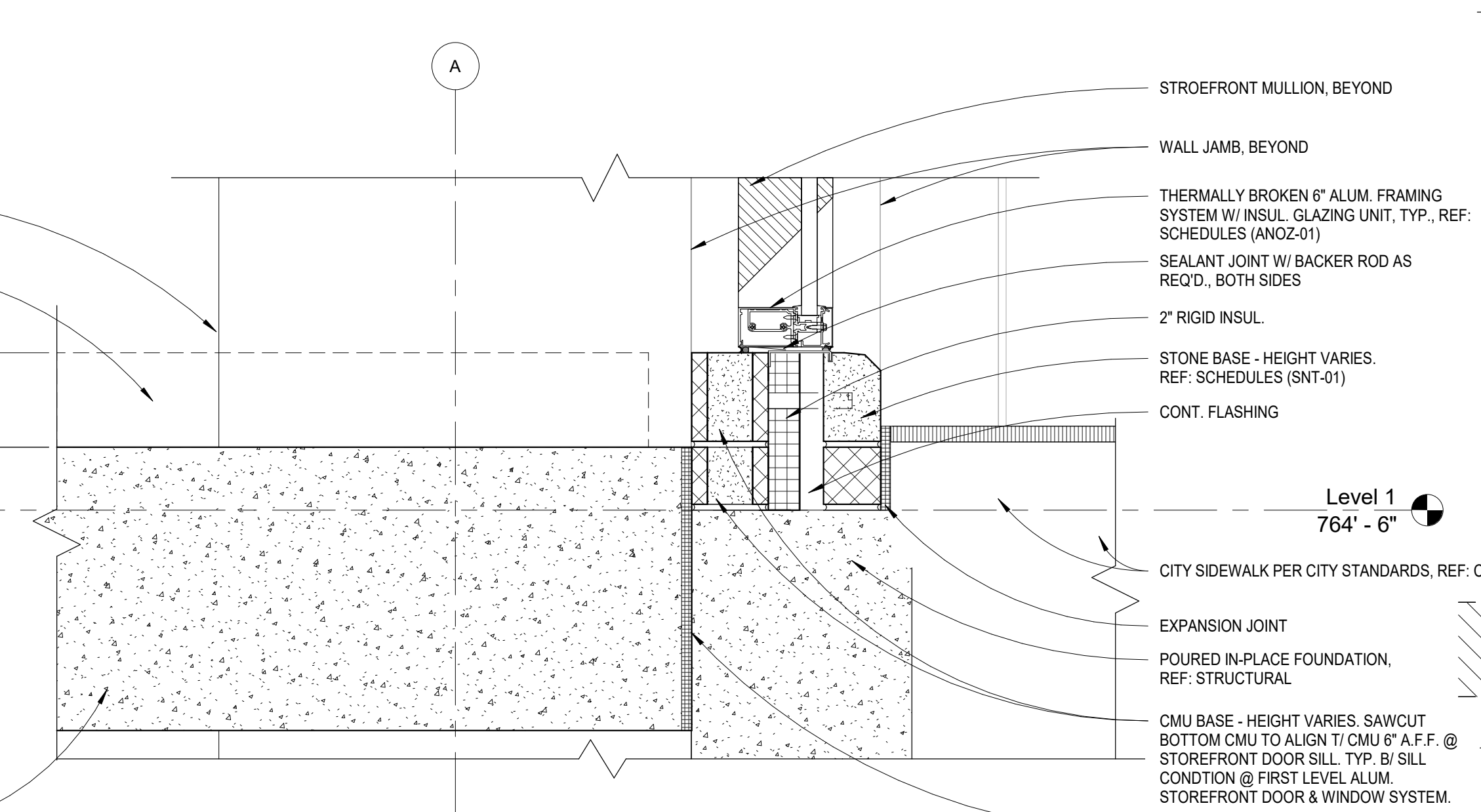
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A110
ENLARGED SECTION DETAIL @ GARAGE SEPERATION WALL
SCALE: 1 1/2" = 1'-0"



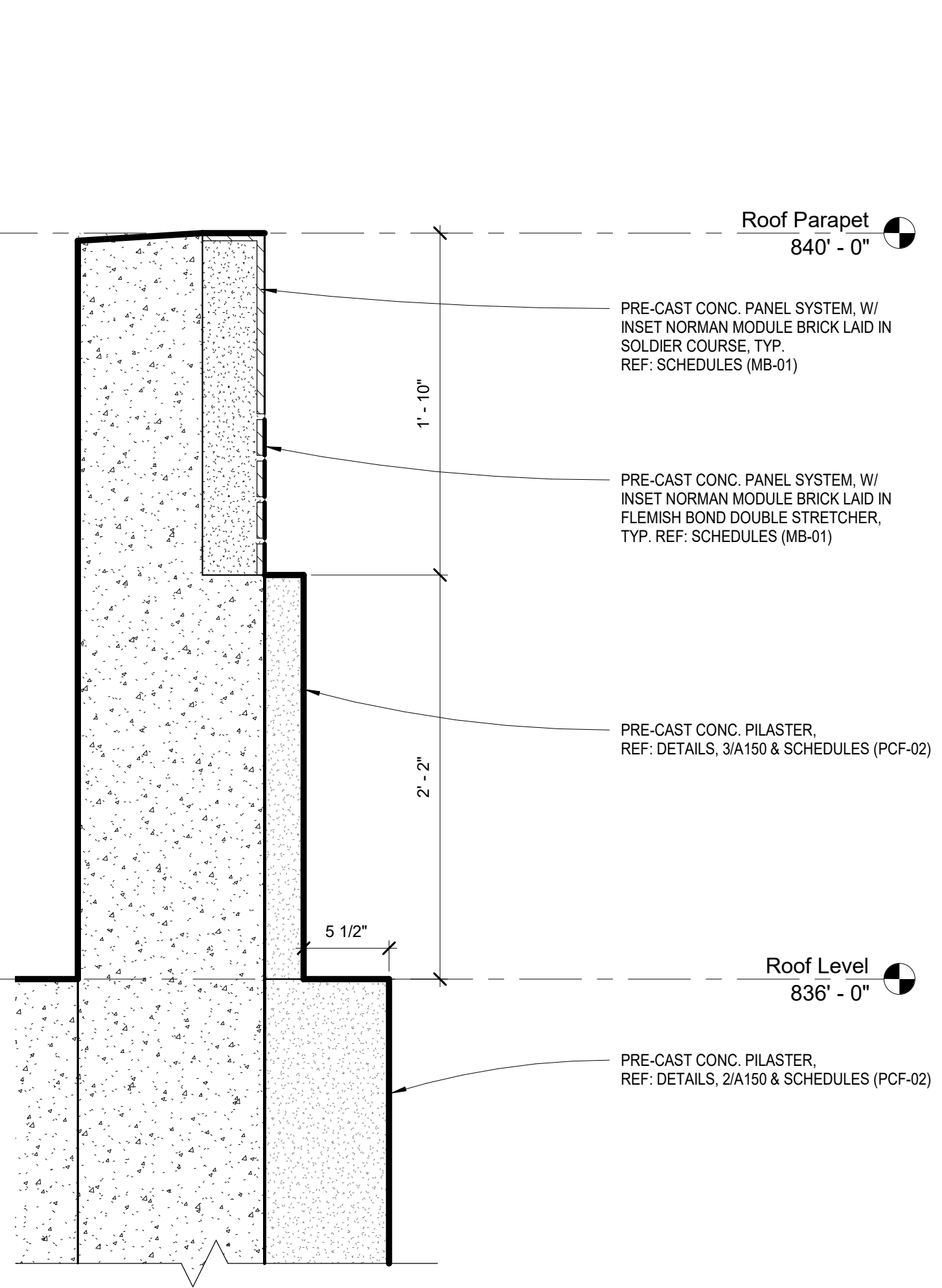
5
A500
ENLARGED PROFILE SECTION @ STOREFRONT HEAD
SCALE: 1 1/2" = 1'-0"



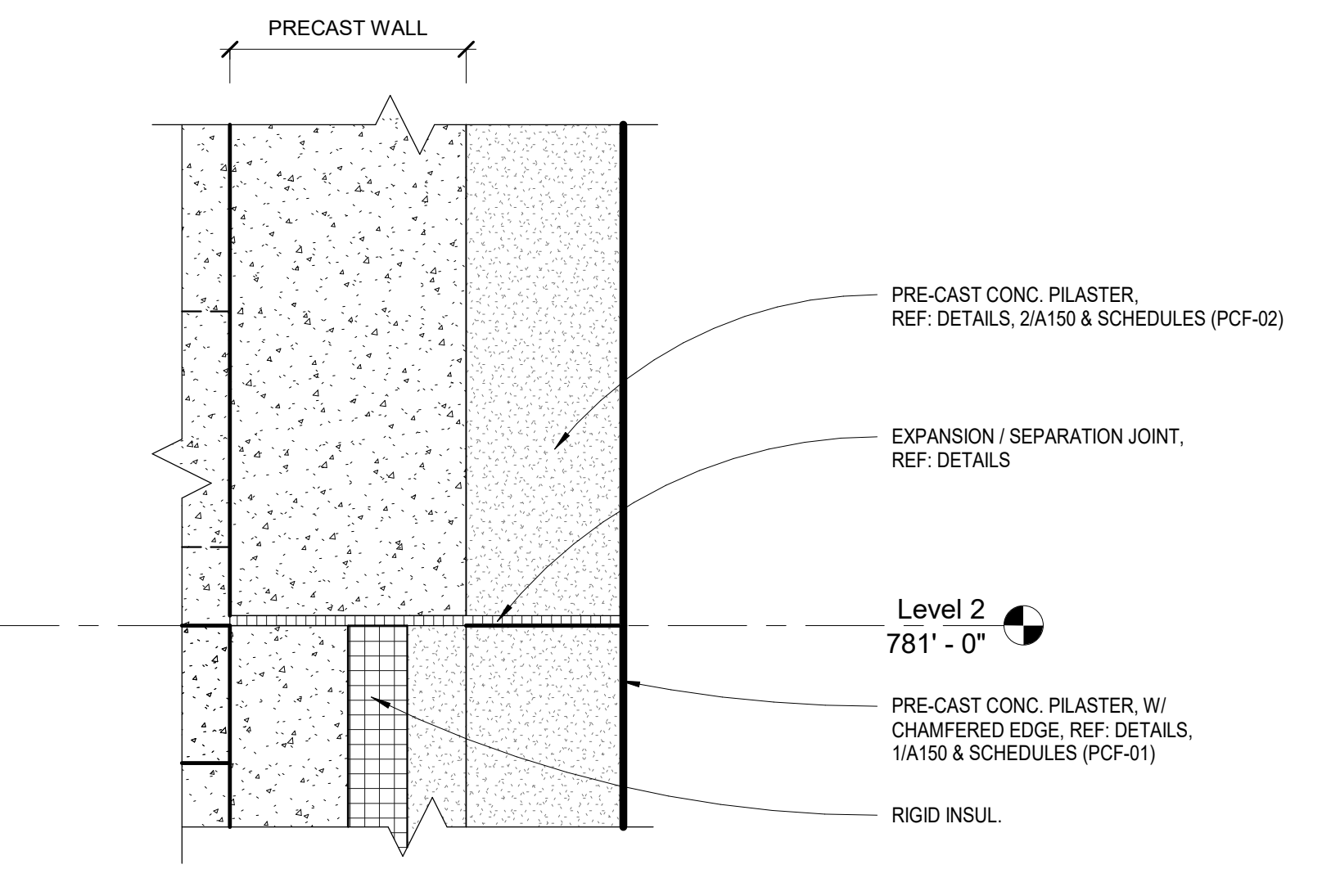
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A500
ENLARGED PROFILE SECTION @ STOREFRONT BASE
SCALE: 1 1/2" = 1'-0"



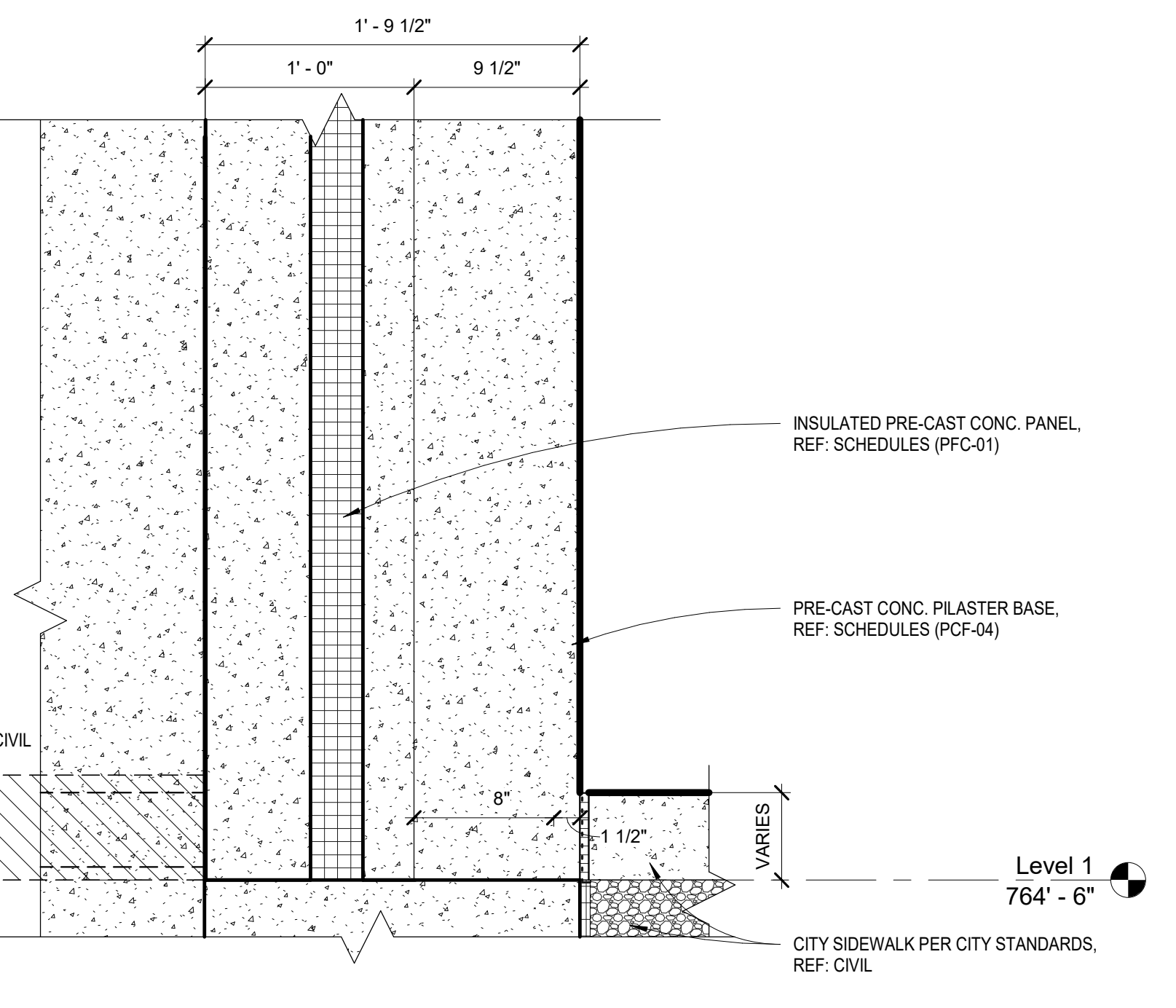
3
A500
ENLARGED PROFILE SECTION @ PARAPET
SCALE: 1 1/2" = 1'-0"



2
A500
ENLARGED PROFILE SECTION @ PILASTER TRANSITION
SCALE: 1 1/2" = 1'-0"



1
A500
ENLARGED PROFILE SECTION @ PILASTER BASE
SCALE: 1 1/2" = 1'-0"



PRELIMINARY
NOT FOR CONSTRUCTION

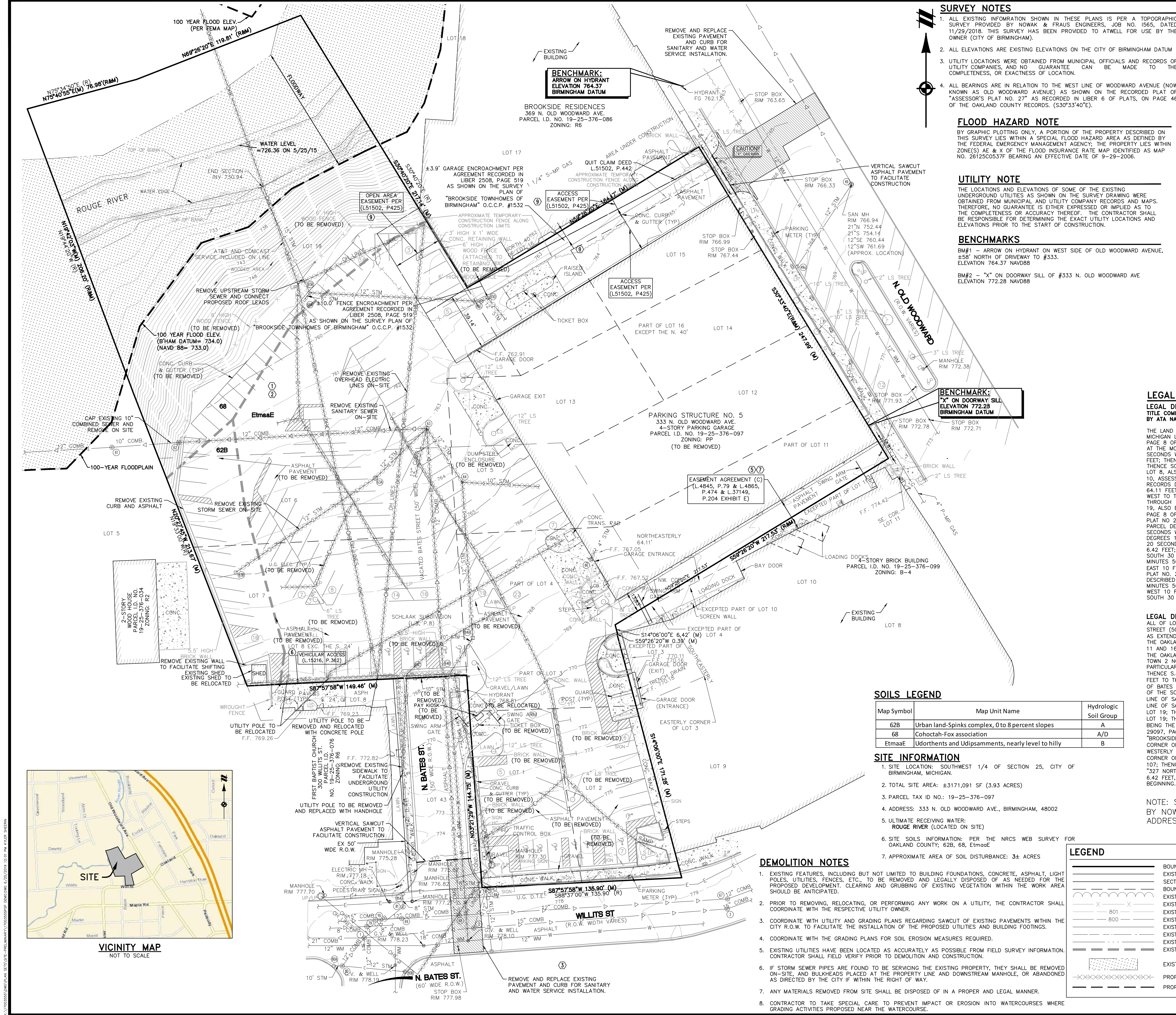
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03-13-2019 50% Design Development
05-30-2019 Deck Design Concept

Sheet No.:
A550
ENLARGED PROFILE SECTION
DETAILS



SURVEY NOTES

- ALL EXISTING INFORMATION SHOWN IN THESE PLANS IS PER A TOPOGRAPHIC SURVEY PROVIDED BY NOWAK & FRAUS ENGINEERS, JOB NO. 1565, DATED 11/29/2018. THIS SURVEY HAS BEEN PROVIDED TO ATWELL FOR USE BY THE OWNER (CITY OF BIRMINGHAM).
- ALL ELEVATIONS ARE EXISTING ELEVATIONS ON THE CITY OF BIRMINGHAM DATUM.
- UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.
- ALL BEARINGS ARE IN RELATION TO THE WEST LINE OF WOODWARD AVENUE (NOW KNOWN AS OLD WOODWARD AVENUE) AS SHOWN ON THE RECORDED PLAT OF "ASSESSOR'S PLAT NO. 27" AS RECORDED IN LIBER 6 OF PLATS, ON PAGE 46 OF THE OAKLAND COUNTY RECORDS. (S30°33'40"E).

FLOOD HAZARD NOTE

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

UTILITY NOTE

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

BENCHMARKS

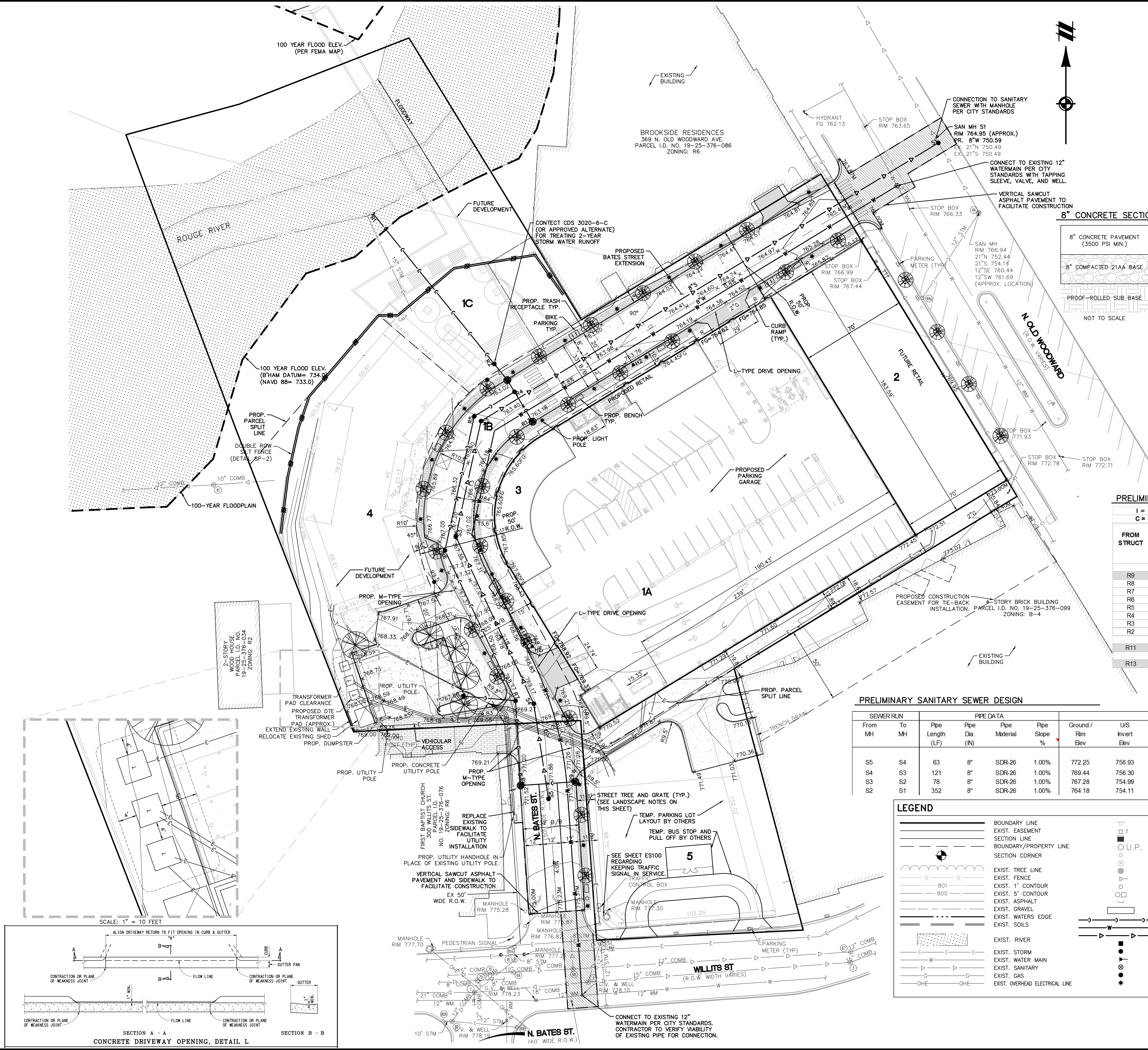
BM#1 - ARROW ON HYDRANT ON WEST SIDE OF OLD WOODWARD AVENUE, ±58' NORTH OF DRIVEWAY TO #333. ELEVATION 764.37 NAVD88
BM#2 - "X" ON DOORWAY SILL OF #333 N. OLD WOODWARD AVE. ELEVATION 772.28 NAVD88

BENCHMARK:
"X" ON DOORWAY SILL
ELEVATION 772.28
BIRMINGHAM DATUM

SEWER STRUCTURE SCHEDULE (EXISTING)

1	EX. COMBINATION MH RM 778.52 18" E INV. 770.85 21" W INV. 770.45 12" SW INV. 772.45 12" NE INV. 771.95 (BULKHEAD) 12" S INV. 770.85	38	EX. CATCH BASIN RM 764.95 12" NE INV. (FULL OF DEBRIS)	67	EX. COMBINATION MH RM 779.51 12" NE INV. 768.95 12" W INV. 768.85
2	EX. COMBINATION MH RM 778.12 18" W INV. 771.44 15" E INV. 771.49 12" NE INV. 771.99	44	EX. STORM MH RM 764.39 12" NW INV. 758.59 12" S INV. 758.89	68	EX. COMBINATION MH RM 777.91 12" W INV. 767.47 12" E INV. 767.50 12" N INV. 767.30
3	EX. COMBINATION MH RM 779.53 15" NE INV. 772.67 15" W INV. 772.52	46	EX. CATCH BASIN RM 767.05 12" N INV. 762.19 10" SW INV. 763.19	69	EX. COMBINATION MH RM 778.03 12" W INV. 767.21 12" E INV. 767.26 12" S INV. 767.26 10" SE INV. 767.71
4	EX. COMBINATION MH RM 777.12 12" SW INV. 772.48 8" E INV. 772.56 12" S INV. 772.66	48	EX. CATCH BASIN RM 777.06 6" NE INV. 755.86	70	EX. COMBINATION MH RM 778.36 15" W INV. 767.06 12" E INV. 767.16
4A	EX. CATCH BASIN RM 777.06 12" W INV. 773.62	49	EX. CATCH BASIN RM 758.69 6" SW INV. 754.69 15" N INV. 754.79 12" E INV. 754.84	71	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	50	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	72	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6A	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	51	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	73	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6B	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	52	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	74	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6C	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	53	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	75	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6D	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	54	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	76	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6E	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	55	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	77	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6F	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	56	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	78	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6G	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	57	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	79	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6H	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	58	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	80	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6I	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	59	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	81	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6J	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	60	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	82	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6K	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	61	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	83	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6L	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	62	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	84	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6M	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	63	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	85	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6N	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	64	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	86	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6O	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	65	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	87	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6P	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	66	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	88	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6Q	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	67	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	89	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6R	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	68	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	90	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6S	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	69	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	91	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6T	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	70	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	92	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6U	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	71	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	93	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6V	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	72	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	94	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6W	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	73	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	95	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6X	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	74	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	96	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6Y	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	75	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	97	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6Z	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	76	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	98	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AA	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	77	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	99	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AB	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	78	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	100	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AC	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	79	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	101	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AD	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	80	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	102	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AE	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	81	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	103	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AF	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	82	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	104	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AG	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	83	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	105	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AH	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	84	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	106	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AI	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	85	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	107	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AJ	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	86	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	108	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AK	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	87	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	109	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AL	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	88	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	110	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AM	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	89	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	111	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AN	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	90	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	112	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AO	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	91	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	113	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AP	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	92	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	114	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AQ	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	93	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	115	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AR	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	94	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	116	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AS	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	95	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	117	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AT	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	96	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	118	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AU	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	97	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	119	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AV	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	98	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	120	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AW	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	99	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	121	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AX	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	100	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	122	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AY	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	101	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	123	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6AZ	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	102	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	124	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BA	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	103	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	125	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BB	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	104	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	126	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BC	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	105	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	127	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BD	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	106	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	128	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BE	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	107	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	129	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BF	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	108	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	130	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BG	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	109	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	131	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BH	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	110	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	132	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BI	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	111	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	133	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12" E INV. 767.16
6BJ	EX. CATCH BASIN RM 777.86 12" N INV. 773.13	112	EX. CATCH BASIN RM 762.10 12" W INV. 759.45 12" NE INV. 759.50	134	EX. COMBINATION MH RM 778.03 12" W INV. 767.06 12

K:\PROJECTS\2019\170033555\170033555.DWG 6/22/2019 10:02 PM JETER SHEETS



GENERAL NOTES

1. LINEAR DIMENSIONS MEASURED FROM THE FACE OF CURB, UNLESS OTHERWISE NOTED.
2. RADII DIMENSIONS MEASURED FROM THE BACK OF CURB UNLESS OTHERWISE NOTED.
3. REFER TO THE BUILDING DRAWINGS FOR ADDITIONAL CONSTRUCTION INFORMATION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY CONFLICTS BETWEEN BUILDING DRAWINGS THESE PLANS PRIOR TO CONSTRUCTION.
4. ALL PROPOSED SPOT GRADES ARE AT EDGE/TOP OF PAVEMENT UNLESS OTHERWISE NOTED. NOTATION IS AS FOLLOWS: "FF" = FINISHED FLOOR, "FG" = FINISHED GRADE, "BC" = BACK OF CURB, "GUT" = GUTTER, "EX" = MATCH EXISTING, "T/S" = TOP OF CONCRETE SLAB.
5. ALL WORKMANSHIP, MATERIALS, AND INSTALLATION OF ROAD PAVEMENT, CURB AND CONCRETE SIDEWALK SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF BIRMINGHAM.
6. DETAILED SIDEWALK AND STREETScape GRADING PLAN TO BE PROVIDED DURING FINAL SITE PLAN DESIGN.

UTILITY NOTES

1. ALL WORKMANSHIP, MATERIALS, AND INSTALLATION OF THE UTILITIES SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF BIRMINGHAM.
2. WATER MAIN SHALL BE 8" D.I.P. CL54
3. DOMESTIC SERVICE LEAD SHALL BE TYPE K.
4. WATER MAIN LEADS SHALL BE INSTALLED WITH A TYPICAL 5.5' OF COVER.
5. FIRE PROTECTION SERVICE LEAD SHALL BE PRESSURE CLASS 350 OR THICKNESS CLASS 50 MINIMUM, WITH POLYETHYLENE WRAP PER ANSI/AWWA. FIRE LINE SHALL BE FLUSHED BY UNDERGROUND UTILITY CONTRACTOR AND FIRE PROTECTION CONTRACTOR FOLLOWING INSTALLATION.
6. SANITARY SEWER SHALL BE 8" SDR 26.
7. PROPOSED WATER AND SANITARY LEAD LOCATIONS AND DESIGN DETAILS TO BE PROVIDED DURING FINAL SITE PLAN DESIGN.
8. REFER TO ELECTRICAL SITE PLAN (E5100) FOR DETAILS REGARDING THE ELECTRIC AND TELEPHONE, INCLUDING ROUTING AND CONDUIT SIZE/TYPE.
9. FRANCHISE UTILITY ROUTING INCLUDING ELECTRIC, GAS AND TELEPHONE, ARE SHOWN FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL COORDINATE AND CONFIRM THE SERVICE PLANS WITH THE RESPECTIVE UTILITY COMPANY PRIOR TO INSTALLATION.
10. FRANCHISE UTILITY CONDUITS TO HAVE A TYPICAL BURIAL DEPTH OF 3' OF COVER, UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY.

LANDSCAPE NOTES

1. THE CITY STANDARD TREE GRATE IS AN EJW 8581. THE PROPOSED TREE WELL IS 4'x4'. REFER TO SHEET C500.
2. STREET TREE TYPES AND PLANTING DETAILS TO BE CONFIRMED DURING FINAL SITE PLAN DESIGN.
3. LIGHT POLES TO BE INSTALLED PER CITY SPECIFICATIONS. REFER TO SHEET C600.
4. REFER TO LANDSCAPE PLANS FOR ADDITIONAL DETAILS.

PRELIMINARY STORM SEWER DESIGN

FROM STRUCT		TO STRUCT		PIPE DIAM. (IN)	PIPE LENGTH (FT)	PIPE SLOPE (%)	UPPER END RIM/GROUND ELEV.	LOWER END RIM/GROUND ELEV.	UPPER END	LOWER END
R9	R8	12	36	1.25	771.45	771.44	766.94	766.49		
R8	R7	12	56	3.00	771.44	769.18	766.39	764.71		
R7	R6	12	109	0.45	769.18	767.17	761.31	760.82		
R6	R5	12	90	2.50	767.17	764.08	760.72	758.47		
R5	R4	12	31	3.00	764.08	763.19	758.37	757.44		
R4	R3	18	9	1.75	763.19	765.21	757.04	756.88		
R3	R2	24	14	1.20	765.21	764.95	756.48	756.32		
R2	R1	24	126	1.20	764.95	761.80	734.52	733.00		
R11	R7	12	34	0.45	767.50	769.18	762.97	762.81		
R13	R4	12	23	0.45	763.12	763.19	758.64	758.54		

PRELIMINARY SANITARY SEWER DESIGN

SEWER RUN		PIPE DATA				MANHOLE							CALCULATIONS		
From MH	To MH	Pipe Length (LF)	Pipe Dia. (IN)	Pipe Material	Pipe Slope %	Ground / Rim Elev	U/S Invert Elev	D/S Invert Elev	Drop	Flow DIR US to DS	Flow DIR DS to US	Structure Type	Pipe Velocity fps	Top of Pipe	Pipe Cover
S5	S4	63	8"	SDR-26	1.00%	772.25	756.93	756.30	0.00	N	S	4 FT. MH	3.5	757.65	14.6
S4	S3	121	8"	SDR-26	1.00%	769.44	756.30	755.09	0.10	NW	SE	4 FT. MH	3.5	757.02	12.4
S3	S2	78	8"	SDR-26	1.00%	767.28	754.99	754.21	0.10	N	S	4 FT. MH	3.5	755.71	11.6
S2	S1	352	8"	SDR-26	1.00%	764.18	754.11	750.59	0.00	NE	SW	4 FT. MH	3.5	754.83	9.3

LEGEND

	BOUNDARY LINE		EXIST. SIGN		BOUNDARY LINE
	EXIST. EASEMENT		EXIST. TELEPHONE RISER		EXIST. EASEMENT
	SECTION LINE		EXIST. MAILBOX		PROP. BUILDING
	BOUNDARY/PROPERTY LINE		EXIST. UTILITY POLE		PROP. BACK OF CURB
	SECTION CORNER		EXIST. LIGHT POLE		PROP. R.O.W.
	EXIST. TREE LINE		EXIST. WELL		PROP. EASEMENT
	EXIST. 1' CONTOUR		EXIST. WATER VALVE		PROP. CONCRETE
	EXIST. 5' CONTOUR		EXIST. HYDRANT		PROP. ASPH.
	EXIST. ASPHALT		EXIST. SANITARY MANHOLE		PROP. STREET TREE
	EXIST. GRAVEL		EXIST. CATCH BASIN/INLET		PROP. SIDEWALK RAMP
	EXIST. WATERS EDGE		EXIST. END SECTION		PROP. SPOT ELEVATION
	EXIST. SOILS		EXIST. BUILDING		PROP. BENCH
	EXIST. RIVER		PROP. STORM		PROP. TRASH RECEPTACLE
	EXIST. STORM		PROP. WATER MAIN		PROP. BIKE PARKING
	EXIST. WATER MAIN		PROP. CATCH BASIN		PROP. UNDERGROUD ELECTRIC
	EXIST. SANITARY		PROP. STORM MANHOLE		PROP. UNDERGROUD TELEPHONE
	EXIST. GAS		PROP. HYDRANT		PROP. UNDERGROUD GAS
	EXIST. OVERHEAD ELECTRICAL LINE		PROP. VALVE		
			PROP. SANITARY MANHOLE		
			PROP. LIGHT POLE		

811

Know what's below.

Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SECTION 25

TOWN 2 NORTH, RANGE 10 EAST

CITY OF BIRMINGHAM

OAKLAND COUNTY, MICHIGAN

WOODWARD BATES PARTNERS LLC

BATES STREET DEVELOPMENT

PHASE 1

PRELIMINARY SITE PLAN

LAYOUT, UTILITY, AND GRADING PLAN

CLIENT

DATE

2/20/19 SD

2/27/19 PROGRESS DD

3/13/19 50% DD

4/01/19 FRANCHISE REV.

5/22/19 TIE-BACK EASE.

5/30/19 ALT. DECK DESIGN

6/14/19 CITY PSP REVIEW

REVISIONS

SCALE 0 15 30

1" = 30 FEET

DR. SK CH. KS

P.M. MB

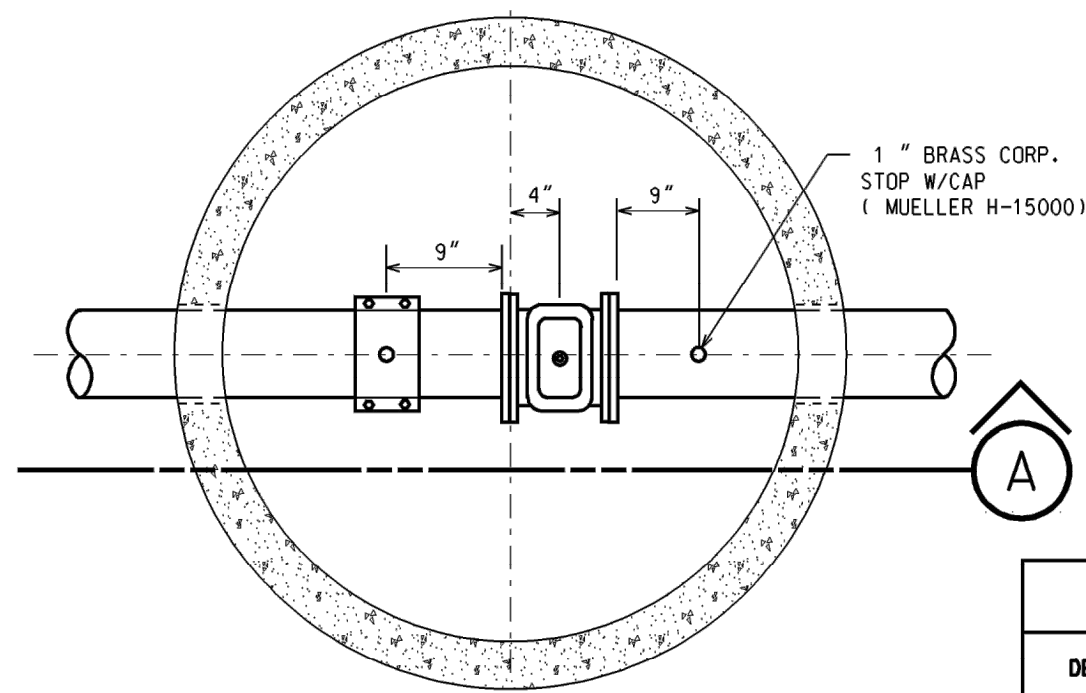
BOOK --

JOB 170033555

FILE CODE: EX

SHEET NO. C200

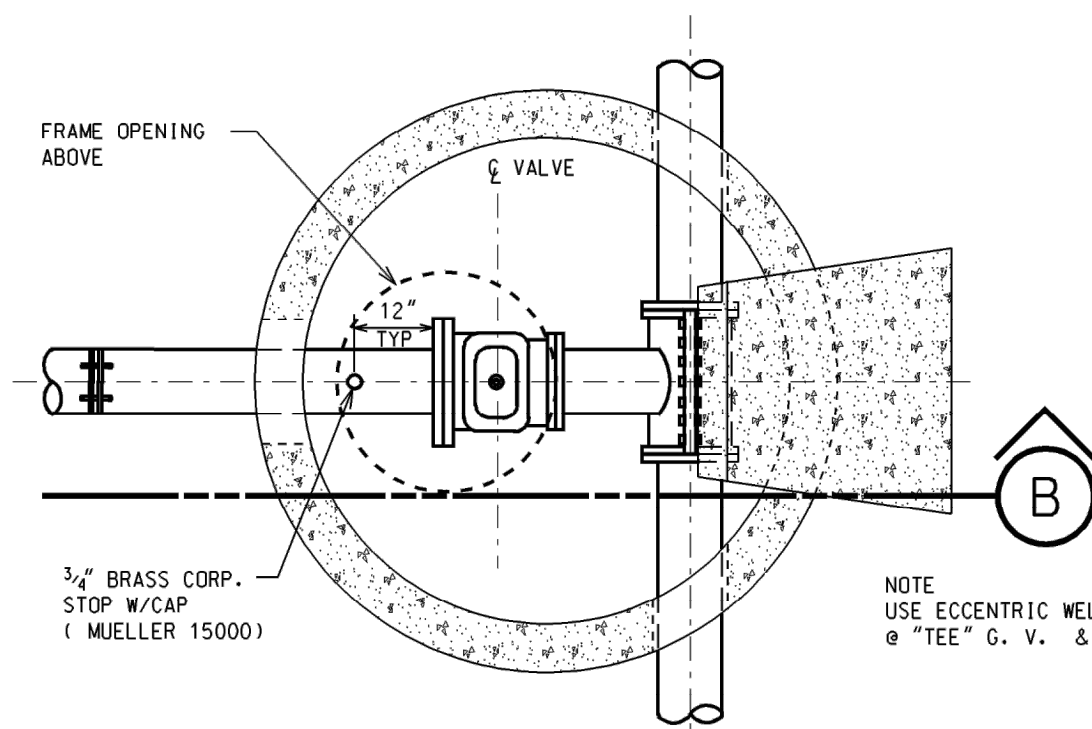
NOT FOR CONSTRUCTION



GATE WELL PLAN

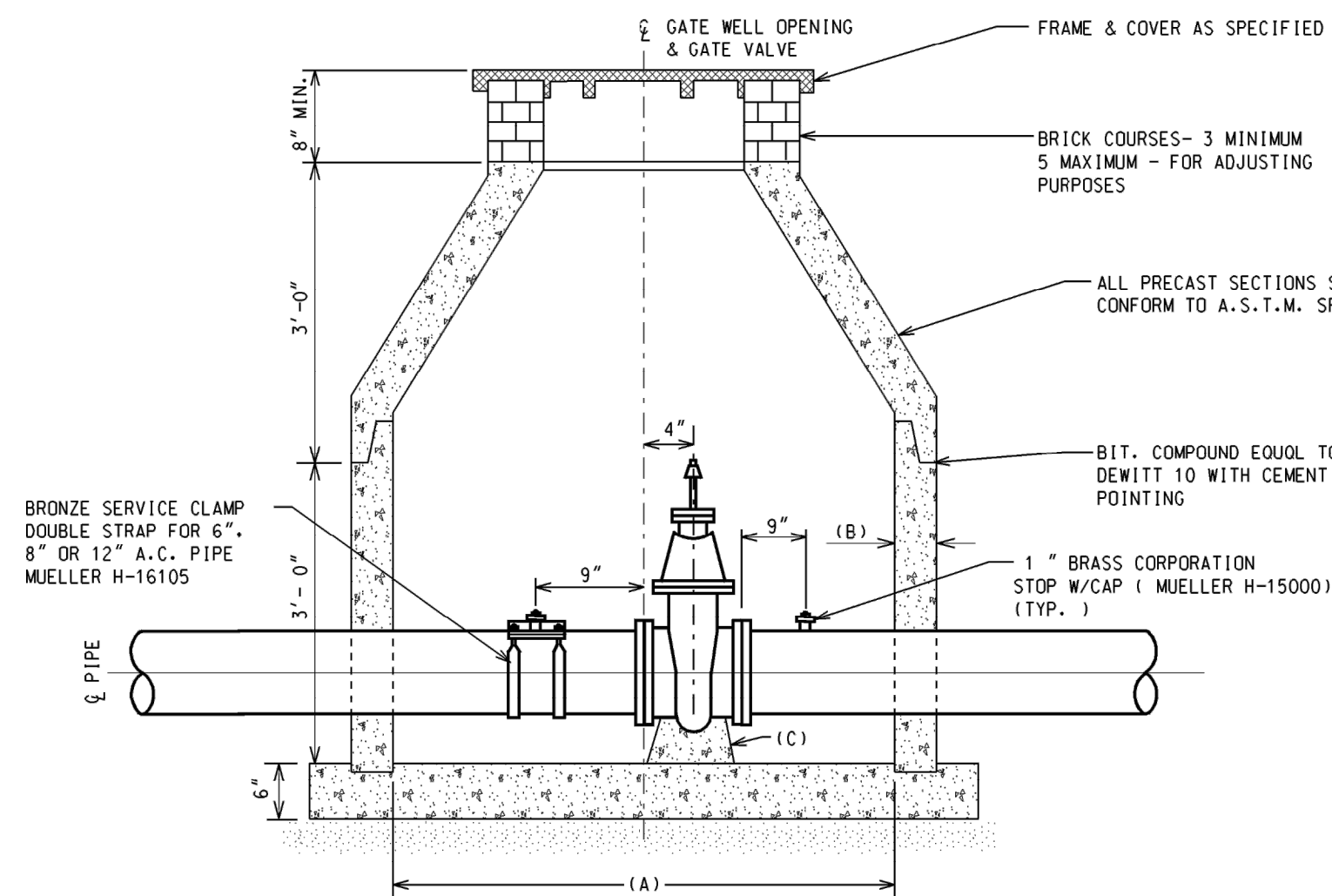
NO SCALE

GATE WELL SCHEDULE			
DESCRIPTION	DIM.	PIPE DIA. INCHES	
INSIDE DIA.	A	6" & 8"	12"
WALL THICK.	B	5"	7"
VALVE BLOCK THICK.	C	4"	4"



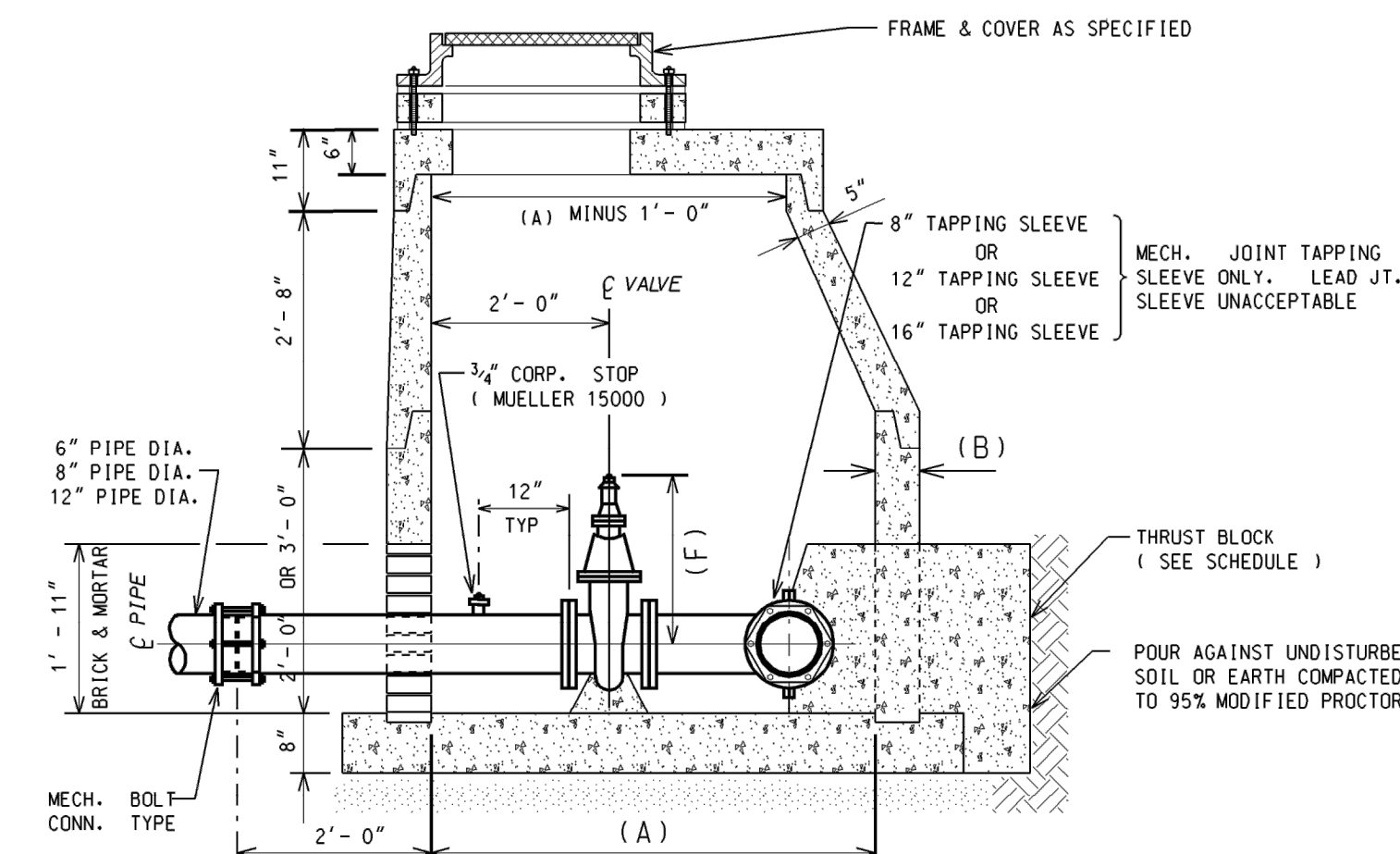
TAPPING SLEEVE, VALVE & WELL PLAN

NO SCALE



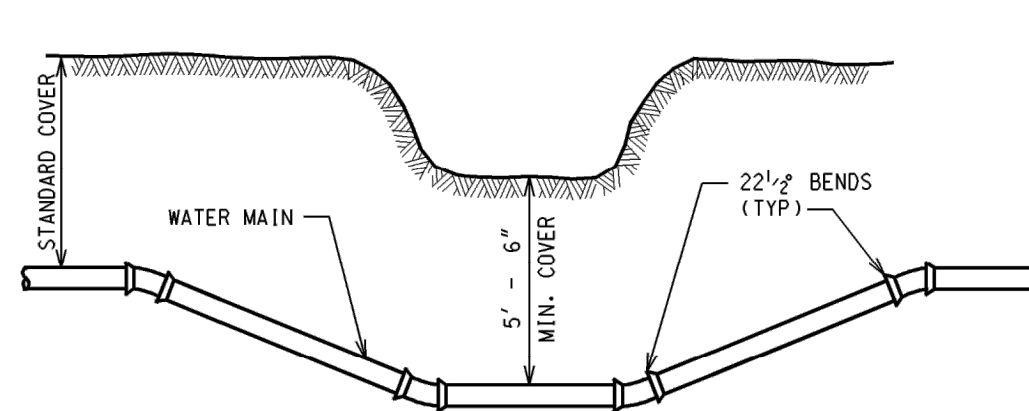
SECTION "A" GATE WELL

NO SCALE
W-1 & W-3



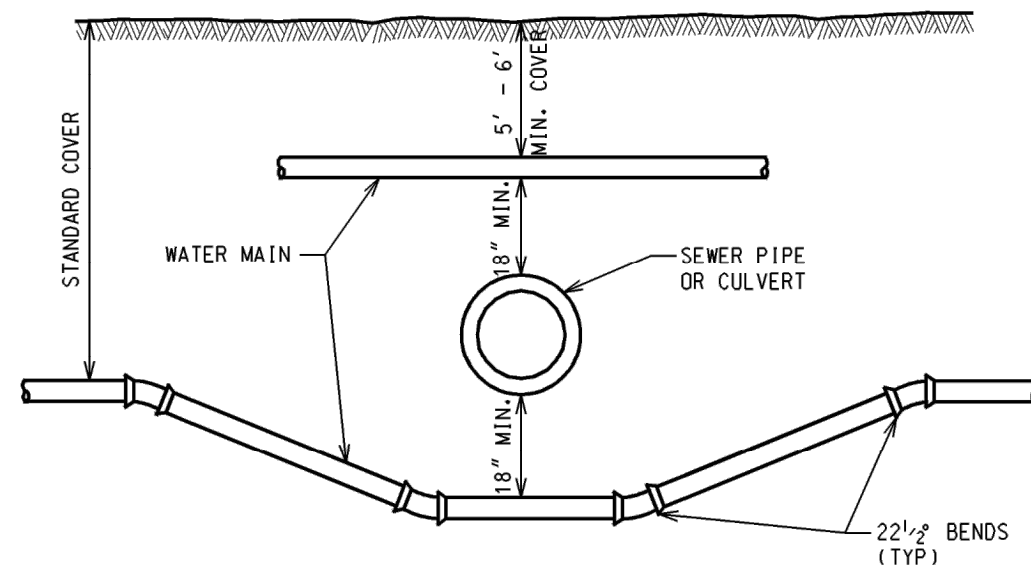
SECTION "B" TAPPING SLEEVE, VALVE & WELL

NO SCALE
W-4



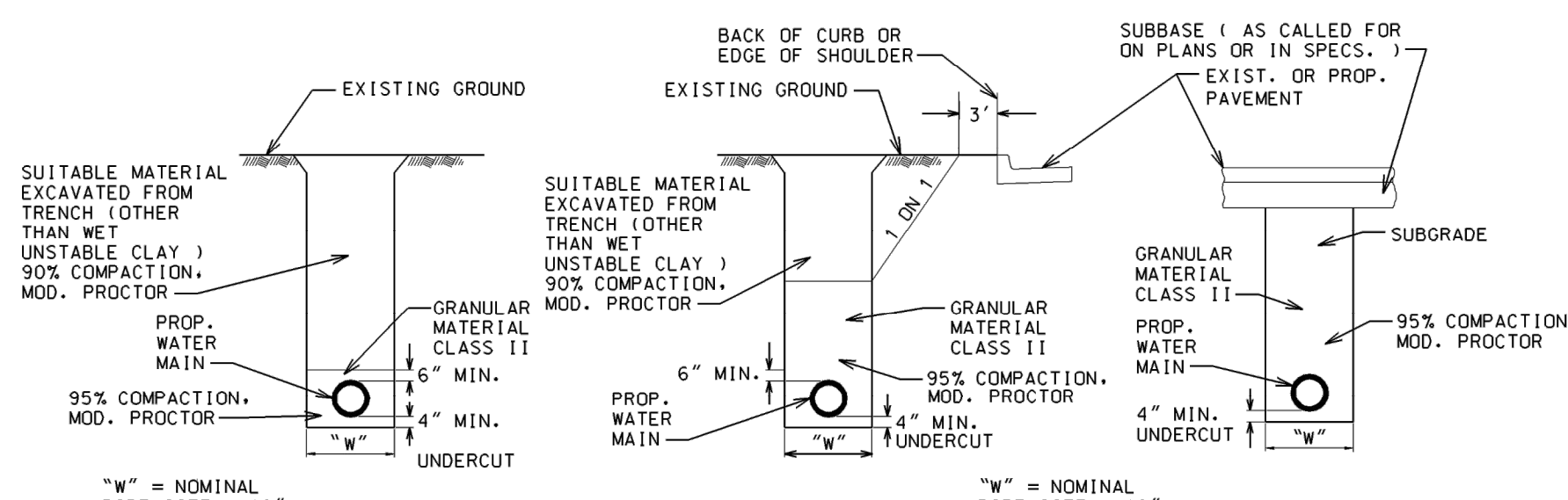
DITCH AND STREAM CROSSING

NO SCALE

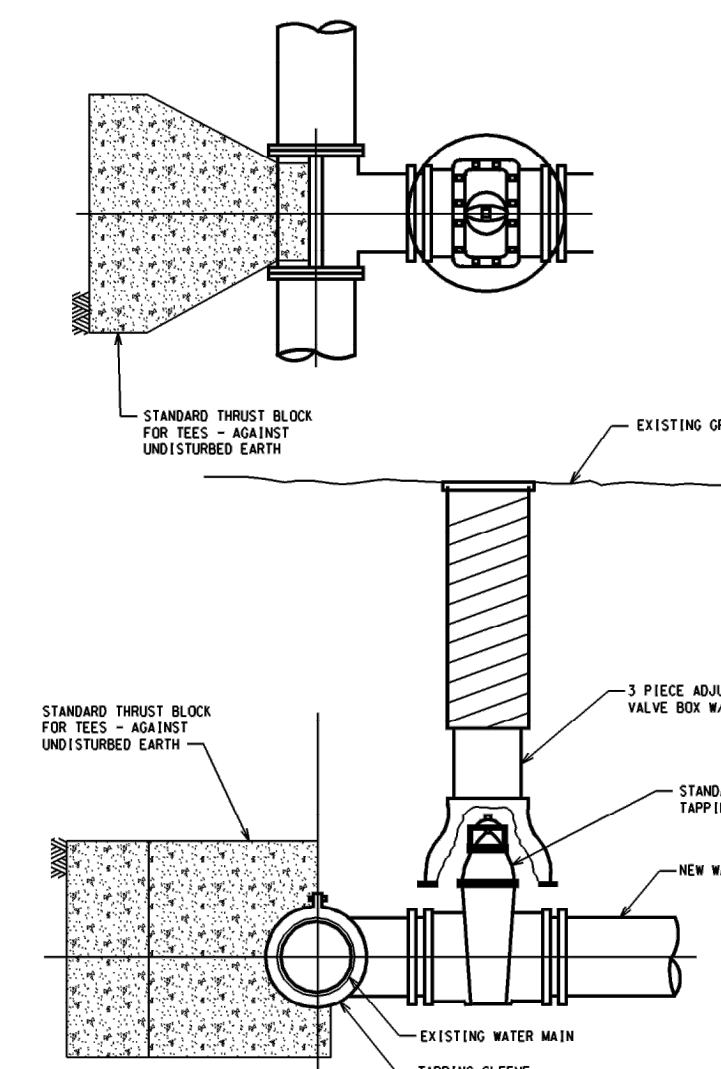


SEWER OR CULVERT CROSSING

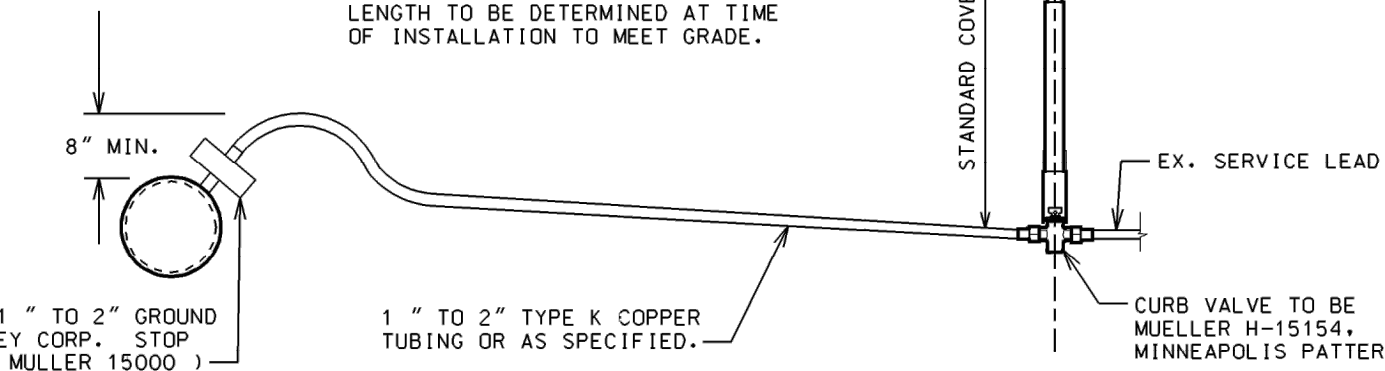
NO SCALE



BEDDING DETAILS

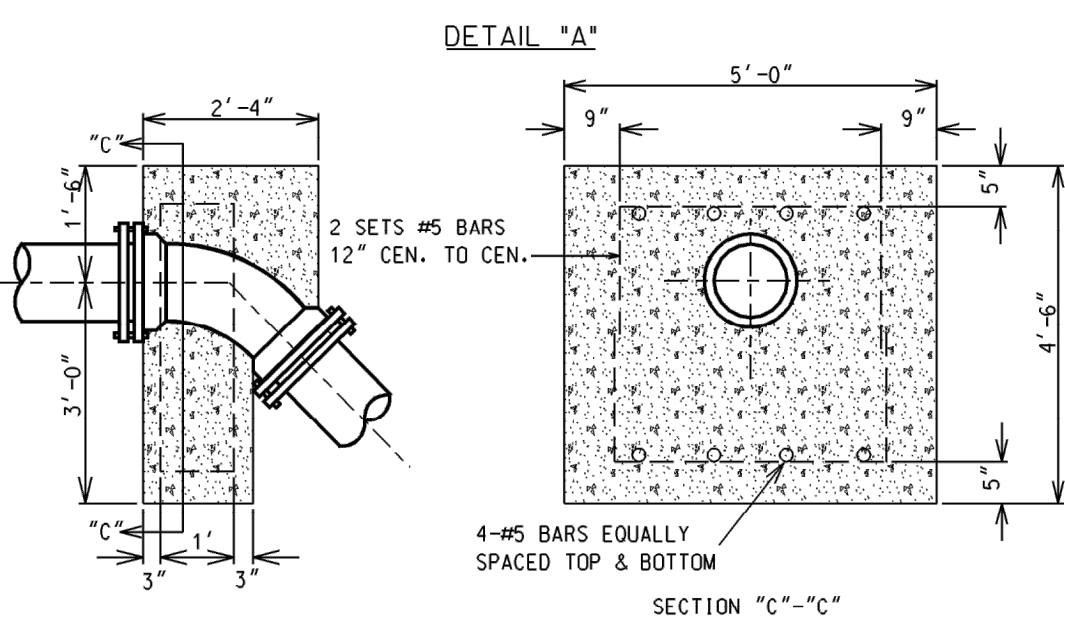


**TAPPING SLEEVE & VALVE
W/VALVE BOX**

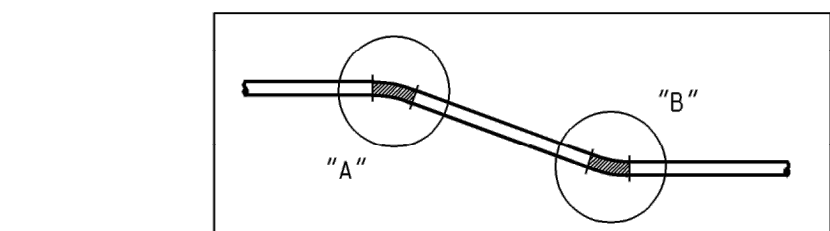


WATER SERVICE CONNECTION (TYP)

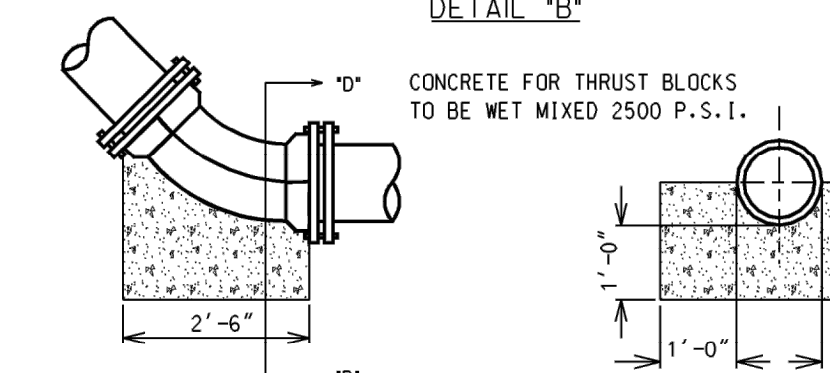
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DETAIL "A"

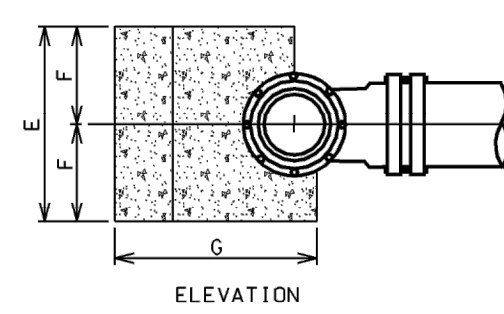


DETAIL "B"

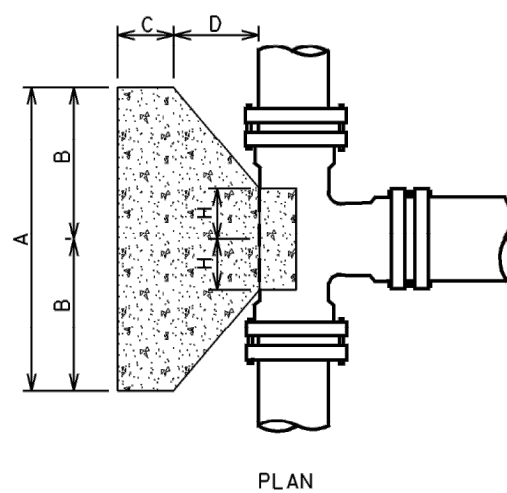


SECTION "D"

**VERTICAL BEND THRUST BLOCKS
FOR 8"-12" MAINS**



ELEVATION



PLAN

THRUST BLOCK FACE SHALL BE
POURED AGAINST UNDISTURBED
EARTH.

CONCRETE FOR THRUST BLOCKS
TO BE WET MIXED 2500 P.S.I.

SCHEDULE OF THRUST BLOCK DIMENSIONS			
CODE	TEE SIZE		
	8"x8"	12"x12"	16"x16"
A	3'-0"	4'-0"	5'-0"
B	1'-6"	2'-0"	2'-6"
C	0'-9"	0'-9"	1'-0"
D	1'-0"	1'-4"	1'-8"
E	2'-0"	3'-0"	4'-0"
F	1'-0"	1'-6"	2'-0"
G	2'-0"	2'-10"	3'-8"
H	3'-0"	3'-10"	4'-2"
I	0'-6"	0'-10"	1'-0"
J	0'-6"	0'-10"	1'-0"

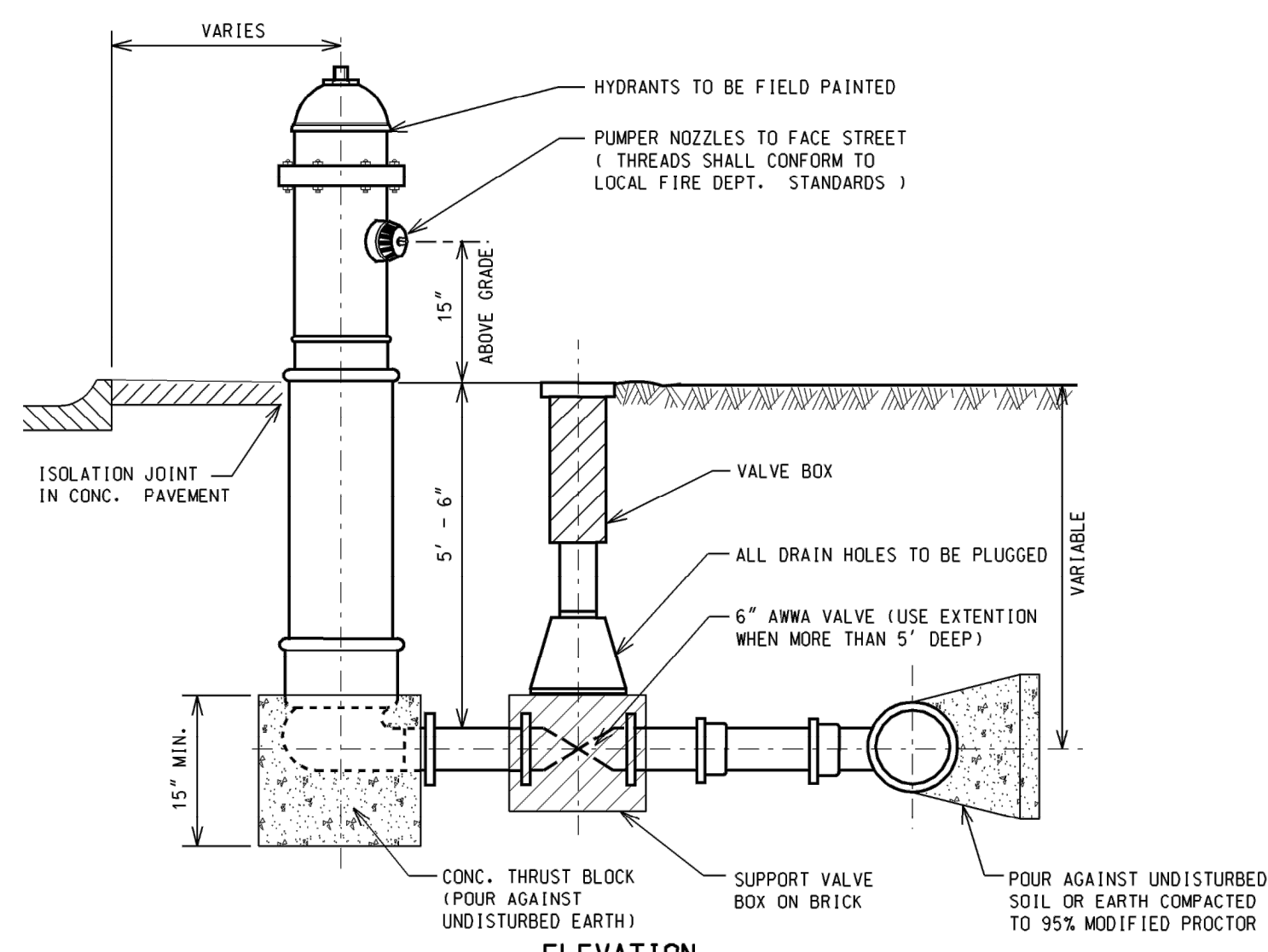
**CONCRETE THRUST BLOCK
FOR TEES**

N.T.S.

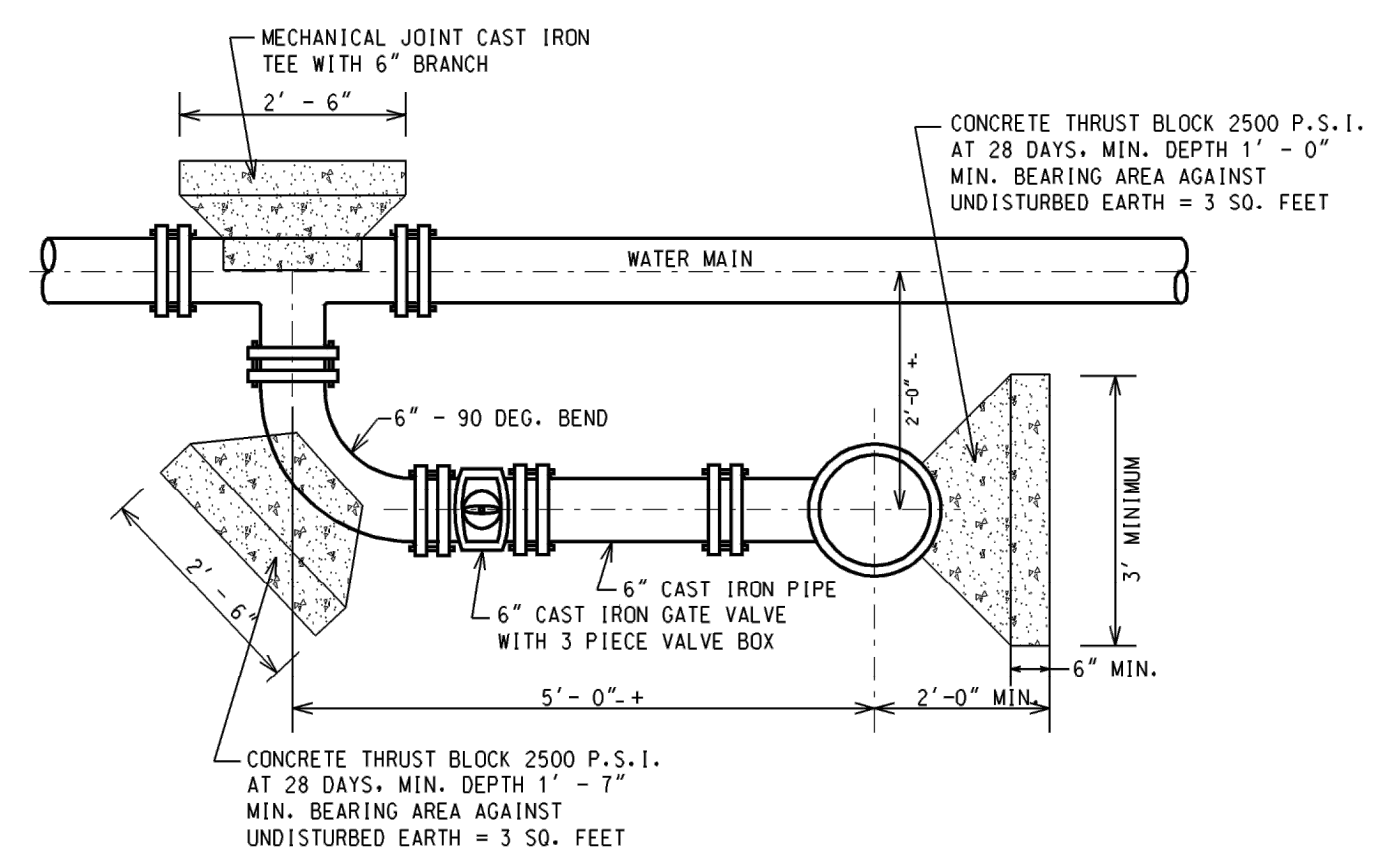
SIZE	ANGLE	A MIN.	B MIN.	C	D	E	F	G	H MIN.	J
6"	45°	1'-6"	0'-9"	0'-9"	1'-6"	0'-9"	1'-6"	0'-9"	1'-8"	0'-10"
6"	90°	1'-6"	0'-9"	0'-9"	2'-0"	1'-0"	2'-0"	1'-0"	1'-8"	0'-10"
8"	45°	1'-9"	0'-9"	1'-0"	2'-4"	1'-2"	2'-0"	1'-0"	1'-11"	1'-4"
8"	90°	1'-9"	0'-9"	1'-0"	3'-4"	1'-8"	2'-6"	1'-3"	1'-11"	1'-2"
12"	22-1/2°	1'-9"	0'-9"	1'-0"	2'-6"	1'-3"	2'-0"	1'-0"	2'-0"	1'-4"
12"	45°	2'-1"	0'-9"	1'-4"	3'-6"	1'-9"	2'-6"	1'-3"	2'-4"	1'-4"
12"	90°	2'-1"	0'-9"	1'-4"	5'-6"	2'-9"	3'-0"	1'-6"	2'-4"	1'-8"
16"	22-1/2°	2'-8"	1'-0"	1'-8"	3'-4"	1'-8"	2'-6"	1'-3"	3'-0"	1'-2"
16"	45°	2'-8"	1'-0"	1'-8"	5'-4"	2'-8"	3'-0"	1'-6"	3'-0"	1'-6"
16"	90°	2'-8"	1'-0"	1'-8"	6'-0"	3'-0"	5'-0"	2'-6"	3'-0"	1'-8"
24"	90°	4'-7"	1'-0"	3'-7"	10'-0"	5'-0"	7'-0"	3'-6"	5'-4"	2'-4"

**CONCRETE THRUST BLOCK
FOR BENDS**

N.T.S.



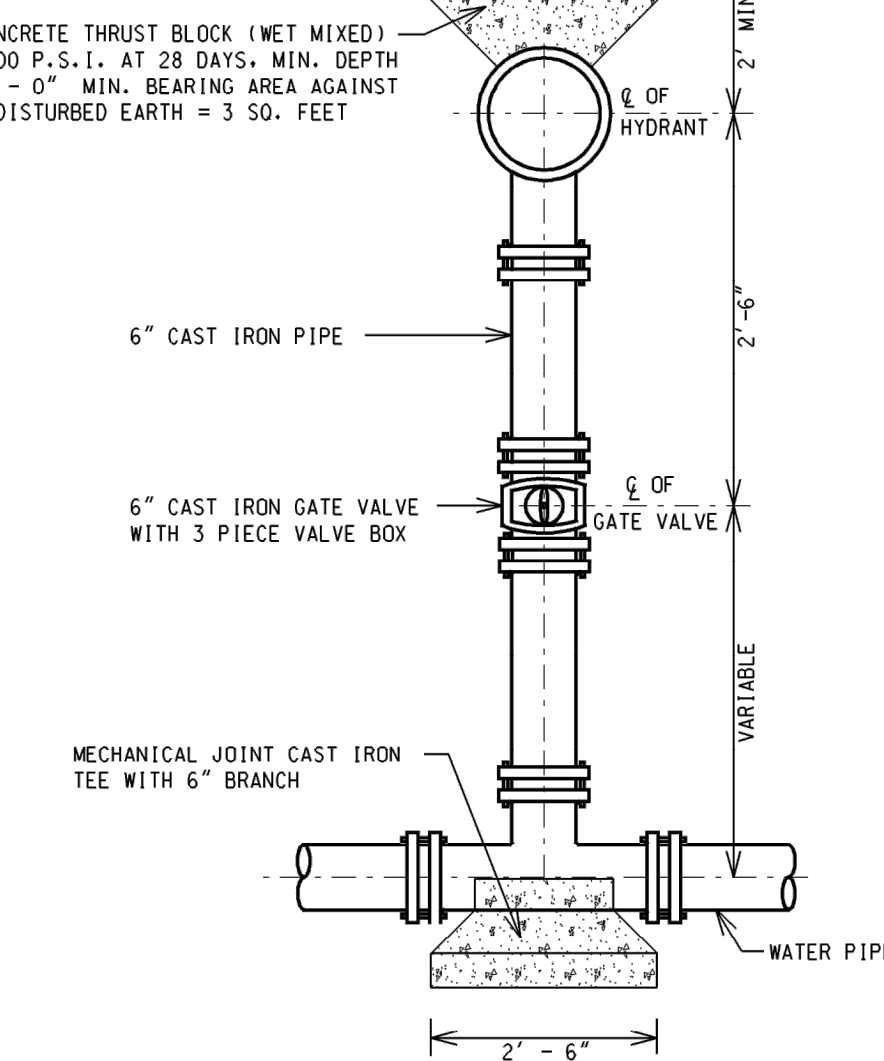
FIRE HYDRANT GUARD POSTS DETAIL



"L" HYDRANT CONNECTION

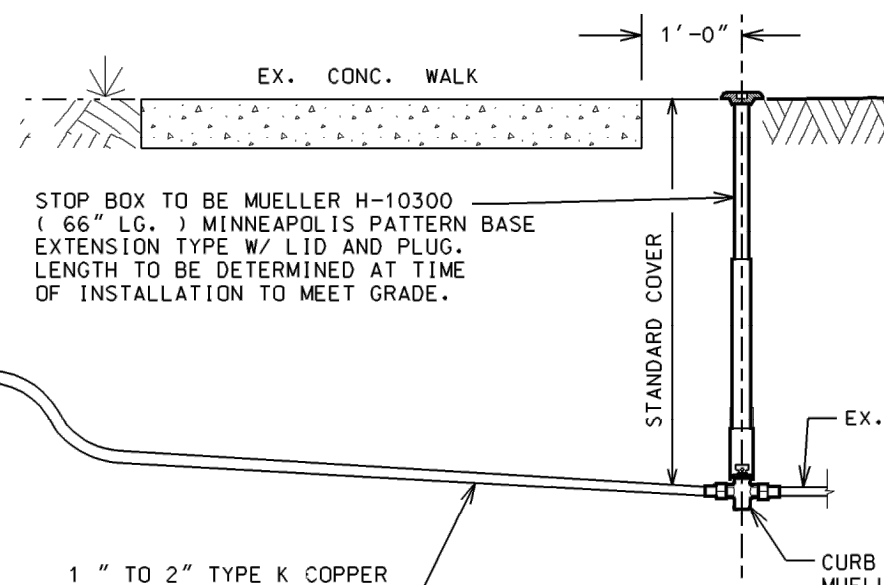
NO SCALE
W-9

NOTE: FOR CONSTRUCTION OF NEW FIRE
HYDRANT TO EXISTING "LIVE" WATERMAIN,
USE 6" TAPPING SLEEVE VALVE & BOX TO
MAKE CONNECTION, AND DELETE "6" CAST
IRON GATE VALVE WITH 3 PIECE VALVE
" AS SHOWN ON DETAIL .



STRAIGHT HYDRANT CONNECTION

NO SCALE
W-10



WATER MAIN STANDARD DETAILS

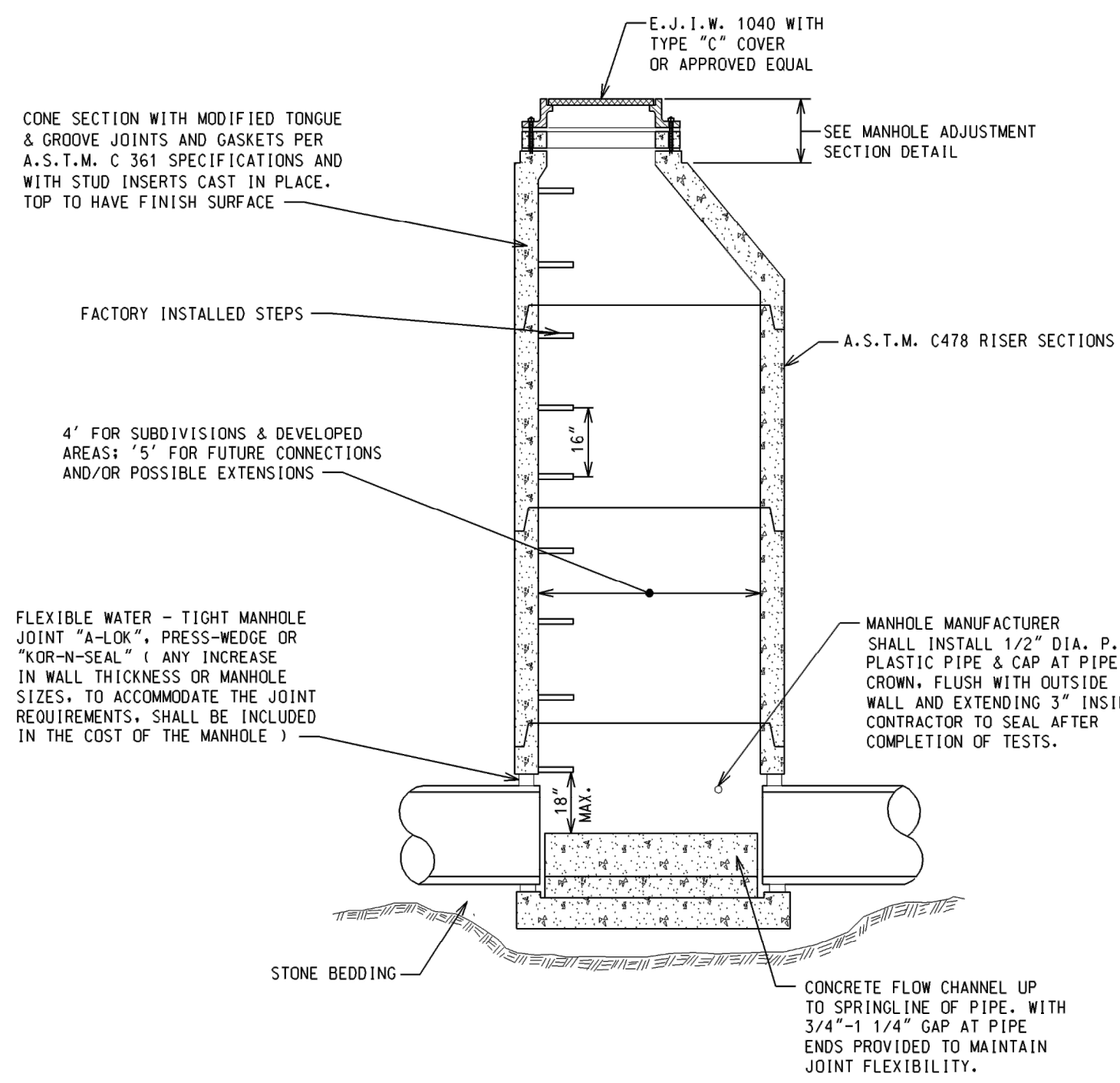
NO SCALE



151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

WATER MAIN STANDARD DETAILS

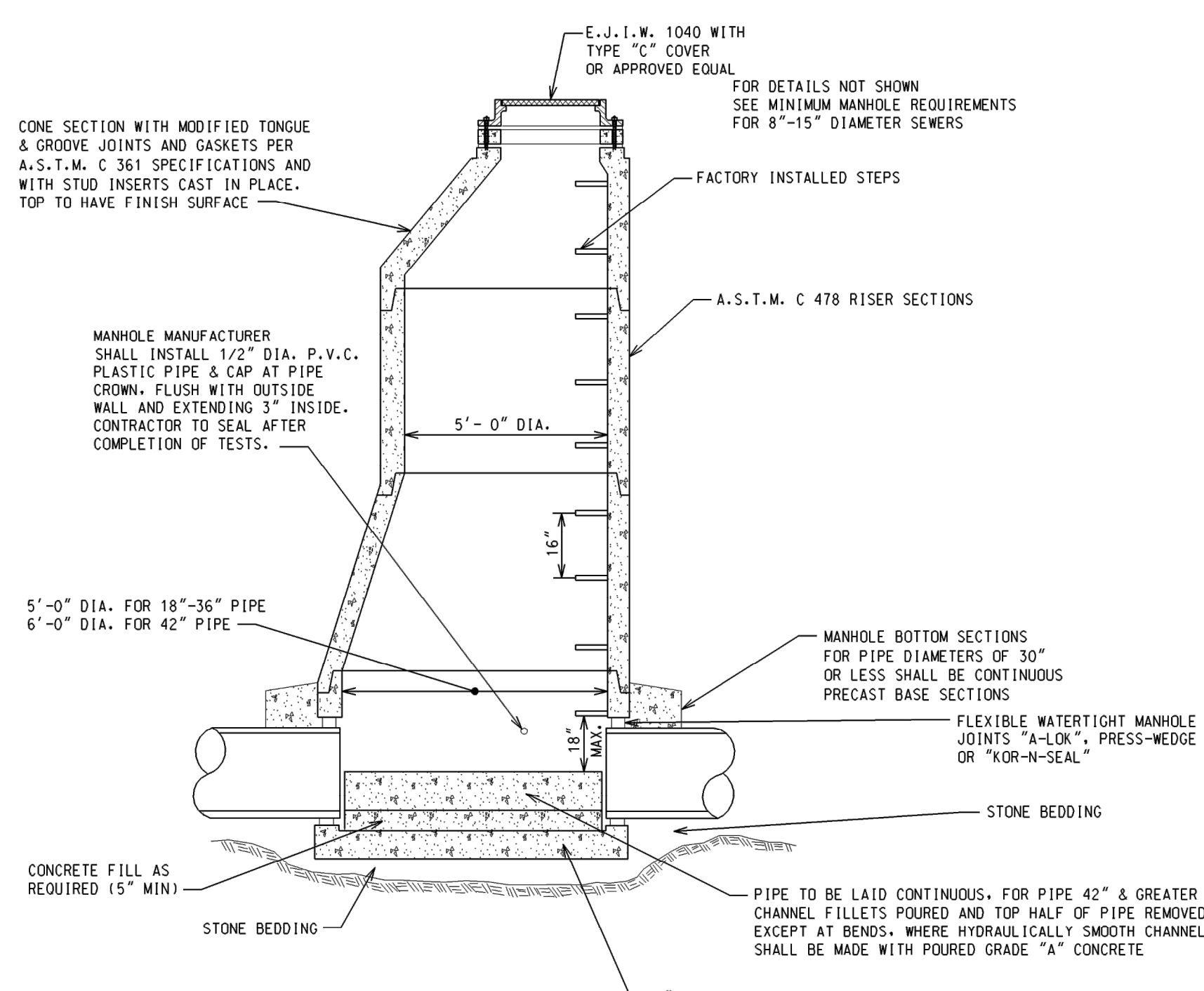
DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE	APRIL 2005
		APPROVED	SCALE	WM-1



NOTE: ALL PRECAST MANHOLES, SLAB BASE & CONCRETE CHANNELIZATION SHALL BE MANUFACTURED WITH TYPE II, IP, OR IIA CEMENT.

SEWER MANHOLE

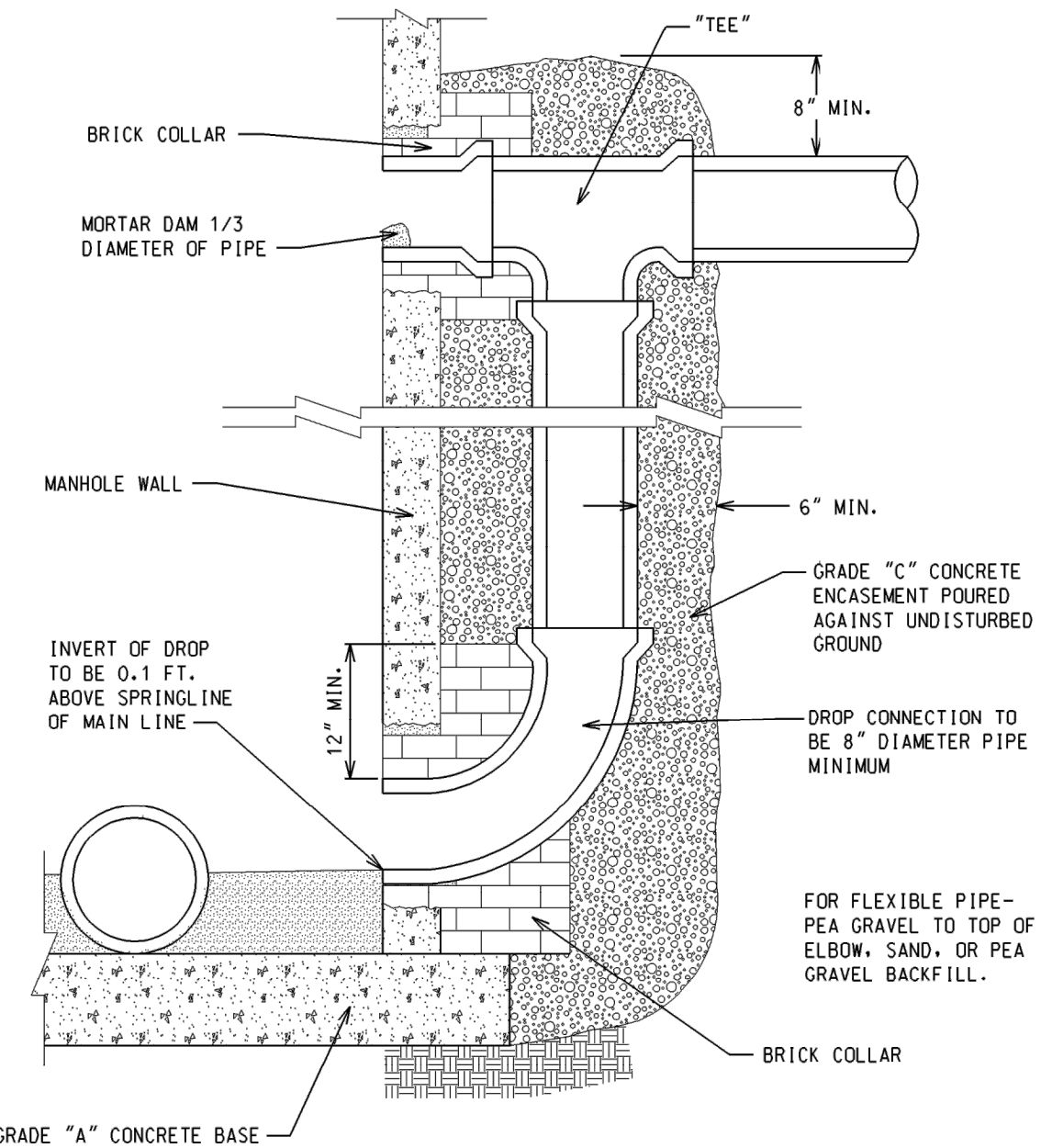
(8" THRU 15" DIA. SEWERS)



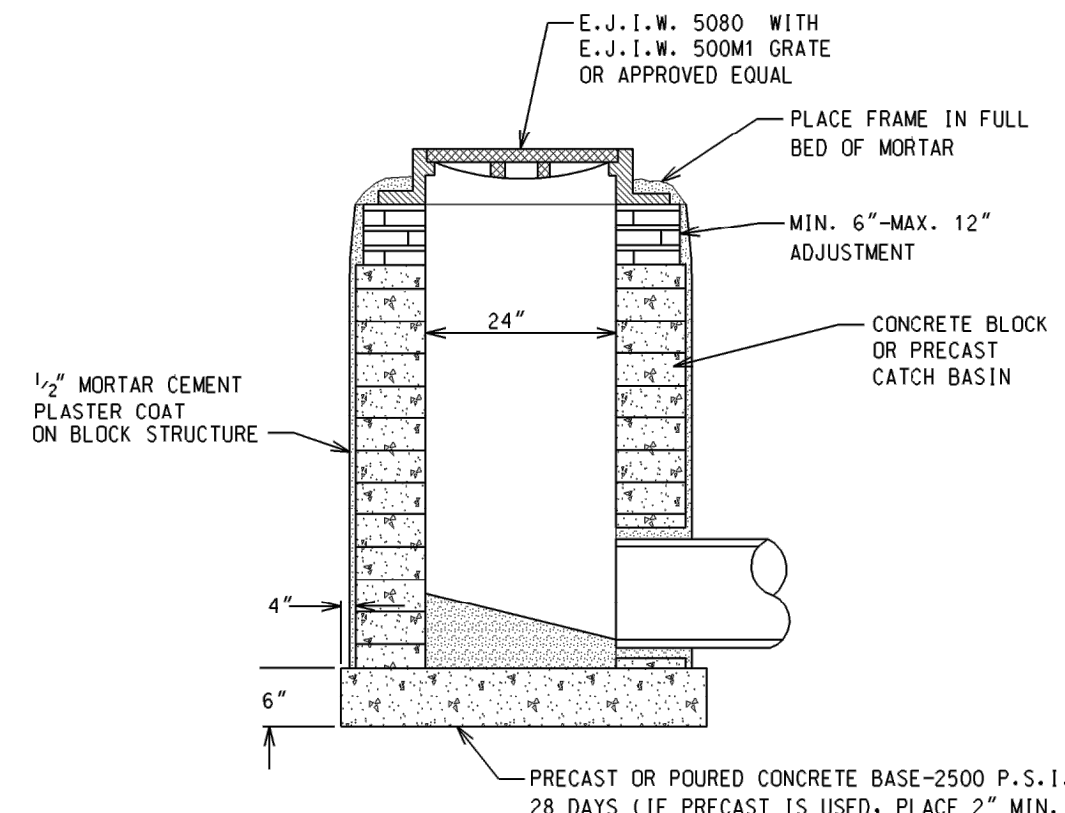
NOTE: ALL PRECAST MANHOLES, SLAB BASE & CONCRETE CHANNELIZATION SHALL BE MANUFACTURED WITH TYPE II, IP, OR IIA CEMENT.

SEWER MANHOLE

(18" THRU 42" DIA. SEWERS)

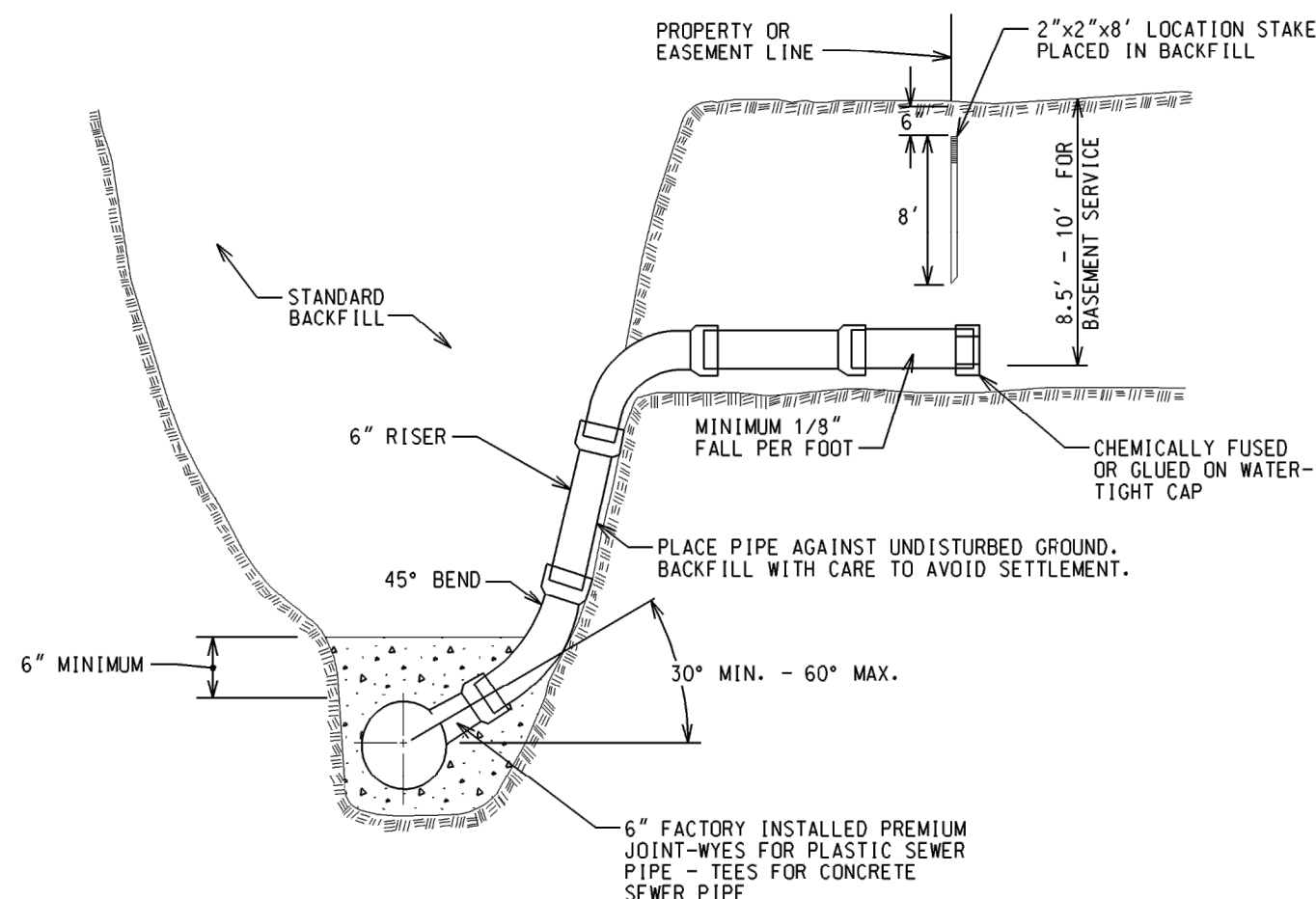


EXTERNAL DROP CONNECTION



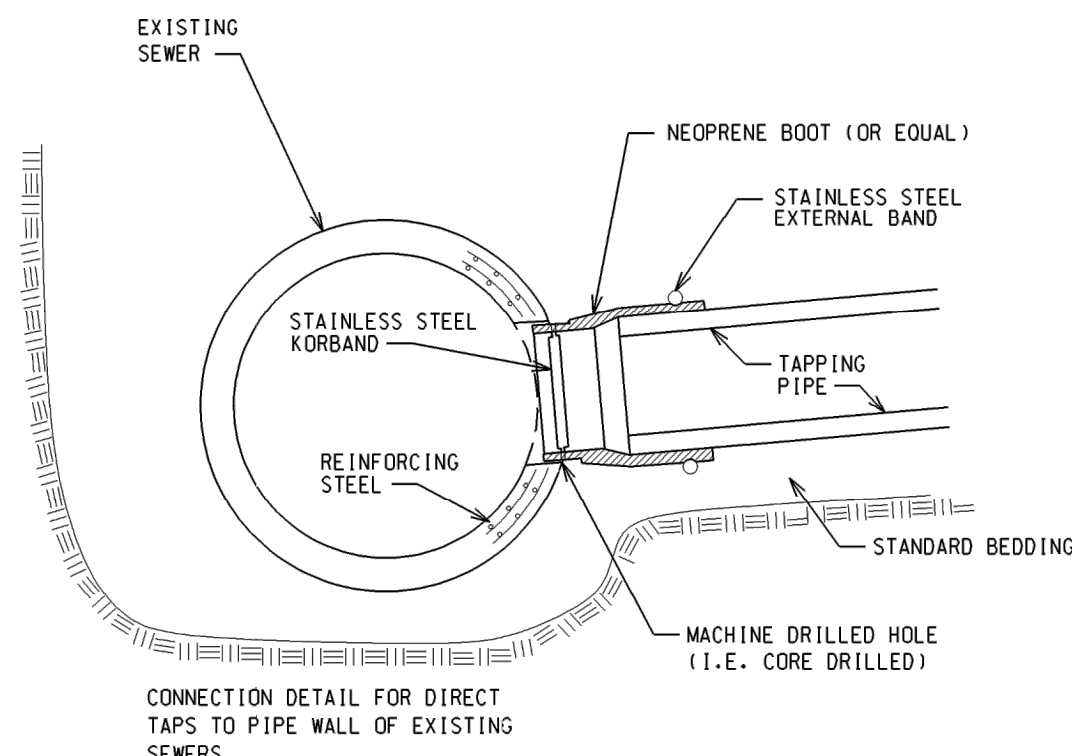
2 FT. DIAMETER INLET

NOTE: FOR CATCH BASINS OR INLETS WITHIN YARD AREAS USE E.J.I.W. 1040 WITH TYPE 'N' COVER OR APPROVED EQUAL



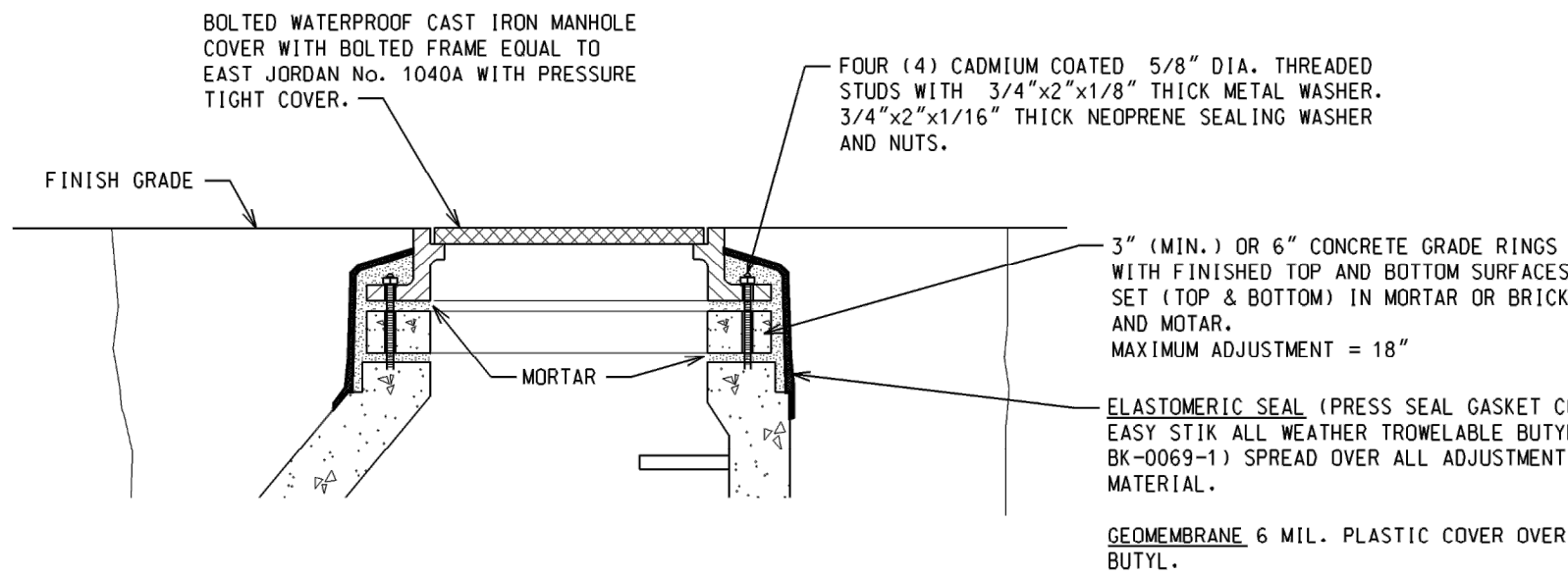
BUILDING LEAD DETAIL

0' - 15' COVER

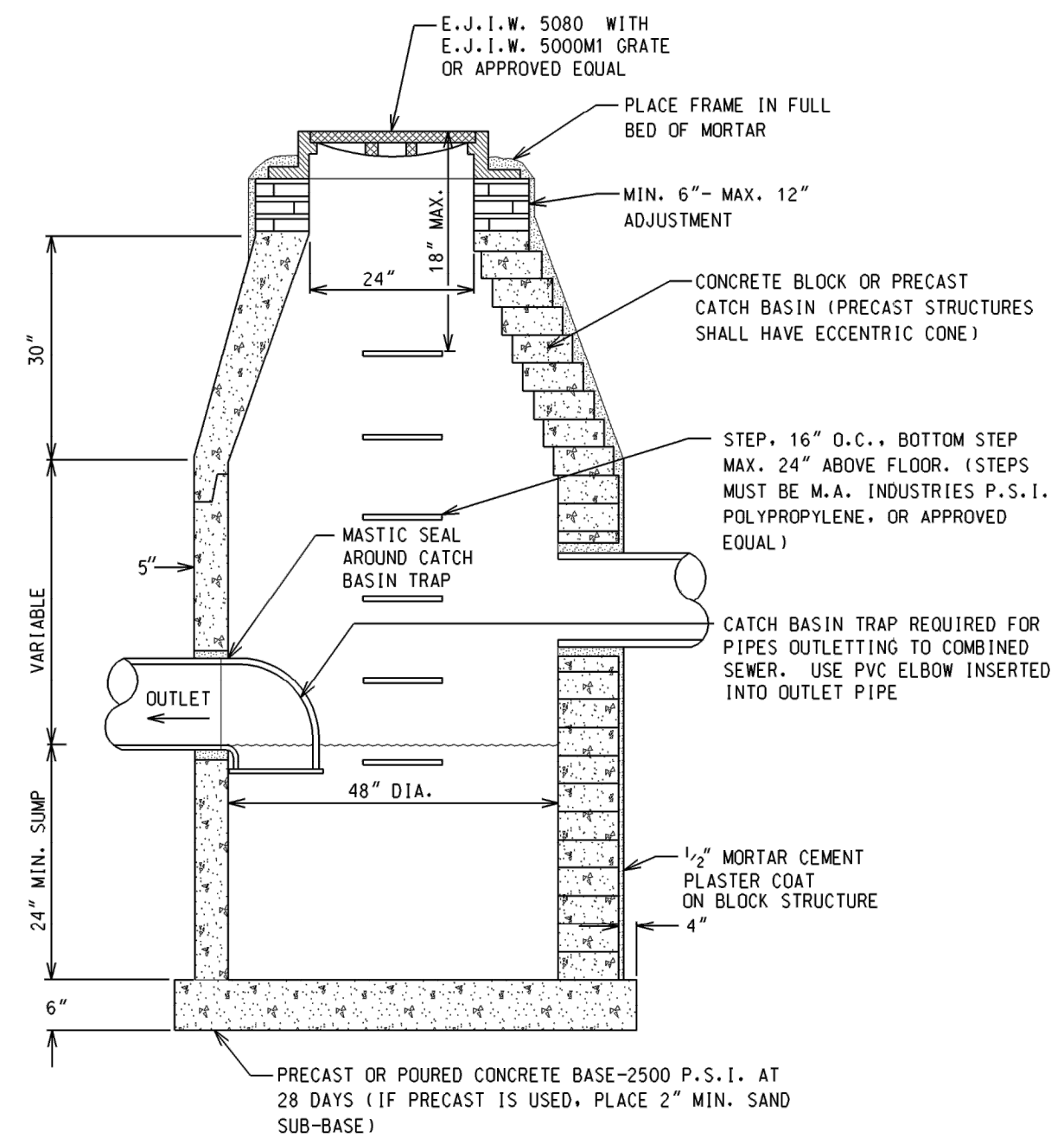


KOR-N-TEE TAP FOR CONCRETE

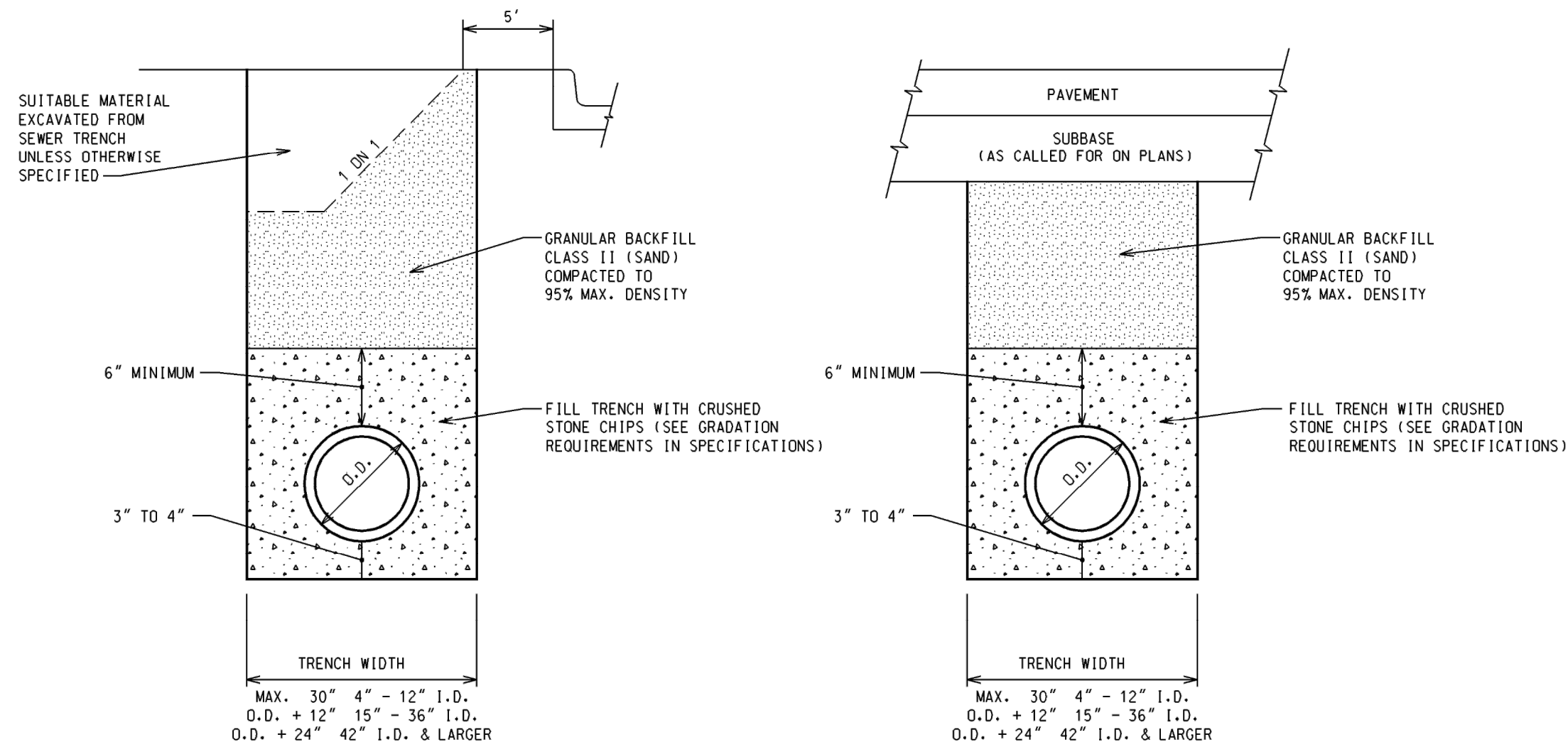
NO SCALE



SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



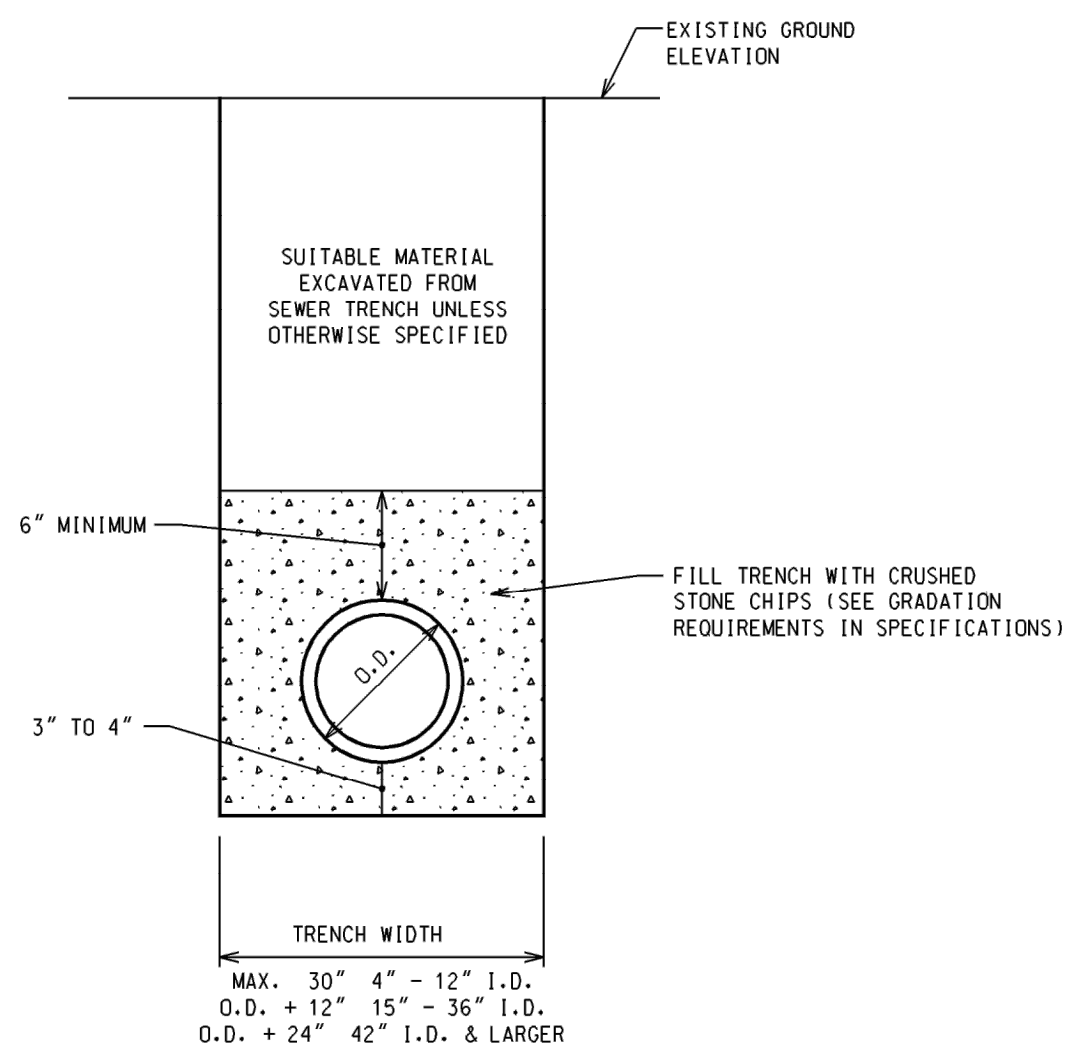
4 FT. DIAMETER CATCH BASIN



TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

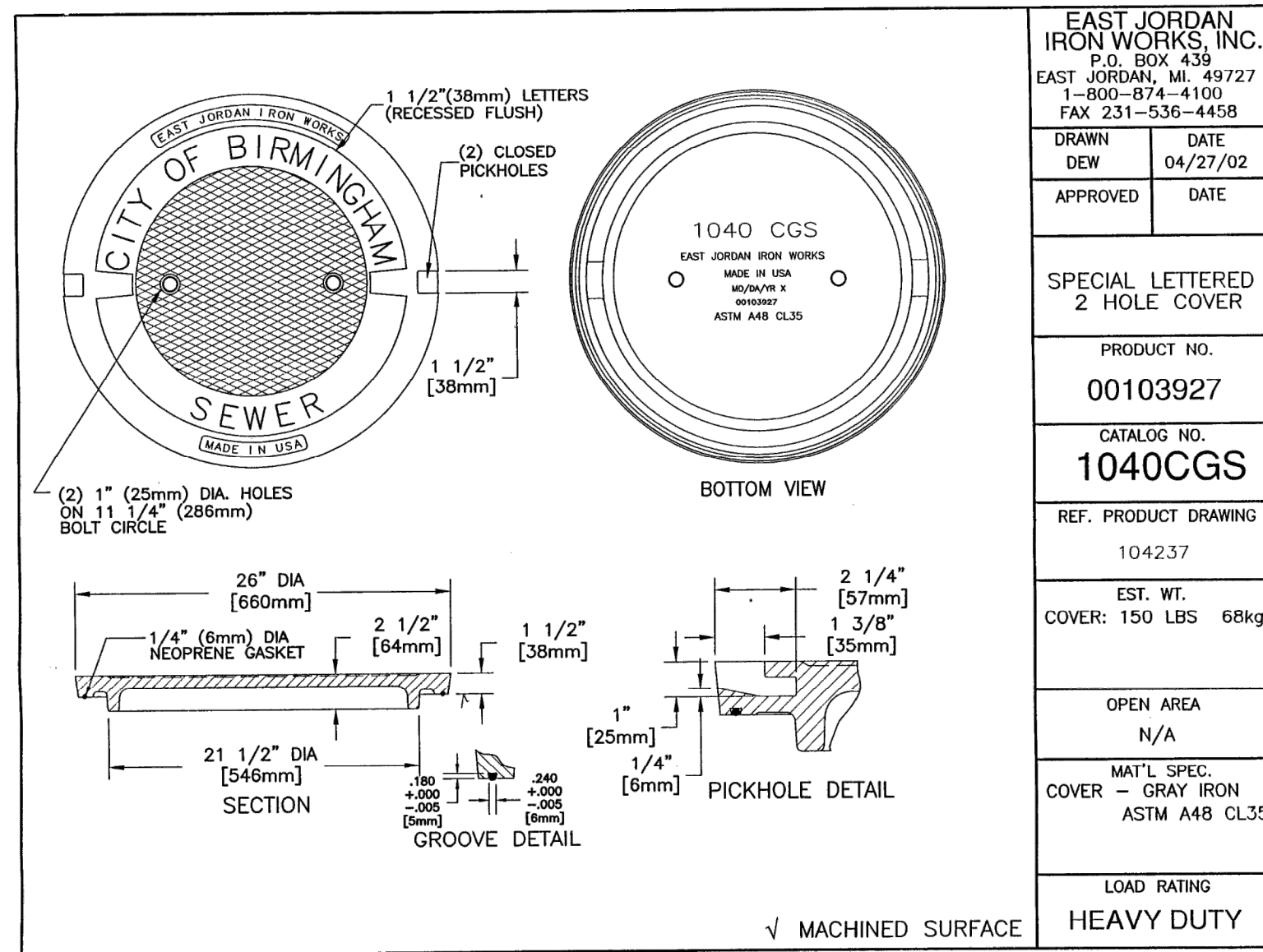
NOT TO SCALE



TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE



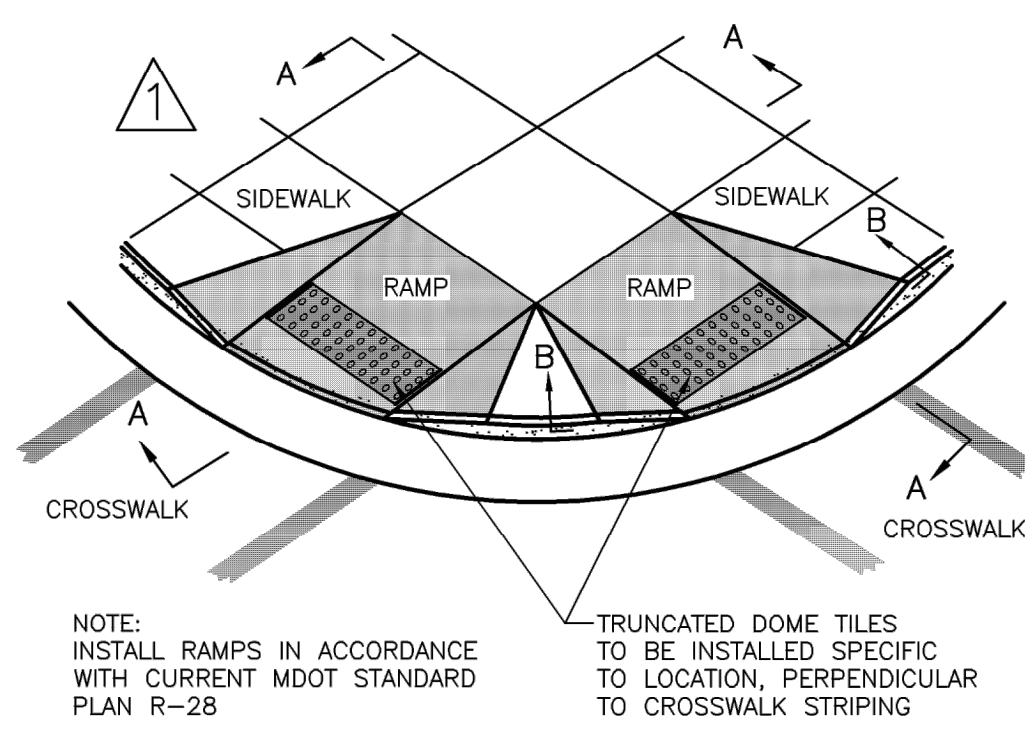
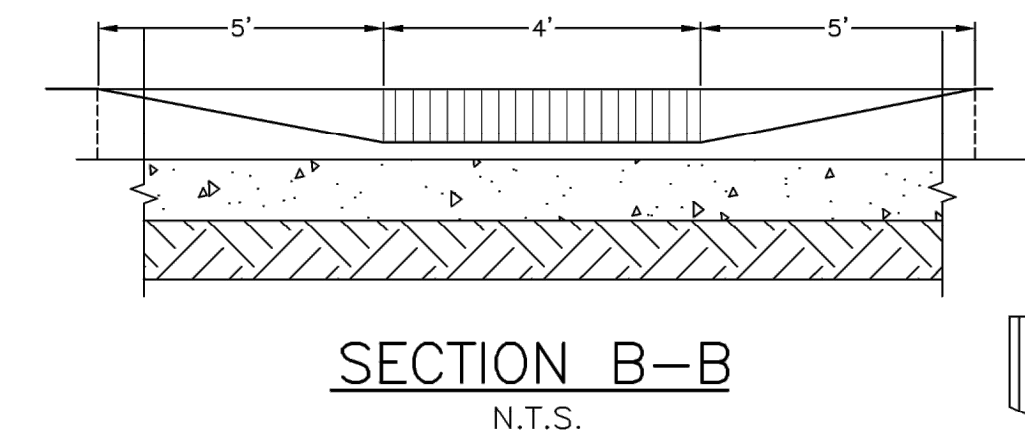
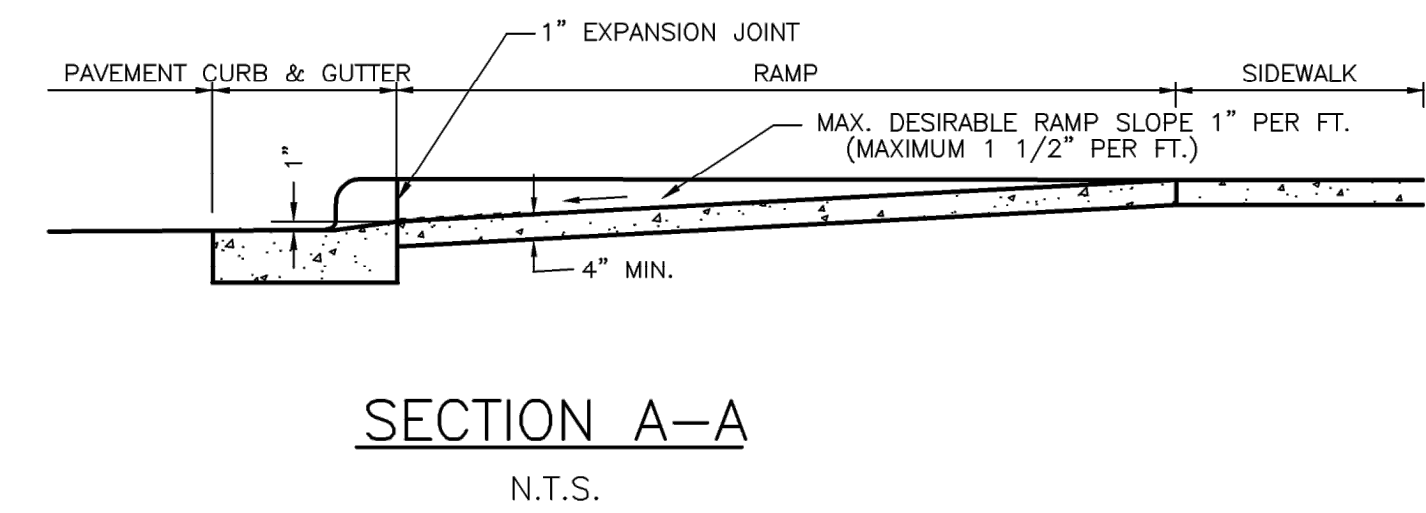
EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN DEW	DATE 04/27/02
APPROVED	DATE
SPECIAL LETTERED 2 HOLE COVER	
PRODUCT NO. 00103927	
CATALOG NO. 1040CGS	
REF. PRODUCT DRAWING 104237	
EST. WT. COVER: 150 LBS 68kg	
OPEN AREA N/A	
MATERIAL SPEC. COVER = GRAY IRON ASTM A48 CL35	
LOAD RATING HEAVY DUTY	



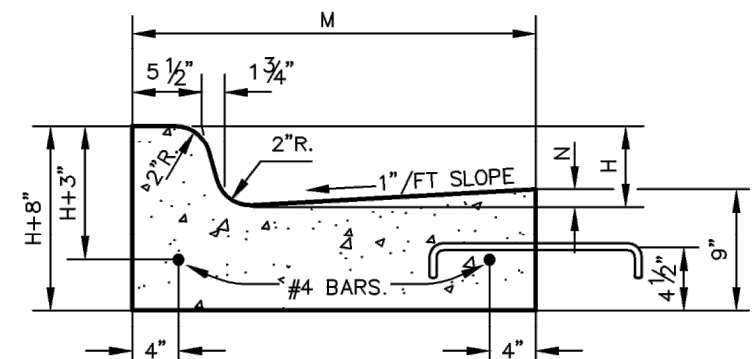
151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

SEWER STANDARD DETAILS

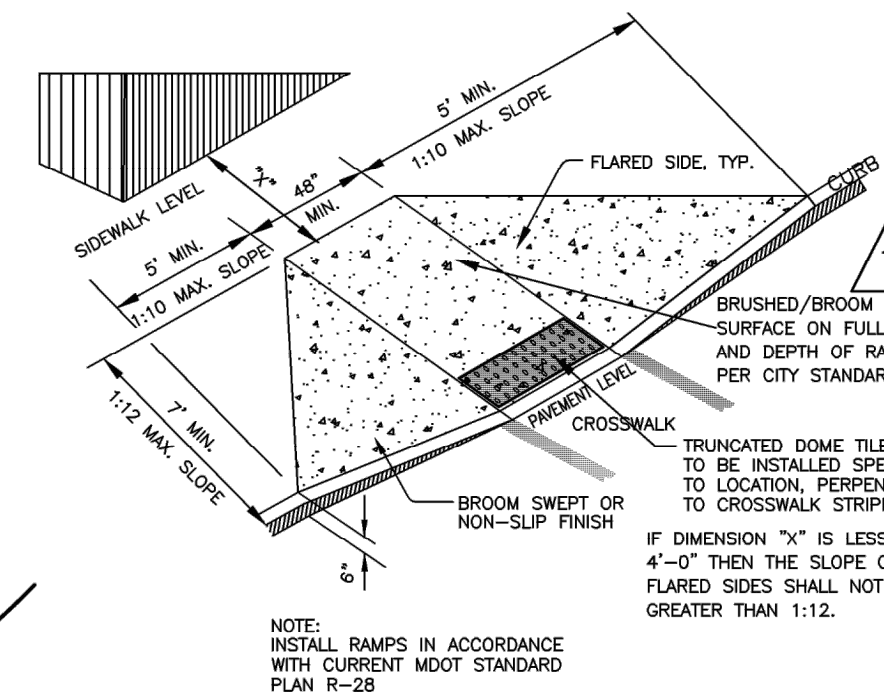
DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE JANUARY 2007	
		APPROVED	SCALE	



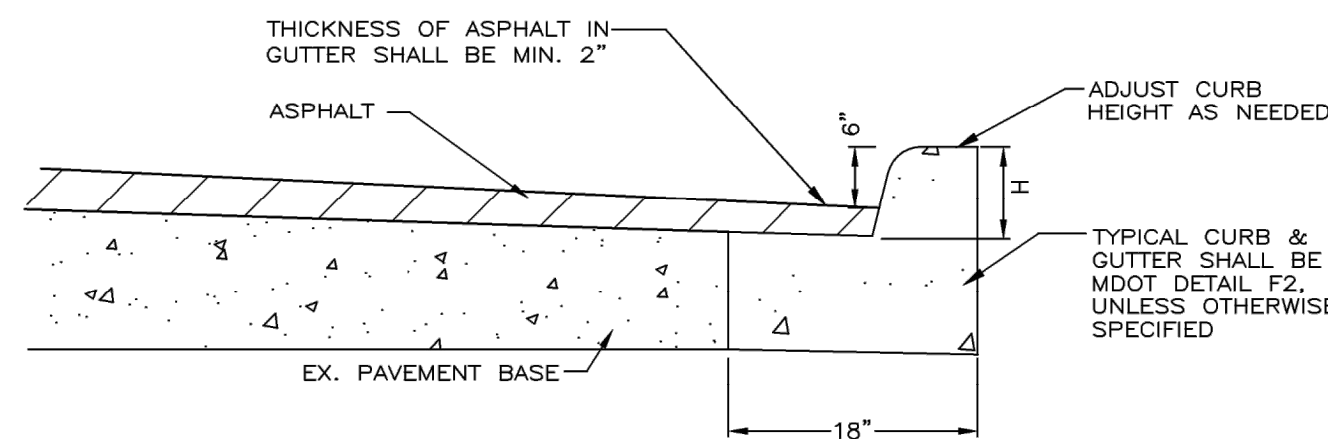
SIDEWALK RAMP TYPE 1
(TWO RAMP ARE SHOWN)
N.T.S.



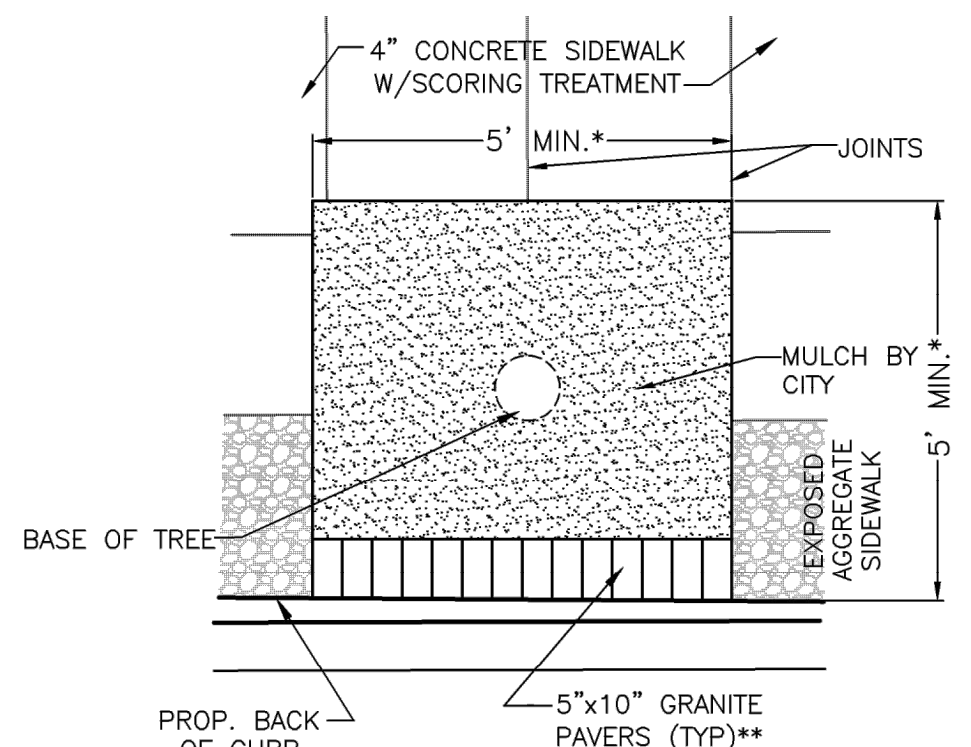
DETAIL	DIMENSIONS	LANE TIES	CONCRETE CU. YD./LIN. FT.
F1	1'-6"	7/8" AS SHOWN	0.0484
F2	1'-6"	7/8" OMITTED	0.0484



CURB RAMP FOR DISABLED
N.T.S.



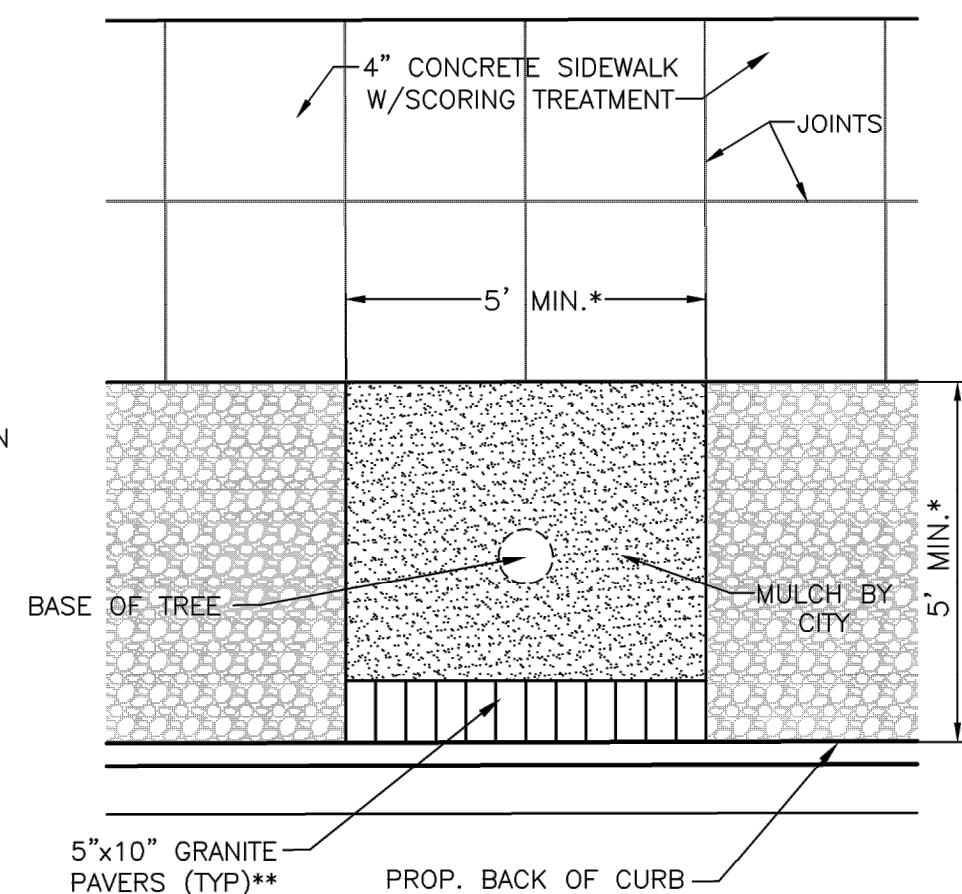
MDOT DETAIL F
(WITH ASPHALT OVERLAY)
N.T.S.



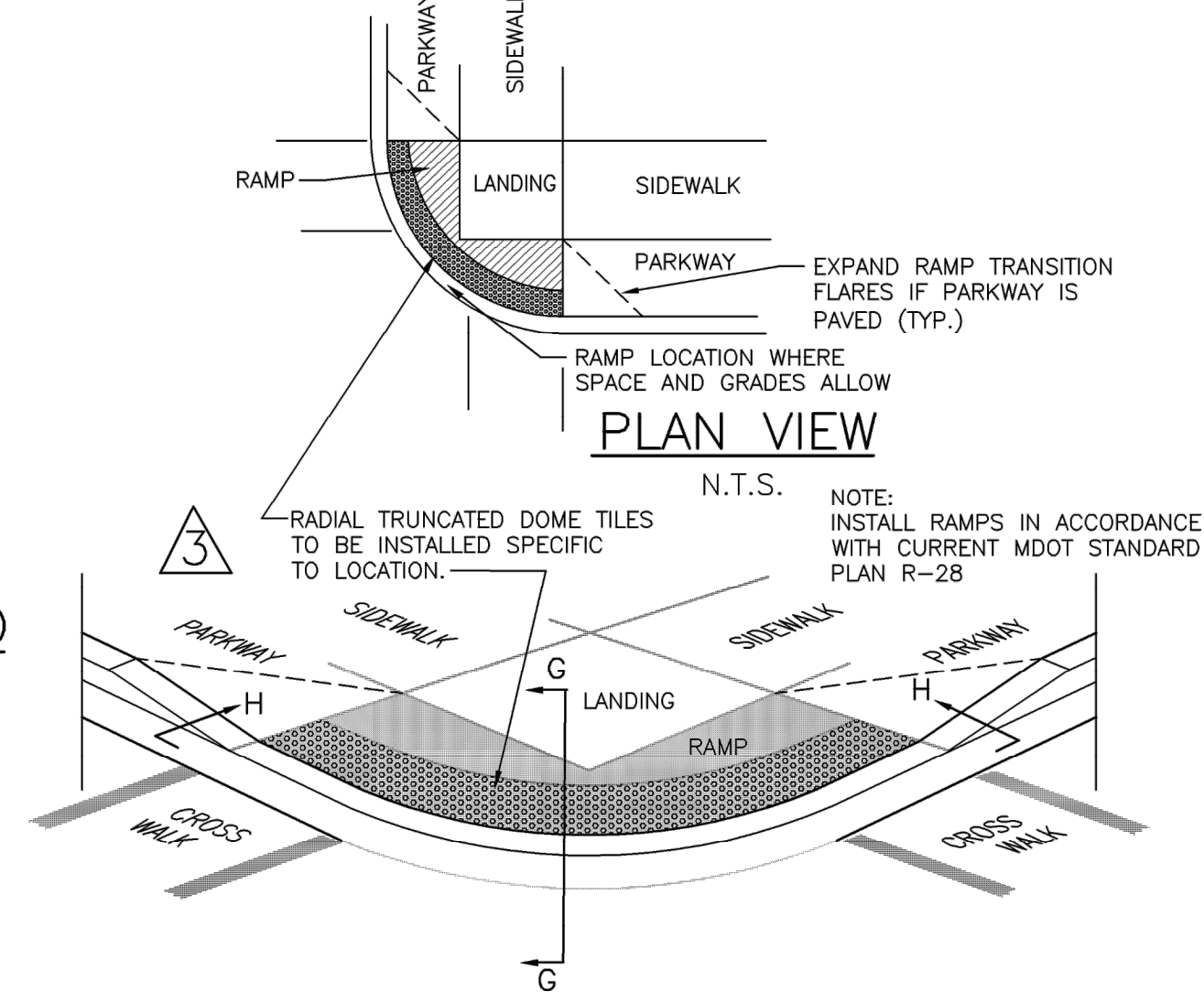
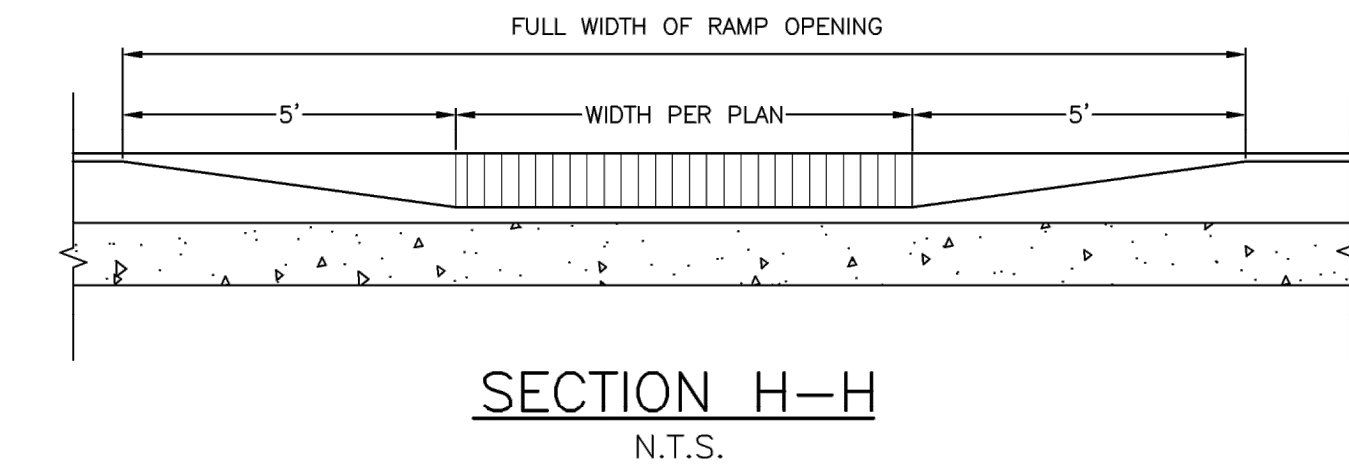
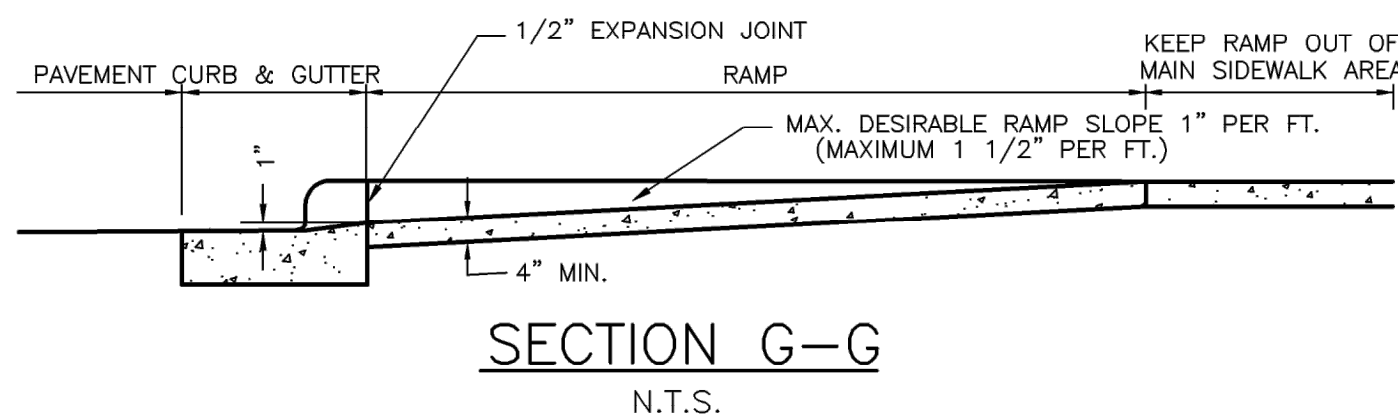
TREE WELL DETAIL #1
N.T.S.

***TREE WELL NOTE:** TREE WELL DIMENSIONS CAN BE MODIFIED BASED ON RIGHT-OF-WAY CONSTRAINTS.

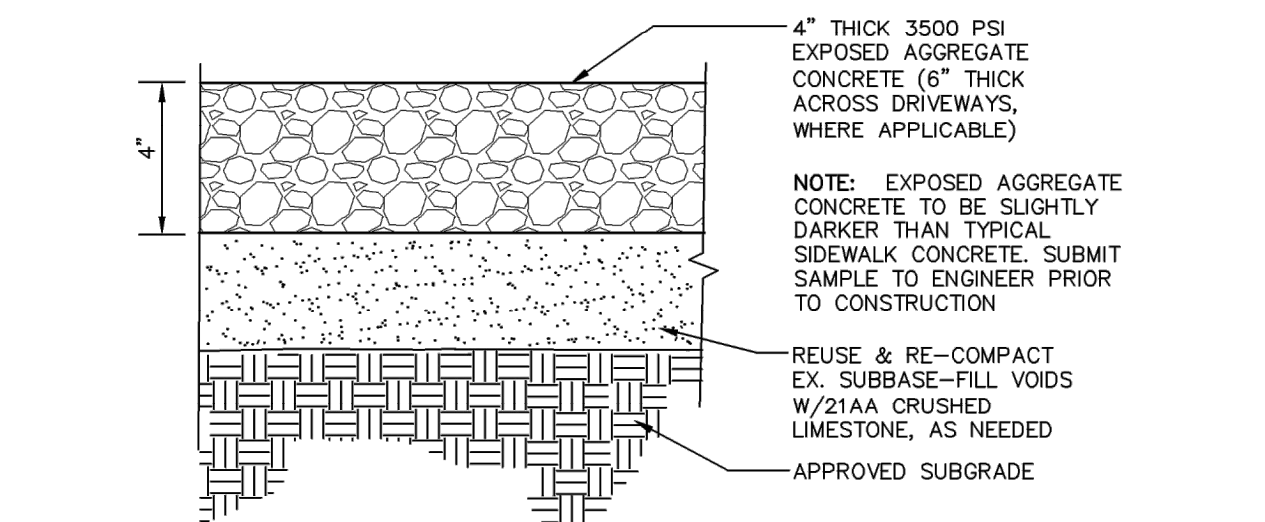
****GRANITE PAVER NOTE:** GRANITE PAVER INSTALLATION SHALL APPLY FOR TREE WELLS ADJACENT TO PARALLEL PARKING SPACES ON A STREET. GRANITE PAVERS SHALL BE "CARNE LIAN" (COLOR) BY COLD SPRING GRANITE COMPANY SET IN A FULL MORTAR BED WHERE INDICATED ON THE DRAWINGS. SUBMIT SAMPLES OF PAVERS (FOR COLOR AND FINISH) AND GROUT COLOR TO CITY OF BIRMINGHAM ENGINEERING FOR APPROVAL. LAYOUT PATTERN IS AS NOTED IN THE PLANS.



TREE WELL DETAIL #2
N.T.S.



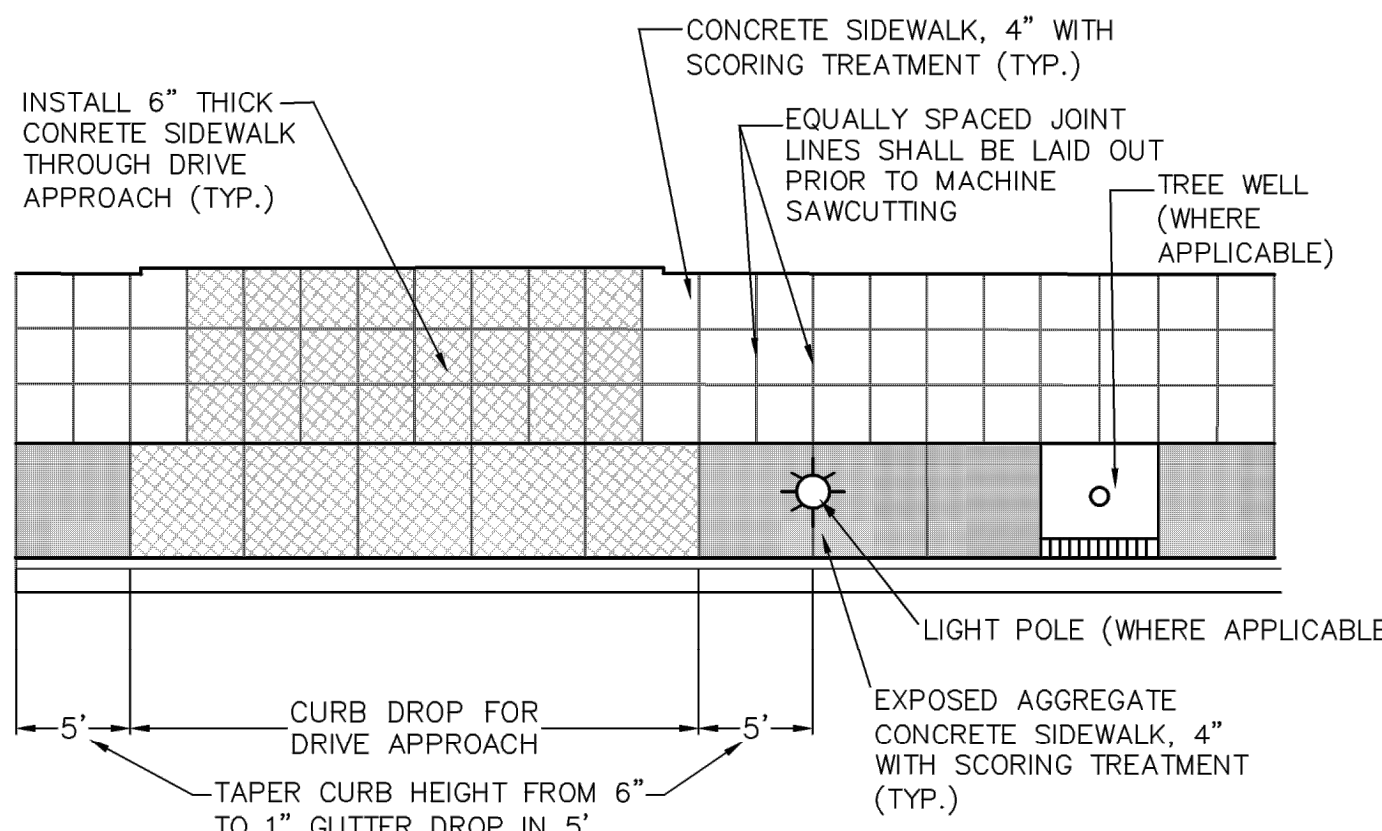
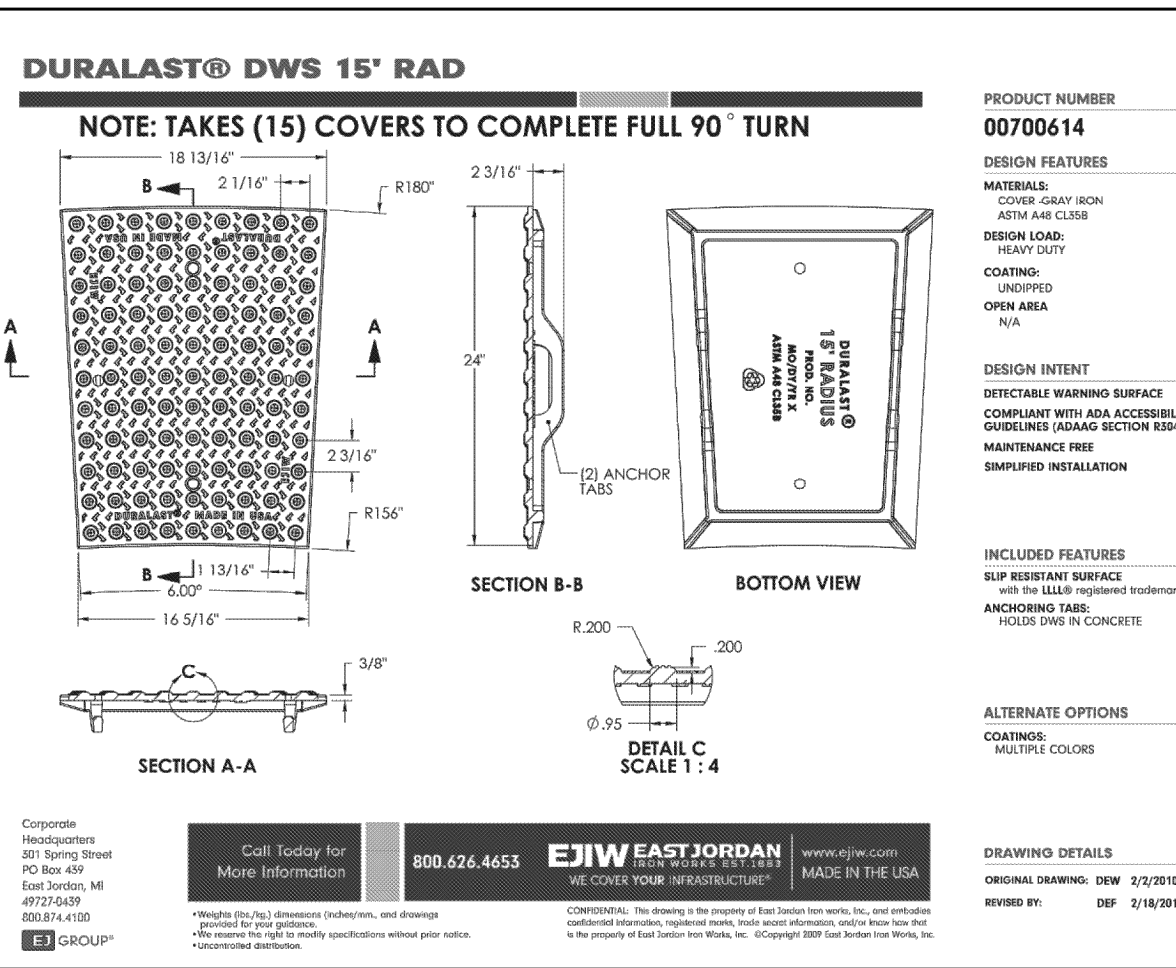
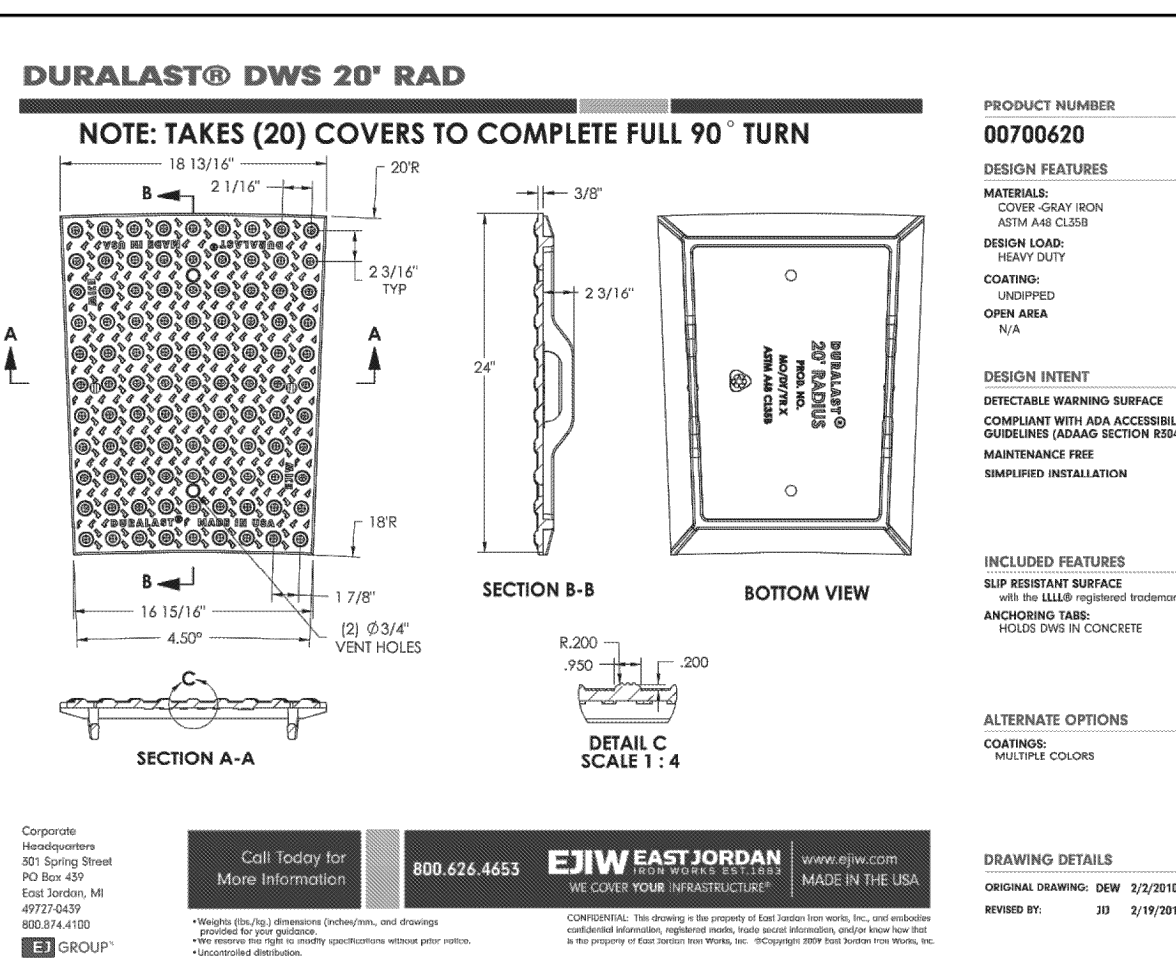
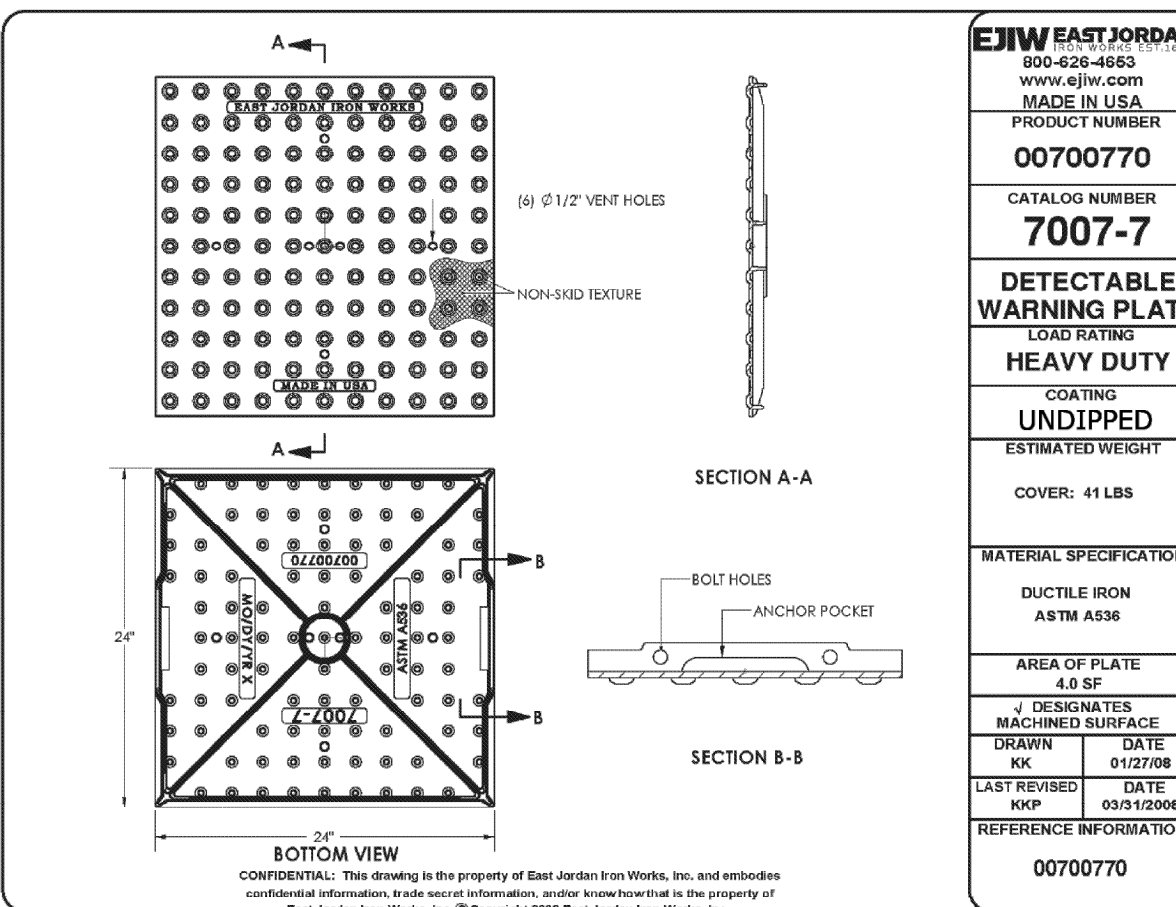
SIDEWALK RAMP TYPE 3
N.T.S.



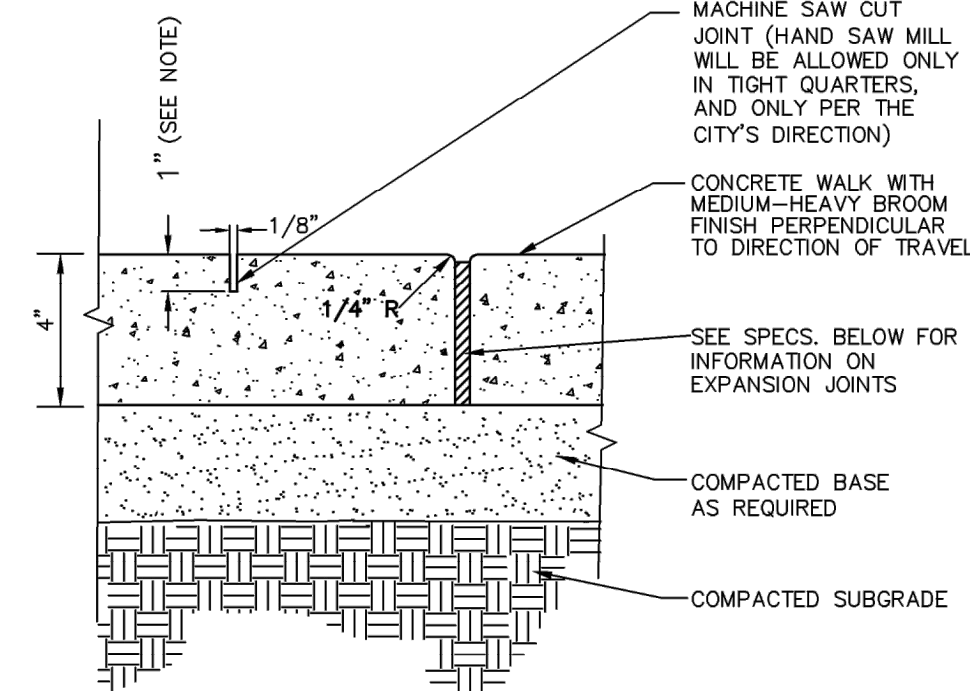
1. SURFACE RETARDANT: EXPOSED AGGREGATE FINISH SHALL BE EXPOSED BY USE OF SURFACE RETARDANT "PRECO EAG-S" OR APPROVED EQUAL.
2. CONCRETE SHALL BE PLACED, LEVELED & FLOATED IN A NORMAL FASHION (SEEDING WILL NOT BE PERMITTED).
3. IMMEDIATELY AFTER THE SLAB HAS BEEN SCREENED AND DARBLED, THE AGGREGATE SHALL BE WASHED IN A UNIFORM MANNER UNTIL ENTIRE SURFACE IS EXPOSED. A THOROUGH "EXPOSING" OF THE EMBEDDED AGGREGATE SHALL BE PERFORMED UNTIL ALL AGGREGATE IS LEFT JUST ABOVE THE SURFACE, LEAVING NO HOLES OR OPENINGS IN THE SURFACE.
4. THE SURFACE SHALL THEN BE BRUSHED AND WASHED UNTIL ALL THE AGGREGATE IS EXPOSED AND FREE OF CEMENT FILM.
5. AFTER INITIAL CURING, THE EXPOSED AGGREGATE SIDEWALK SHALL BE SEALED WITH TRANSPARENT CONCRETE SEALER, AS APPROVED BY THE ENGINEER.

EXPOSED AGGREGATE WALK DETAIL
N.T.S.

HANDICAP TRUNCATED DOMES



CONCRETE DRIVE APPROACH & SIDEWALK JOINT LAYOUT
N.T.S.



SAWCUT AND EXPANSION JOINT DETAIL FOR CONCRETE SIDEWALK
N.T.S.

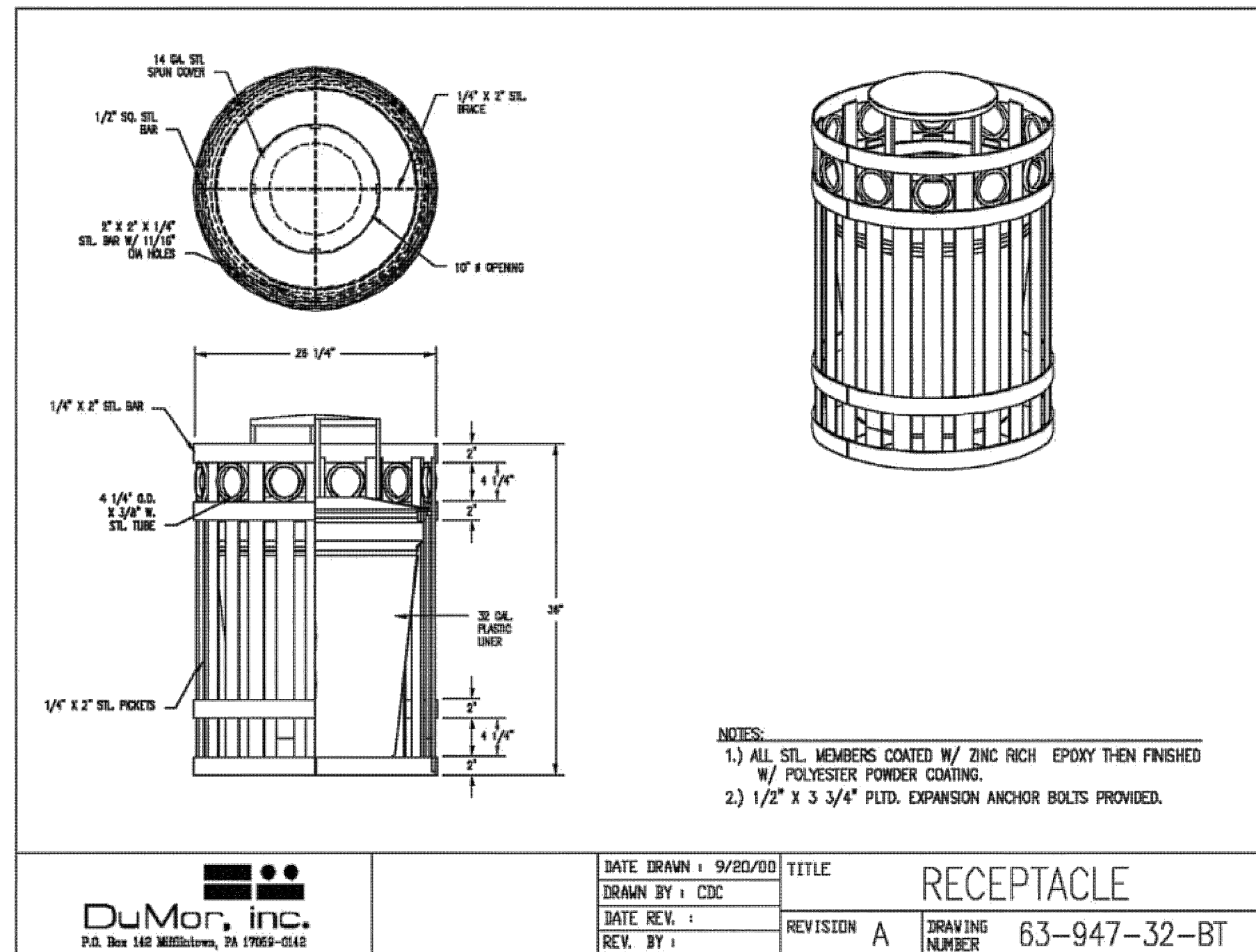
CONCRETE SIDEWALK MIX DESIGNS:

PLAIN CONCRETE MIX:	EXPOSED AGGREGATE CONCRETE MIX:
SAND: 2NS SAND, ASTM C-33 1350 POUNDS	SAND: 2NS SAND, ASTM C-33 1080 POUNDS
COURSE AGGREGATE: 6AA LESTONE PRESQUE ISLE	COURSE AGGREGATE: 17A*
ASTM C-33 1680 POUNDS	ASTM C-33 1980 POUNDS
CEMENT: TYPE 1, ASTM C150 588 POUNDS	CEMENT: TYPE 1, ASTM C150 588 POUNDS
WATER: CITY TAP WATER 31.5 GALLONS	WATER: CITY TAP WATER 31.5 GALLONS
ADMIXTURE: ASTM C260, DAREX A.E.A.	ADMIXTURE: ASTM C260, DAREX A.E.A.
BY W.R. GRACE CO. 11.3 OZ./CU. YD.	BY W.R. GRACE CO. 11.3 OZ./CU. YD.

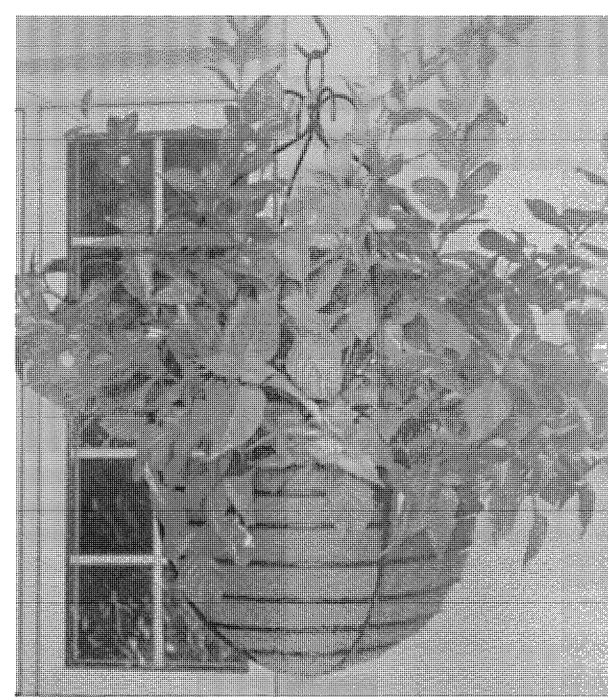
NOTES:

1. SURFACE TEXTURE OF SIDEWALK RAMPS SHALL BE THAT OBTAINED BY A COURSE BROOMING, TRANSVERSE TO THE SLOPE OF THE RAMP.
2. CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON SIDEWALK RAMPS, FREE OF SAGS AND SHORT GRADE CHANGES.
3. IF POSSIBLE, DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. EXCEPT WHERE EXISTING DRAINAGE STRUCTURES ARE BEING UTILIZED IN THE NEW CONSTRUCTION, LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER LOCATION OF DRAINAGE STRUCTURE.
4. SIDEWALK RAMP 3 SHALL BE INSTALLED ONLY AT THE CITY'S DIRECTION.
5. REMOVE AND REPLACE CONCRETE CURB AND GUTTER SECTION AT CURB DROPS ON NON-ASPHALT SURFACED GUTTERS. USE EXISTING JOINTS OR SAW CUT FOR JOINTS. SAW CUT AT 18" FROM BACK OF CURB (FOR CURVED SECTIONS SAW CUT AT MINIMUM OF 12" AND AT A MAXIMUM OF 24" FROM BACK OF CURB). THE NEW CONCRETE SECTION TO EXISTING PAVEMENT WITH HOOK BOLTS OR RED HEADS AT MAXIMUM OF 40" C.C.

REVISIONS				CITY OF BIRMINGHAM, MICHIGAN ENGINEERING DEPARTMENT	
No.	REVISIONS	DATE	BY		
1	Added Truncated Dome details	07-05-07	City		
2	Revised Truncated Dome details	06-28-08	City		
3	Added Radial Dome details	01-10-14	City		
				CBD STREETScape STANDARD DETAILS	
				SCALE: HORIZONTAL VERTICAL	
				ACCT. NO.	
				DRAWN BY: NF	
				APPROVED BY	
				CHECKED BY	
				CITY ENGINEER	
				DATE: April 4, 2003	



Branch
355 South Sanford / Pontiac, MI / 48342
248-874-1314 phone / 248-874-1316 fax
www.thebranchstudio.com / info@thebranchstudio.com



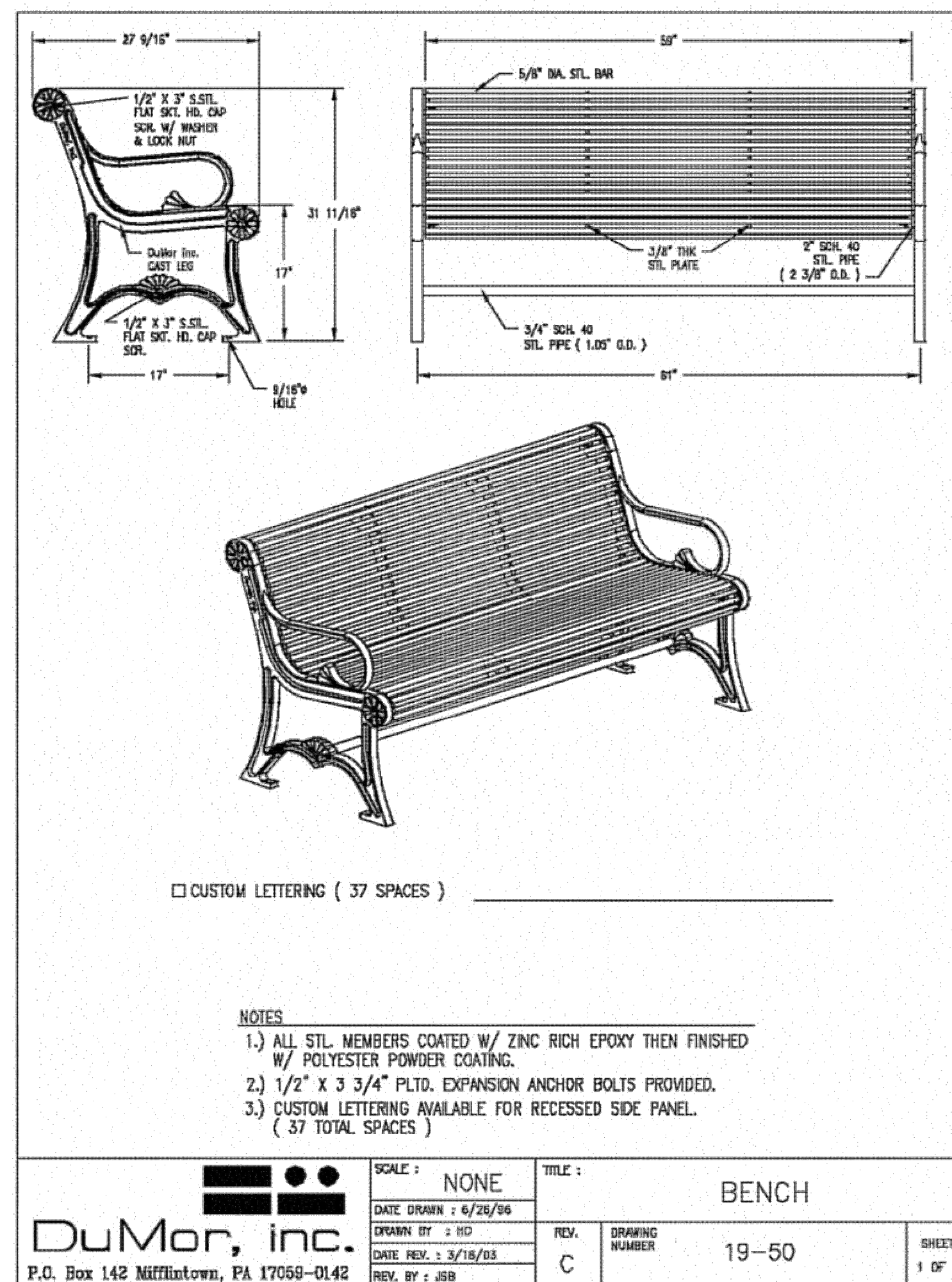
BENCH 19

- AVAILABLE IN EXTENDED LENGTHS IN MULTIPLE OF 6'-0"
- SEAT POSTS JOINED INTO ONE UNIT
- CUSTOM LETTERING AVAILABLE ON SIDE PANELS

MATERIALS:
 Seating Surface: 5/8"-diameter steel bars
 Supports: Cast Iron
 Bases: 1 1/2" O.D. steel pipe
 Fasteners: Stainless steel
 Finish: Saw legs & for choice of polymer powder finish (shown in Black)

10-00 6' long, 2 supports, 375 lbs. **\$689**
10-80 8' long, 2 supports, 465 lbs. **\$939**

FOR DETAILS ON CUSTOM LETTERING ON SIDE SUPPORT PANELS, CONSULT YOUR FURNISH REPRESENTATIVE.

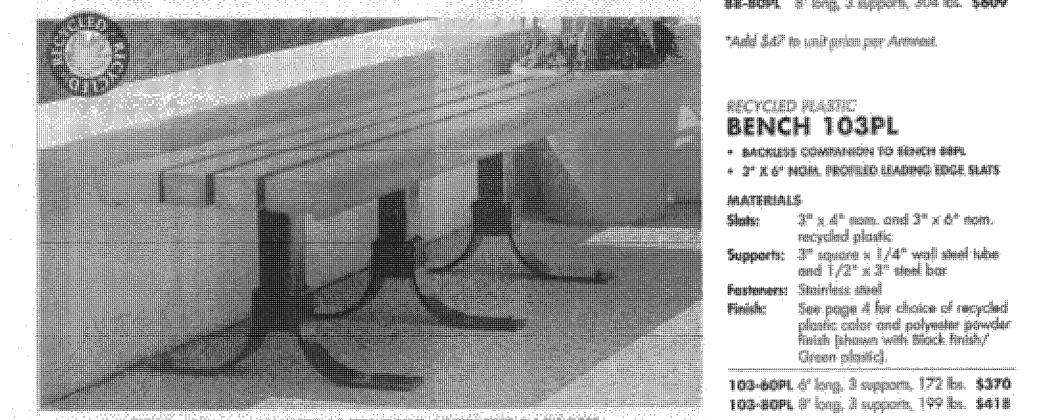


**RECYCLED PLASTIC
BENCH 88PL**

- PACKED SLATS FOR EXTRA COMFORT
- ALSO AVAILABLE WITH WOODEN SLATS (SEE PCL 48)

MATERIALS

RECYCLED PLASTIC



Applications	Description	Vendor
Parking Meter Posts and Housings; Flag Holder; Handrails; Traffic Control Sign Backs; Pedestrian and Tall Streetlights; Bicycle Racks;	"John W. Hunter" Green DuPont Chromacon Paint- Various primers, activators, and reducers are required.	Johnson's Automotive Paint Supply
Streetlights; Sign Posts; Traffic Controllers; Irrigation Cabinets; and Pedestrian Crossing	Sherwin Williams Industrial & Marine Protective Coating, Color SW4072	Sherwin-Williams of Royal Oak
Benches and Waste Receptacles supplied by Michigan Playground Equipment and Traffic Signal	Sherman-Williams Powdura Powder Coating, Product #PGSB-3051, Park Bench Green.	Vendor is Sherwin-Williams of Royal Oak.
Wooden Objects, including Park Benches and Picnic Tables; and	Coronado Gloss Oil Product 31-139 "Birmingham Green" Paint.	Tecnicolors
Plastic Housings for Pedestrian Crossing Signals	Krylon Fusion Hunter Green- This product bonds to plastic without sanding or priming.	Neighborhood Hardware

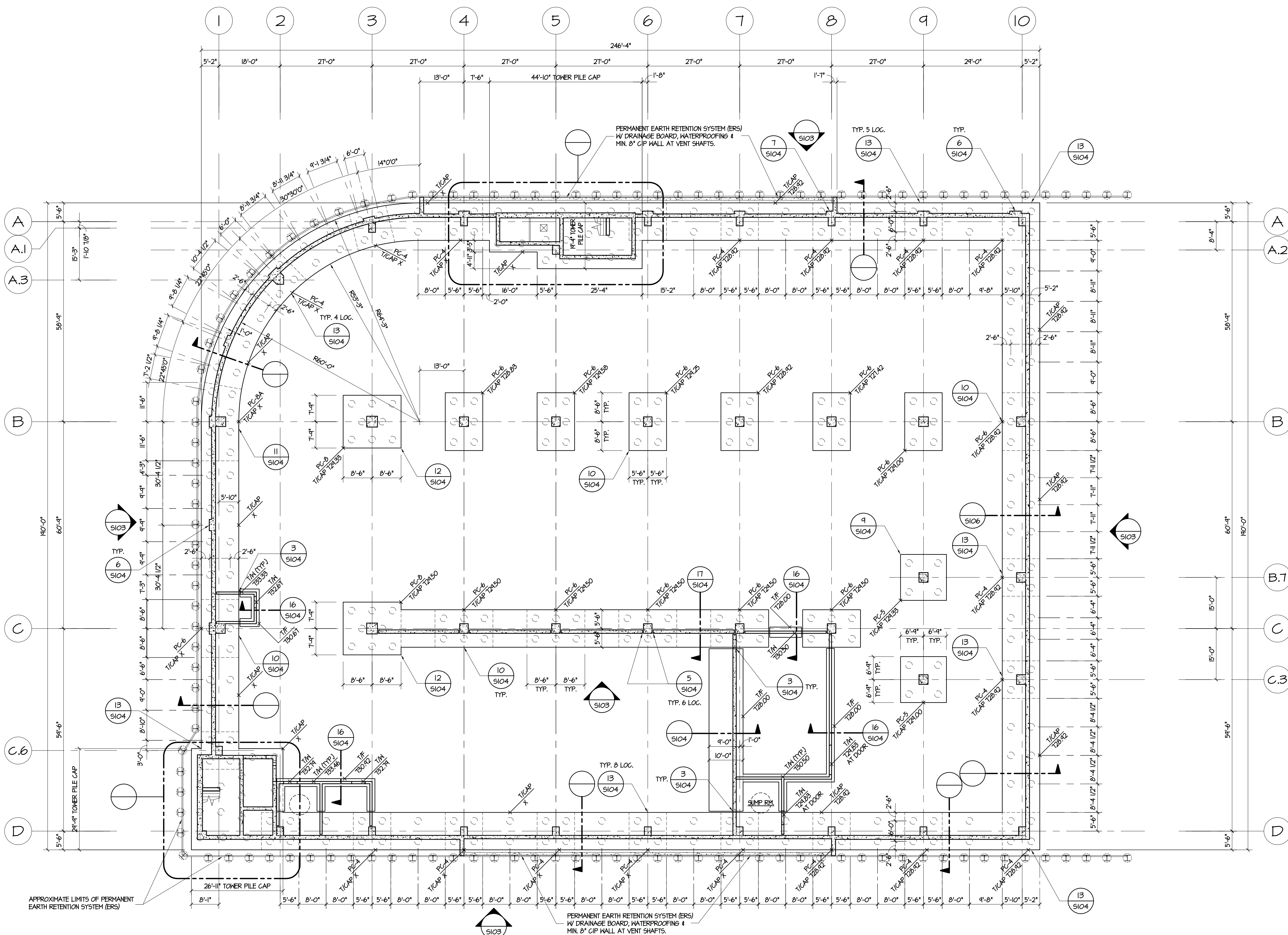
Applications	Style	Vendor
Parking Meter Stickers	Nazdar UV Series 3200 Forest Green PMS 560 Ink on Avery White	Faro Screen Process (Canton)
Parking Structure Banners	PMS 452 and PMS Green 5467	Arts & Signs (Clawson)
Street Name Signs and Parking/Information Signs	Nazdar Enamel Plus Gloss 59000 Series, Color Mixture includes 59148 Medium Green and 59204 Bright Red	Callender & Dombos (Charlotte)
City Flag	Pantone Dye Color PMS 3308 Green on White Nylon Material	Rocket Enterprises (Warren)



<table border="1"> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>No.</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td>△ Update Light Detail</td> <td>06-28-07</td> <td>City</td> </tr> </table>			REVISIONS			No.	DATE	BY	△ Update Light Detail	06-28-07	City	<p align="center">CITY OF BIRMINGHAM, MICHIGAN ENGINEERING DEPARTMENT</p> <p align="center">CBD STREETSCAPE STANDARD DETAILS</p>
REVISIONS												
No.	DATE	BY										
△ Update Light Detail	06-28-07	City										
SCALE: HORIZONTAL VERTICAL DRAWN BY: NF CHECKED BY SHEET OF SHEETS												
ACCT. NO. APPROVED BY CITY ENGINEER DATE: June 8, 2007												

FOUNDATION PLUMBING NOTE:

COORDINATE RELOCATION OF REBAR TO INSURE PROPER COVERAGE WHERE PLUMBING RUNS PENETRATE INTO AND ACROSS THE TOP OF THE G.I.P. CONCRETE FOUNDATIONS. COORDINATE REQUIRED PENETRATIONS THROUGH THE BOTTOM OF THE PRECAST TOWER PANELS AND THE PRECAST TO G.I.P. PANEL CONNECTIONS WITH THE TOWER PLUMBING RUNS.



FOUNDATION PLAN (ALTERNATE 3)

SCALE: 1/16" = 1'-0"

NOTES:

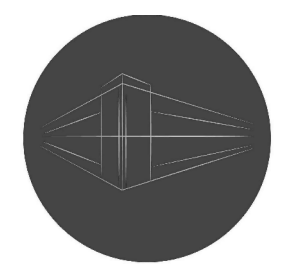
- FOUNDATION DESIGN ARE BASED ON RECOMMENDATIONS CONTAINED IN THE REPORT BY SNE CONSULTANTS, LTD. IN THEIR EMAILED GEOTECHNICAL REPORT NO. X, DATED FEBRUARY 20, 2019.
- PILES SHALL BE 24 INCH DIAMETER AUGER CAST IN PLACE PILES WITH A DESIGN LOAD OF 500 KIPS PER PILE. PILE GROUT SHALL BE 4500 PSI.
- FOR ESTIMATING BID LENGTH OF AUGER CAST PILES THAT EXTENDS AT LEAST 10 TO 15 FEET INTO HARDPAN, TARGET TIP ELEVATION = 100 TO 105 FEET BELOW THE EXISTING GROUND SURFACE. ASSUMING BOTTOM OF PILE CAP IS 10 FEET BELOW GRADE, ASSUME A 60 TO 65 FEET LONG AUGER CAST PILE.
- BEARING ELEVATION WILL VARY DEPENDING ON CONDITIONS ENCOUNTERED IN THE FIELD. ALL AUGER CAST PILES BEARING ELEVATIONS TO BE VERIFIED BY ON-SITE GEOTECHNICAL ENGINEER REGISTERED IN THE STATE OF MICHIGAN.
- A MINIMUM OF ONE (1) AUGER CAST PILE SHALL BE STATIC LOAD TESTED IN ACCORDANCE WITH ASTM D143.
- CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI FOR ALL FOUNDATION ELEMENTS.
- THE SHALLOW FOUNDATIONS BEARING ON SUITABLE NATURAL SOILS, WITH DESIGN NET ALLOWABLE BEARING PRESSURE IN THE RANGE 3000 TO 6000 PSF.
- IF UNSUITABLE BEARING MATERIALS ARE PRESENT, EXCAVATE UNTIL SUITABLE SOIL IS REACHED AND BACKFILL WITH ENGINEERED FILL, FOLLOWING THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT.
- BACKFILL BOTH SIDES OF RETAINING WALLS SIMULTANEOUSLY. WALLS THAT ARE BACKFILLED ARE TO BE ADEQUATELY BRACED UNTIL SLABS ARE IN PLACE AND CURED.
- CONTRACTOR SHALL PROTECT ALL FOUNDATIONS DURING CONSTRUCTION TO PREVENT SUPPORTING SOIL FROM FREEZING.
- FOUNDATION IS DESIGNED FOR 4 SUPPORTED FLOORS WITHOUT FUTURE VERTICAL OR HORIZONTAL EXPANSION.
- PROVIDE 1" OF GROUT UNDER ALL PRECAST WALL AND COLUMNS.
- REFER TO SHEET S104 FOR TYPICAL PILE CAP DETAILS.
- REFER TO 6/5001 FOR WALL HORIZONTAL REINFORCEMENT DETAIL.
16. T/CAP = TOP OF PILE CAP
T/F = TOP OF FOOTING
T/M = TOP OF WALL
C/G = CENTER OF GRAVITY
F.F. = FINISH FLOOR
- 24" DIA. TYPICAL AUGER CAST IN PLACE PILE W/ 8-#11x45'-0" HOOKED, AND #5 TIES AT 6" O.C. FOR 5'-0" BELOW PILE CAP BOTTOM AND 18" SPACING FOR REMAINING PILE LENGTH W/ 1-#11 FULL DTD/24" ALL-THREAD BAR WITH COUPLERS AND CENTRALIZERS
• 15'-0" O.C. SEE DETAIL 14/5004

NOTE: TOTAL LENGTH OF REINFORCEMENT INCLUDES EMBEDMENT INTO CAP.

AUGERED CAST IN PLACE PILE LEGEND

SIZE	ALLOWABLE CAPACITY	QUANTITY
24" DIA.	500K	243

NOTE: ALL PILE GROUT STRENGTH = 4,000 PSI



RICH & ASSOCIATES
PARKING CONSULTANTS

PRELIMINARY
NOT FOR CONSTRUCTION

SAROKI
ARCHITECTURE

430 N. OLD WOODWARD
BIRMINGHAM, MI 48009

P. 248.258.5707
F. 248.258.5515

SarokiArchitecture.com

Project:

**PARKING
STRUCTURE**

BATES ST., BIRMINGHAM MI
48009

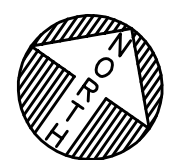
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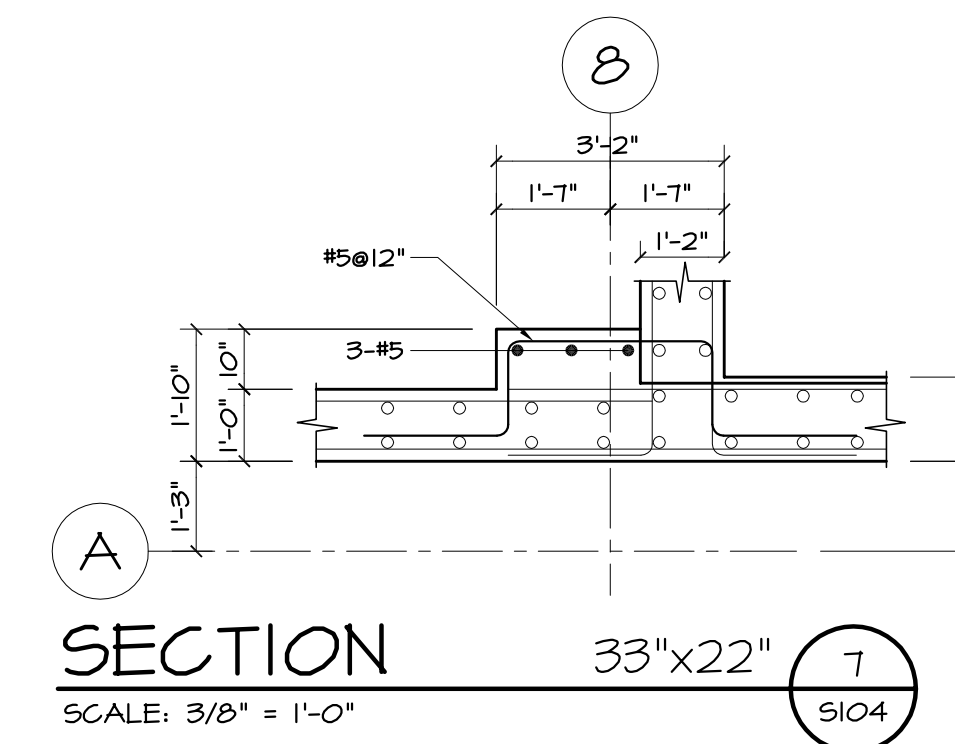
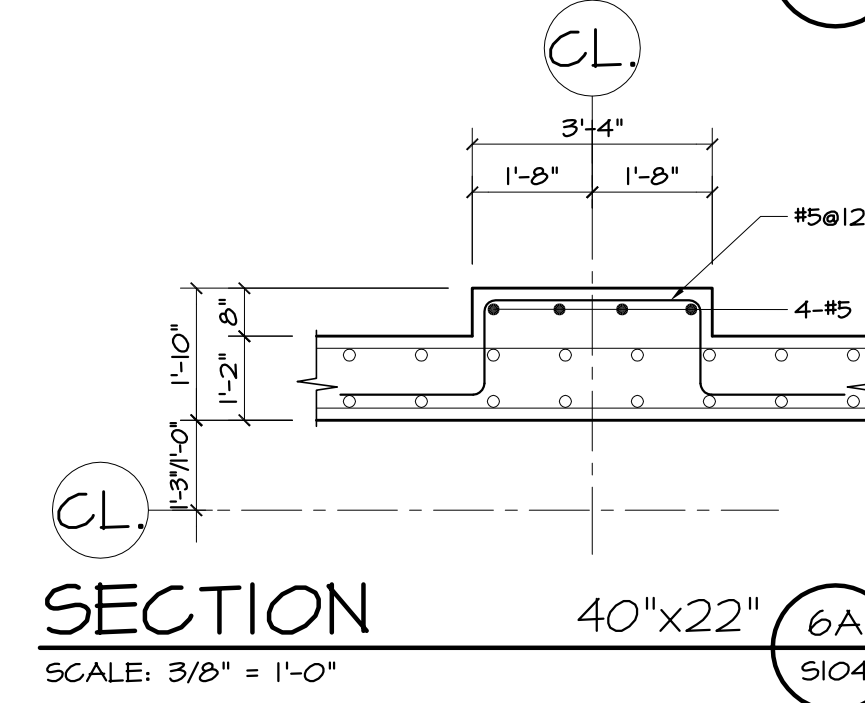
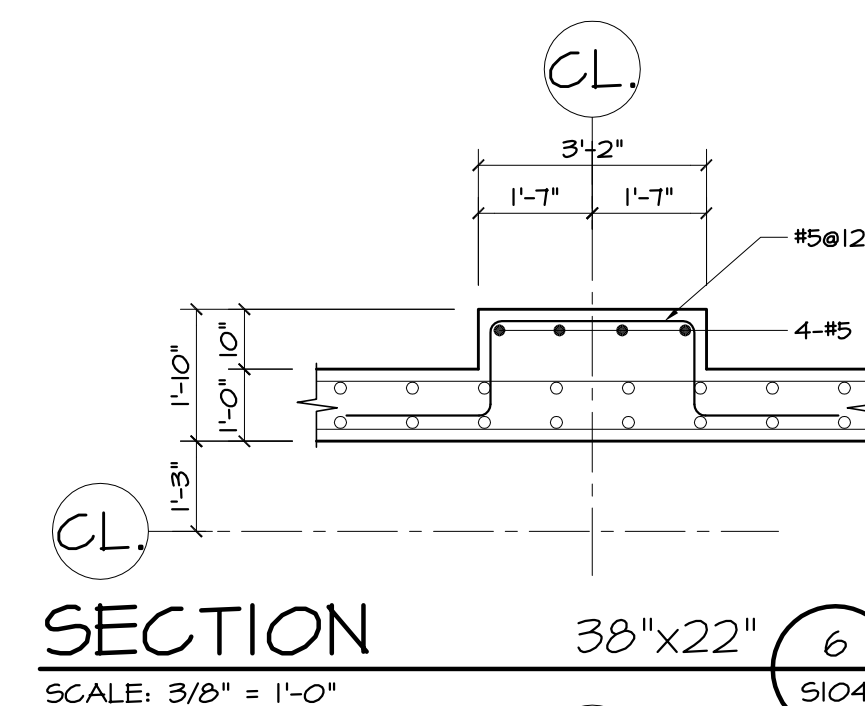
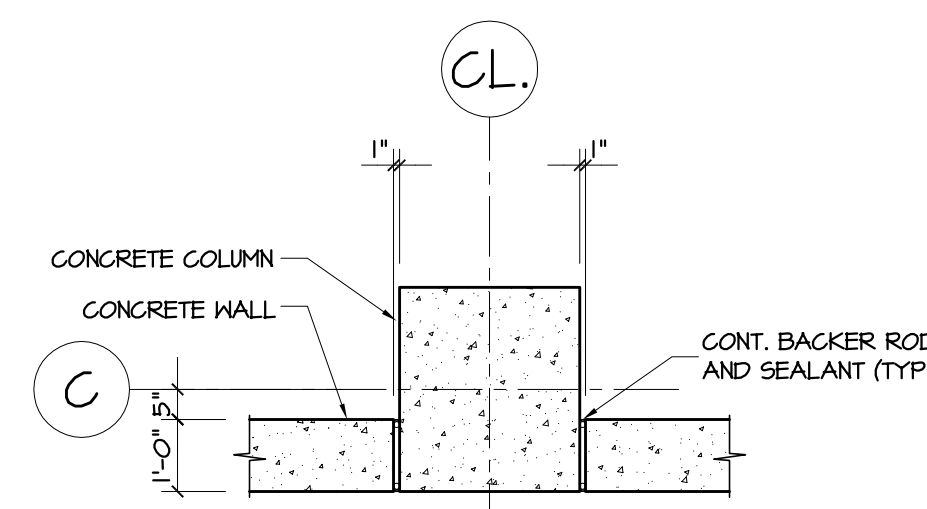
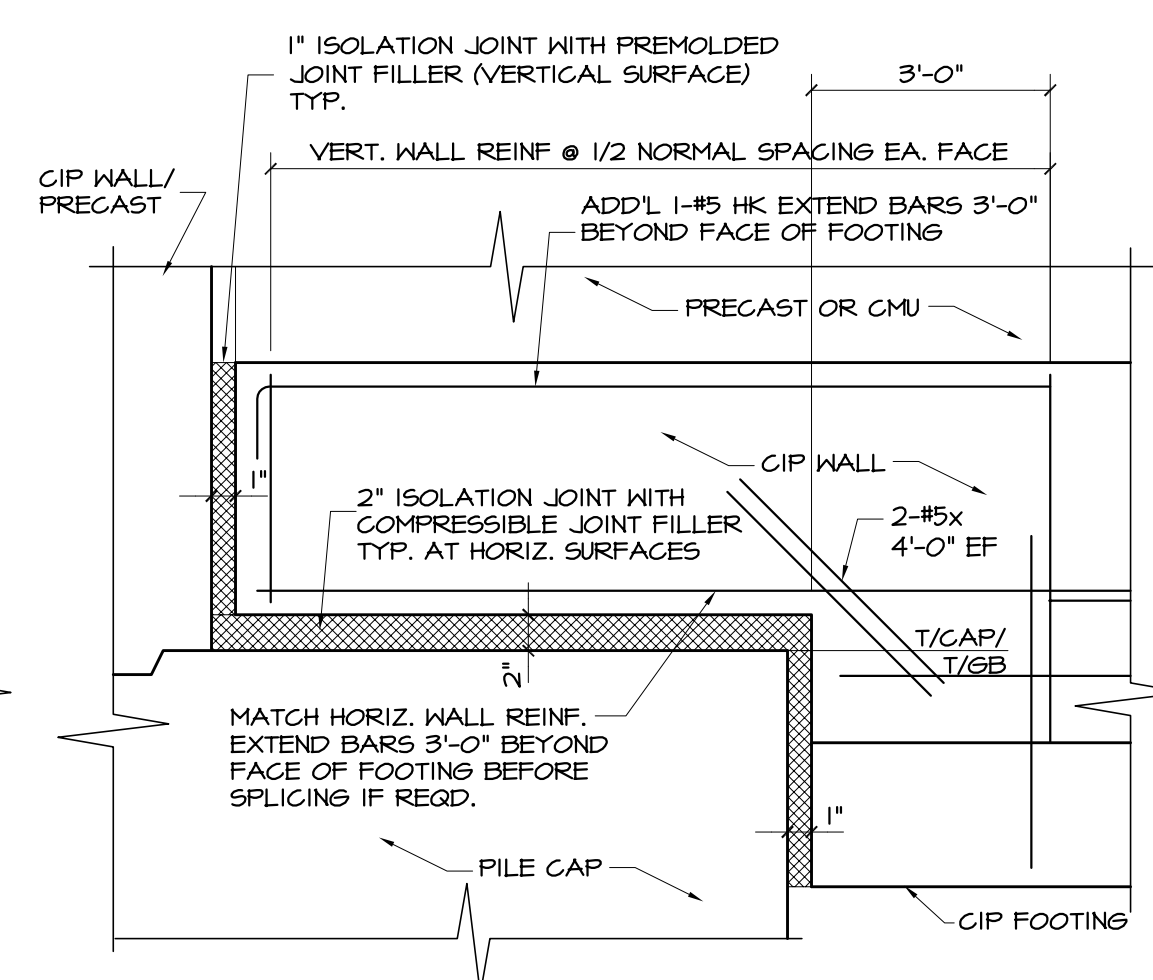
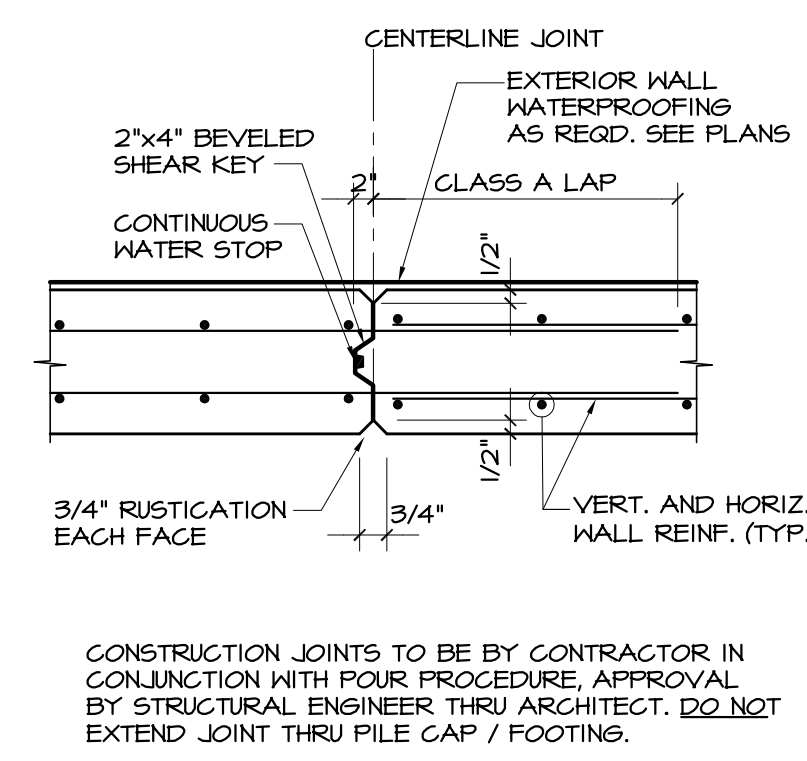
03-13-2019 50% Design Development
05-30-2019 Deck Design Concept

Sheet No.:

S101

PARKING STRUCTURE
FOUNDATION PLAN





WALL CONSTRUCTION JOINT DETAIL

SCALE: 3/4" = 1'-0"

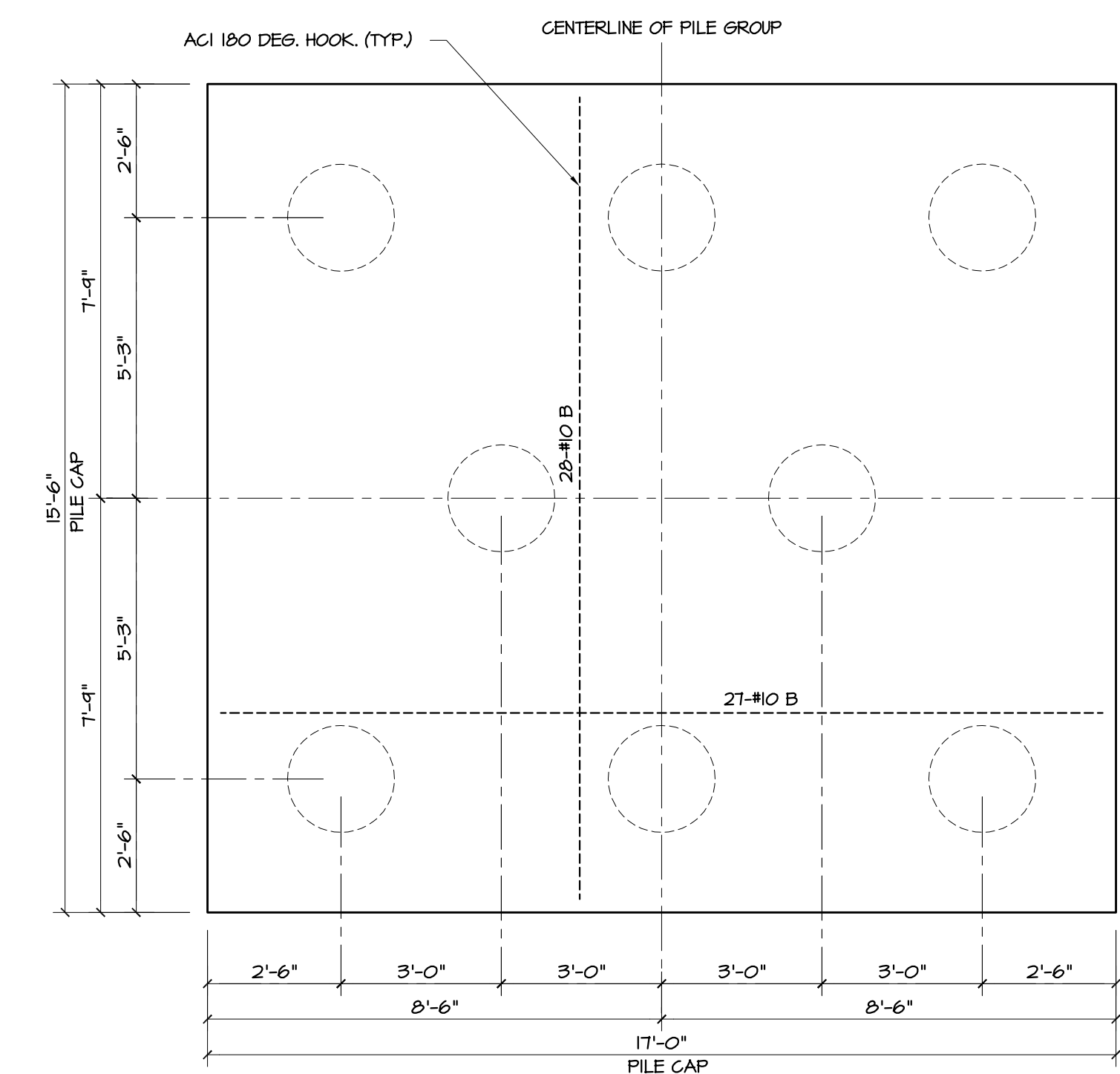
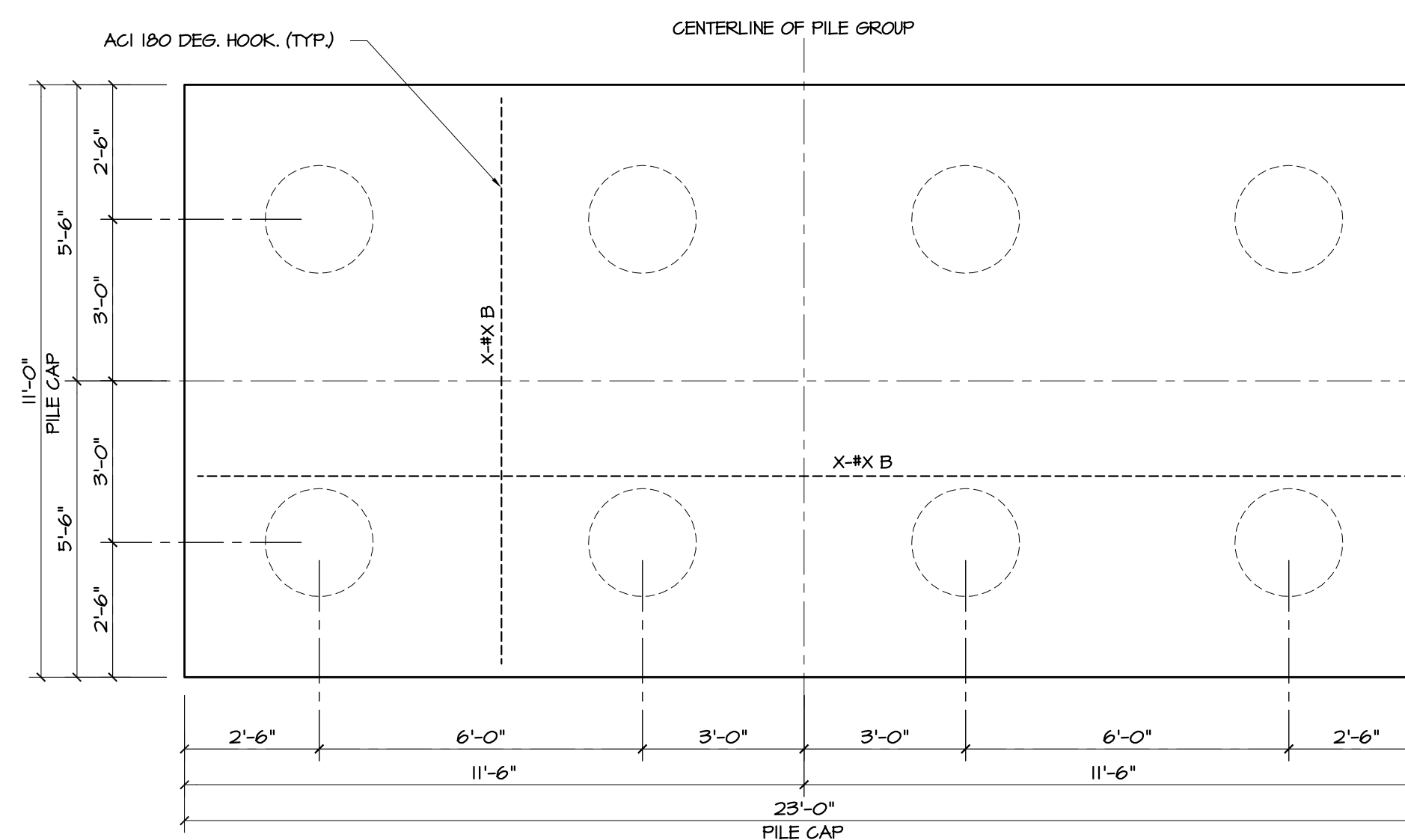
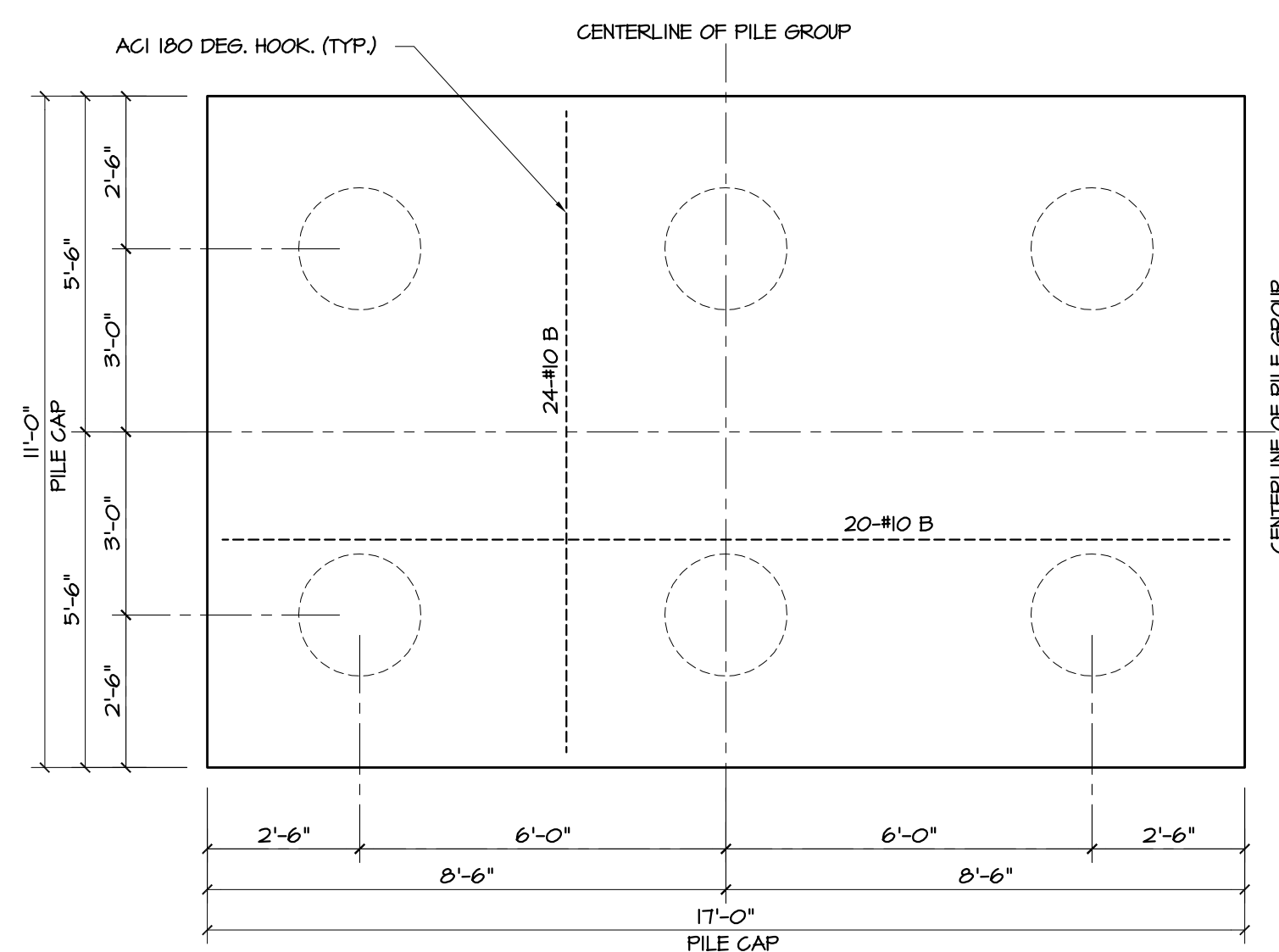
DETAIL
SCALE: 3/4" = 1'-0"

SECTION
SCALE: 3/8" = 1'-0"

SECTION

SCALE: 3/8" = 1'-0"

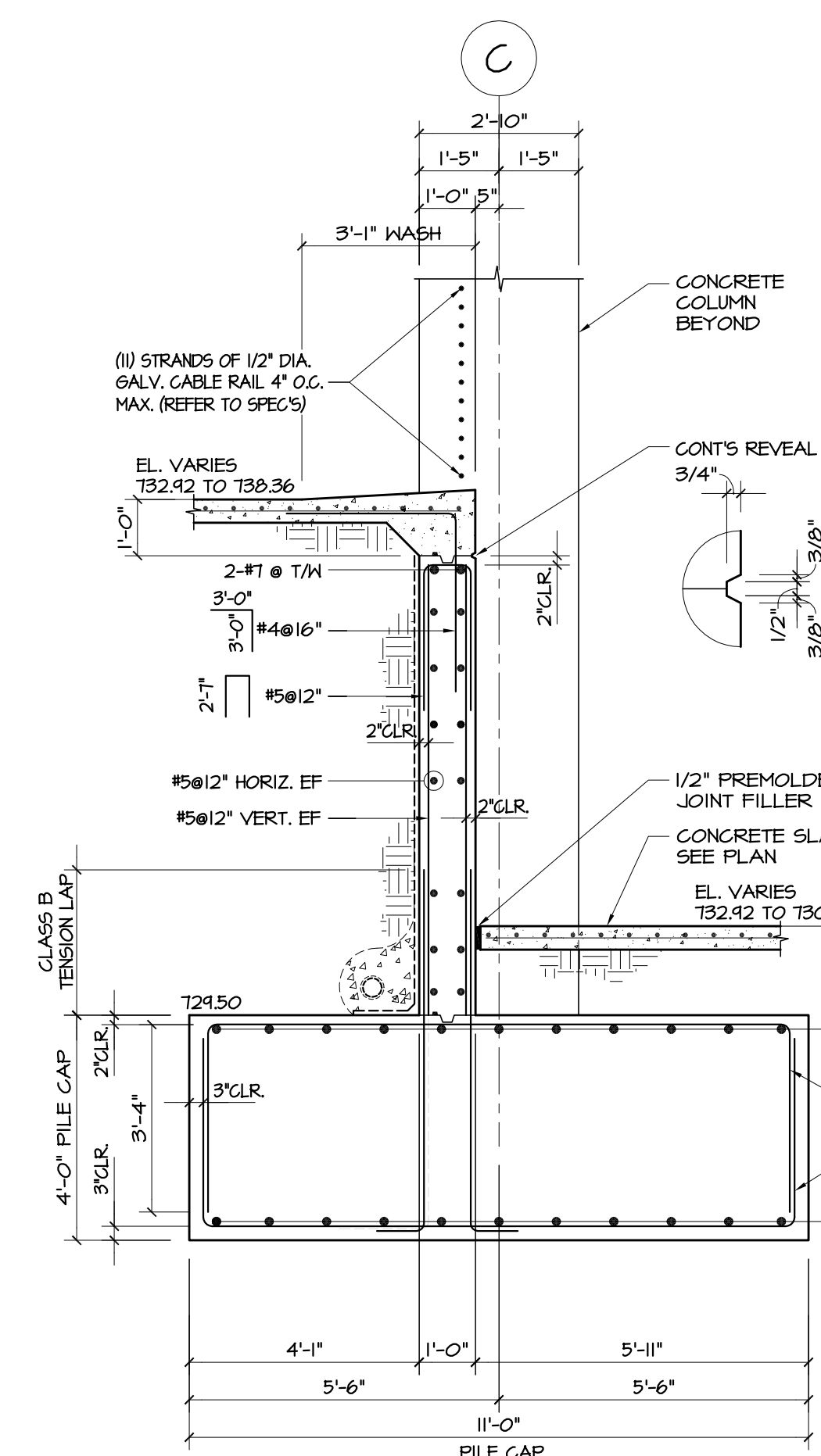
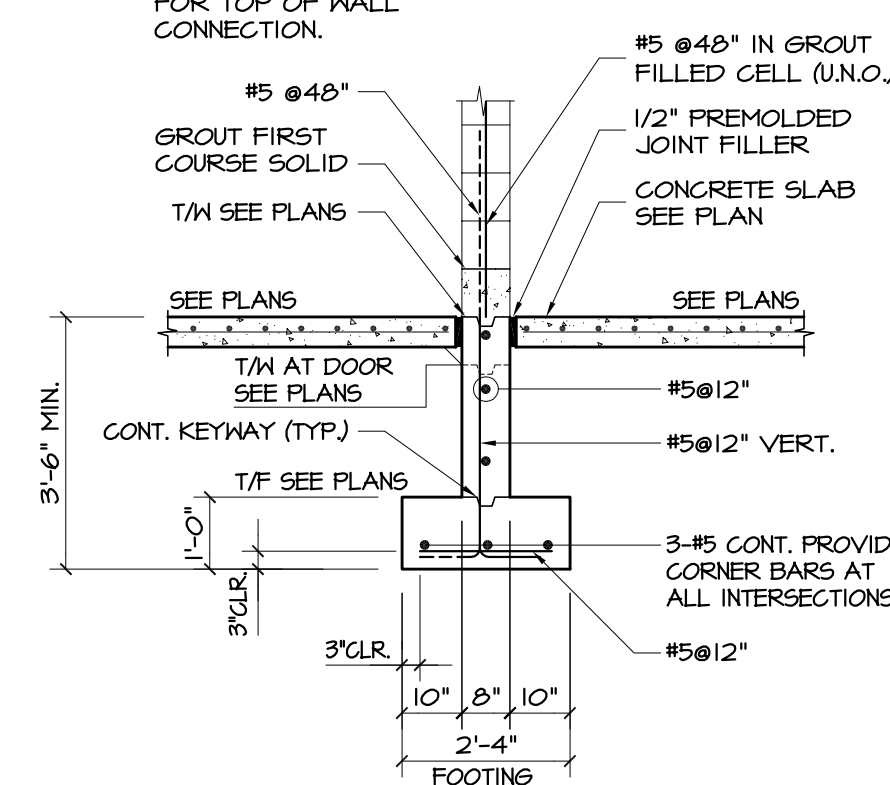
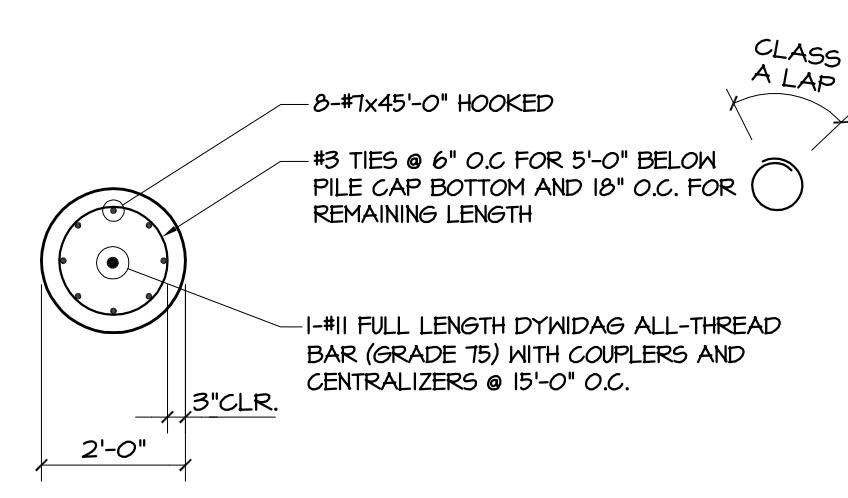
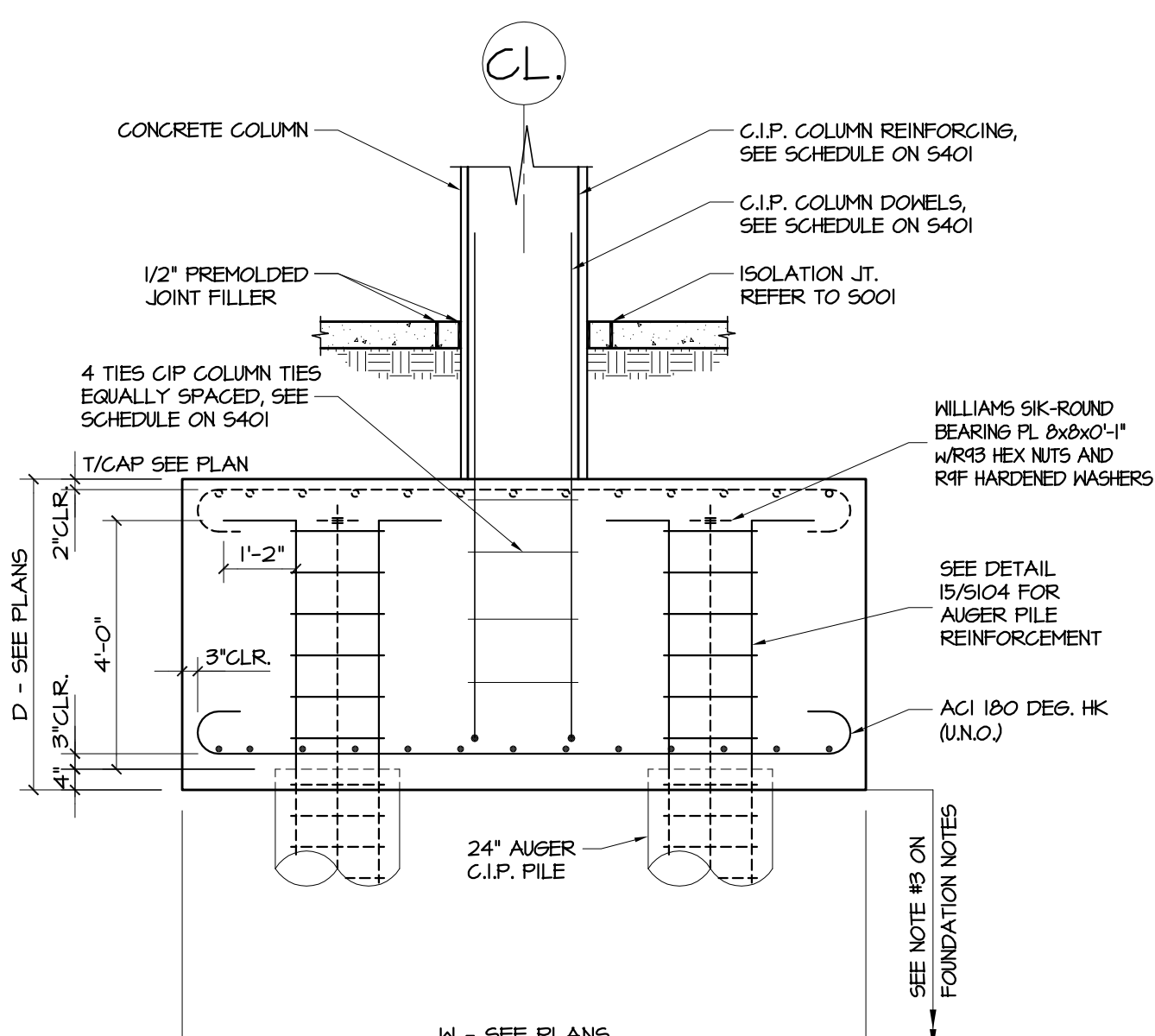
SECTION
SCALE: 3/8" = 1'-0"



PILE CAP
DETAIL PC-6
SCALE: 3/8" = 1'-0"

PILE CAP
DETAIL PC-8A
SCALE: 3/8" = 1'-0"

PILE CAP
DETAIL PC-8
SCALE: 3/8" = 1'-0"



TYPICAL PILE
CAP DETAIL

SCALE: N.T.S.

AUGER PILE REINFORCEMENT

SCALE: 3/8" = 1'-0"

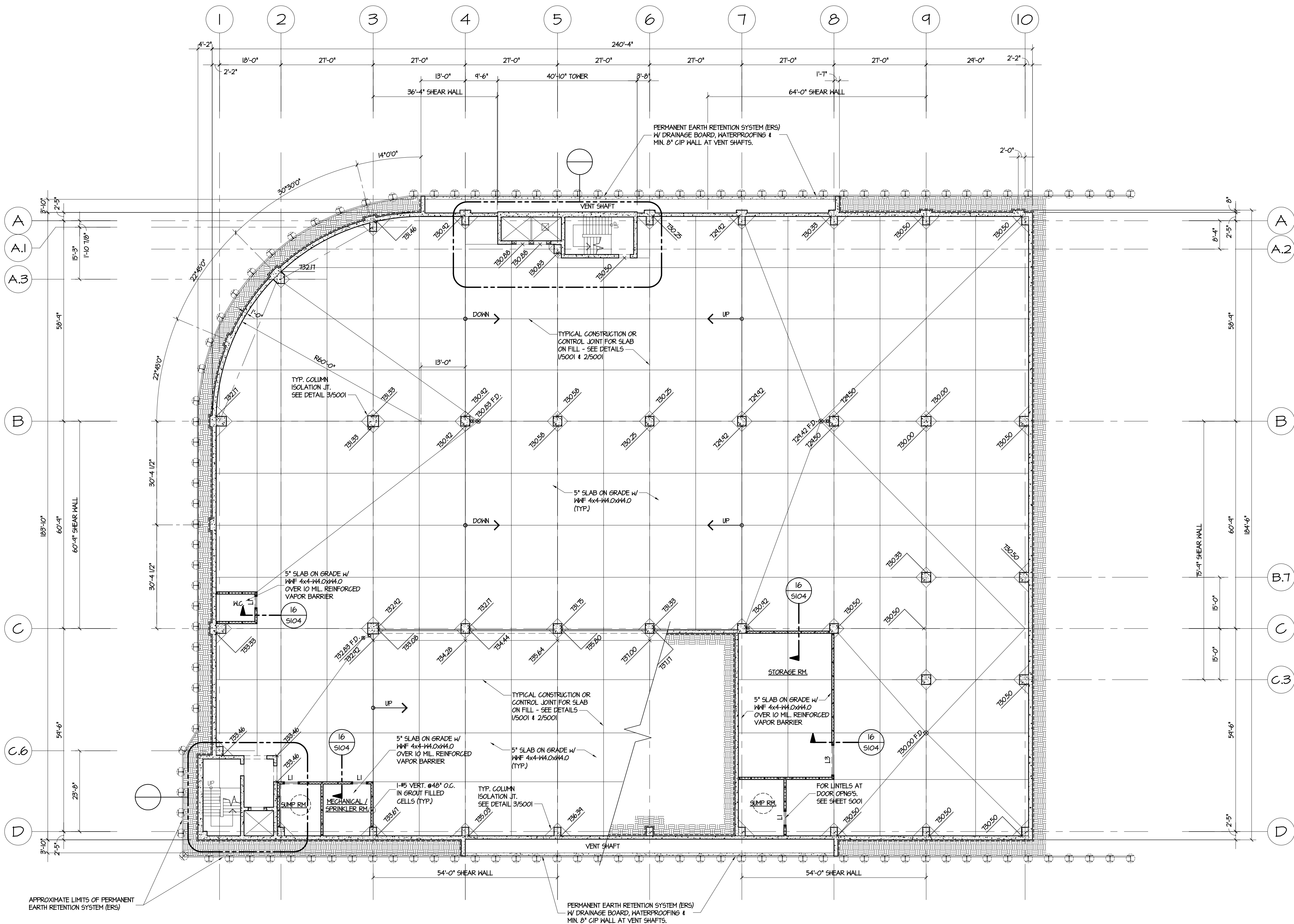
SECTION

SCALE: 3/8" = 1'-0"

SECTION

SCALE: 3/8" = 1'-0"

A
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C
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LEVEL LL3 (ALTERNATE 3) FLOOR PLAN
SCALE: 1/16" = 1'-0"

FLOOR PLAN LEGEND:

- C.I.P. CONCRETE FOUR STRIP / TOPPING
- C.I.P. CONCRETE WALLS, BEAMS & COLUMNS
- PRECAST CONCRETE WALLS, BEAMS & COLUMNS

ELECTRICAL / MECHANICAL NOTE:

WHERE EXPOSED, VERTICAL ELECTRICAL CONDUIT RUNS ARE TO BE LOCATED TIGHT TO FACE OF ALL WALLS AS INDICATED ON PLANS.

HORIZONTAL ELECTRICAL CONDUIT RUNS ARE TO BE LOCATED TIGHT TO UNDERSIDE OF ALL P.C.G., C.I.P. CONC. AND/OR STEEL FRAMING MEMBERS.

ELECTRICAL CONTRACTOR TO COORDINATE WITH PRECASTER / CONCRETE CONTRACTOR ALL REQUIRED P.C.G. / C.I.P. CONCRETE PENETRATIONS FOR CONDUIT RUNS AND ATTACHMENTS.

MECHANICAL / PLUMBING TRADES TO COORDINATE WITH PRECASTER / CONCRETE CONTRACTOR ALL REQUIRED P.C.G. / C.I.P. CONCRETE PENETRATIONS AND ANCHORAGE.

UNLESS OTHERWISE NOTED, MAINTAIN 8'-2" CLEAR HEADROOM IN ALL DRIVE LANES AND PARKING STALLS TO ANY ELECT. OR MECH. FIXTURES.

CAULKING / SEALANT NOTE:

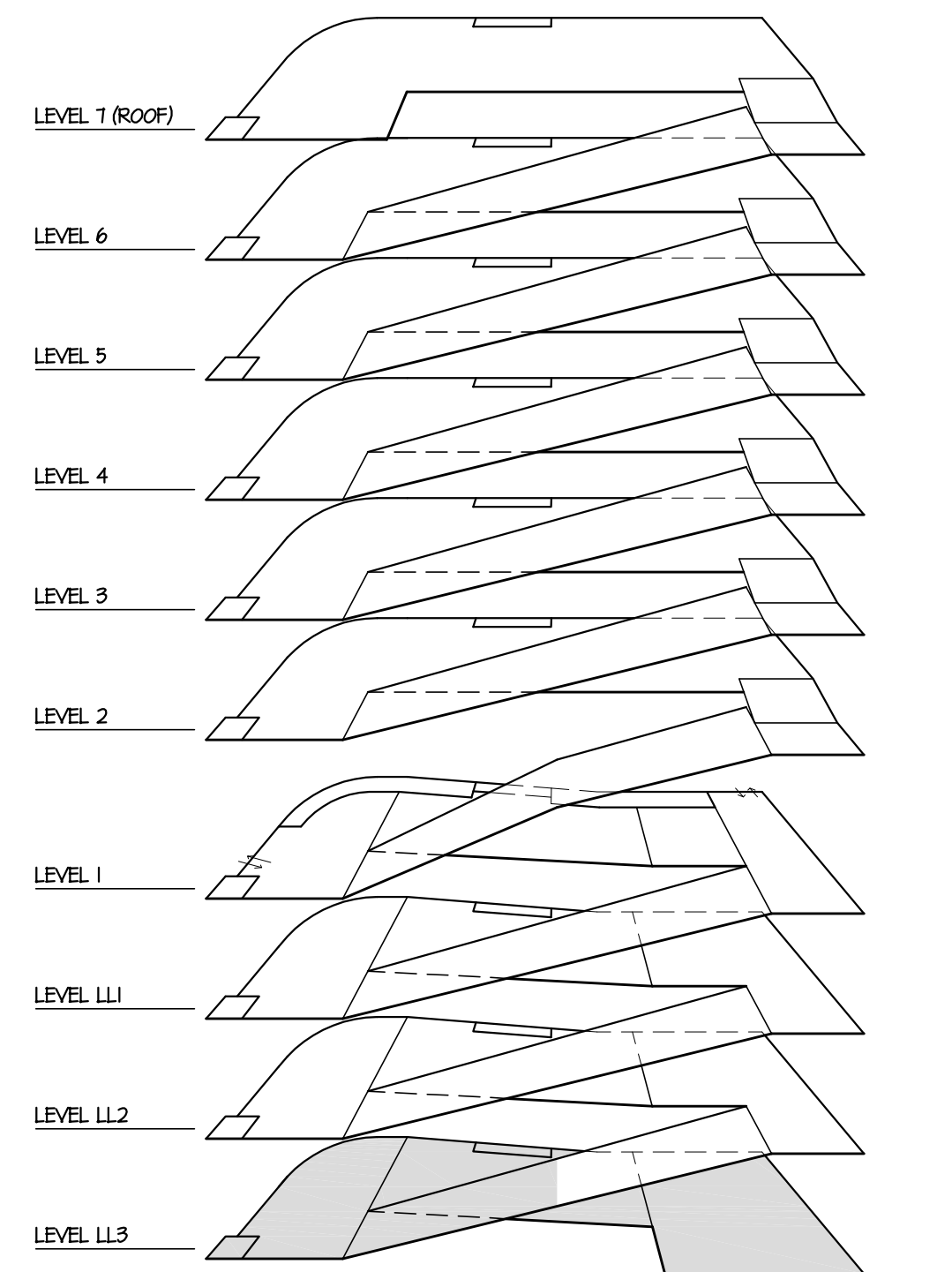
CONTS BACKER ROD AND SEALANT (COLOR BY ARCHITECT) AT ALL EXPOSED EXTERIOR JOINTS (HORIZONTAL AND VERTICAL) OF TOWER WALLS.

CONTS CAULKING (TO BE PAINTED OR STAINED) AT ALL EXPOSED INTERIOR JOINTS (HORIZONTAL & VERTICAL) OF TOWER WALLS, FLOORS & STAIRS.

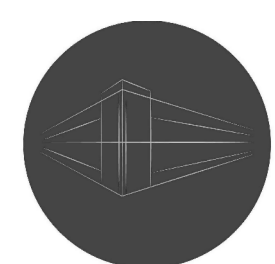
CONTS BACKER ROD AND SEALANT (COLOR BY ARCHITECT) AT ALL EXPOSED EXTERIOR AND INTERIOR COLUMN, WALL, AND SPANDREL PANEL JOINTS (HORIZONTAL AND VERTICAL).

CONTS BACKER ROD AND SEALANT (COLOR BY ARCHITECT) AT ALL EXPOSED INTERIOR JOINTS OF GARAGE ALONG FINISHED WALLS (REFER TO SEALANT DETAIL ISOMETRIC).

NOTE: USE APPROPRIATE RATINGS FOR ALL CAULKS AND SEALANTS FOR FIRE RATED WALLS (REFER TO PLANS, SECTIONS AND/OR ROOM FINISH SCHEDULE FOR REQUIRED WALL/ROOM RATINGS).



ISOMETRIC
SCALE: NONE



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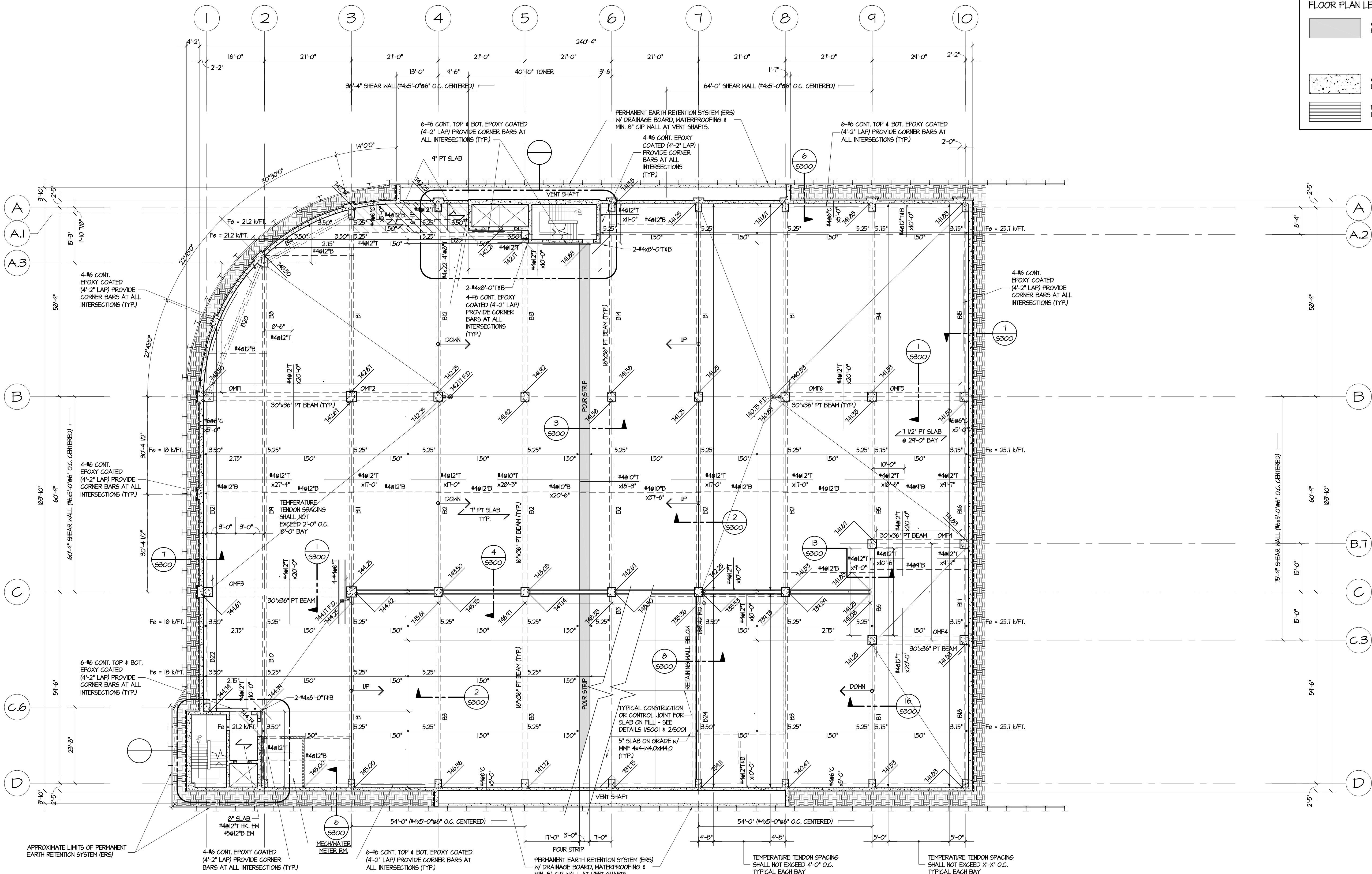
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Date: Issued For:
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Sheet No.:
S200
PARKING STRUCTURE FLOOR PLAN
LEVEL LL3

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B
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LEVEL LL2 (ALTERNATE 3) FRAMING PLAN

SCALE: 1/16" = 1'-0"

NOTES:

1. MINIMUM CONCRETE COVER FOR REINFORCING AND UNBONDED TENDONS SHALL BE AS FOLLOWS:

- TOP COVER - 1 1/2"
- BOTTOM COVER - 1"
- END COVER ON ANCHOR - 2"

2. TOP (T) AND BOTTOM (B) AND CENTERED (C) REINFORCING, SEE 8/5001.

3. EPOXY COAT REINFORCEMENT (REBAR) ARE USED IN BOTH THE TOP AND BOTTOM PORTIONS OF THE ELEVATED SLABS AND BEAMS.

POST TENSIONING NOTES:

1. STRESSING SEQUENCE

ONE WAY SLAB AND BEAM SEQUENCE

- STRESS TEMPERATURE TENDONS
- STRESS CONTINUOUS SLAB TENDONS
- STRESS BEAM TENDONS

2. PROVIDE 2-PT STRANDS AT EDGE OF SLAB (TYP.). SEE DETAILS ON S300.

3. PLACE TEMPERATURE UNBONDED TENDONS ON TOP OF MAIN UNBONDED TENDONS AND AT MID THICKNESS OF SLAB AT ANCHORAGES.

4. PROVIDE TENDON SUPPORTS AT 4'-0" O.C.

5. DIMENSIONS FOR UNBONDED SLAB TENDONS ARE TO THE CENTERLINE FROM BOTTOM OF SLAB.

6. PROVIDE A MINIMUM OF 100 PSI COMPRESSIVE STRESS FOR SHRINKAGE AND TEMPERATURE AT UNBONDED TEMPERATURE TENDONS. SEE PLANS FOR LOCATIONS OF TENDONS.

7. PROVIDE #3 HAIRPINS MIN. 18" IN LENGTH AT ANCHOR ZONES. FOR GROUPS OF 4 OR MORE 3 TENDONS WITH ANCHOR SPACING 12" OR LESS, TOTAL HAIRPINS EQUAL NUMBER OF ANCHOR PLUS 1.

8. MAXIMUM SPACING OF ANY SINGULAR TENDON SHALL NOT EXCEED 8 TIMES THE SLAB THICKNESS, WITH A MAXIMUM SPACING OF 5'-0". THE INITIAL POST TENSIONING LOAD BEFORE LOSSES AND TRANSFER SHALL BE 20% L3PS.

9. MAXIMUM CLEAR SPACING BETWEEN BUNDLED TENDONS SHALL BE THE SUM OF THE WIDTH OF THE TENDON BUNDLE PLUS THE SUM OF THE WIDTH OF ALL REBAR PLACED BETWEEN EACH BUNDLE.

10. BUNDLING TENDONS FOR FLOOR SLAB CONSTRUCTION SHALL CONSIST OF A MAXIMUM OF 4 TENDONS PER BUNDLE.

11. FOR BEAM CONSTRUCTION A MAXIMUM OF 6 TENDONS PER ROUND BUNDLE. LARGER BUNDLES SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND WAIVER.

12. CURVATURE OF TENDONS IS PERMITTED HORIZONTALLY TO FOLLOW NON ALIGNED COLUMN LAYOUTS AND TO AVOID OPENINGS. THE HORIZONTAL RADIUS OF CURVATURE SHALL BE 20 TIMES THE DIAMETER OF THE TENDON BUT ABSOLUTELY NOT LESS THAN 10 FEET.

13. THE MINIMUM OF 2 INCHES OF CLEAR SEPARATION SHALL BE MAINTAINED BETWEEN CURVED TENDONS.

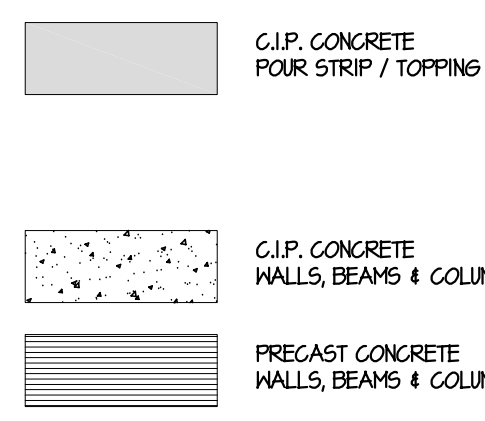
14. PERMANENT FIXTURES SUCH AS CURTAIN WALLS, FIRE EQUIPMENT, MEP SHALL BE ATTACHED USING EMBEDMENTS, FASTENERS OR INSERTS SHALL NOT BE SHOT OR DRILLED INTO POST TENSIONED SLABS. AFTER CONCRETE IS PLACED UNTIL THE TENDON LOCATIONS ARE PERMANENTLY MARKED ON THE SOFFIT OF THE SLAB AND IT IS SHOWN THAT THE EMBEDMENT INSTALLATION WILL NOT SPALL THE CONCRETE.

15. LOCATE ALL OPENINGS, SLEEVES, INSERTS, OTHER PENETRATIONS SHALL BE LOCATED PRIOR TO PLACING TENDONS.

16. GENERAL RECOMMENDATIONS FOR CONDUIT PLACEMENT:

- CONDUIT RUNS SHALL BE LOCATED WITHIN THE MID THIRD OF THE DISTANCE BETWEEN COLUMN CENTERLINES, BOTH DIRECTIONS
- NO CONDUITS LARGER THAN 1 1/2" OR 1/8 THE SLAB THICKNESS, WHICHEVER IS LESS OR 3/4"
- NO CROSSING OF CONDUITS
- LIMIT THE NUMBER OF ADJACENT CONDUITS IN A STRUCTURE SLAB TO 3 IN A 12 FOOT WIDTH
- CENTER TO CENTER SPACING OF CONDUIT: 12" x DIAMETER
- CONDUIT SHALL BE PLACED IN THE MIDDLE 1/3 THICKNESS OF THE STRUCTURE SLAB
- CONDUIT SHALL NOT TO INTERFERE WITH LOCATION OF REINFORCING AND TENDONS ASSEMBLIES

FLOOR PLAN LEGEND:



ELECTRICAL / MECHANICAL NOTE:

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UNLESS OTHERWISE NOTED, MAINTAIN 9'-2" CLEAR HEADROOM IN ALL DRIVE LINES AND PARKING STALLS TO ANY ELECT. OR MECH. FIXTURES.

CAULKING / SEALANT NOTE:

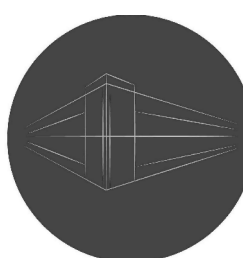
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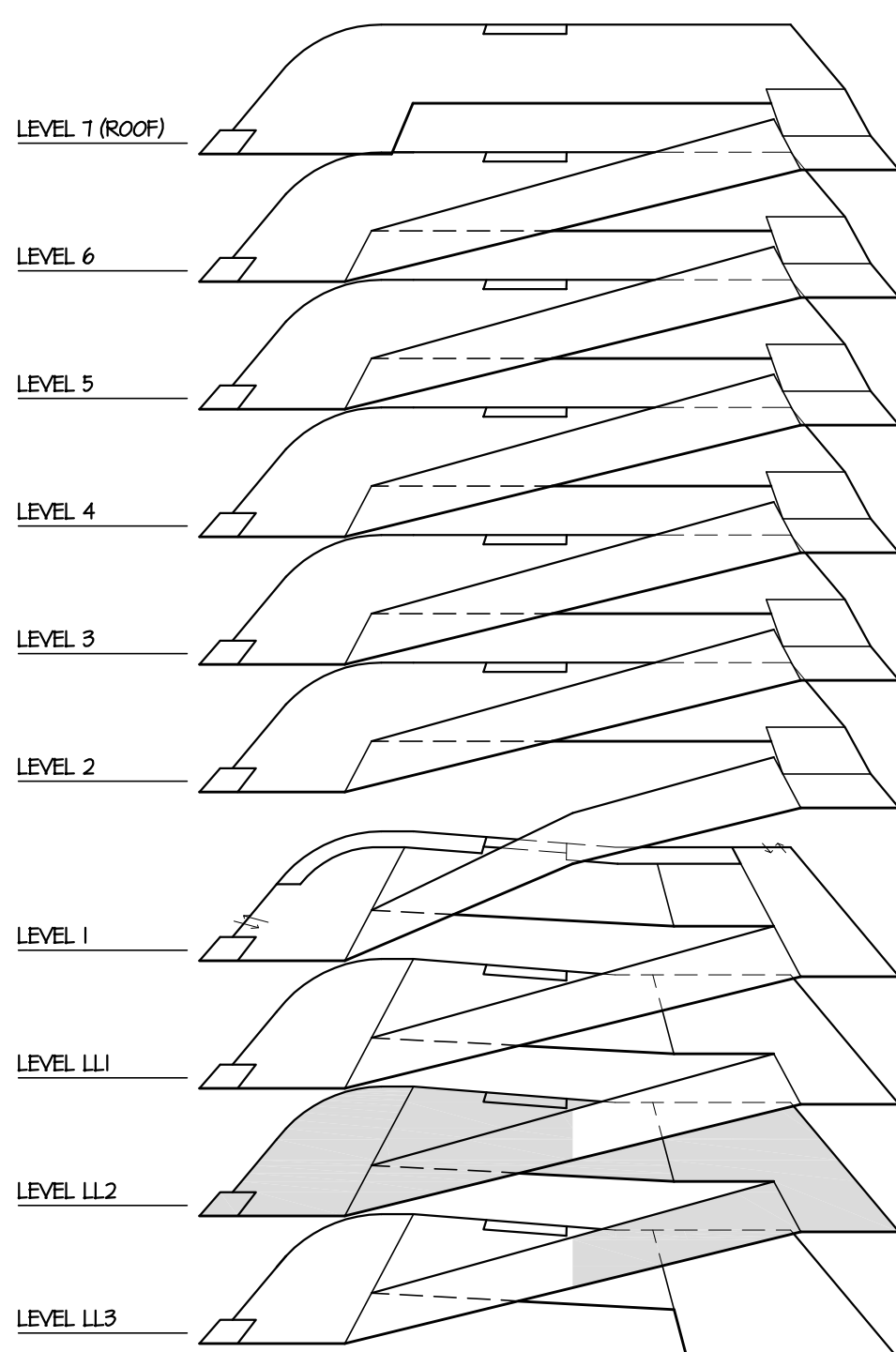
Date: Issued For:

02-20-2019	SD
03-13-2019	50% Design Development
05-30-2019	Deck Design Concept

Sheet No.:

S201

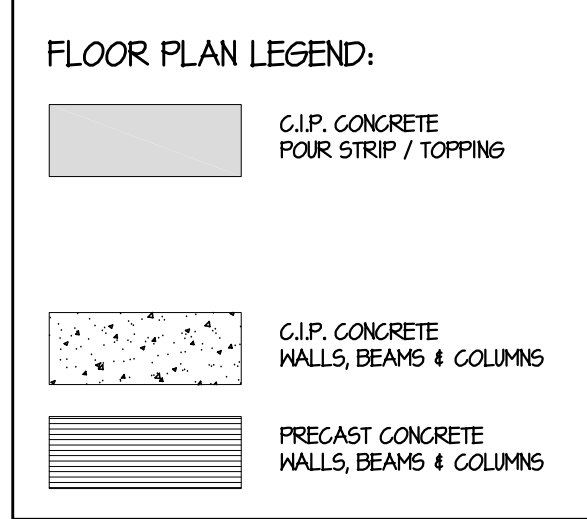
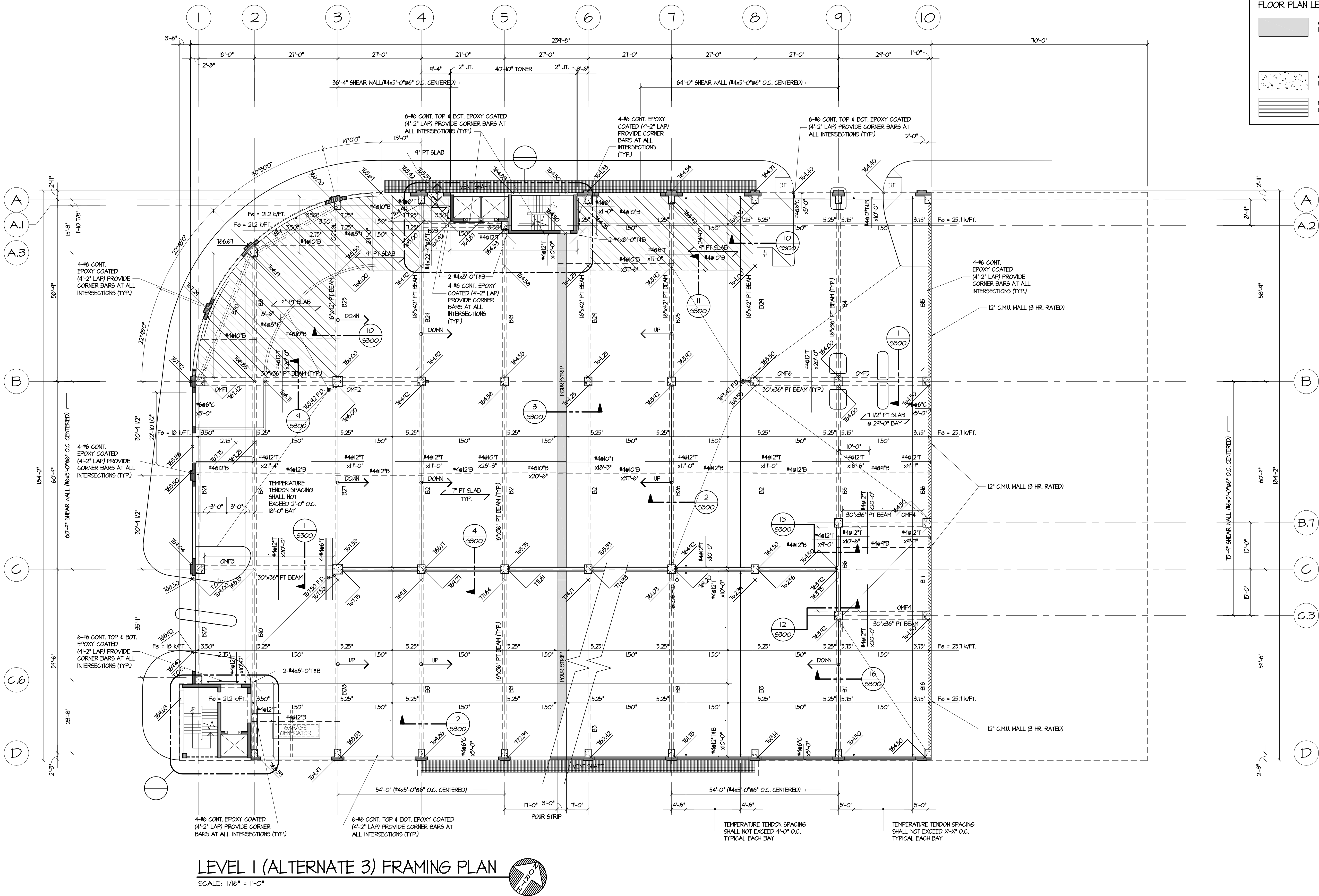
PARKING STRUCTURE FRAMING PLAN
LEVEL LL2



ISOMETRIC
SCALE: NONE



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ELECTRICAL / MECHANICAL NOTE:

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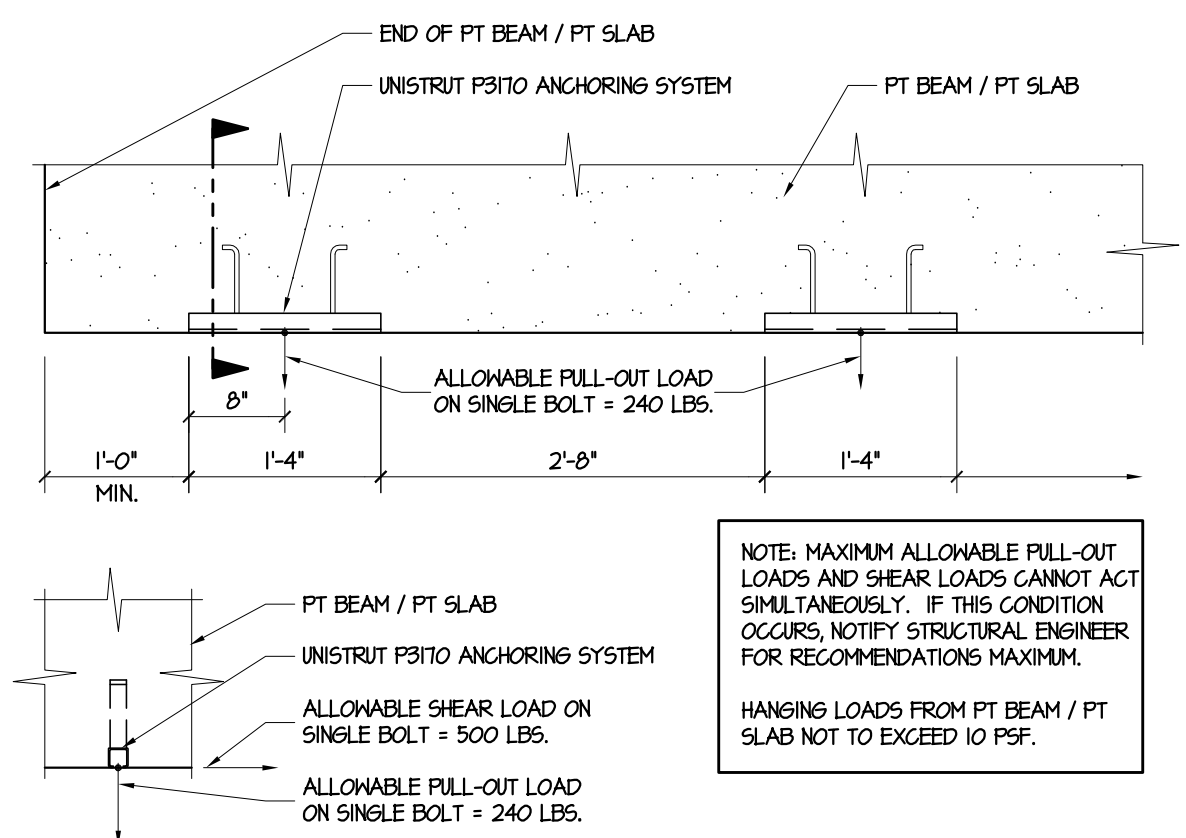
CONTS BACKER ROD AND SEALANT (COLOR BY ARCHITECT) AT ALL EXPOSED INTERIOR JOINTS OF GARAGE ALONG FINISHED WALLS (REFER TO SEALANT DETAIL, ISOMETRIC).

CONTS BACKER ROD AND SEALANT (COLOR BY ARCHITECT) AT ALL JOINTS (HORIZONTAL AND VERTICAL) BETWEEN C.M.U. WALLS AND CONCRETE WALLS, COLUMNS, BEAMS AND SLABS.

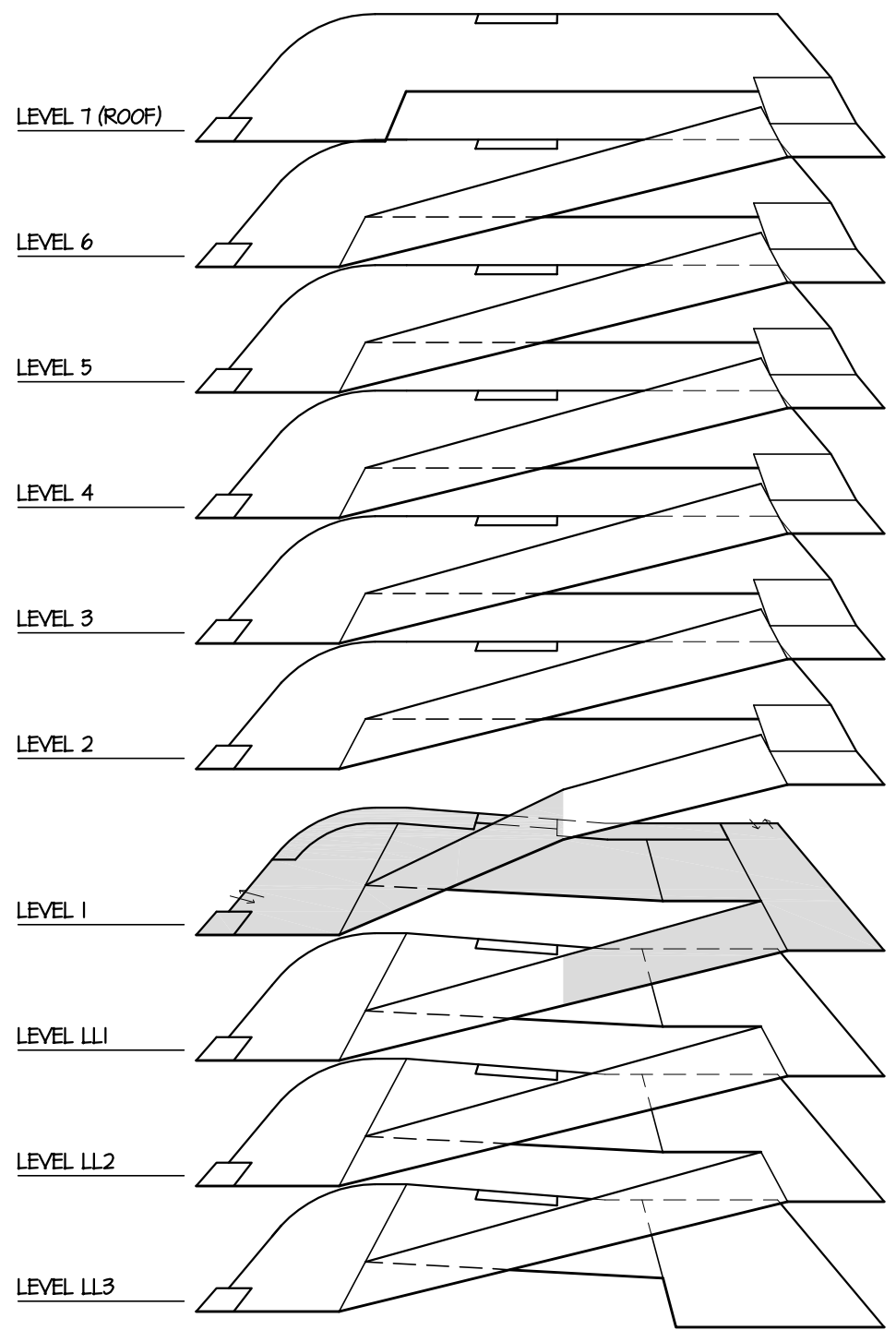
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UNISTRUT ANCHORING:

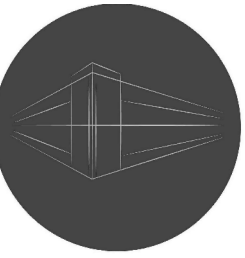
AT LEVEL 1 RETAINS SPACE (HATCH AREA) TO RECEIVE UNISTRUT ANCHORING SYSTEM OR SIMILAR TO UNDERSIDE OF LEVEL 2 POST-TENSION SLAB AND POST-TENSION BEAMS. (200 QUANTITY) REFER TO DETAIL S2023



1 UNISTRUT DETAIL
S203 SCALE: 3/4" = 1'-0"



ISOMETRIC
SCALE: NONE



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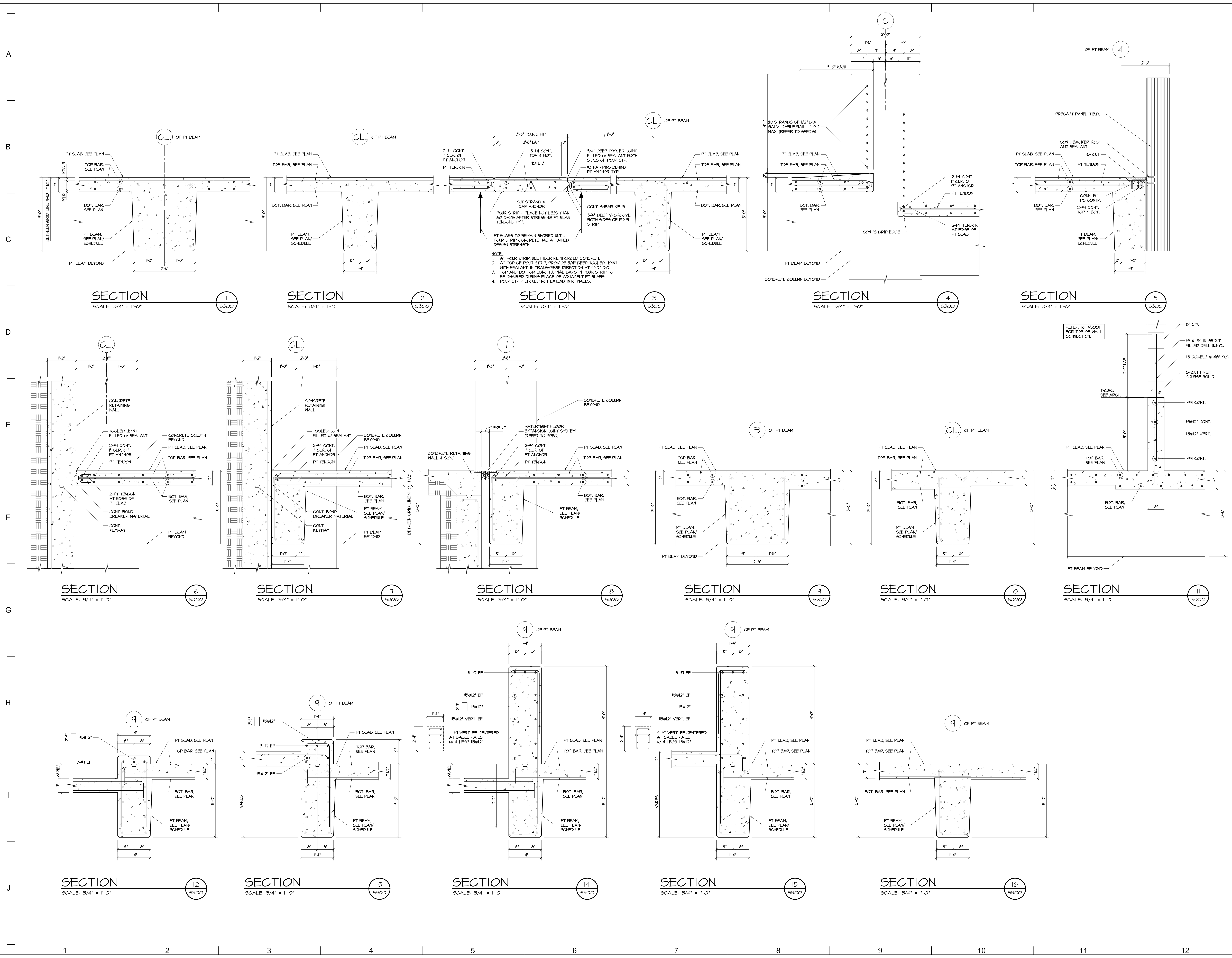
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05-30-2019 Deck Design Concept

Sheet No.:
S203
PARKING STRUCTURE FRAMING PLAN
LEVEL 1



WOODWARD BATES
PARTNERS LLC
SAROKI ARCHITECTURE | WALBRIDGE
BOI GROUP | ROBERTSON BROTHERS HOMES

Walbridge

RICH & ASSOCIATES
PARKING CONSULTANTS

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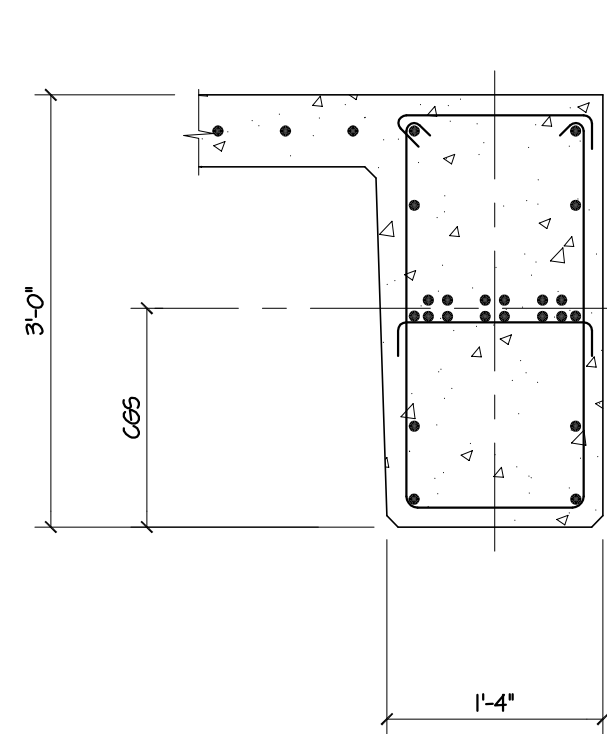
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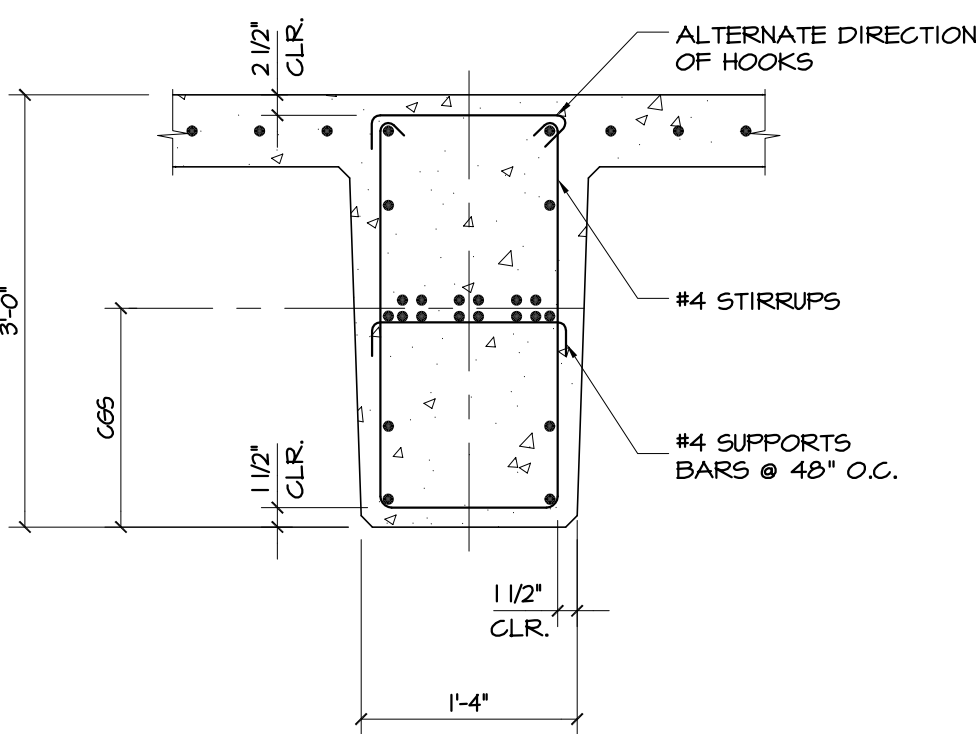
Date: Issued For:
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03-13-2019 50% Design Development
05-30-2019 Deck Design Concept

Sheet No.:
S300
PARKING STRUCTURE
SECTIONS

A

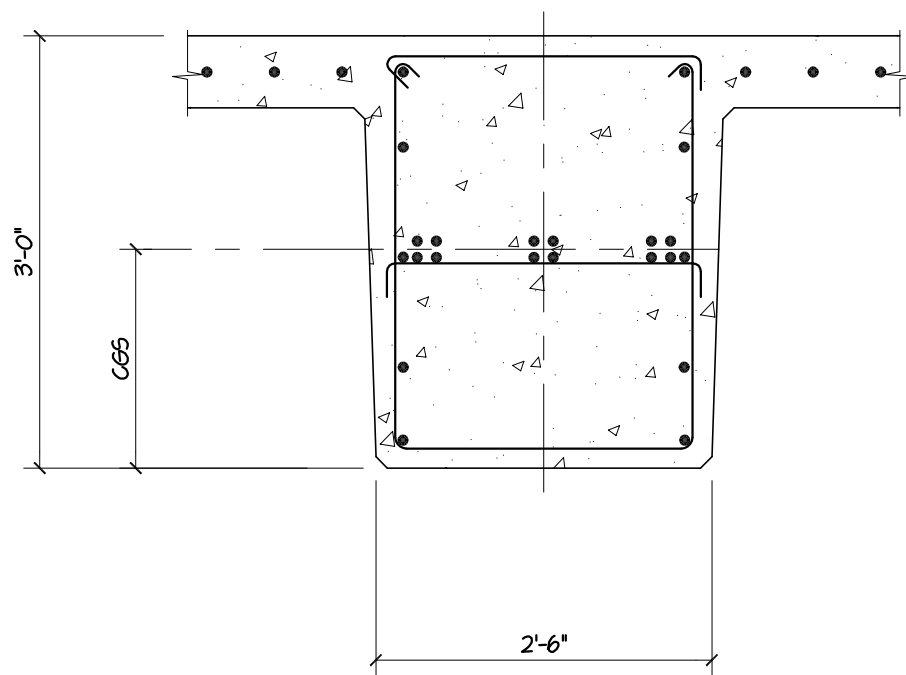


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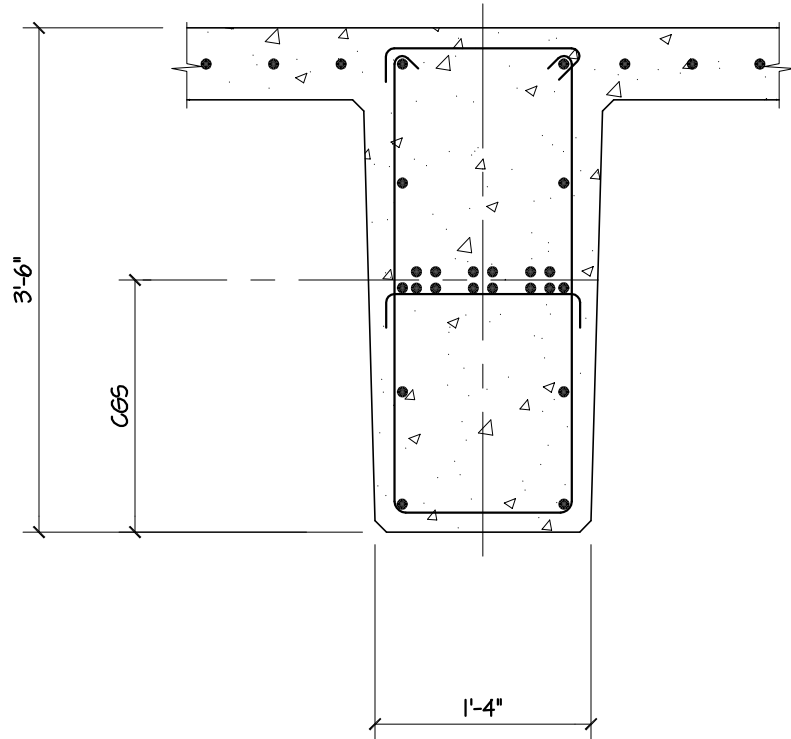


SECTION TYPE B
SCALE: NONE

B



SECTION TYPE C
SCALE: NONE

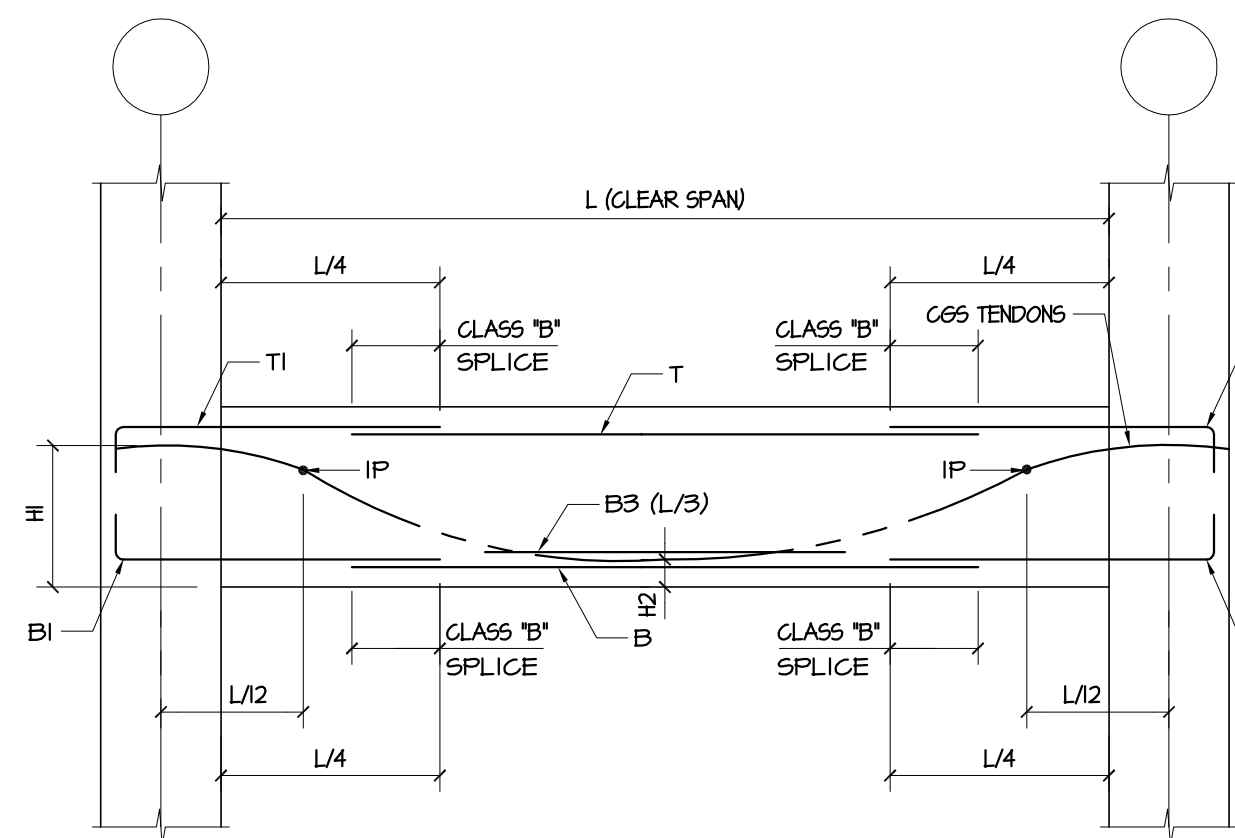


SECTION TYPE D
SCALE: NONE

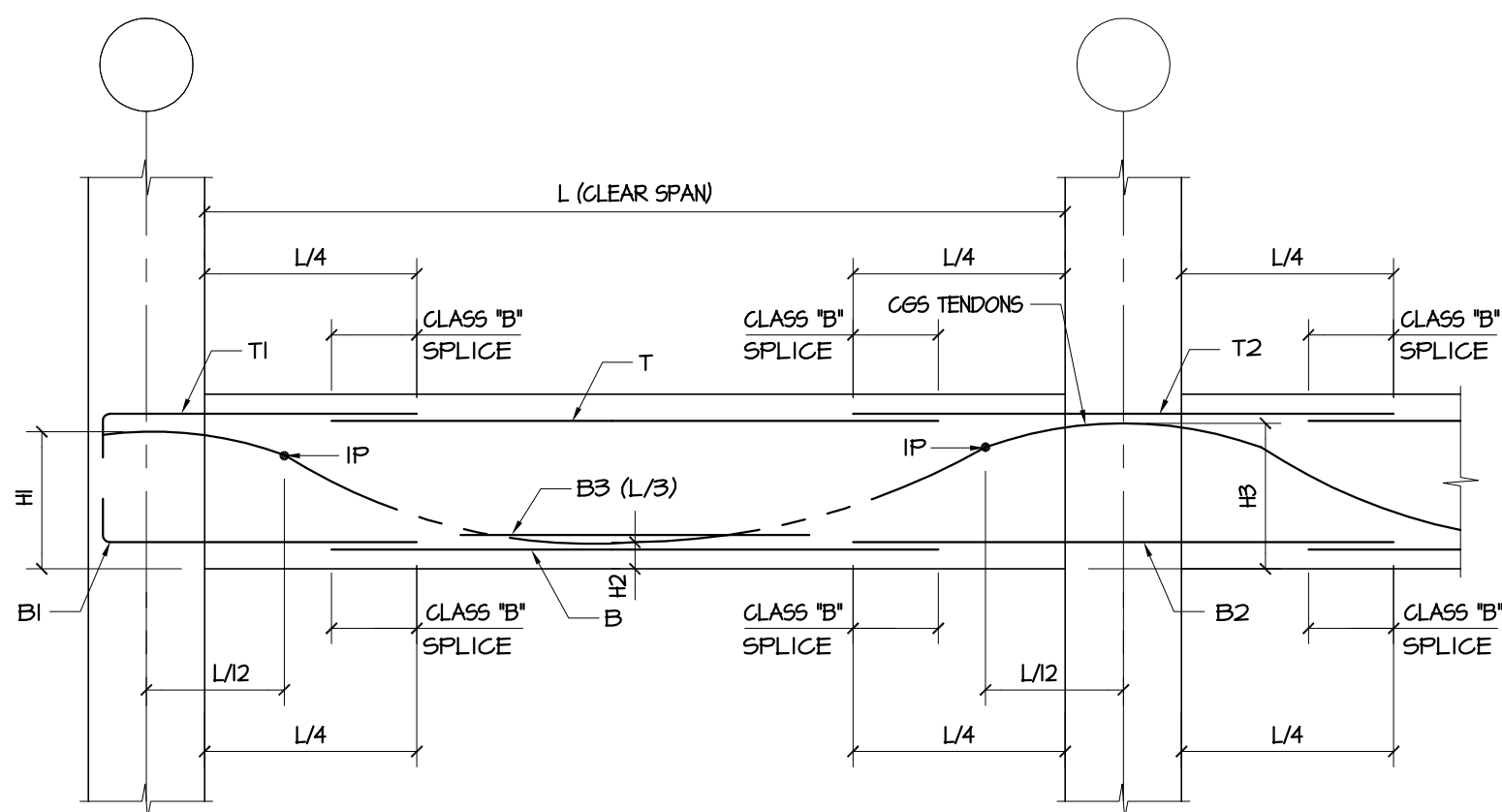
C

D

E

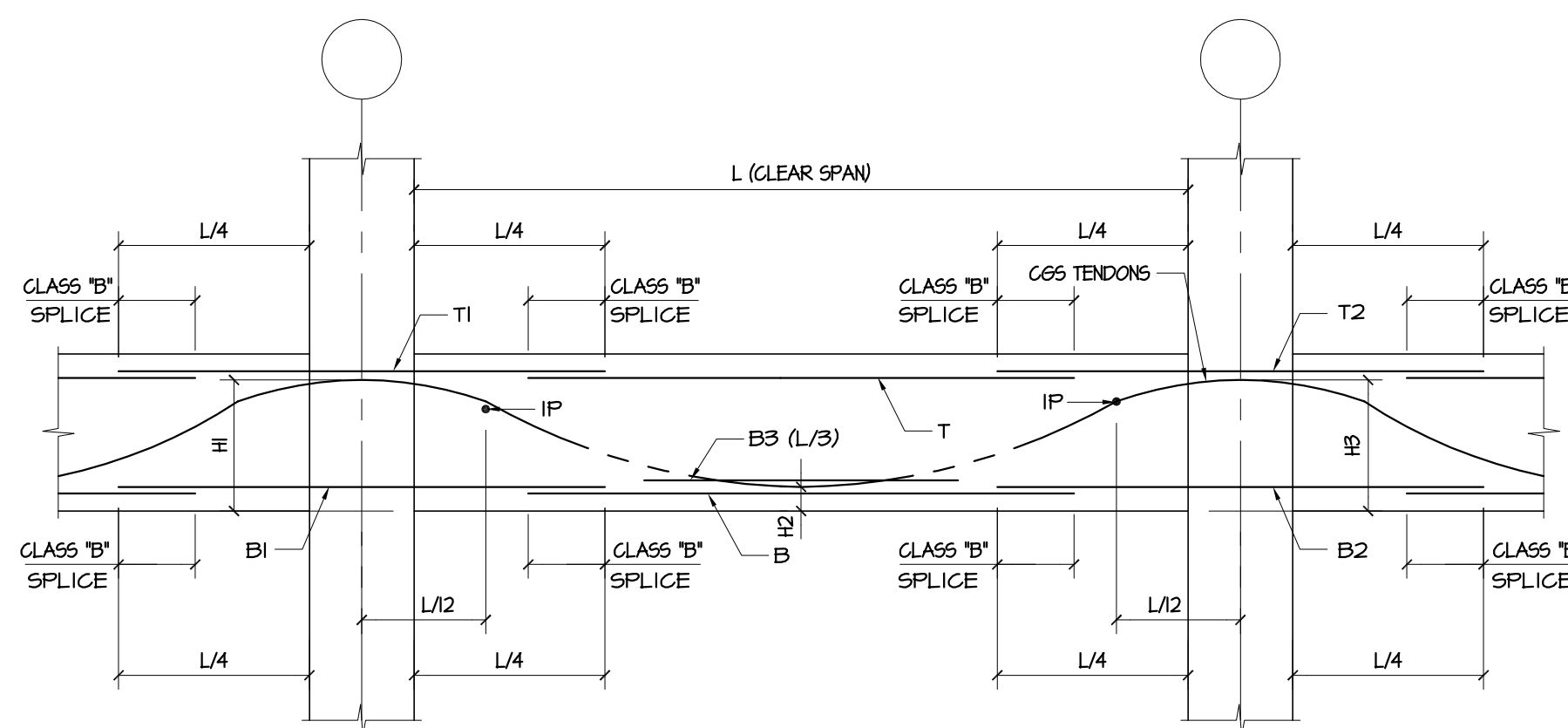


BEAM TYPE 1
SCALE: NONE

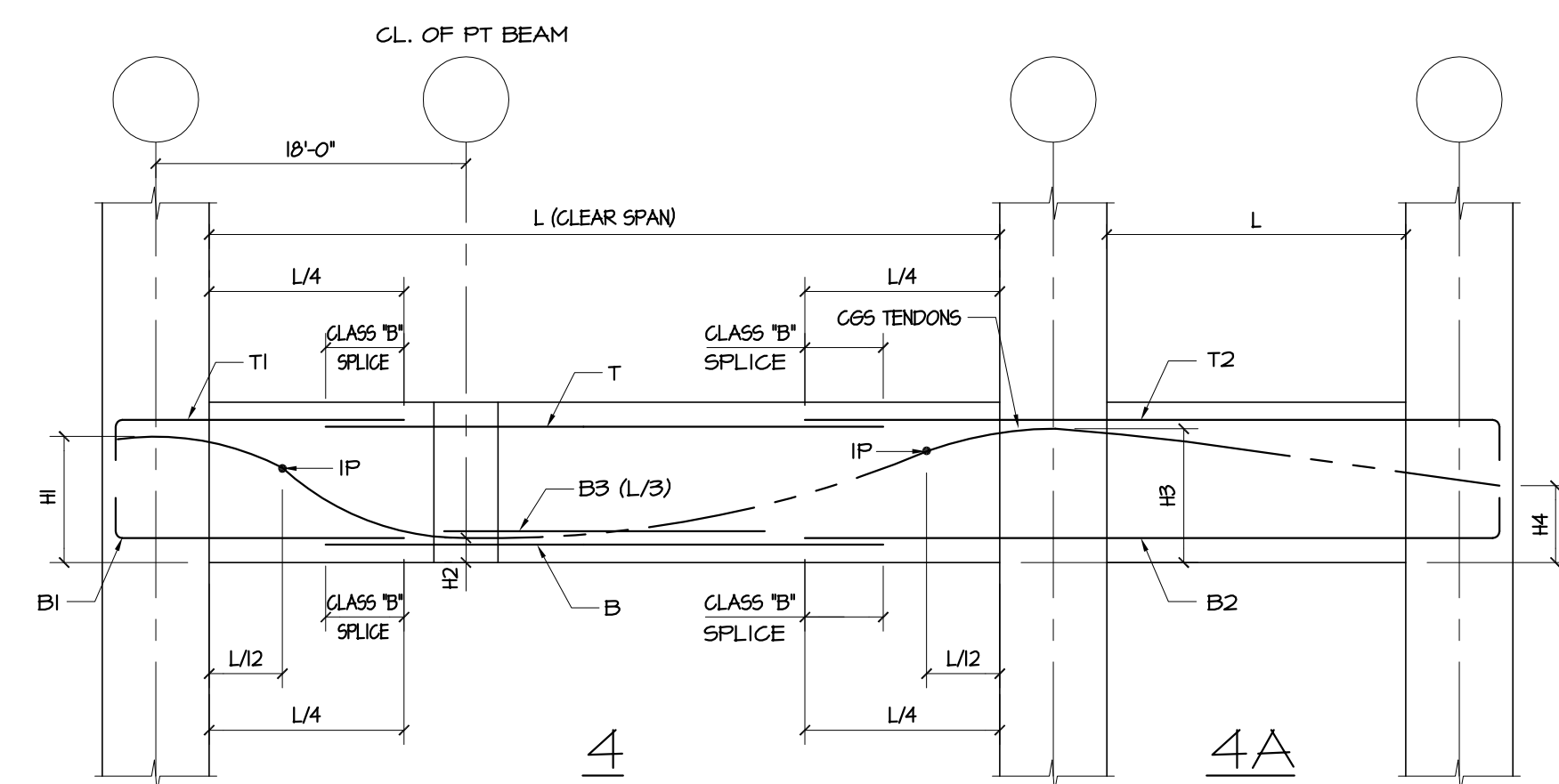


BEAM TYPE 2
SCALE: NONE

F



BEAM TYPE 3
SCALE: NONE

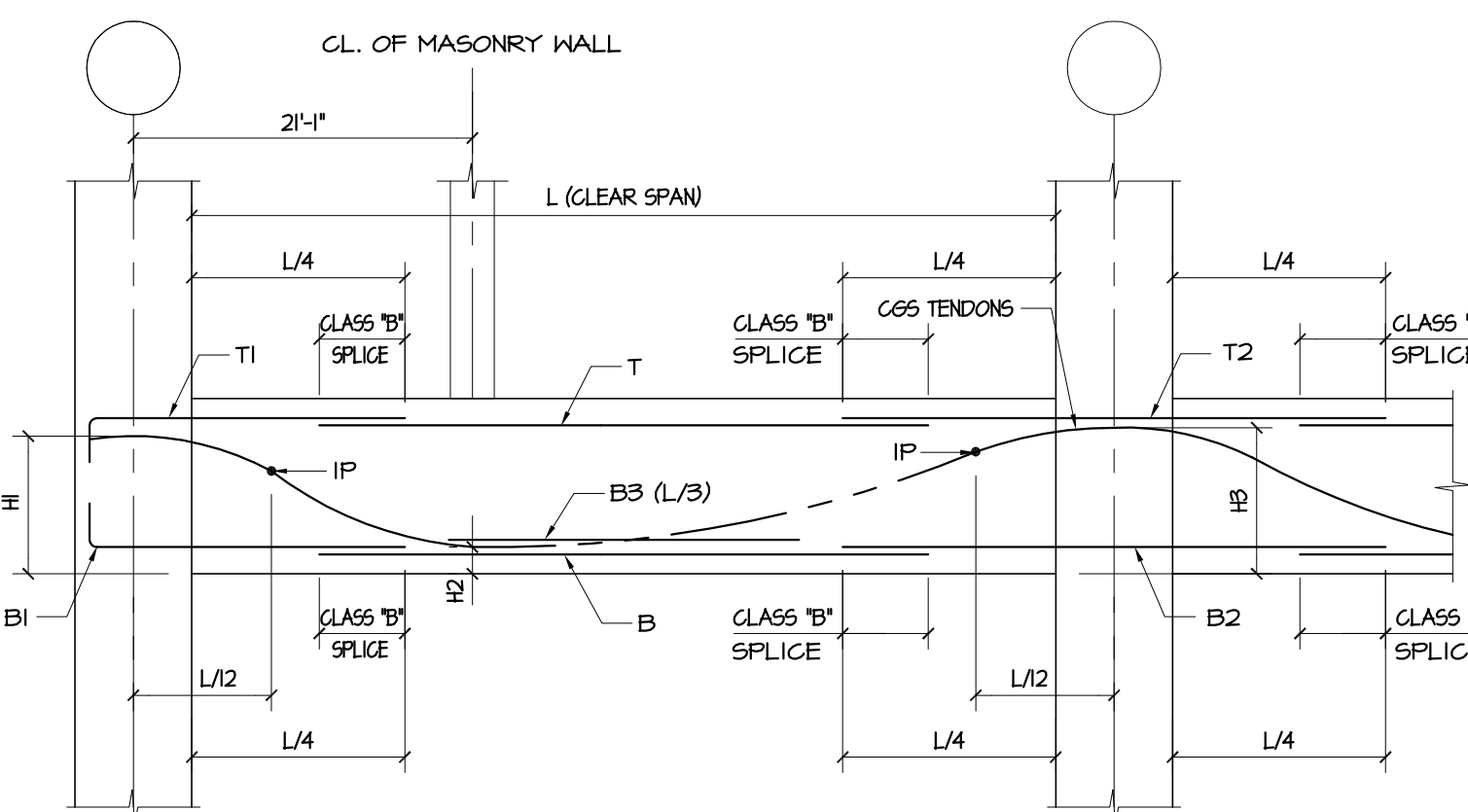


BEAM TYPE 4
SCALE: NONE

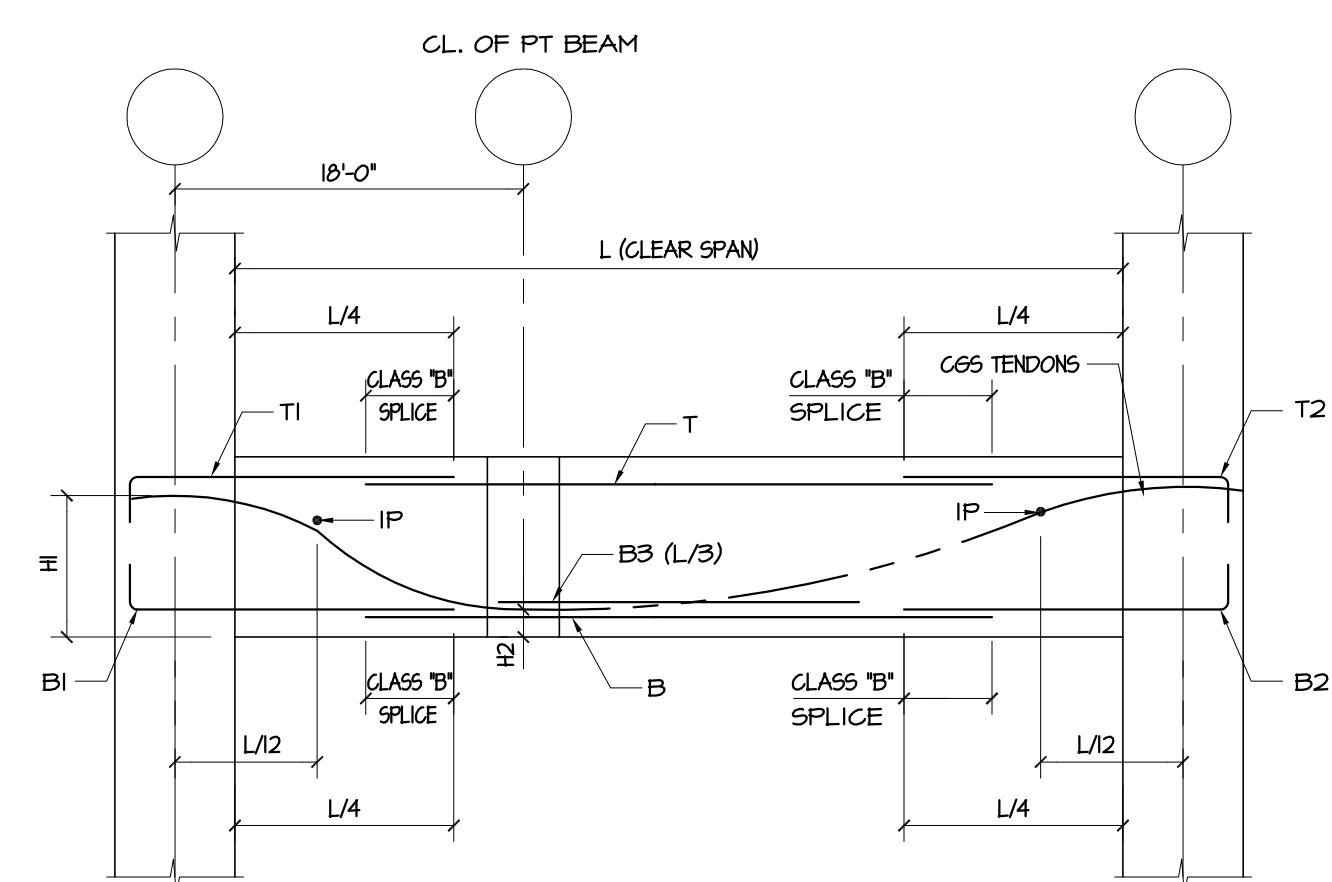
G

H

I



BEAM TYPE 5
SCALE: NONE



BEAM TYPE 6
SCALE: NONE

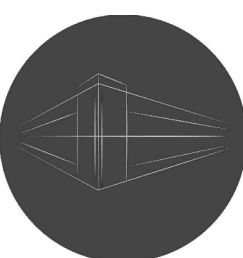
J

BEAM NOTES:

1. CONCRETE STRENGTH = 5,000 PSI
2. REINFORCEMENT $f_y = 60,000$ PSI
3. TABULATED EFFECTIVE FORCES ARE BASED ON 1/2" 270 KS, LOW RELAXATION STRANDS.
4. SUBMIT PT FRICTION LOSS CALCULATIONS TO ESTABLISH FINAL EFFECTIVE FORCE PER STRAND.
5. AT BEAM AND GIRDER INTERSECTIONS, ADD #4 STIRRUPS @ 4" O.C. FOR 3'-0" IN EACH DIRECTION.
6. BLOCK-OUTS FOR ELECTRICAL CONDUITS SHALL BE FLUSH WITH UNDERSIDE OF SLABS. COORDINATE WITH ELECTRICAL.
7. EPOXY COAT REINFORCEMENT (REBAR) ARE USED IN BOTH THE TOP AND BOTTOM PORTIONS OF THE ELEVATED BEAMS.
8. PROVIDE CLASS B LAP SPLICE WITH LARGEST BAR FOR BEAM.
9. CGS = CENTER OF GRAVITY STRAND (TENDON)
IP = INFLECTION POINT
B = POST-TENSIONED BEAM
OBF = ORDINARY MOMENT FRAME

POST-TENSIONED BEAM SCHEDULE

MARK	BEAM TYPE	SECTION TYPE	EFFECTIVE FORCE (KIPS)	TENDON PROFILE (INCHES)				MILD REINFORCEMENT							STIRRUPS		REMARKS	
				H1	H2	H3	H4	T1	T	T2	B1	B	B2	B3	HORIZ. EA. FACE	SIZE		FROM EACH END
OMF1	4	C	640 K	24.1	4.0	33.0	-	8-#10	8-#10	8-#10	8-#10	8-#10	8-#10	-	3-#6	#4	3@2", 6@6", REM. @6" O.C.	(2) ADD'L LEGS
OMF2	4A	C	640 K	-	-	33.0	23.0	-	-	8-#10	-	-	8-#10	-	3-#6	#4	3@2", 6@6", REM. @17" O.C.	
OMF3	6	C	640 K	24.1	3.0	24.1	-	8-#10	8-#10	8-#10	8-#10	8-#10	8-#10	-	3-#6	#4	3@2", 6@6", REM. @6" O.C.	(2) ADD'L LEGS
OMF4	1	C	400 K	24.1	4.0	24.1	-	5-#10	4-#10	5-#10	4-#10	4-#10	4-#10	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
OMF5	2	C	640 K	24.1	4.0	33.0	-	8-#10	8-#10	8-#10	8-#10	8-#10	8-#10	-	3-#6	#4	3@2", 6@6", REM. @17" O.C.	
OMF6	2	C	640 K	24.1	4.0	33.0	-	8-#10	8-#10	8-#10	8-#10	8-#10	8-#10	-	3-#6	#4	3@2", 6@6", REM. @17" O.C.	
B1	2	B	452 K	26.4	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @14" O.C.	
B2	2	B	452 K	26.4	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @14" O.C.	
B3	1	B	505 K	26.4	3.0	26.4	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @14" O.C.	
B4	2	B	474 K	26.4	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @14" O.C.	
B5	3	B	474 K	33.0	11.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B6	3	B	474 K	33.0	23.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @10" O.C.	CLOSED STIRRUPS
B7	2	B	474 K	26.4	9.25	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B8	2	B	452 K	26.4	15.5	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B9	3	B	452 K	33.0	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B10	2	B	452 K	22.9	5.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B11	3	B	452 K	33.0	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @12" O.C.	
B12	2	B	452 K	26.4	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @14" O.C.	
B13	2	B	452 K	26.4	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @14" O.C.	
B14	2	B	452 K	26.4	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @14" O.C.	
B15	2	A	326 K	23.3	3.0	33.0	-	4-#4	3-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B16	3	A	326 K	33.0	10.5	33.0	-	4-#4	3-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B17	3	A	326 K	33.0	23.25	33.0	-	4-#4	3-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B18	2	A	326 K	23.3	6.5	33.0	-	4-#4	3-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B19	2	B	-	-	-	-	-	4-#4	3-#4	4-#4	3-#8	4-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @12" O.C.	
B20	3	B	-	-	-	-	-	6-#4	3-#4	6-#4	3-#8	5-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @12" O.C.	
B21	3	A	250 K	22.9	3.0	33.0	-	4-#4	3-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B22	2	A	250 K	22.4	10.5	33.0	-	4-#4	3-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @17" O.C.	
B23	1	B	-	-	-	-	-	3-#4	3-#4	3-#4	3-#8	4-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @12" O.C.	
B24	1	A	505 K	26.4	3.0	26.4	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @14" O.C.	
B25	5	D	556 K	31.9	3.0	34.0	-	7-#4	3-#4	5-#4	4-#8	4-#8	4-#8	-	4-#5	#4	3@2", 6@6", REM. @8" O.C.	
B26	2	B	556 K	26.4	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @10" O.C.	
B27	3	B	556 K	33.0	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @10" O.C.	
B28	2	B	556 K	26.4	3.0	33.0	-	4-#4	2-#4	4-#4	3-#8	3-#8	3-#8	-	3-#5	#4	3@2", 6@6", REM. @10" O.C.	
B29	5	D	452 K	31.9	3.0	34.0	-	7-#4	3-#4	5-#4	4-#8	4-#8	4-#8	-	4-#5	#4	3@2", 6@6", REM. @8" O.C.	



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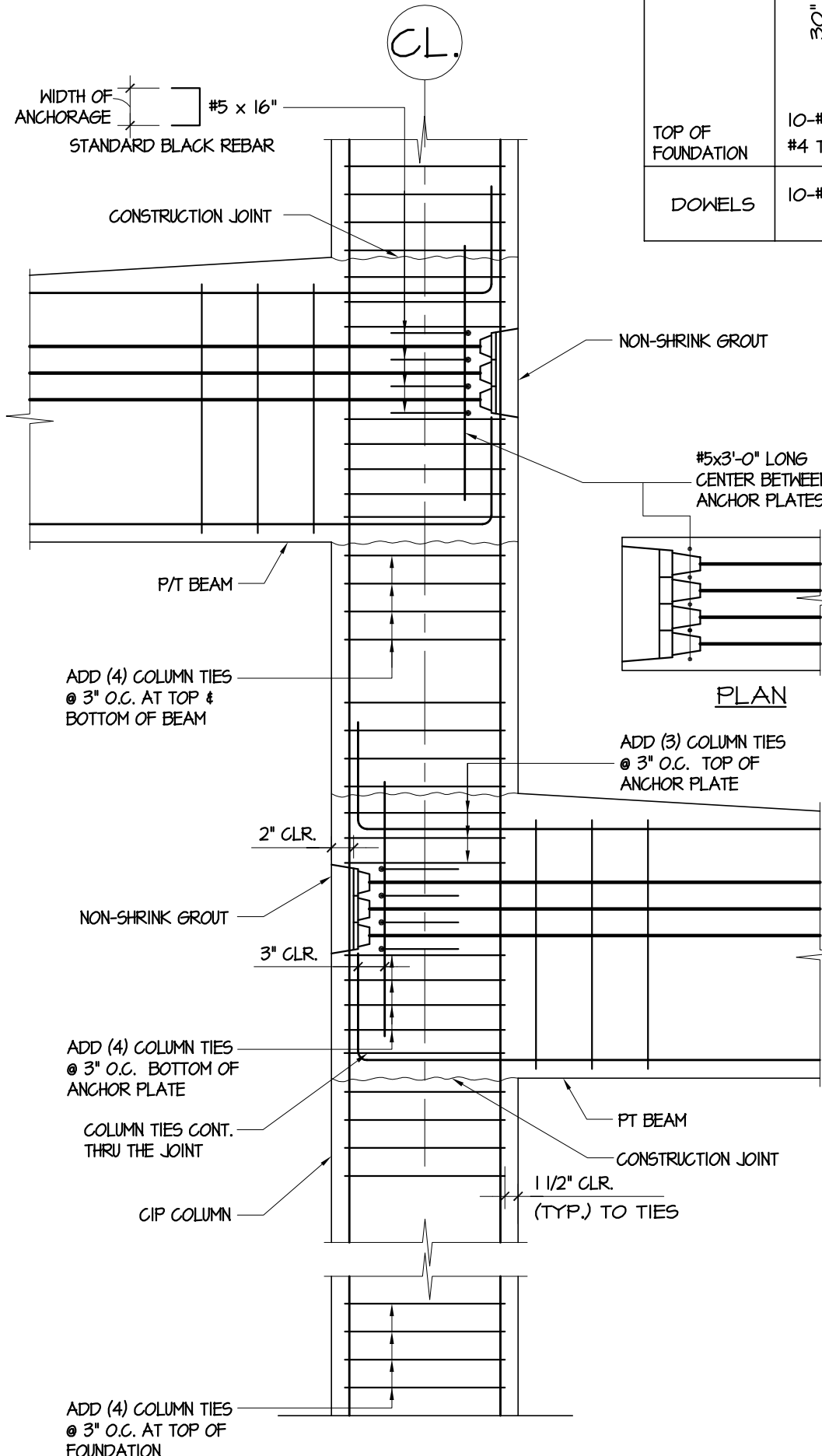
Project:
**PARKING
STRUCTURE**
BATES ST., BIRMINGHAM MI
48009

Date: Issued For:
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03-13-2019 50% Design Development
05-30-2019 Deck Design Concept

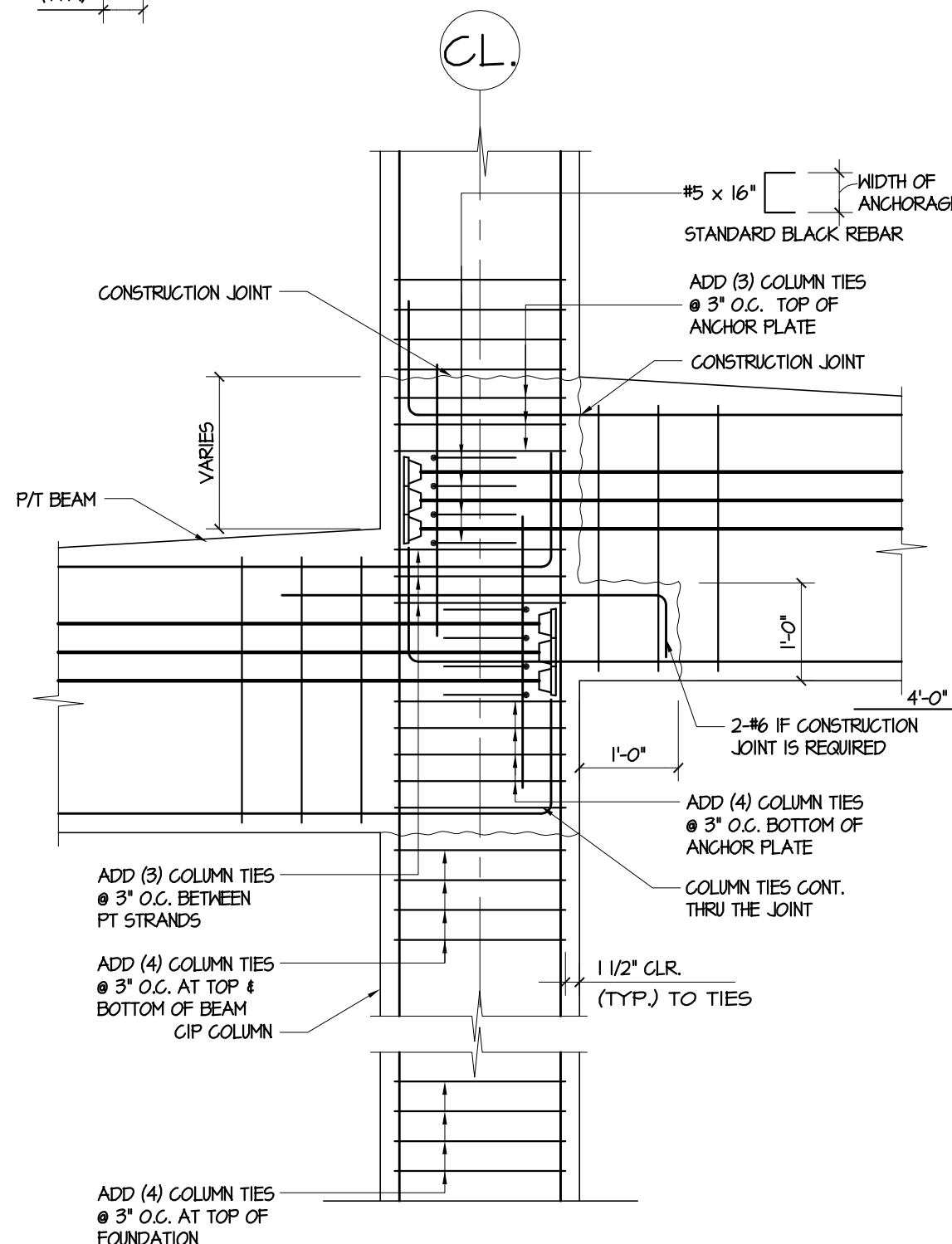
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PARKING STRUCTURE
BEAM SCHEDULE AND DETAILS

A
B
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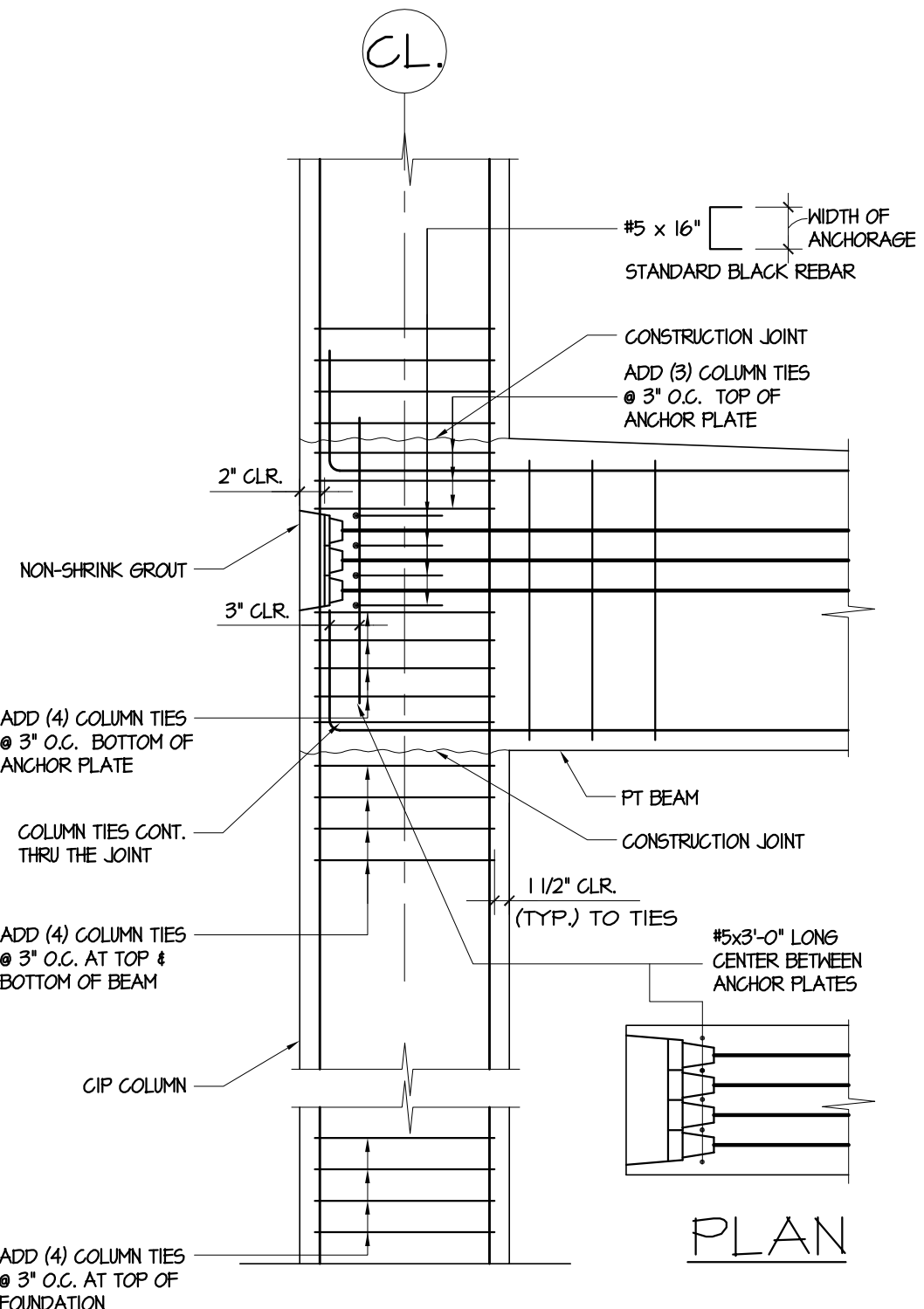
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SIZE	24"x30"	24"x30"	24"x30"	24"x30"	36"x34"	36"x36"	32"x34"	30"x34"	30"x34"	34"x34"	32"x34"	32"x34"	34"x34"	36"x36"	30"x34"	24"x30"	24"x30"
TYPE	H	J	B	B	A	E	D	C	C	K	F	D	E	E	C	B	B
ROOF	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 11-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"
LEVEL 6	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 11-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"
LEVEL 5	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 11-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"
LEVEL 4	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 11-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"
LEVEL 3	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 11-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"
LEVEL 2	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 11-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"
LEVEL 1	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 11-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 24" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 14-#10 #4 TIES @ 16"	#4 TIES @ 16" 32" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 34" 34" 16-#10 #4 TIES @ 16"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 16"	#4 TIES @ 16" 30" 34" 12-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"	#4 TIES @ 16" 24" 30" 10-#10 #4 TIES @ 16"
BASEMENT LEVEL LL1	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 11-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 8" 30" 34" 12-#10 #4 TIES @ 8"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"
BASEMENT LEVEL LL2	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 11-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 8" 30" 34" 12-#10 #4 TIES @ 8"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"
BASEMENT LEVEL LL3	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 11-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 8" 30" 34" 12-#10 #4 TIES @ 8"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"
TOP OF FOUNDATION	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 11-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 8" 30" 34" 12-#10 #4 TIES @ 8"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"
DOCKELS	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 11-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 24" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 30" 34" 12-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 14-#10 #4 TIES @ 12"	#4 TIES @ 12" 32" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 34" 34" 16-#10 #4 TIES @ 12"	#4 TIES @ 12" 36" 30" 16-#10 #4 TIES @ 12"	#4 TIES @ 8" 30" 34" 12-#10 #4 TIES @ 8"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"	#4 TIES @ 12" 24" 30" 10-#10 #4 TIES @ 12"



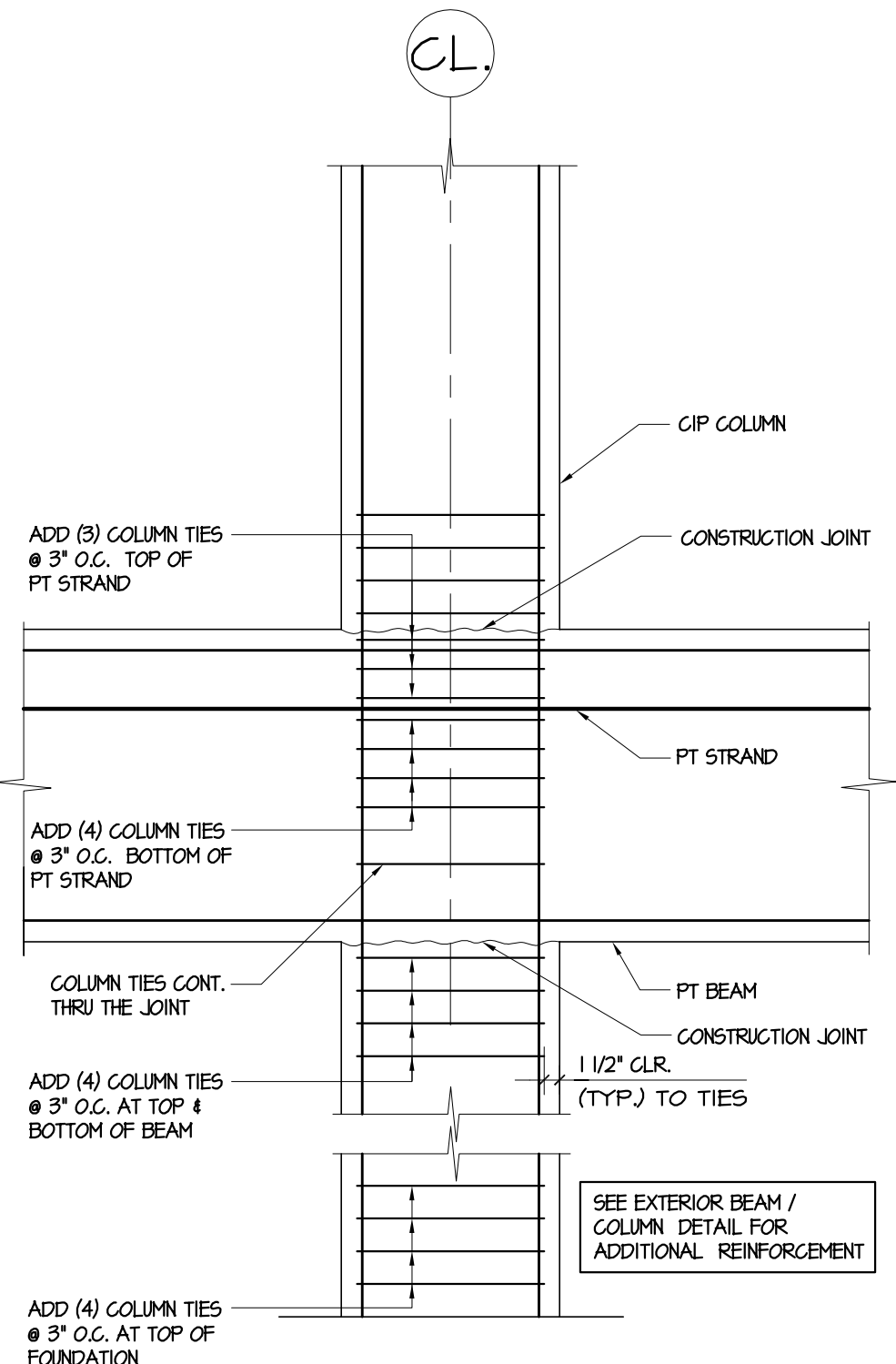
INTERIOR BEAM
AND COLUMN DETAIL 1
SCALE: NONE



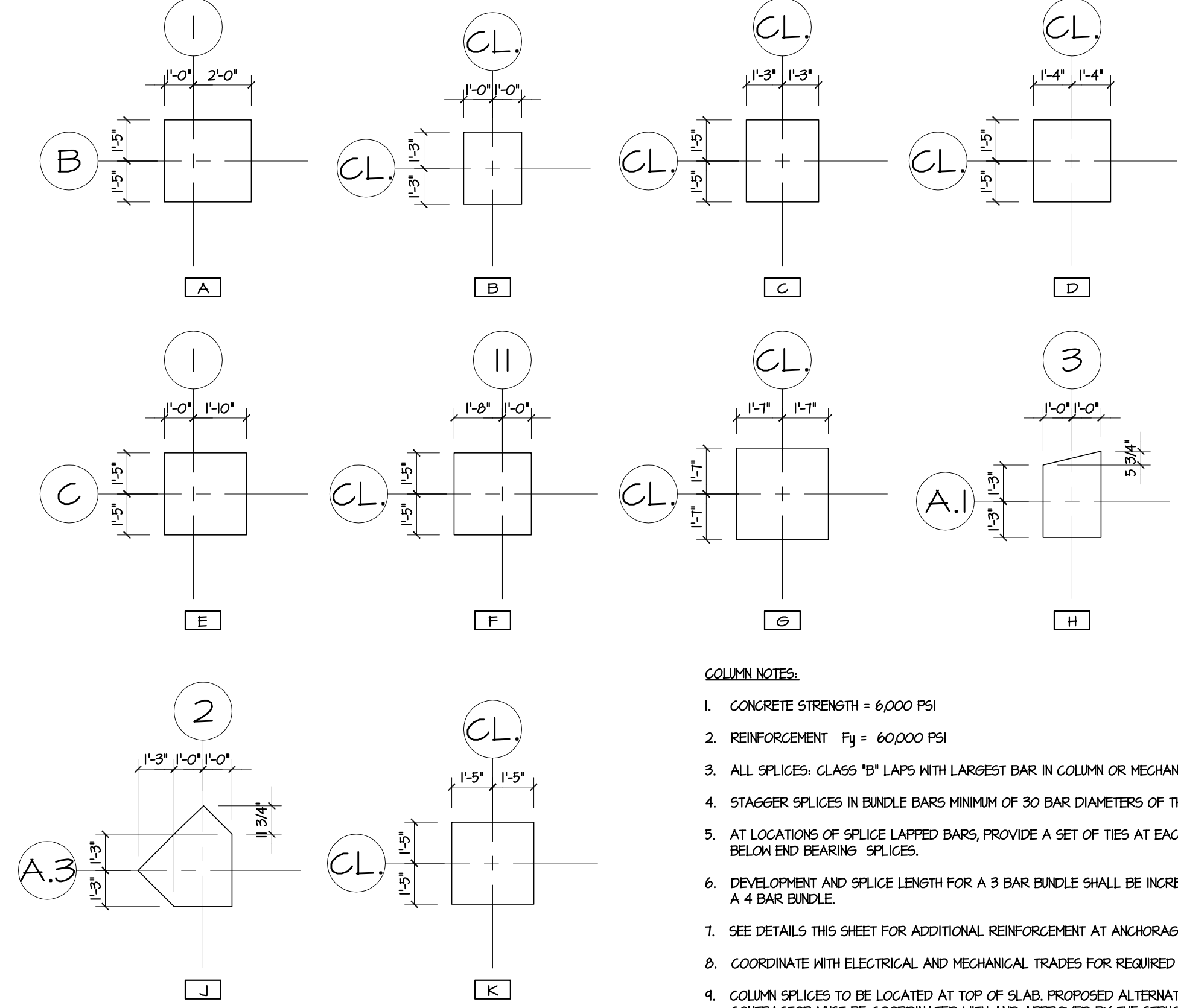
INTERIOR BEAM
AND COLUMN DETAIL 2
SCALE: NONE



EXTERIOR BEAM
AND COLUMN DETAIL 3
SCALE: NONE



INTERIOR BEAM
AND COLUMN DETAIL 4
SCALE: NONE



- COLUMN NOTES:
1. CONCRETE STRENGTH = 6000 PSI
 2. REINFORCEMENT $F_y = 60,000$ PSI
 3. ALL SPLICES: CLASS 15 LAPS WITH LARGEST BAR IN COLUMN OR MECHANICAL SPLICES DEVELOPING 125 PERCENT OF F_y
 4. STAGGER SPLICES IN BUNDLE BARS MINIMUM OF 30 BAR DIAMETERS OF THE LARGEST BAR IN THE BUNDLE
 5. AT LOCATIONS OF SPLICE LAPPED BARS, PROVIDE A SET OF TIES AT EACH END OF LAPPED SPLICES AND ABOVE AND BELOW END BEARING SPLICES
 6. DEVELOPMENT AND SPLICE LENGTH FOR A 3 BAR BUNDLE SHALL BE INCREASED BY 20 PERCENT AND 35 PERCENT FOR A 4 BAR BUNDLE
 7. SEE DETAILS THIS SHEET FOR ADDITIONAL REINFORCEMENT AT ANCHORAGES AND BEAM - COLUMN INTERSECTIONS
 8. COORDINATE WITH ELECTRICAL AND MECHANICAL TRADES FOR REQUIRED EMBEDS, CONDUITS, ANCHOR BOLTS, ETC.
 9. COLUMN SPLICES TO BE LOCATED AT TOP OF SLAB, PROPOSED ALTERNATE SPLICE LOCATIONS BY THE GENERAL CONTRACTOR MUST BE COORDINATED WITH AND APPROVED BY THE STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION



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COLUMN SCHEDULE AND DETAILS



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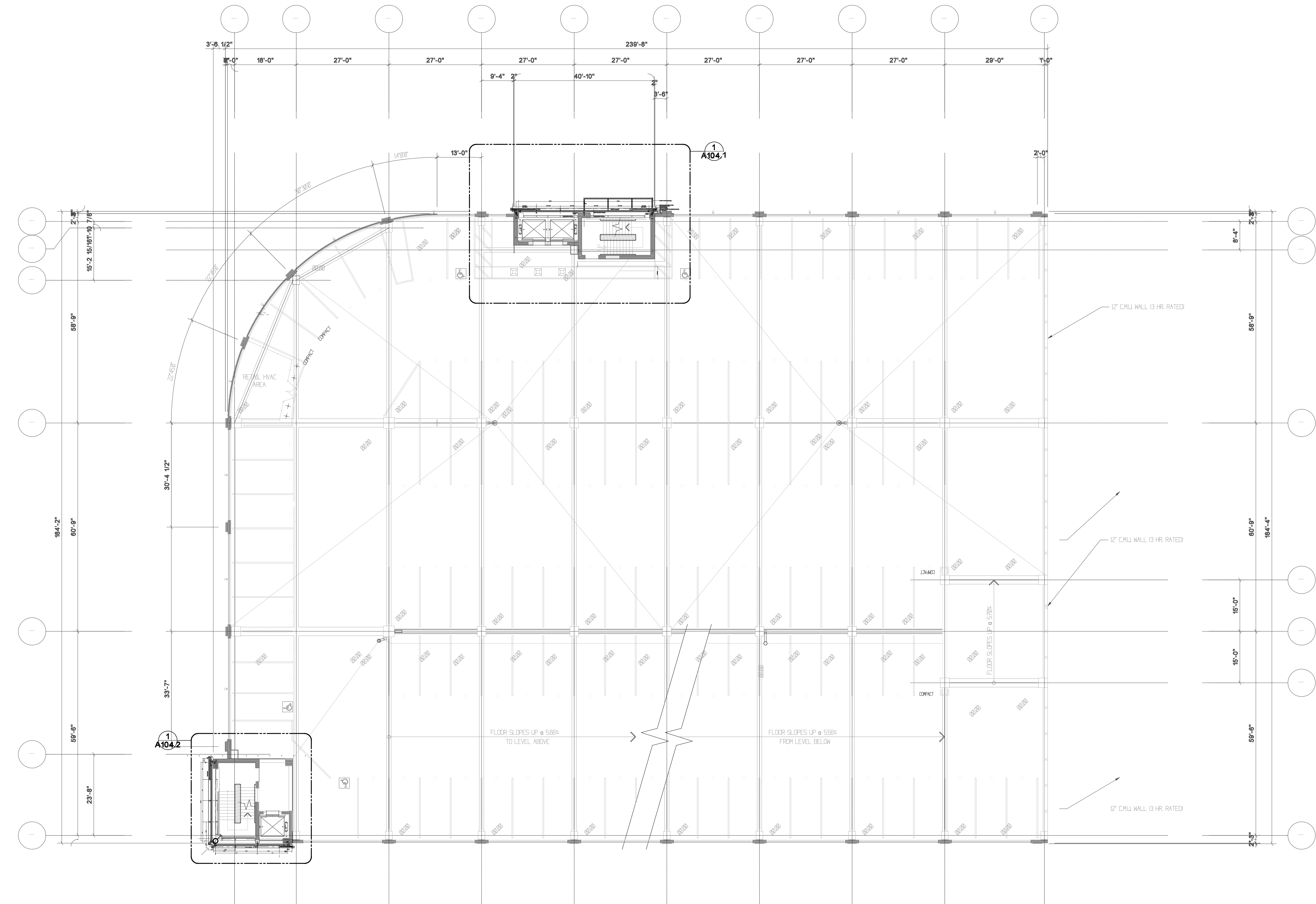
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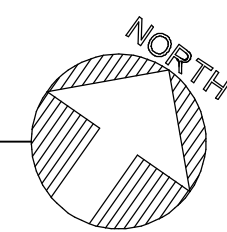
**PARKING STRUCTURE FLOOR
PLAN
LEVEL 1**



A
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2nd LEVEL PLAN
SCALE: -



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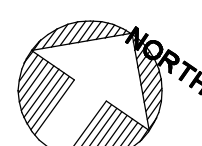
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PLAN
LEVEL 2



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PARKING STRUCTURE FLOOR
PLAN - NORTH STAIR/ELEV CORE
LEVEL 1

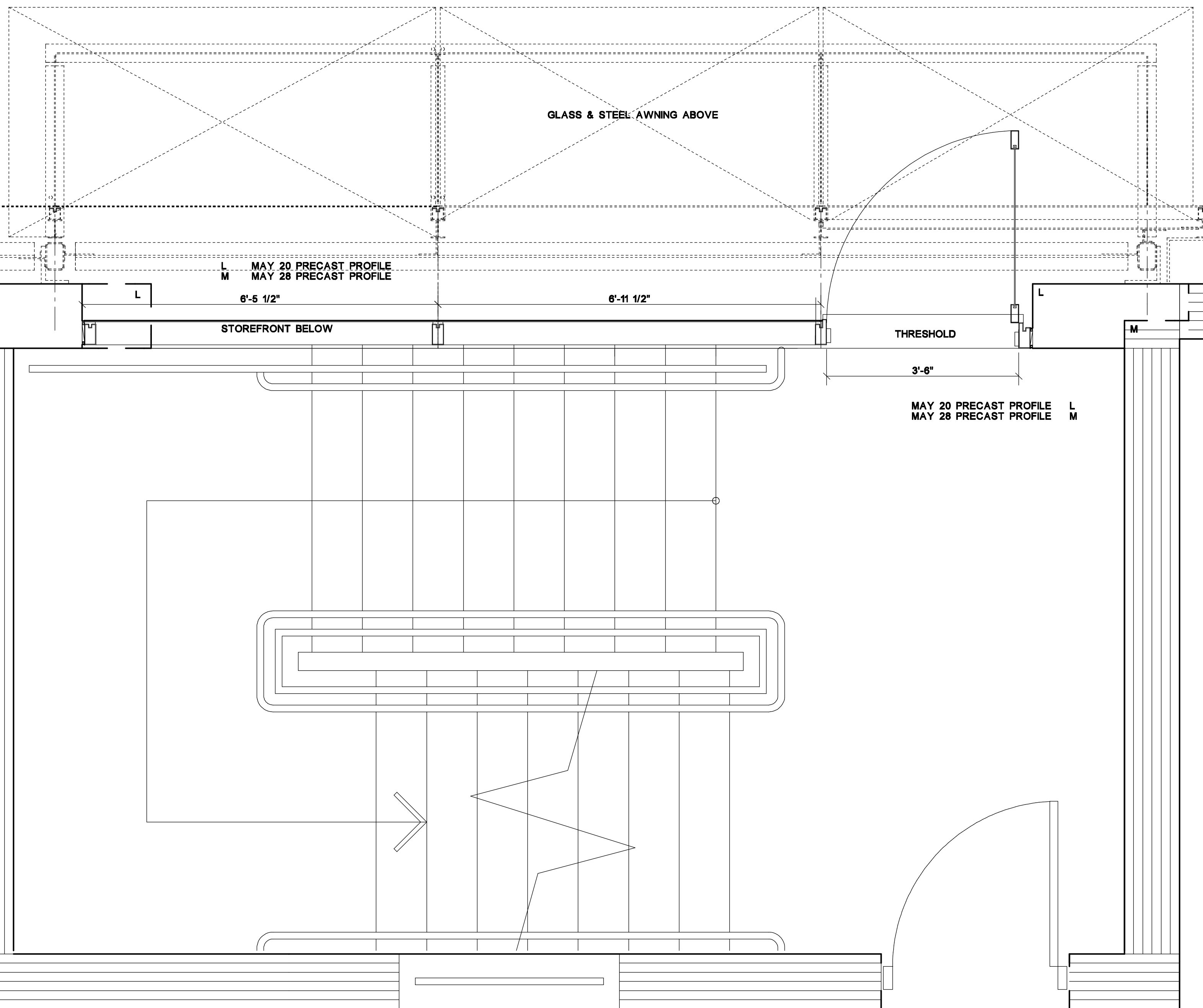
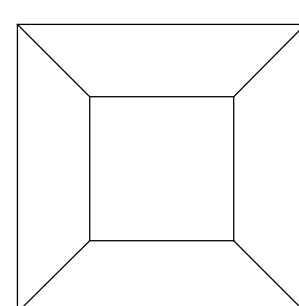
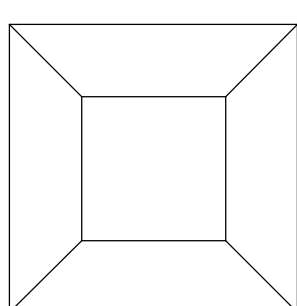
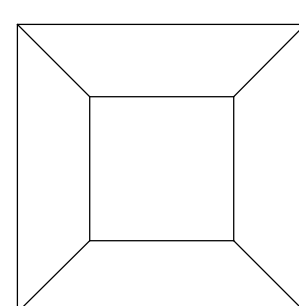
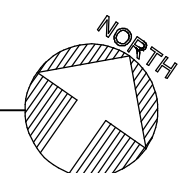


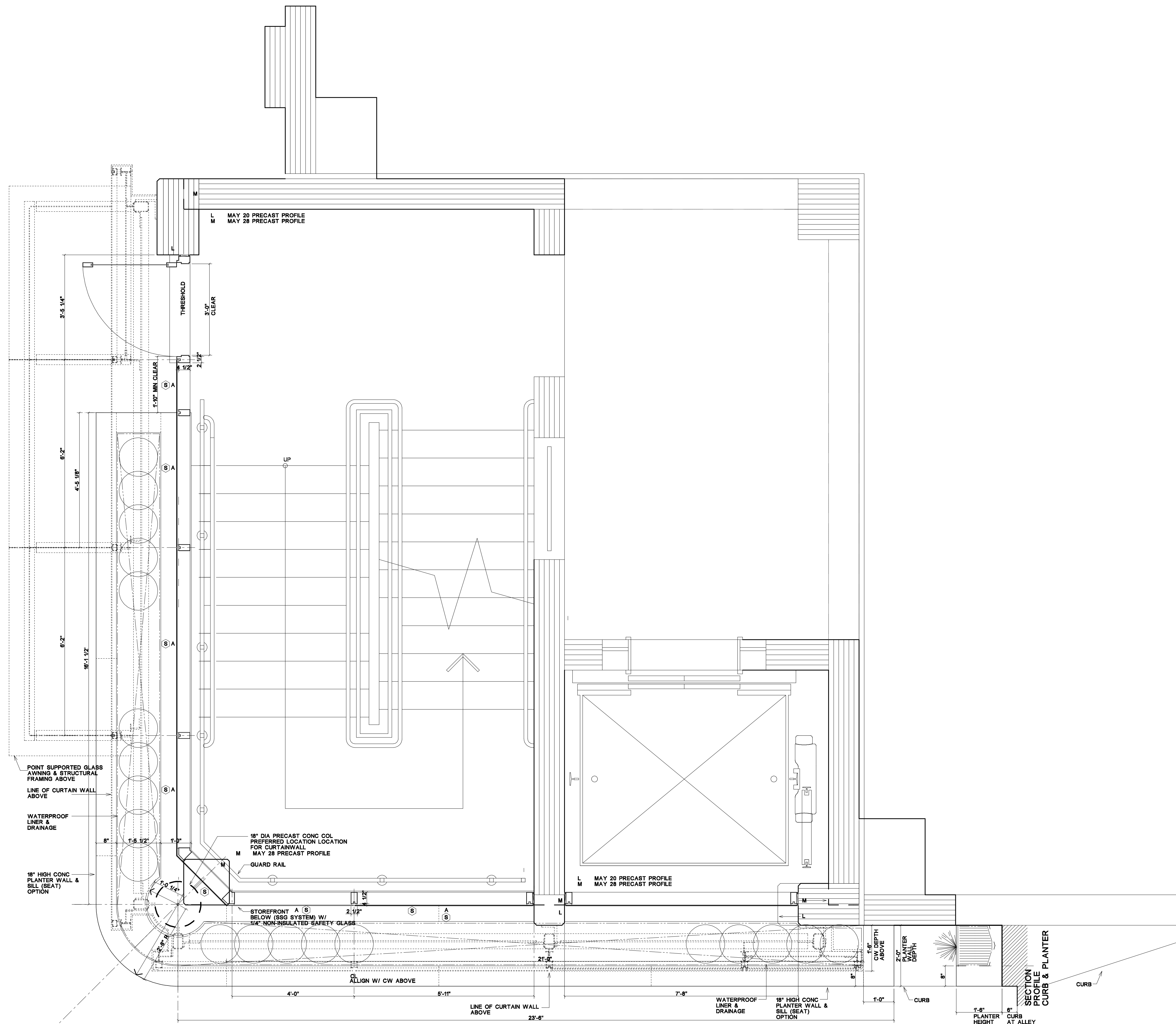
KEY

- A 1/4" HEAT STRENGTHENED SINGLE GLAZED GLASS
- AA 1" INSULATED DOUBLE GLAZED UNIT - HEAT STRENGTHENED
- B 1/2" X 1" EXTR ALUM (SATIN) VERTICAL (SOLID)
- C ALUM CW FRAME (2 1/2" X 2 1/2")
- D STEEL W4X8 SECTION
- E ACM PANEL CLOSURE (ALUCOBOND OR SIMILAR)
- F STL HSS (TUBE) (4X6)
- G STL BEAM (W12 X 14)
- H STL ANCHOR / WELD / ATTACHMENT PLATES
- K FIRE SAFING & CLOSURE
- L MAY 20 PRECAST PROFILE
- M MAY 28 PRECAST PROFILE

L1 PLAN DETAIL

NORTH STAIR | ELEVATOR CORE
SCALE 3/4"





L1 PLAN DETAIL
WEST STAIR | ELEVATOR CORE
SCALE 3/4"

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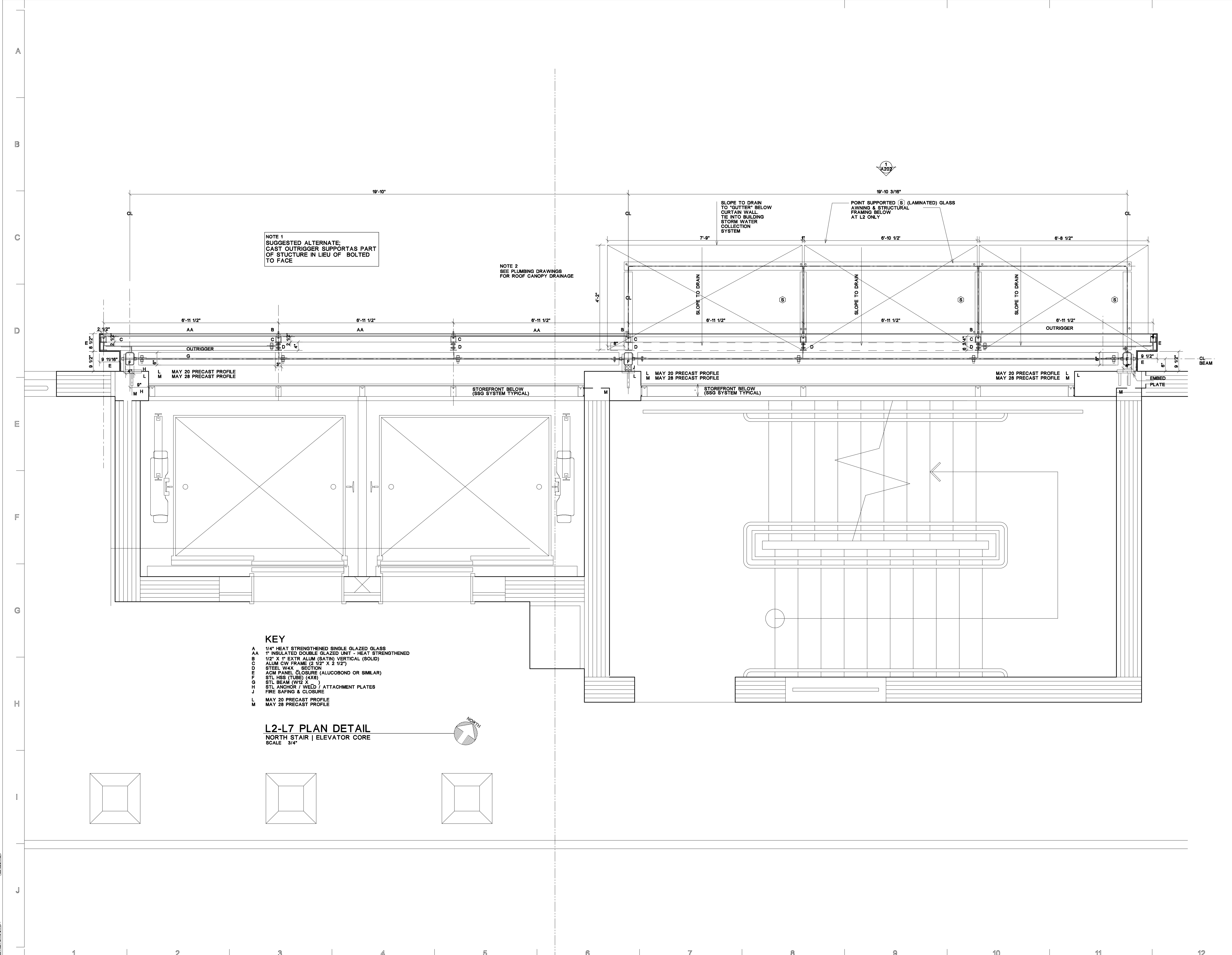
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PARKING STRUCTURE FLOOR
PLAN - WEST STAIR/ELEV COR
LEVEL 1



NOTE 1
SUGGESTED ALTERNATE:
CAST OUTRIGGER SUPPORT AS PART
OF STRUCTURE IN LIEU OF BOLTED
TO FACE

NOTE 2
SEE PLUMBING DRAWINGS
FOR ROOF CANOPY DRAINAGE

KEY

- A 1/4" HEAT STRENGTHENED SINGLE GLAZED GLASS
- AA 1" INSULATED DOUBLE GLAZED UNIT - HEAT STRENGTHENED
- B 1/2" X 1" EXTR ALUM (SATIN) VERTICAL (SOLID)
- C ALUM CW FRAME (2 1/2" X 2 1/2")
- D STEEL WAX SECTION
- E ACM PANEL CLOSURE (ALUCOBOND OR SIMILAR)
- F STL HSS (TUBE) (4X6)
- G STL BEAM (W12 X)
- H STL ANCHOR / WELD / ATTACHMENT PLATES
- J FIRE SAFING & CLOSURE
- L MAY 20 PRECAST PROFILE
- M MAY 28 PRECAST PROFILE

L2-L7 PLAN DETAIL
NORTH STAIR | ELEVATOR CORE
SCALE 3/4"

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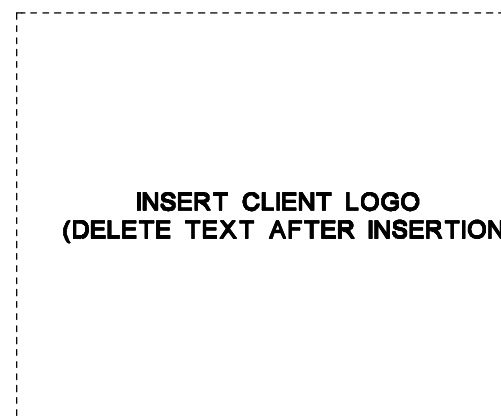
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PARKING STRUCTURE FLOOR
PLAN - NORTH STAIR/ELEV CORE
LEVEL 2-7



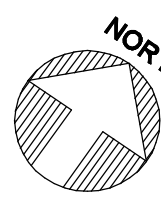
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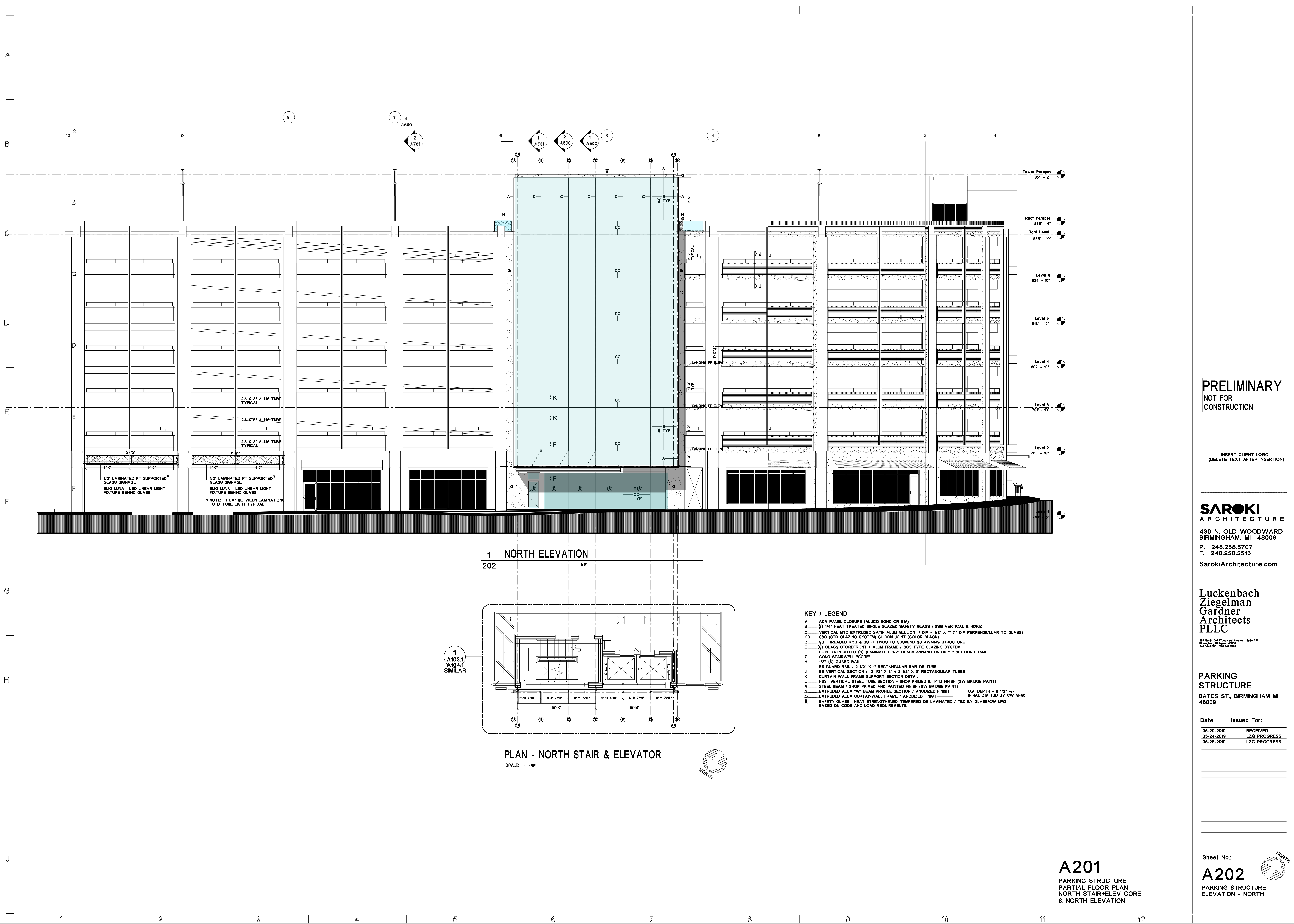
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**PARKING STRUCTURE FLOOR
PLAN - WEST STAIR/ELEV
LEVEL 2-7**





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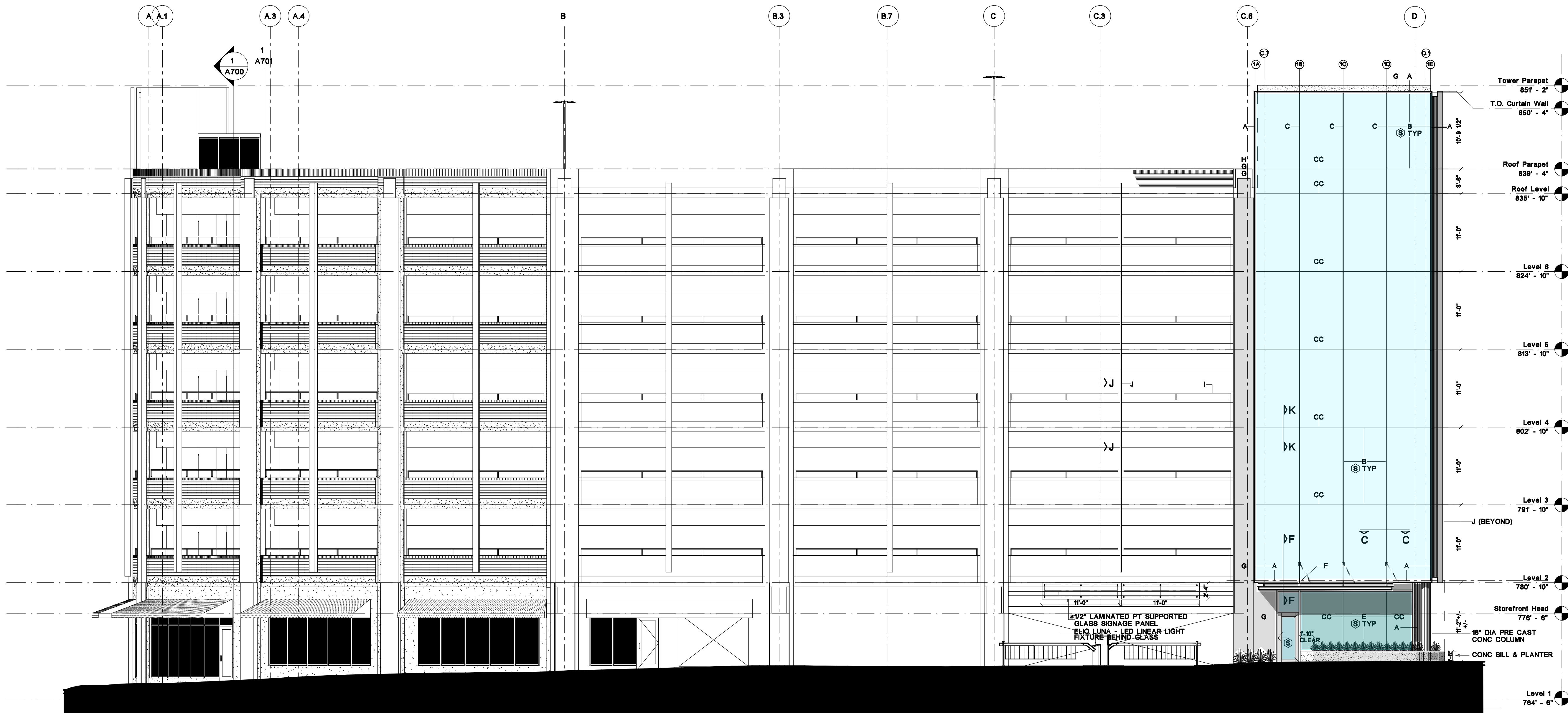
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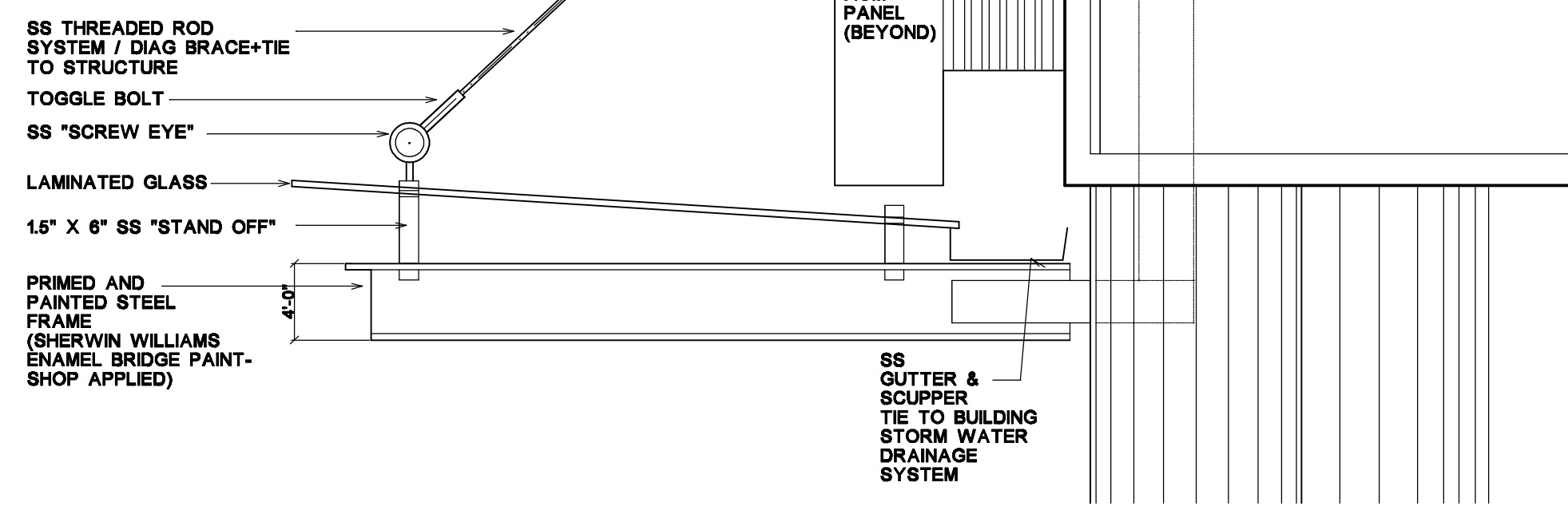
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A202
PARKING STRUCTURE
ELEVATION - NORTH

A
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* NOTE: "FILM" BETWEEN LAMINATIONS
TO DIFFUSE LIGHT TYPICAL

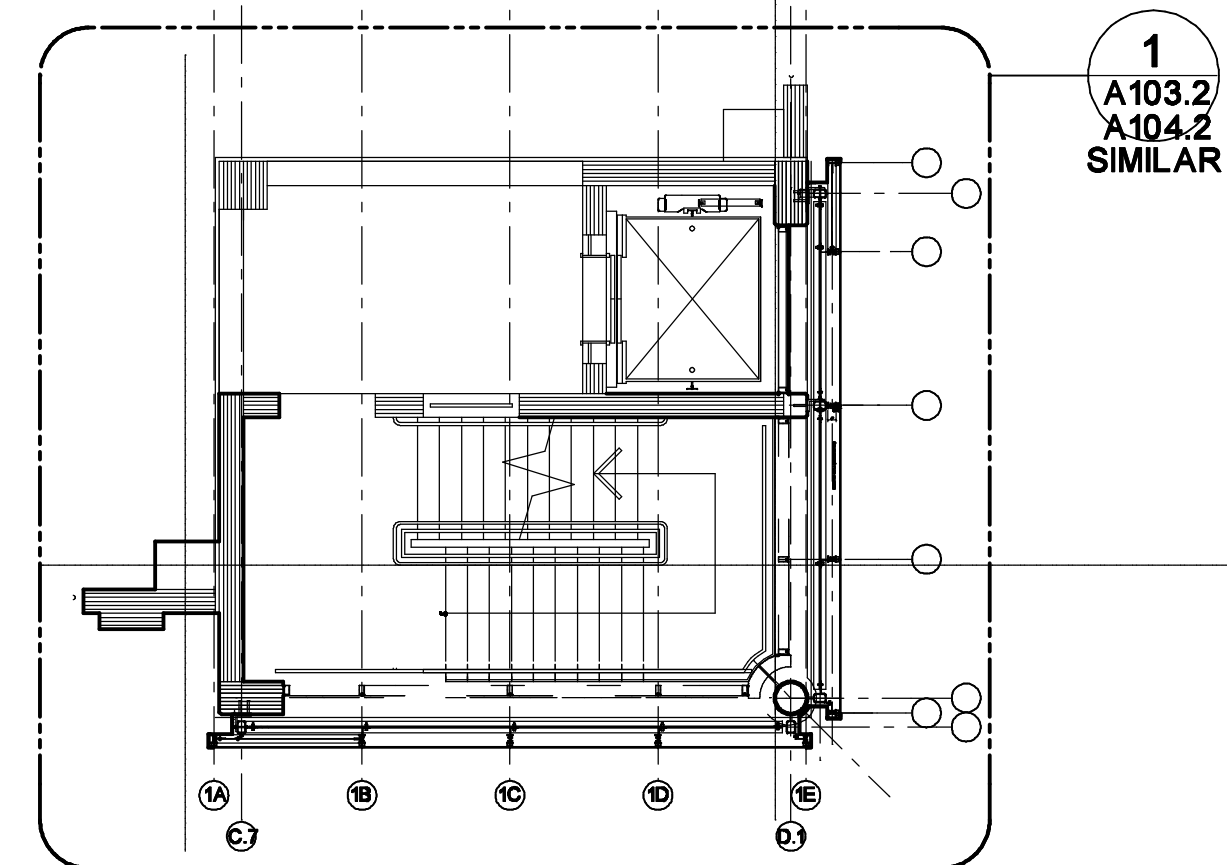
1 WEST ELEVATION
201



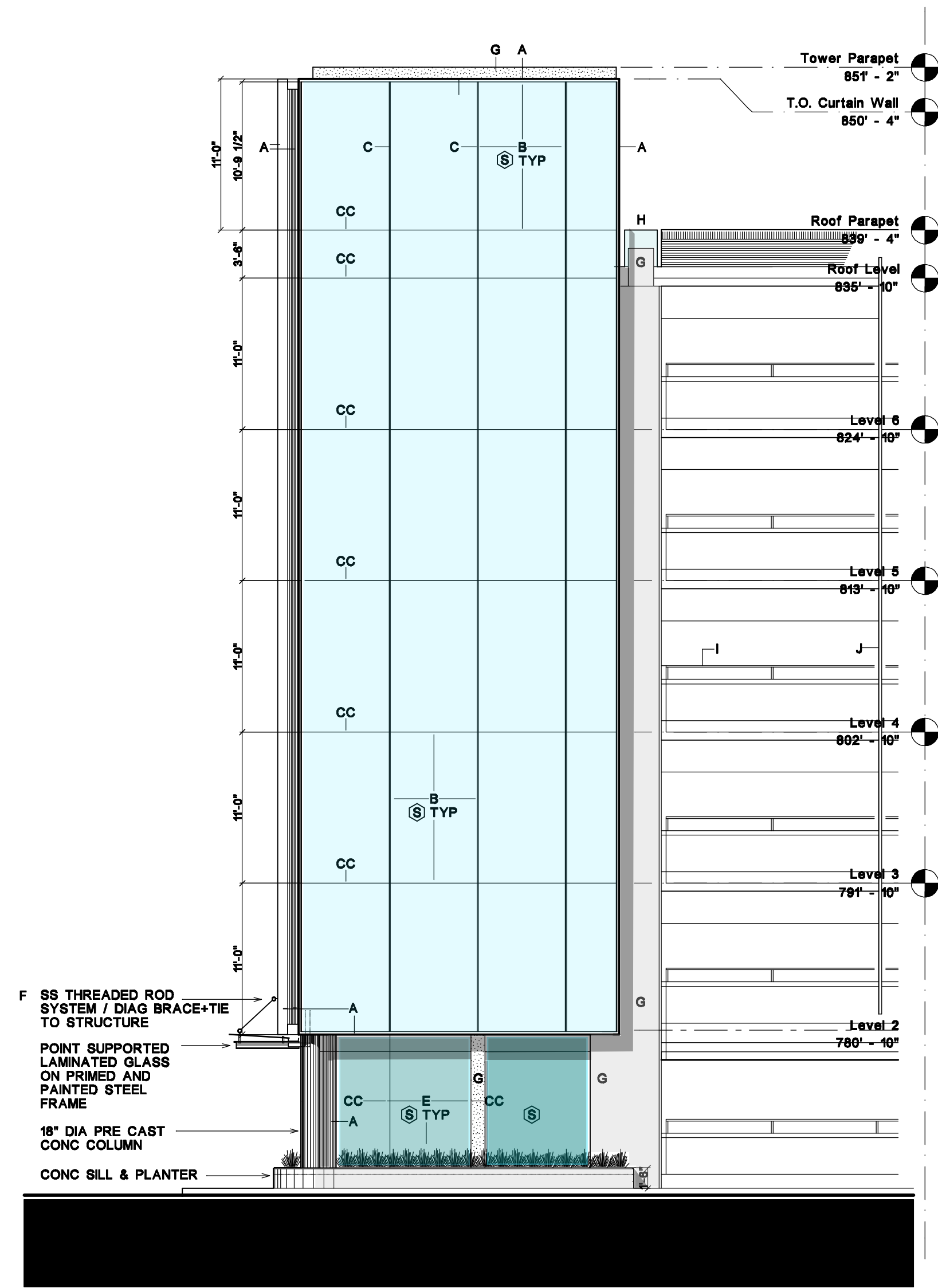
SECTION DETAIL F-F
AWING
SCALE: - 1"

KEY / LEGEND

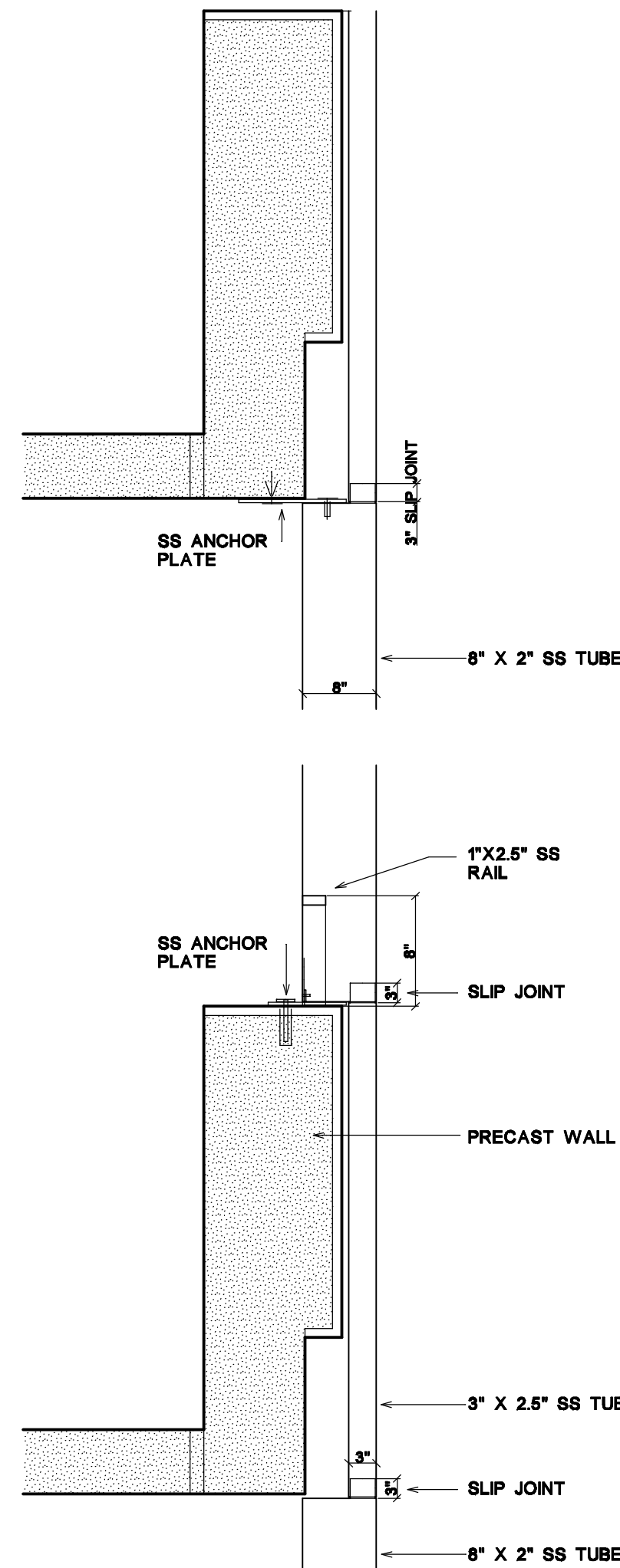
- A. ACM PANEL CLOSURE (ALUCO BOND OR SIM)
- B. 1/4" HEAT TREATED SINGLE GLAZED SAFETY GLASS / SSG VERTICAL & HORIZ
- C. VERTICAL MTD EXTRUDED SATIN ALUM MULLION / DIM = 1/2" X 1" (1" DIM PERPENDICULAR TO GLASS)
- CC. SSG (STR GLAZING SYSTEM) SILICON JOINT (COLOR BLACK)
- D. SS THREADED ROD & SS FITTINGS TO SUSPEND SS AWNING STRUCTURE
- E. GLASS STOREFRONT + ALUM FRAME / SSG TYPE GLAZING SYSTEM
- F. POINT SUPPORTED (S) (LAMINATED) 1/2" GLASS AWNING ON SS "T" SECTION FRAME
- G. CONC STAIRWELL "CORE"
- H. 1/2" (S) GUARD RAIL
- I. SS GUARD RAIL / 2 1/2" X 1" RECTANGULAR BAR OR TUBE
- J. SS VERTICAL SECTION / 2 1/2" X 3" + 2 1/2" X 3" RECTANGULAR TUBES
- K. CURTAIN WALL FRAME SUPPORT SECTION DETAIL
- L. HSS VERTICAL STEEL TUBE SECTION - SHOP PRIMED & PTD FINISH (SW BRIDGE PAINT)
- M. STEEL BEAM / SHOP PRIMED AND PAINTED FINISH (SW BRIDGE PAINT)
- N. EXTRUDED ALUM "W" BEAM PROFILE SECTION / ANODIZED FINISH O.A. DEPTH = 6 1/2" +/- (FINAL DIM TBD BY CW MFG)
- O. EXTRUDED ALUM CURTAINWALL FRAME / ANODIZED FINISH
- S. SAFETY GLASS: HEAT STRENGTHENED, TEMPERED OR LAMINATED / TBD BY GLASS/CW MFG BASED ON CODE AND LOAD REQUIREMENTS



PLAN - WEST STAIR & ELEVATOR
SCALE: - 1/8"



1 WEST ELEVATION
203



SECTION DETAIL J-J
SS WALL FIN
SCALE: 3/4"

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A203

PARKING STRUCTURE
ELEVATION - WEST
ELEVATION - SOUTH

ABBREVIATIONS

ACCU	AIR CONDITIONING CONDENSING UNIT	F	FAHRENHEIT
AAV	AIR ADMITTANCE VALVE	FCO	FLOOR CLEANOUT
AD	ACCESS DOOR	FD	FLOOR DRAIN
AFF	ABOVE FINISHED FLOOR	FEC	FIRE EXTINGUISHER CABINET
AHU	AIR HANDLING UNIT	FGCO	FINISHED GRADE CLEANOUT
AP	ACCESS PANEL	FFA	FROM FLOOR ABOVE
ASR	AUTOMATIC SPRINKLER RISER	FFB	FROM FLOOR BELOW
		FLR	FLOOR
BTU	BRITISH THERMAL UNIT	FFM	FEET PER MINUTE
		FR	FIRE RISER
		FIS	FLOW SWITCH
		FT	FEET
CC	COOLING COIL	GPM	GALLONS PER MINUTE
CF	CENTRIFUGAL FAN		
CFM	CUBIC FEET PER MINUTE		
CHWS	CHILLED WATER SUPPLY		
CHWR	CHILLED WATER RETURN		
CI	CAST IRON		
CO	CLEANOUT	HB	HOSE BIBB
COND	CONDENSATE	HO	HUB OUTLET
CONT.	CONTINUATION	HP	HORSEPOWER
CUH	CABINET UNIT HEATER	HW	HOT WATER (POTABLE)
CW	COLD WATER		
DB	DRY BULB TEMPERATURE, °F	IN	INCHES
dB	DECIBELS	INL	INLET
DDC	DIRECT DIGITAL CONTROL	INV	INVERT
DET	DETAIL		
DIA	DIAMETER	LAT	LEAVING AIR TEMPERATURE
DN	DOWN	LAV	LAVATORY
DS	DOWNSPOUT	LBS/HR	POUNDS PER HOUR
DWG.	DRAWING	LWT	LEAVING WATER TEMPERATURE
EA	EXHAUST AIR	MAX.	MAXIMUM
ECUH	ELECTRIC CABINET UNIT HEATER	MBH	1000 BTU/HR
EF	EXHAUST FAN	MECH	MECHANICAL
ELEV.	ELEVATION	MIN.	MINIMUM
ESP	EXTERNAL STATIC PRESSURE	MISC	MISCELLANEOUS
EUH	ELECTRIC UNIT HEATER		
EW	ELECTRIC WATER COOLER	NC	NORMALLY CLOSED
EX	EXISTING	NFHW	NON-FREEZE WALL HYDRANT
EXH	EXHAUST	NIC	NOT IN CONTRACT
EXIST	EXISTING	NO	NORMALLY OPEN
		NOM.	NOMINAL
		OA	OUTSIDE AIR
		OF	OVERFLOW
		P	PUMP
		PD	PRESSURE DROP (FEET OF WATER)
		PSI	POUNDS PER SQUARE INCH
		PRV	PRESSURE REDUCING VALVE

GENERAL HVAC NOTES:
THE FOLLOWING NOTES APPLY TO ALL HVAC DRAWINGS, EXCEPT WHERE OTHERWISE INDICATED.

- WHEREVER VOLUME DAMPERS OCCUR ABOVE CEILINGS WITHOUT REMOVABLE TILE AND AN ACCESS PANEL IS NOT FURNISHED, PROVIDE AN EXPOSED DAMPER REGULATOR TO ALLOW DAMPER ADJUSTMENT FROM BELOW CEILING. UNIT TO BE EQUAL TO VENTLOCK NO. 666 IN 1/2"x5/8" SIZE.
- ALL DIMENSIONS SHOWN FOR DUCTWORK ARE NET INSIDE DIMENSIONS.
- DIFFUSER AND REGISTER LOCATIONS SHALL BE COORDINATED WITH ARCHITECTURAL REFLECTED CEILING PLAN.
- THOUGH SOME OFFSETS & TRANSITIONS ARE SHOWN IN PIPING AND SHEET METAL TO HELP INDICATE THE PHYSICAL RELATIONSHIP BETWEEN THEM, IT IS NOT THE INTENT OF THE DRAWINGS TO SHOW ALL PIPING AND SHEET METAL OFFSET & TRANSITIONS REQUIRED. THE CONTRACTOR SHALL FULLY COORDINATE THE MECHANICAL WORK WITHIN ITSELF AND WITH THE WORK OF ALL TRADES TO PROVIDE COMPLETE AND OPERABLE SYSTEMS WITHOUT INTERFERENCES.
- DUCT PRESSURE CONSTRUCTION CLASSIFICATION SHALL BE AS SPECIFIED.
- ALL ROUND RUNOUTS AND DROPS TO DIFFUSERS SHALL BE SAME NOMINAL SIZE AS INDICATED ON THE DRAWINGS.
- ALL PIPING AND DUCTS IN FINISHED ROOMS OR SPACES SHALL BE CONCEALED IN FURRED CHASE OR SUSPENDED CEILING.
- ACCESS PANELS AND DOORS ARE REQUIRED THROUGH BUILDING CONSTRUCTION ASSEMBLIES SUCH AS WALLS, CEILING, PARTITIONS AND FLOORS TO SERVICE AND MAINTAIN DAMPERS, CONTROL MOTORS, REGULATORS, VALVES, FLEXIBLE DUCT CONNECTIONS AND OTHER ITEMS OR DEVICES INCORPORATED IN MECHANICAL WORK. SUCH PANELS AND DOORS SHALL BE PROVIDED AND INSTALLED UNDER THE ARCHITECTURAL SPECIFICATIONS. MECHANICAL CONTRACTOR SHALL COORDINATE LOCATION OF ACCESS DOORS AND PANELS AND VERIFY THE EXACT QUANTITY, SIZE, FIRE-RATING AND LOCATION AFTER THE SYSTEMS AND EQUIPMENT REQUIRING ACCESS HAVE BEEN INSTALLED AND PRIOR TO THE CLOSURE OF THE AFFECTED CEILING AND BUILDING ASSEMBLIES. MINIMUM ACCESS PANEL AND DOOR SIZE SHALL BE 24 INCHES BY 18 INCHES UNLESS OTHERWISE NOTED.
- ALL EXHAUST GRILLES SHALL BE HARD DUCT CONNECTION.
- ALL DUCTWORK PENETRATIONS FIRE-RATED WALLS AND FLOORS SHALL BE PROVIDED WITH 1 HOUR RATED FIRE DAMPERS AND ACCESS DOOR.

PLUMBING GENERAL NOTES:

- FOR PIPE SIZES TO INDIVIDUAL PLUMBING FIXTURES AND VARIOUS PIECES OF EQUIPMENT REFER TO SPECIFICATIONS.
- IN ALL SANITARY DRAINAGE PIPING THE CONTRACTOR SHALL FURNISH AND INSTALL CLEANOUTS (IN ADDITION TO THE CLEANOUTS INDICATED ON DRAWINGS AS REQUIRED BY THE GOVERNING PLUMBING CODE).
- REFER TO HVAC GENERAL NOTE-4
- FOR ADDITION NOTES COMMON TO PLUMBING REFER TO HVAC NOTES.

PLUMBING, PIPING & FIRE

	DEMOLITION WORK		BALANCING VALVE
	EXISTING WORK		TWO-WAY MODULATING CONTROL VALVE
	NEW WORK		THREE-WAY MODULATING CONTROL VALVE
	ISOLATION VALVE		MANUAL AIR VENT
	CHECK VALVE		TEST PLUG (PRESSURE/TEMPERATURE)
	WATER FLOW SWITCH		NEW CONNECTION
	VALVE IN RISER		SANITARY LINE ABOVE GRADE
	STRAINER		SANITARY LINE UNDERGROUND
	PIPE ANCHOR		VENT PIPE
	EXPANSION JOINT - SLIDING		COLD WATER PIPING
	ALIGNMENT GUIDE		HOT WATER PIPING (TEMPERATURE)
	UNION		HOT WATER RETURN PIPING
	SPRINKLER HEAD (NEW)		MAIN FIRE SPRINKLER
	SPRINKLER HEAD (EXISTING)		2 PSI GAS PIPING
	CLEANOUT		STORM LINE
	FLOOR CLEANOUT		HEATING HOT WATER SUPPLY
	CLEANOUT WALL		HEATING HOT WATER RETURN
	FINISHED GRADE CLEANOUT		
	FLOOR DRAIN (FD)		
	REDUCER - CONCENTRIC		
	PRESSURE GAUGE WITH COCK		
	THERMOMETER		
	CAP OR PLUG		
	VACUUM		
	ELBOW - TURNED DOWN		
	ELBOW - TURNED UP		
	TEE OUTLET - DOWN		
	TEE OUTLET - UP		
	DIRECTION OF FLOW		
	REDUCED PRESSURE BACKFLOW PREVENTOR		
	PRESSURE REDUCING VALVE		
	RELIEF VALVE		

HVAC LEGEND & SYMBOLS

	INDICATES RECTANGULAR DUCT WITH DUCT SIZE 18 INCHES WIDE (IN PLANE OF DRAWING) AND 6 INCHES DEEP. SIZE PERTAINS TO THE ENTIRE RUN OF DUCT UNLESS OTHERWISE NOTED.		INDICATES FLAT OVAL DUCT WITH DUCT SIZE 22 INCHES WIDE (IN PLANE OF DRAWING) AND 14 INCHES DEEP. SIZE PERTAINS TO THE ENTIRE RUN OF DUCT UNLESS OTHERWISE NOTED.
	INDICATES ROUND DUCT WITH DUCT SIZE OF 6 INCHES IN DIAMETER. SIZE PERTAINS TO THE ENTIRE RUN OF DUCT (FROM DUCT ORIGIN AT TAP TO END OF DUCT) UNLESS OTHERWISE NOTED.		VANE TURN ELBOW & AIR SPLIT TYPE DUCT TAKE-OFF
	INCLINED RISE IN RESPECT TO AIR FLOW		INCLINED DROP IN RESPECT TO AIR FLOW
	VANED ELBOW (PROVIDE ALL SQUARE OR RECTANGULAR ELBOWS WITH VANES)		VANED ELBOW (SHORT RADIUS)
	INDICATES FLEXIBLE DUCT (RUNOUT) OF SIZE AS SCHEDULED OR SHOWN. LENGTH SHALL NOT EXCEED 5 FT.		DUCT TURNING UP
	DUCT TURNING DOWN		VOLUME CONTROL DAMPER (MANUAL)
	VERTICAL FIRE DAMPER		FLEXIBLE CONNECTION OR FLEXIBLE DUCT CONNECTOR
	HORIZONTAL FIRE DAMPER		MOTORIZED DAMPER
	POINT OF NEW CONNECTION		
	DUCT SMOKE DETECTOR		
	COMBINATION FIRE/SMOKE DAMPER		
	CARBON MONOXIDE DETECTOR		

MECHANICAL DRAWING INDEX	
SHEET	DESCRIPTION
M000	MECHANICAL LEGEND, SHEET INDEX, GENERAL NOTES
M001	MECHANICAL SPECIFICATIONS
M100	LOWER LEVEL LL3 PLAN - MECHANICAL
M101	LOWER LEVEL LL2 PLAN - MECHANICAL
M102	LOWER LEVEL LL1 PLAN - MECHANICAL
M103	LEVEL 1 PLAN - MECHANICAL
M104	LEVEL 2 PLAN - MECHANICAL
M105	LEVEL 3, 4 & 5 PLAN - MECHANICAL
M106	LEVEL 6 PLAN - MECHANICAL
M107	ROOF PLAN - MECHANICAL
M301	MECHANICAL SCHEDULES & DETAILS
MF100	LOWER LEVEL LL3 PLAN - FIRE PROTECTION
MF101	LOWER LEVEL LL2 PLAN - FIRE PROTECTION
MF102	LOWER LEVEL LL1 PLAN - FIRE PROTECTION
MF103	LEVEL 1 THROUGH 6 PLAN - FIRE PROTECTION



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DECK DESIGN CONCEPT	05-30-2019

Sheet No.:
M000
MECHANICAL SHEET INDEX,
LEGEND, GENERAL NOTES

A

MECHANICAL SPECIFICATION

MECHANICAL MATERIALS, METHODS AND EXECUTION WORK INCLUDED:

WORK INCLUDED:

- A. FURNISH ALL LABOR AND MATERIAL, APPLIANCES, EQUIPMENT AND SUPERVISION TO PUT IN PLACE A COMPLETE AND FUNCTIONING MECHANICAL INSTALLATION READY FOR OPERATION, AS SPECIFIED HEREIN AND AS INDICATED ON THE DRAWINGS. SYSTEMS SHALL INCLUDE BUT NOT NECESSARILY LIMITED TO THE FOLLOWING MAJOR EQUIPMENT OR OPERATIONS:
1. PLUMBING.
 2. HEATING, VENTILATING AND AIR CONDITIONING.
 3. INSULATION.
 4. TEMPERATURE CONTROLS.

DEFINITIONS:

- A. "PROVIDE": TO FURNISH AND COMPLETELY INSTALL SPECIFIED PRODUCTS AND INCIDENTALS, WHETHER SPECIFICALLY INDICATED OR NOT, NECESSARY FOR A COMPLETE, FUNCTIONAL INSTALLATION. INCLUDES ALL GENERAL AND SPECIALIZED LABOR, EQUIPMENT AND TOOLS NECESSARY TO COMPLETE THE INSTALLATION.
- B. "PIPING": A COMPLETE SYSTEM, INCLUDING PIPE, TUBING, FITTINGS, HANGERS, SUPPORTS, VALVES, AND ALL SPECIALTIES THAT COMPRISE A FULLY FUNCTIONAL PIPING SYSTEM, WHETHER SPECIFICALLY INDICATED OR NOT.

CODES, ORDINANCES, AND STANDARDS:

- A. ALL WORK SHALL CONFORM IN ALL RESPECTS TO THE REQUIREMENTS OF THE LATEST ADOPTED FEDERAL, STATE AND LOCAL CODES, ORDINANCES, AND STANDARDS HAVING JURISDICTION OVER THE WORK.
- B. WHERE CONTRACT DOCUMENT REQUIREMENTS EXCEED THE REQUIREMENTS OF THE REFERENCED CODES, ORDINANCES, AND STANDARDS, THE CONTRACT DOCUMENT REQUIREMENTS SHALL BE TAKEN AS MINIMUM.
- C. ALL EQUIPMENT CONTAINING ELECTRICAL WIRING AND/OR ELECTRICAL COMPONENTS SHALL HAVE A UNDERWRITERS LABORATORIES (UL) "PACKAGE" LABEL.
- D. ALL GAS FIRED EQUIPMENT SHALL HAVE THE AMERICAN GAS ASSOCIATION (AGA) LABEL.

PERMITS, FEES AND INSPECTIONS:

- A. SECURE ALL NECESSARY PERMITS, CONNECTION FEES, TAP FEES, LICENSES AND APPROVALS AND ARRANGE FOR ALL INSPECTIONS, INCLUDE ALL RELATED COSTS.
- B. FURNISH CERTIFICATES OF FINAL INSPECTION AND APPROVAL UPON COMPLETION OF PROJECT.

EXAMINATION OF SITE:

- A. VISIT PROJECT SITE AND BECOME FULLY COGNIZANT OF ALL EXISTING ARCHITECTURAL, MECHANICAL, ELECTRICAL, STRUCTURAL AND SITE CONDITIONS, OR EXISTING CODE VIOLATIONS WHICH MAY AFFECT THE WORK.
- B. NOTIFY ARCHITECT PRIOR TO SUBMITTING BID. IF REVISIONS TO CONTRACT DOCUMENTS ARE NECESSARY TO RECTIFY ANY OF THE AFOREMENTIONED EXISTING CONDITIONS.
- C. NO "EXTRAS" TO CONTRACT PRICE WILL BE ALLOWED AFTER RECEIVING BID IN ORDER TO RECTIFY EXISTING CONDITIONS IN ORDER TO MEET THE DESIGN INTENT OF THE CONTRACT DOCUMENTS OR SATISFY CODE REQUIREMENTS.

COORDINATION WITH OTHER TRADES:

- A. COORDINATE ALL WORK BEFORE AND DURING CONSTRUCTION WITH ALL OTHER AFFECTED TRADES.
- B. WHERE INTERFERENCES DEVELOP, NOTIFY ARCHITECT FOR RESOLUTION OF CONFLICT.
- C. RELOCATION OF CONFLICTING INSTALLED WORK, DUE TO LACK OF COORDINATION, OR POOR COORDINATION WILL NOT BE CONSIDERED EXTRA WORK.

APPROVED MANUFACTURERS:

- A. USE ONLY MATERIALS SPECIFICALLY INDICATED IN CONTRACT DOCUMENTS, OR COMPARABLE MATERIALS BY OTHER LISTED ACCEPTABLE MANUFACTURERS. NOTE THAT "ACCEPTABLE MANUFACTURER" DOES NOT CONSTITUTE AUTOMATIC APPROVAL OF SPECIFIC MATERIALS BY ONE OR ALL OF THE LISTED ACCEPTABLE MANUFACTURERS. ARCHITECT AND/OR ENGINEER OF RECORD RESERVES THE RIGHT OF FINAL DETERMINATION OF ACCEPTABILITY OF EACH ITEM.

SHOP DRAWINGS:

- A. SUBMIT COMPLETE SHOP DRAWINGS FOR ALL MATERIALS AND EQUIPMENT INTENDED FOR USE ON THIS PROJECT.
- B. SHOP DRAWINGS SHALL CLEARLY INDICATE ALL PHYSICAL, PERFORMANCE AND ELECTRICAL CHARACTERISTICS FOR ALL MATERIALS AND EQUIPMENT.
- C. SUBMIT ELECTRONIC COPY OF ALL SHOP DRAWINGS FOR REVIEW.
- D. NO WORK IS TO BE INSTALLED PRIOR TO RETURN OF ARCHITECT REVIEWED SHOP DRAWINGS.

OPERATION AND MAINTENANCE MANUALS:

- A. UPON COMPLETION OF PROJECT, SUBMIT TWO (2) COMPLETE BOUND SETS OF OPERATING AND MAINTENANCE MANUALS FOR ALL EQUIPMENT AND SYSTEMS INSTALLED IN THIS PROJECT.
- B. MANUALS SHALL INCLUDE GUARANTEES(S), COMPLETE OPERATING INSTRUCTIONS, REPAIR PARTS LIST, PREVENTATIVE MAINTENANCE SCHEDULE, BELT AND FILTER SCHEDULE, AND LIST OF ALL SUBCONTRACTORS ASSOCIATED WITH THE WORK, INCLUDING TELEPHONE NUMBER AND CONTACT PERSON.

OPERATING AND MAINTENANCE INSTRUCTIONS:

- A. PRIOR TO FINAL ACCEPTANCE BY OWNER, PROVIDE ALL PERSONNEL, EQUIPMENT, AND LABOR AS NECESSARY TO INSTRUCT OWNER'S PERSONNEL IN PROPER OPERATION AND MAINTENANCE OF THE SYSTEMS AND EQUIPMENT INSTALLED IN THIS PROJECT. PROVIDE INSTRUCTIONAL SESSION DURING TIME PERIOD AGREED TO WITH OWNER.

CUTTING AND PATCHING:

- A. ALL CUTTING AND PATCHING SHALL BE PROVIDED BY THE GENERAL TRADES UNDER THE DIRECTION OF THE MECHANICAL TRADES. COST WILL BE PAID BY THE MECHANICAL TRADE REQUESTING THE WORK.
- B. RESTORED SURFACES SHALL BE OF SAME MATERIALS AND QUALITY AS ADJACENT SURFACES, AND SHALL MATCH SURROUNDING SURFACES, AND/OR BE RESTORED TO PRE-CONSTRUCTION CONDITION.

PROTECTION OF EXISTING SERVICES:

- A. PROTECT FROM ALL DAMAGE, EXISTING SERVICES (I.E., GAS, WATER, ELECTRICAL, ETC.), ENCOUNTERED IN THE WORK, NOT SPECIFICALLY INDICATED TO BE DEMOLISHED. INCLUDE ALL RELATED COSTS.
- B. REPAIR AND/OR REPLACE EXISTING ACTIVE SERVICES INTENDED TO REMAIN IN SERVICE, BUT DAMAGED DURING THE COURSE OF CONSTRUCTION. ABSORB ALL RELATED COSTS. NO "EXTRAS" WILL BE PAID TO RESTORE EXISTING ACTIVE SERVICES DAMAGED DURING CONSTRUCTION.
- C. ARCHITECT WILL DETERMINE COURSE OF ACTION WHEN EXISTING INACTIVE SERVICES ARE DAMAGED DURING COURSE OF CONSTRUCTION. ABSORB ALL COSTS RELATIVE TO ADDITIONAL DEMOLITION, TERMINATION, RELOCATION AND/OR RESTORATION OF EXISTING, DAMAGED INACTIVE SERVICES AS DIRECTED BY ARCHITECT.

ELECTRICAL WORK:

- A. PROVIDE ALL ELECTRICAL WORK ASSOCIATED WITH, AND NECESSARY TO COMPLETE THIS PROJECT, WHICH IS NOT INCLUDED AS ELECTRICAL TRADES WORK.
- B. PROVIDE ALL ELECTRICAL WORK, AS APPLICABLE, IN ACCORDANCE WITH DIVISION 16 REQUIREMENTS.
- C. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION (WITH ELECTRICAL TRADES) OF CORRECT VOLTAGES FOR ALL MECHANICAL EQUIPMENT. IN CASE OF DISCREPANCY, NOTIFY ENGINEER IMMEDIATELY AND PRIOR TO SHOP DRAWING SUBMITTALS. FAILURE TO COMPLY WITH THIS REQUIREMENT HOLDS THE CONTRACTOR FULLY RESPONSIBLE FOR ANY SUBSEQUENT PROBLEMS.

CLEANING AND FINISHING:

- A. PRIOR TO FINAL ACCEPTANCE BY OWNER, THOROUGHLY CLEAN ALL WORK INSIDE AND OUT AS APPLICABLE, AND LEAVE ALL SYSTEMS AND EQUIPMENT IN PERFECT WORKING ORDER. THOROUGHLY CLEAN ALL PLUMBING FIXTURES, EXPOSED PIPING, FLOOR DRAIN GRATES, AND CLEANOUT COVERS AS APPLICABLE.

GUARANTEES:

- A. REFER TO ARCHITECTURAL SPECIFICATIONS FOR GUARANTEES, IF NONE EXIST THE FOLLOWING MINIMUM GUARANTEES SHALL BE PROVIDED.
1. PROVIDE A ONE (1) YEAR GUARANTEE COVERING ALL LABOR AND MATERIAL PROVIDED IN THIS PROJECT. GUARANTEE SHALL INCLUDE ALL SHIPPING AND TRANSPORTATION CHARGES NECESSARY TO RETURN DEFECTIVE MATERIALS TO MANUFACTURER, AS WELL AS LABOR CHARGES NECESSARY TO REMOVE AND REPLACE DEFECTIVE MATERIALS.
 2. PROVIDE 5 YEAR GUARANTEE FOR ALL COMPRESSORS.
 3. DEFECTIVE MATERIALS AND/OR EQUIPMENT MAY BE REPAIRED IN LIEU OF REPLACED WITH PRIOR APPROVAL OF ARCHITECT AND/OR OWNER.

PIPING:

SANITARY WASTE AND VENT PIPE AND FITTINGS:

BELOW GRADE AND/OR BELOW FLOOR SLABS WITHIN BUILDING WALLS AND EXTENDING 5'-0" OUTSIDE:

- PIPE: ASTM D2665 SCHEDULE 40 SOLID CORE PVC-DWV INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- FITTINGS: ASTM D1554 SOLVENT CEMENTED.
- SOLVENT CEMENT: ASTM D2564
- INSTALLATION: IN ACCORDANCE WITH ASTM D2321.

ABOVEGROUND SANITARY WASTE AND VENT PIPING AND FITTINGS:

HUBLESS, CAST IRON, SOIL PIPE AND CAST IRON FITTINGS PER ASTM A888. PROVIDE STANDARD DUTY COUPLING SHIELDS OF 36 GAGE TYPE 301/304 STAINLESS STEEL IN CONFORMANCE WITH ASTM C1277, AND INCORPORATING A NEOPRENE GASKET IN ACCORDANCE WITH ASTM C564, WITH SEALING RINGS POSITIONED UNDER EACH STAINLESS STEEL, WORM GEAR CLAMP. PROVIDE TWO CLAMPS ON PIPE UP TO NPS 4" AND FOUR BANDS ON PIPING NPS 5" OR LARGER.

UNDERGROUND SEWERS (SANITARY AND STORM) ON SITE EXTENDING BEYOND 5 FEET OUTSIDE OF BUILDING SHALL BE PROVIDED BY SITE UTILITIES CONTRACTOR.

STORM PIPE AND FITTINGS:

BELOW GRADE AND/OR BELOW FLOOR SLABS WITHIN BUILDING WALLS AND EXTENDING 5'-0" OUTSIDE:

- PIPE 4" & UNDER: ASTM A-53, SCHEDULE 40, GALVANIZED STEEL.
- HUBLESS, CAST IRON, SOIL PIPE AND CAST IRON FITTINGS PER ASTM A888. PROVIDE STANDARD DUTY COUPLING SHIELDS OF 36 GAGE TYPE 301/304 STAINLESS STEEL IN CONFORMANCE WITH ASTM C1277, AND INCORPORATING A NEOPRENE GASKET IN ACCORDANCE WITH ASTM C564, WITH SEALING RINGS POSITIONED UNDER EACH STAINLESS STEEL, WORM GEAR CLAMP. PROVIDE TWO CLAMPS ON PIPE UP TO NPS 4" AND FOUR BANDS ON PIPING NPS 5" OR LARGER.

ABOVEGROUND STORM PIPING AND FITTINGS:

PIPE 4" & UNDER: ASTM A-53, SCHEDULE 40, GALVANIZED STEEL.

PIPE OVER 4": ASTM A-53, SCHEDULE 40, GRADE A AND GRADE B, SEAMLESS OR ERW GALVANIZED STEEL.

FITTINGS: ANSI B2.1 THREADS.

PIPE AND FITTINGS: CAST IRON HUBLESS SOIL PIPE AND FITTINGS CONFORMING TO THE REQUIREMENTS OF CISPI STANDARD 310 AND LOCAL CODE REQUIREMENTS. HUBLESS COUPLING GASKETS SHALL CONFORM TO STANDARD C-564.

UNDERGROUND STORM SEWERS ON SITE EXTENDING BEYOND 5 FEET OUTSIDE OF BUILDING SHALL BE PROVIDED BY SITE UTILITIES CONTRACTOR.

SUB-SURFACE DRAINAGE SYSTEM:

PERFORATED POLYVINYL CHLORIDE (PVC), ASTM D3034.

WRAPPING FOR SUB-SURFACE DRAINS: EQUAL TO TO MIRA1 "140M" OR "PRM" GEOTEXTILE FILTER FABRIC.

AGGREGATE: FILTER: PEA GRAVEL.

DRAIN TILE CONNECTIONS (DTC):

MAKE ALL THE NECESSARY CONNECTIONS TO THE FOUNDATION DRAIN TILE. ALL CONNECTIONS TO THE DRAIN TILE SHALL BE MADE WITH BELL AND SPIGOT BITUMINOUS COATED CAST IRON PIPE AND CLEANOUT OF SIZES SHOWN.

BEDDING AND BACKFILL MATERIALS:

GRANULAR MATERIAL:

CRUSHED STONE OR PEA GRAVEL WHICH WILL PASS THE 1/2" SIEVE BUT WILL BE RETAINED ON THE NO. 4 SIEVE (U.S.A. STANDARD SERIES).

SIEVES:

ASTM E11.

SAND:

NATURAL PARTICLES OF GRANULAR MATERIAL WHICH DOES NOT CONTAIN EXCESSIVE AMOUNTS OF CLAY, SILT, OR ORGANIC MATERIAL, PASSING A 3/8" SIEVE. SAND FOUND ON THE JOB SITE MAY BE USED IF IT IS APPROVED BY THE ARCHITECT.

DOMESTIC WATER PIPING:

ABOVEGROUND DOMESTIC HOT AND COLD WATER 2" AND SMALLER:

ASTM B88, TYPE L, SEAMLESS HARD DRAWN RIGID COPPER WATER TUBE.

FITTINGS: ANSI B16.22, WROUGHT COPPER, ASTM B32-95TA SOLDER JOINT.

DOMESTIC HOT AND COLD WATER VALVES:

BALL VALVES:

BALL VALVES 1/4" TO 1" PIPE SIZE: APOLLO 77C-140-01 FULL PORT, TWO PIECE WITH SCREWED ENDS, BRONZE BODY AND END PIECE, STAINLESS STEEL BALL, TEFLON SEAL RINGS, STAINLESS STEEL STEM, REINFORCED PTFE TEFLON PACKING WITH BRASS PACKING GLAND, ZINC PLATED STEEL HANDLE WITH PLASTIC GRIP SECURED BY ZINC PLATED STEEL HANDLE NUT, 150 PSI STEAM, 600 PSI WOG WORKING PRESSURE.

BALL VALVES 1-1/4" TO 2" PIPE SIZE: APOLLO 82-140-01, 3 PIECE, FULL SIZE PORT WITH SCREWED ENDS, BRONZE BODY, STAINLESS STEEL BALL, TEFLON DOUBLE SEAL SEATS AND THRUST WASHER, BRASS PACKING GLAND, REINFORCED TEFLON PACKING, STAINLESS STEEL STEM, PLASTIC COATED ZINC PLATED STEEL HANDLE AND ZINC PLATED STEEL HANDLE NUT, 150 PSI SATURATES STEAM, 600 PSI WOG.

CHECK VALVES:

INDUSTRIAL SERVICE, 150 LB., SWP 300 LB., WOG COMPOSITION DISC, THREADED ENDS. MILWAUKEE NO. 510.

CLEANOUT:

PROVIDE CLEANOUTS AS REQUIRED BY LOCAL CODES. THE FINISH OF COVER PLATES, TOP AND TOP FRAME ACCESS COVERS SHALL BE NICKEL BRONZE, UNLESS OTHERWISE SCHEDULED.

PIPING INSTALLATION:

INSTALL ALL PIPING PARALLEL OR PERPENDICULAR TO BUILDING WALL AND COLUMNS IN LOCATIONS TO AVOID INTERFERENCE WITH DUCTWORK, STRUCTURE, OTHER PIPING, LIGHTING AND ELECTRICAL EQUIPMENT OR OTHER EQUIPMENT.

DO NOT LOCATE PIPING ABOVE OR WITHIN 3 FEET HORIZONTALLY OF ELECTRICAL PANELS OR EQUIPMENT.

FOR PIPING PASSING THROUGH WALLS, PACK VOID BETWEEN PIPE AND STRUCTURE WITH APPROVED, NON-COMBUSTIBLE MATERIAL.

DO NOT ALLOW CONTACT BETWEEN PIPING AND MASONRY OF CONCRETE SURFACES.

PROVIDE ALL THE NECESSARY HANGERS, RODS, SUPPORTS, CHANNELS, ANGLES, STRUCTURAL MEMBERS AND CONCRETE INSERTS TO PROPERLY SECURE PIPING AND RELATED EQUIPMENT. ALL SUPPORTS AND PARTS SHALL CONFORM TO THE LATEST REQUIREMENTS OF ANSI CODE FOR PIPING PRACTICE B31.1, AND MSS STANDARD PRACTICE 58-58.

PROTECT ALL INSULATED PIPE LINES AGAINST INSULATION DAMAGE AT ALL HANGERS BY THE USE OF 1 FOOT LONG, 12 GAUGE STEEL SEMI-CIRCULAR SHIELDS FOR PIPE SIZES WITH 12" OD AND LESS (INCLUDING INSULATION) AND 2 FOOT LONG, 1/2" STEEL SEMI-CIRCULAR SHIELDS FOR PIPE SIZES OVER 12" OD (INCLUDING INSULATION). SECURELY CEMENT ALL SHIELDS TO THE INSULATION. PROVIDE RIGID PIPE INSULATION AT EACH HANGER.

PIPING INSULATION:

ALL ADHESIVES, SEALERS AND COATINGS SHALL BE INCOMBUSTIBLE. INSULATION SHALL BE APPLIED BY EXPERIENCED PIPE COVERERS AS PER BEST TRADE PRACTICE. WHERE EXISTING INSULATED PIPING AND SURFACES ARE EXPOSED DUE TO RENOVATIONS, RE-INSULATE EXPOSED SURFACES TO MATCH THE EXISTING INSTALLATION. APPLY INSULATION TO PIPE LINES AND EQUIPMENT ONLY AFTER TESTING AND INSPECTION, AND ALL SURFACES HAVE BEEN THOROUGHLY CLEANED.

DOMESTIC HOT AND COLD WATER PIPING SHALL BE INSULATED WITH 1" THICK FIBERGLASS INSULATION. PIPING INSULATION AND COVERING SHALL HAVE FLAME SPREAD RATING OF 25 AND SMOKE DEVELOPED RATING OF 50 AND SHALL BE SIMILAR TO OWENS-CORNING NO. 2545J/55L-11.

ALL HORIZONTAL RAIN CONDUCTORS AND STORM DRAINAGE PIPING UP TO VERTICAL STACKS SHALL BE INSULATED. INSULATION SHALL BE OWENS-CORNING FIBERGLASS ASJ-SSL-II "ONE PIECE" PIPE INSULATION WITH FACTORY APPLIED JACKET WITH SELF-SEALING LAP. INSULATION THICKNESS SHALL BE 1".

TESTING AND BALANCING:

TEST AND ADJUST ALL NEW PIPING SYSTEMS INSTALLED IN THIS PROJECT. PROVIDE ALL TESTING INSTRUMENTS, GAUGES, PUMPS AND OTHER EQUIPMENT REQUIRED OR NECESSARY FOR TEST. REPAIR ALL DEFECTS DISCLOSED BY TESTS WITHOUT ADDITIONAL COST TO THE OWNER. REPEAT TESTS AFTER ANY DEFECTS DISCLOSED ARE REPAIRED OR REPLACED, UNLESS WAIVED BY ARCHITECT. ARRANGE AND PAY THE COST OF ALL UTILITIES USED ON TESTS. COMPLETE ALL TESTS BEFORE COVERING IS APPLIED. ISOLATE ALL PIPING SYSTEM COMPONENTS NOT CONSTRUCTED TO WITHSTAND TEST PRESSURES.

WATER SYSTEMS TEST:

TEST AT 150 PSIG FOR EIGHT (8) HOURS WITH ZERO LOSS IN PRESSURE. CHECK JOINTS AND FITTINGS FOR LEAKS WITH LIQUID SOAP SOLUTION.

DRAINAGE SYSTEM:

THE DRAINAGE SYSTEM SHALL BE TESTED IN ACCORDANCE WITH ALL LOCAL CODES AND REGULATIONS AND IN THE PRESENCE OF THE PROPER INSPECTOR. AIR TEST SHALL BE 5 PSIG AND SHALL REMAIN IN OPERATION FOR A PERIOD OF 15 MINUTES.

AIR BALANCING:

BALANCE ALL OUTLETS AND TERMINAL BOXES TO WITHIN 10% OF RATED C.F.M IN ACCORDANCE WITH AABC AND NEBB, SUBMIT BALANCING REPORT.

PIPE IDENTIFICATION:

IDENTIFY ALL NEW PIPING INSTALLED IN THIS PROJECT IN ACCORDANCE WITH ANSI A13.1 1981, OSHA, AND OWNER'S STANDARDS.

REDUCED PRESSURE BACKFLOW PREVENTERS:

PROVIDE "REDUCED PRESSURE" BACKFLOW PREVENTERS WHERE INDICATED AND AS REQUIRED BY LOCAL CODES COMPLETE WITH TWO SPRING LOADED CHECK VALVES, SPRING LOADED DIAPHRAGM ACTUATED DIFFERENTIAL PRESSURE RELIEF VALVES, TWO GATE VALVES, FOUR TEST COCKS, TWO UNIONS AND INTERCONNECTING PIPING AT 175 PSI MAXIMUM WORKING PRESSURE. RELIEFS SHALL BE UNIT SIZED PIPED TO SAFE WASTE.

SMALL DEVICES SUCH AS COFFEE MAKERS AND ICE MACHINES SERVED BY DOMESTIC WATER MAKE-UP TUBING SHALL BE FITTED WITH APOLLO MODEL 4C-100 SERIES BACKFLOW PREVENTER W/ATMOSPHERIC VENT SUITABLE FOR 150 PSI WORKING PRESSURE. DESIGN SHALL CONFORM TO ASSE 1022.

UNITS SHALL BE APPROVED BY STATE AND LOCAL CODES.

APPROVED MANUFACTURERS: WATTS.

PLUMBING SYSTEMS:

NON-FREEZE WALL HYDRANT (NFWH): WOODFORD MODEL B65, AUTOMATIC DRAINING, CONCEALED NON-FREEZE KEY OPERATED WALL HYDRANT WITH NICKEL BRONZE BOX AND DOOR, CHROME PLATED HYDRANT FACE, INTEGRAL VACUUM BREAKER, 3/4" HOSE CONNECTION, 1/2" FEMALE BY 3/4" MALE PIPE CONNECTION, ALL BRONZE HEAD, SEAT CASTING AND INTEGRAL WORKING PARTS, BRONZE WALL CASING, AND LOOSE KEY.

WALL THICKNESS APPROXIMATELY 12", FIELD VERIFY WALL THICKNESS PRIOR TO ORDERING.

HOSE BIBBS (INSIDE): WOODFORD MB24 MODULAR WALL BOX SYSTEM COMPLETE WITH 24P FAUCET, POLISHED CHROMIUM PLATED, WITH VACUUM BREAKER, 3/4" HOSE THREAD OUTLET WITH TEE KEY LATCH AND WHEEL HANDLE WITH LOCKABLE COVER. PROVIDE FOR A DRAINABLE SYSTEM.

FLOOR DRAIN SCHEDULE:

FD-1 GENERAL FLOOR DRAIN MEMBRANE POURED FINISHED AREA. (VERIFY EXACT INSTALLATION), ZURN MODEL #2N415-58-HD-P. DURA-COATED CAST IRON BODY WITH BOTTOM OUTLET, COMBINATION INVERTIBLE MEMBRANE CLAMP AND ADJUSTABLE COLLAR WITH "TYPE B" POLISHED NICKEL BRONZE STRAINER.

MEMBRANE CLAMP WITH HARDWARE. EXTENSION AS REQUIRED.

FLOOR DRAIN PARKING DECK FLOOR DRAIN (FD-2). ZURN MODEL #2N400-HD-VP, DURA-COATED CAST IRON BODY WITH BOTTOM OUTLET, COMBINATION INVERTIBLE MEMBRANE CLAMP AND ADJUSTABLE COLLAR WITH "TYPE S" POLISHED NICKEL BRONZE STRAINER. MEMBRANE CLAMP WITH HARDWARE. EXTENSION AS REQUIRED. PROVIDE HEAVY DUTY GRATE AND INSTALLATION.

TRENCH DRAINS (GENERAL PURPOSES):

GENERAL: FURNISH AND INSTALL MODULAR, PRE-CAST, PRE-SLOPED TRENCH DRAINS WHERE INDICATED ON DRAWINGS. REFER TO KEY NOTES ON DRAWINGS FOR MODEL NUMBER.

AREA DRAIN VENT SHAFT DRAIN (AD-1). ZURN MODEL #2507-S, DURA-COATED CAST IRON BODY WITH BOTTOM OUTLET, COMBINATION INVERTIBLE MEMBRANE CLAMP AND ADJUSTABLE COLLAR WITH "TYPE S" POLISHED NICKEL BRONZE STRAINER. MEMBRANE CLAMP WITH HARDWARE. EXTENSION AS REQUIRED.

FIRE PROTECTION:

MINIMUM FIRE PROTECTION DESIGN PARAMETERS:

THE INSTALLATION SHALL BE A HYDRAULICALLY DESIGNED DRY PIPE SYSTEM.

MINIMUM SIZE OF THE FIRE SERVICE SHALL BE AS INDICATED ON THE DRAWINGS.

IN GENERAL, THIS BUILDING SHALL BE CLASSIFIED AS LIGHT HAZARD OCCUPANCY. AUTOMOBILE PARKING AREAS SHALL BE PROVIDED WITH ORDINARY HAZARD GROUP 1 OCCUPANCY, OTHER AREAS SHALL BE PROVIDED WITH ORDINARY HAZARD OCCUPANCY COVERAGE.

EXCEPT IN HIGH HEAT AREAS, SPRINKLER HEADS SHALL BE RATED FOR 165 DEGREES F.

AUTOMATIC SPRINKLERS SHALL BE PROVIDED FOR ALL AREAS.

PROVIDE FOR FLUSHING OF SPRINKLER SYSTEMS IN CONFORMANCE WITH CODE REQUIREMENTS.

MINIMUM PIPE SIZES SHALL BE AS INDICATED ON THE CONTRACT DOCUMENTS FOR PORTIONS OF THE SYSTEM SHOWN.

PROVIDE DRY PIPE SYSTEMS FOR AREAS INDICATED ON DRAWINGS OR SPECIFIED HEREIN. EACH SYSTEM SHALL BE COMPLETE WITH SUPERVISED SHUT-OFF VALVE, DRY PIPE VALVE, COMPRESSOR, TRIM AND ACCESSORIES.

DRY PIPE VALVE:

PROVIDE CODE APPROVED DRY PIPE VALVE WITH RELATED COMPRESSOR, TRIM AND ACCESSORIES FOR A COMPLETE OPERABLE SYSTEM. TRIM SHALL INCLUDE LOW WATER PRESSURE ALARM SWITCH AND PRESSURE SWITCH TO MONITOR FIRE CONDITION. FLOW SWITCH TO BE WIRED TO WATER GONG (ALARM SYSTEM). AIR COMPRESSOR SHALL BE PROVIDED BY THIS CONTRACTOR. CONTRACTOR SHALL COORDINATE POWER REQUIREMENTS WITH ELECTRICAL TRADES CONTRACTOR.

PIPE MATERIALS AND FITTINGS:

ABOVEGROUND (STANDARD WALL):

HOT-DIP GALVANIZE IN ACCORDANCE WITH ASTM A795 COATING SPECIFICATIONS SPRINKLER PIPING AND FITTINGS USED IN DRY-PIPE SYSTEMS, EXPOSED TO THE WEATHER OR USED IN A CORROSIVE ATMOSPHERE (WHERE NOTED ON DRAWINGS).

SUBMIT MILL CERTIFICATES VERIFYING THAT THE PRODUCTS SUBMITTED MEET THE ABOVE CRITERIA.

HOT-DIP GALVANIZE METALLIC COMPONENTS OF ALL HANGERS AND SUPPORTS.

SPRINKLER HEADS:

PROVIDE 12 SPARE SPRINKLER HEADS OF EACH TYPE AND CABINET AND MOUNT WHERE DIRECTED BY OWNER'S REPRESENTATIVE. INCLUDE ALSO SPECIAL WRENCHES FOR REMOVING AND INSTALLATION OF ALL TYPE SPRINKLER HEADS.

SUBMIT SAMPLE OF SPRINKLER HEADS FOR APPROVAL TO ARCHITECT.

SPRINKLER HEADS SHALL BE AS SCHEDULED BELOW:

EXPOSED CONSTRUCTION:

"AUTOMATIC" SPRINKLER CORPORATION OF AMERICA, MODEL F.

1/2" ORIFICE X 1/2" NPT WITH PLAIN BRASS FINISH.

CEILING INSTALLATION:

"AUTOMATIC" SPRINKLER CORPORATION OF AMERICA OR EQUAL CONCEALED SPRINKLER WITH FLAT COVER PLATE, MODEL F-1/2" ORIFICE X 1/2" NPT STANDARD PENDANT HEAD, 165 DEGREES F. TEMPERATURE RATING. UNITS SHALL BE COMPLETE WITH MOUNTING ESCUTCHEON RING, COVER SPRING AND FUSIBLE ALLOY. FLAT COVER PLATE SHALL BE FACTORY BAKED ENAMEL, MATTE PAINTED FINISH TO MATCH CEILING TILE COLOR.

STAR MODEL PHI PHANTOM, 165 DEGREES F. TEMPERATURE RATING 1/2" ORIFICE, RECESSED HEAD AND REMOVABLE COVER PLATE OFFERING EASE IN REMOVAL OF CEILING TILES IN WHICH HEADS ARE INSTALLED. COLOR TO MATCH CEILING FINISH.

SIDE WALL INSTALLATION:

GRINNELL SIDEWALL SPRINKLER, MODEL F950 WITH 165 DEGREES F. RELEASE. FINISH SHALL BE BRIGHT CHROME PLATED WITH BRIGHT CHROME PLATED ESCUTCHEON PLATE.

WATER FLOW SWITCHES:

PROVIDE AND INSTALL VANE-TYPE WATERFLOW DETECTORS TO MATCH THE FIRE PROTECTION SYSTEM PIPE SIZES WHERE DESIGNATED ON THE DRAWINGS AND/OR AS SPECIFIED HEREIN. WATERFLOW DETECTORS SHALL BE DESIGNED FOR MOUNTING ON EITHER VERTICAL OR HORIZONTAL PIPING, BUT SHALL NOT BE MOUNTED IN A FITTING OR WITHIN 12" OF ANY FITTING THAT CHANGES THE DIRECTION OF WATER FLOW. UNITS SHALL HAVE AS SENSITIVITY SETTING TO SIGNAL ANY WATER FLOW THAT EQUALS OR EXCEEDS THE DISCHARGE FROM ONE SPRINKLER HEAD. DETECTOR SWITCH MECHANISM SHALL INCORPORATE AN INSTANTLY RECYCLING PNEUMATIC RETARD ELEMENT WITH AN ADJUSTABLE RANGE OF 0 TO 70 SECONDS. SWITCHES SHALL BE DOUBLE POLE DOUBLE THROW AND SHALL HAVE A MINIMUM RATED CAPACITY OF 7 AMP, 120 V, AC -0.25 AMP, 24 V DC AND SHALL BE ACTUATED BY A POLYETHYLENE VANE EXTENDING INTO THE WATERWAY OF THE PIPING. WATERFLOW DETECTORS SHALL BE OF WATERPROOF DUST TIGHT CONSTRUCTION AND SHALL PROVIDE A 1/2" CONDUIT ENTRANCE. FINISH SHALL BE BAKED ENAMEL.

WATERFLOW SWITCHES SHALL BE AN APPROVED TYPE CONFORMING TO THE RULES AND REGULATIONS OF ALL THE APPLICABLE LOCAL CODES OR ANY OTHER CODE SHOWING JURISDICTION AND SHALL BE UL LISTED AND FM APPROVED.

ALARMS:

PROVIDE EXTERIOR AND INTERIOR ALARMS SUCH AS ALARM GONGS, STROBES, ANNUNCIATION DEVICES, ETC., AS REQUIRED BY LOCAL AUTHORITIES.

ELECTRICAL REQUIREMENTS FOR FIRE SUPPRESSION SYSTEM:

ALL ELECTRICAL WORK FOR FIRE SUPPRESSION SYSTEM, ANNUNCIATION AND MONITORING, AS REQUIRED BY THE LOCAL AUTHORITY SHALL BE PERFORMED UNDER THIS CONTRACT.

ALL ELECTRICAL WORK PERFORMED UNDER THIS CONTRACT SHALL CONFORM TO THE REQUIREMENTS OF DIVISION 16.

PLUMBING FIXTURE CONNECTIONS:

FIXTURE CONNECTIONS SHALL BE IN ACCORDANCE WITH THE FOLLOWING TABLE:

FIXTURE	SOIL OR WASTE		VENT		TRAP		HOT WATER		COLD WATER	
	4"	2"	4"	2"	1-1/2"	1-1/4"	1/2"	1/2"	1/2"	3/4"
WATER CLOSETS (FLUSH TANK)	4"	2"	4"	2"	1-1/2"	1-1/4"	1/2"	1/2"	1/2"	3/4"
LAVATORY	1-1/2"	1-1/2"	1-1/2"	1-1/2"	3"	3/4"	3/4"	3/4"	3/4"	3/4"
SERVICE SINK	3"	1-1/2"	3"	1-1/2"	3"	3/4"	3/4"	3/4"	3/4"	3/4"

OTHERS AS INDICATED IN THE CONTRACT DOCUMENTS.

FIXTURES SHALL BE KOHLER, AMERICAN STANDARD, OR ORANE. KOHLER MODEL NUMBERS ARE USED TO ESTABLISH A STANDARD.

FIXTURE SUPPORTS SHALL BE ZURN, J.R. SMITH, JVSAM OR WADE.

FLUSH VALVE SHALL BE KOHLER, SEAN OR ZURN.

TOILET SEATS SHALL BE OPEN FRONT KOHLER, CHURCH, CENOCO OR BENKE.

FAUCETS SHALL BE KOHLER, SYMONDS, DELTA, CHICAGO OR SPEARMAN.

PLUMBING FIXTURE SCHEDULE:

P-1 FLOOR MOUNTED WATER CLOSET (PHYSICALLY HANDICAPPED): KOHLER K4368 "HIGHCLIFF", 1.6 GPF, SIPHON JET FLUSH ACTION, WHITE VITREOUS CHINA, ELONGATED BOWL, CLOSE COUPLED FLUSHOMETER TANK, BOLTS AND BOLT CAPS.

SEAT: KOHLER #K4731-SC ELONGATED SEAT, WHITE MOLDED SEAMLESS OPEN FRONT SEAT WITH CONCEALED SELF-SUSTAINING CHECK HINGE.

INSTALL FIXTURE IN ACCORDANCE WITH MICHIGAN DEPARTMENT OF LABOR CONSTRUCTION CODE "BARRIER FREE" REQUIREMENTS AND ADA REQUIREMENTS, MOUNTING OF FLUSH VALVE TO BE WITH THE LEVER ON THE WIDE SIDE OF THE COMPARTMENT.

P-2 WALL HUNG LAVATORIES (PHYSICALLY HANDICAPPED): KOHLER "KINGSTON" K-2005 WALL HUNG, 20" X 18" SIZE, VITREOUS CHINA,

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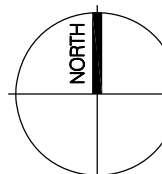
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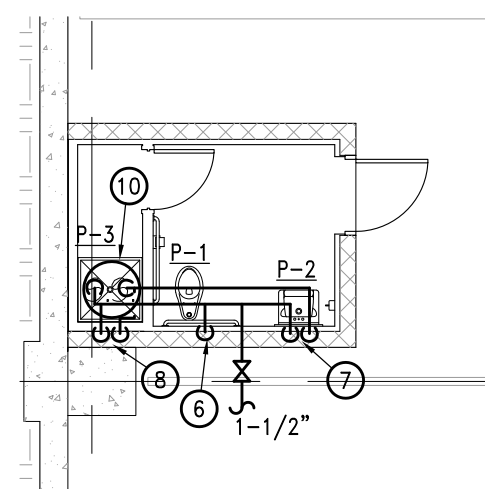
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3 Partial Lower Level LL3 Plan Toilet - Plumbing
SCALE: 1/8" = 1'-0"

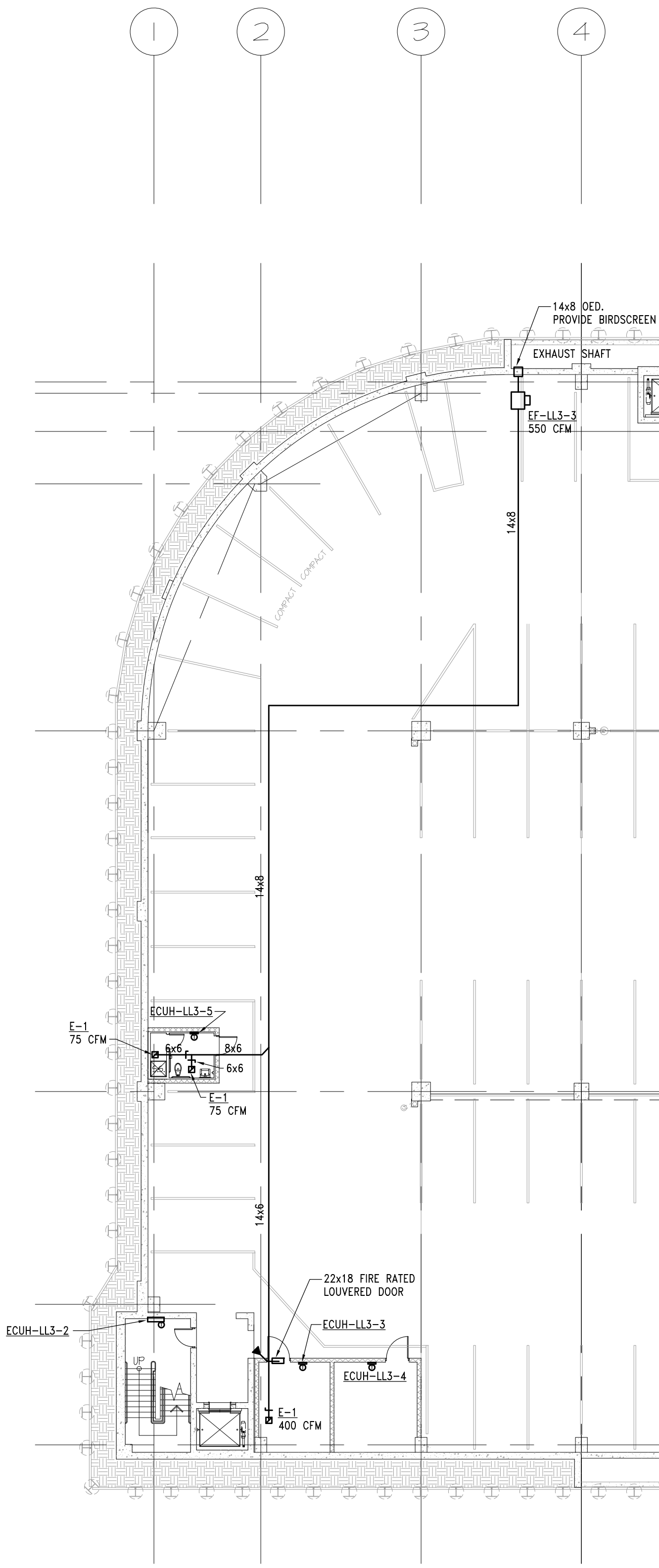


GENERAL NOTES:

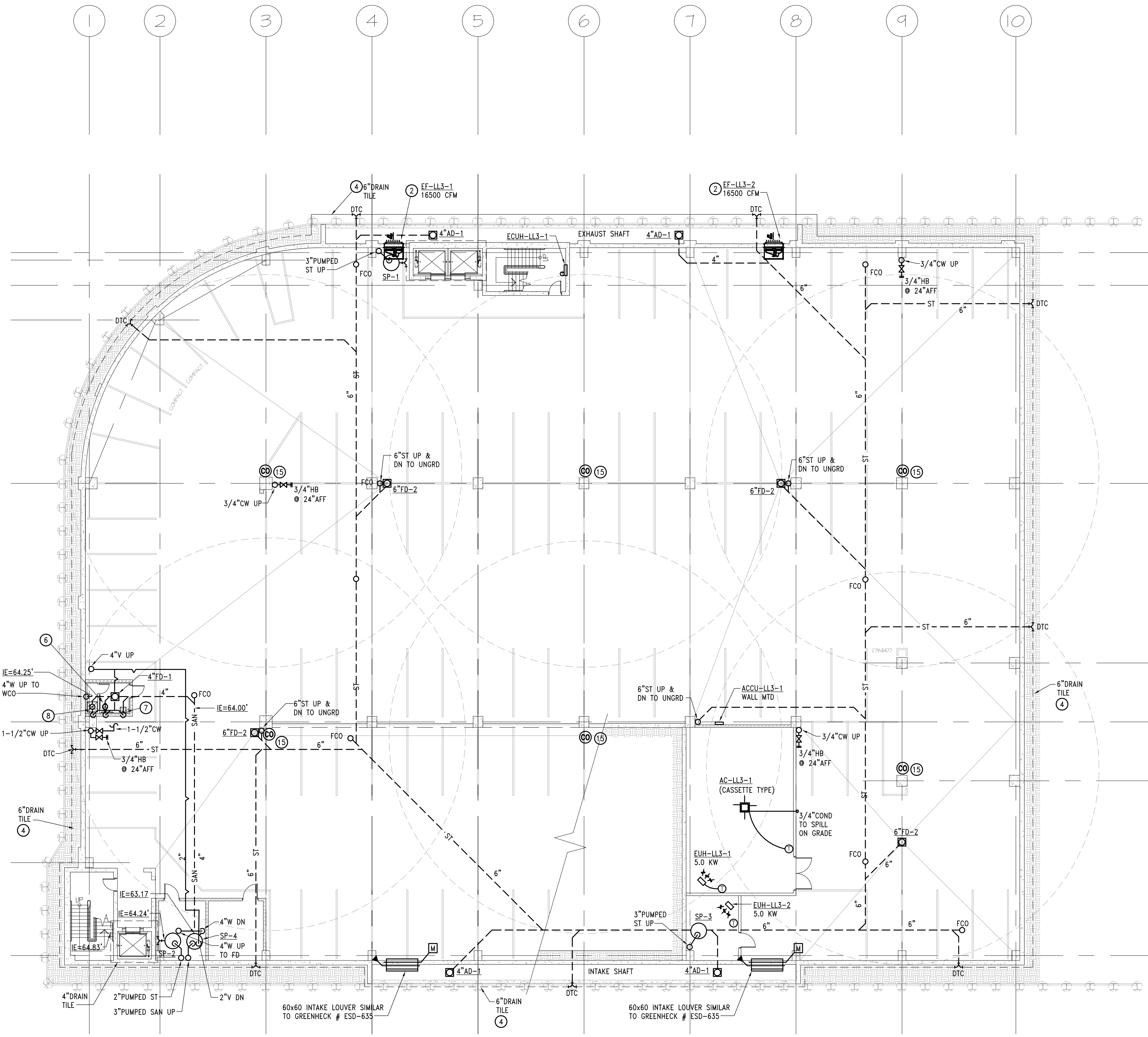
1. PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MONITORING SYSTEM SIMILAR TO ARMSTRONG MODEL AMC-1AD1, 120/1. PROVIDE ALL NECESSARY SENSORS, MONITORS, DETECTORS AND ACCESSORIES FOR A COMPLETE OPERABLE SYSTEM. INTERLOCK MONITORING SYSTEM WITH GARAGE VENTILATION SYSTEM (EF-1 THRU EF-3) AND CONNECT TO EXISTING BUILDING MONITORING SYSTEM. MOUNT DETECTORS 60" ABOVE FLOOR AND PROVIDE COVERAGE PER MECHANICAL CODES AND ASHRAE.
2. PROVIDE PRICING FOR 3 ADDITIONAL ELECTRIC CABINET UNIT HEATERS IN EACH STAIRWELL, ONE ON THIRD FLOOR, FIFTH FLOOR AND ROOF.

KEY NOTES:

1. PROVIDE 40"x4" GRATED OPENING FOR INTAKE AIR (9800 CFM). COORDINATE EXACT LOCATION WITH ARCHITECTURAL DRAWINGS.
2. PROVIDE EXHAUST FAN COMPLETE WITH WALL COLLAR, WIRE GUARD. INTERLOCK WITH CARBON MONOXIDE SENSORS IN GARAGE. COORDINATE EXACT LOCATION WITH ARCHITECTURAL DRAWINGS.
3. 2"COLD WATER AND 8" FIRE SERVICE FROM UNDERGROUND, EXTEND TO WATER METER AND FIRE RISER.
4. PROVIDE 6" DRAIN TILE FOR FOOTING DRAINS, REFER TO STRUCTURAL DRAWINGS FOR EXACT LOCATION.
5. PROVIDE 3/4" HOSE BIB WITH COMPRESSED AIR FITTING FOR WINTER BLOWDOWN 24" ABOVE FLOOR.
6. WATER CLOSET, 1 1/2" COLD WATER, 4" WASTE, 2" V.
7. LAVATORY, 1/2" HOT AND COLD WATER, 1 1/2" WASTE, 1 1/2" VENT.
8. SERVICE SINK, 3/4" HOT AND COLD WATER, 3" WASTE, 2" V.
9. 2" VENT DOWN AND UP TO AIR ADMITTANCE VALVE WITH ACCESS BOX IN MECHANICAL SPACE.
10. MOUNT WATER HEATER (EDWH-1) ON SHELF ABOVE SERVICE SINK, 3/4" HOT AND COLD WATER.
11. PROVIDE CLEANOUT AT 98.00' FOR FUTURE TENANT ON LEVEL 1.
12. PROVIDE 1 1/2" VALVED AND CAPPED COLD WATER FOR FUTURE TENANT ON LEVEL 1.
13. CONNECT NEW 4" STORM TO STUB ON SITE. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS.
14. CONNECT NEW SANITARY TO STUB ON SITE. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS. REFER TO PLANS FOR SIZE.
15. PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MOUNTED ON COLUMN 60" ABOVE FINISHED FLOOR.



2 Partial Lower Level LL3 Plan - HVAC
SCALE: 1/16" = 1'-0"



1 Lower Level LL3 Plan - Mechanical
SCALE: 1/16" = 1'-0" FFE 730.50' = 66.00'



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BATES ST., BIRMINGHAM MI
48009

Date:	Issued For:
SD	02-20-2019
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ADDENDUM #1	03-21-2019
DECK DESIGN CONCEPT	05-30-2019

Sheet No.:
M100
LOWER LEVEL LL3 PLAN -
MECHANICAL

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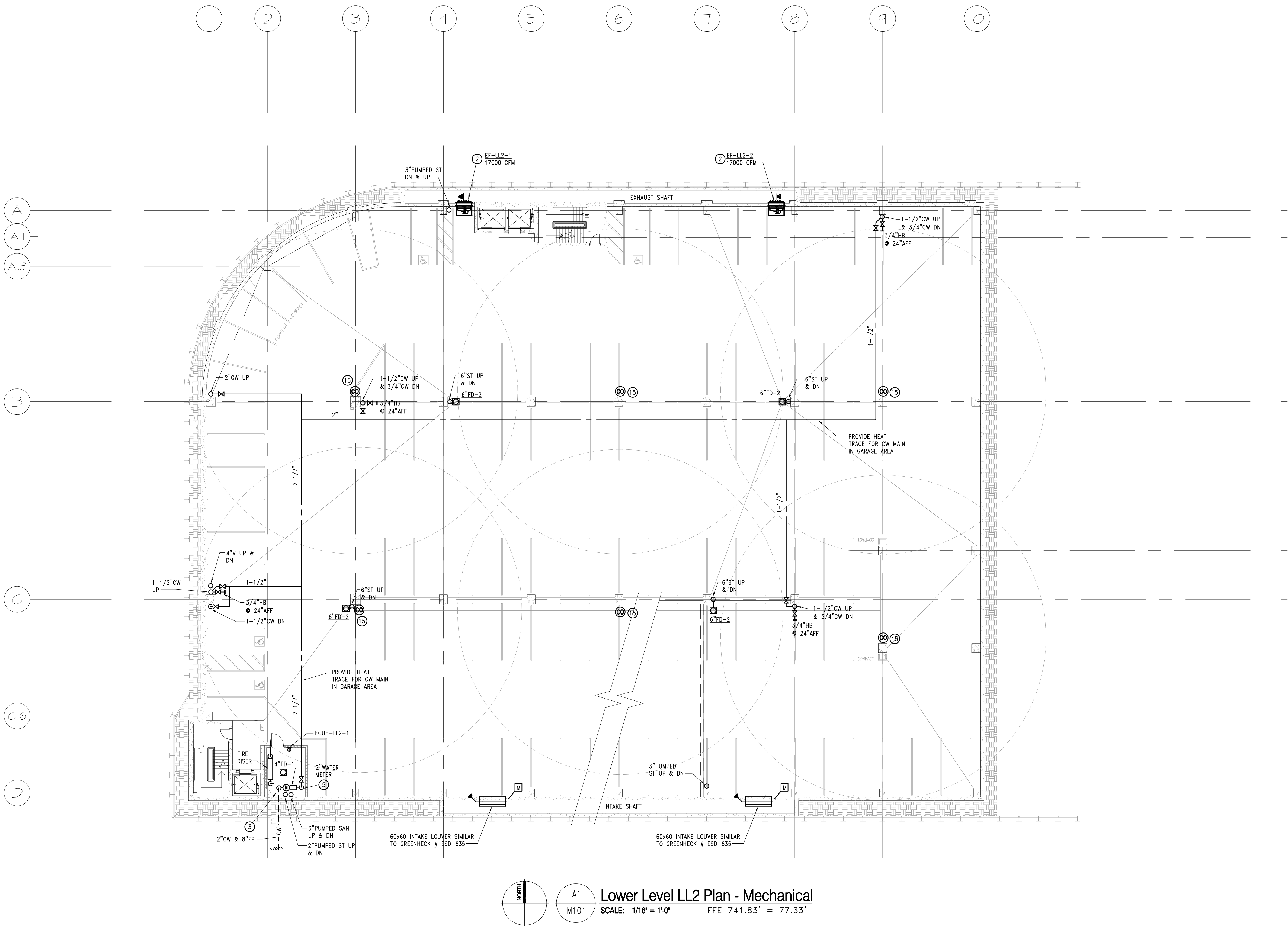
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GENERAL NOTES:

1. PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MONITORING SYSTEM SIMILAR TO ARMSTRONG MODEL AMC-1AD1, 120/1. PROVIDE ALL NECESSARY SENSORS, MONITORS, DETECTORS AND ACCESSORIES FOR A COMPLETE OPERABLE SYSTEM. INTERLOCK MONITORING SYSTEM WITH GARAGE VENTILATION SYSTEM (EF-1 THRU EF-3) AND CONNECT TO EXISTING BUILDING MONITORING SYSTEM. MOUNT DETECTORS 60" ABOVE FLOOR AND PROVIDE COVERAGE PER MECHANICAL CODES AND ASHRAE.
2. PROVIDE PRICING FOR 3 ADDITIONAL ELECTRIC CABINET UNIT HEATERS IN EACH STAIRWELL, ONE ON THIRD FLOOR, FIFTH FLOOR AND ROOF.

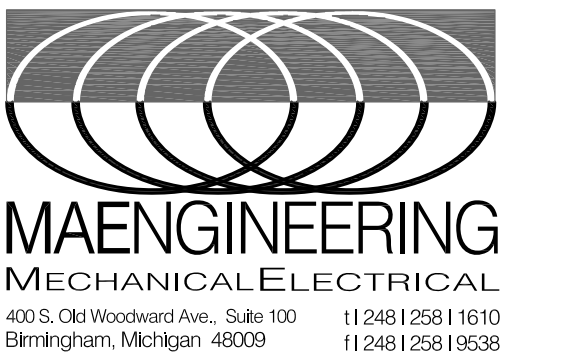
KEY NOTES:

- 1 PROVIDE 40"x4" GRATED OPENING FOR INTAKE AIR (98000 CFM). COORDINATE EXACT LOCATION WITH ARCHITECTURAL DRAWINGS.
- 2 PROVIDE EXHAUST FAN COMPLETE WITH WALL COLLAR, WIRE GUARD. INTERLOCK WITH CARBON MONOXIDE SENSORS IN GARAGE. COORDINATE EXACT LOCATION WITH ARCHITECTURAL DRAWINGS.
- 3 2"COLD WATER AND 8" FIRE SERVICE FROM UNDERGROUND, EXTEND TO WATER METER AND FIRE RISER.
- 4 PROVIDE 6" DRAIN TILE FOR FOOTING DRAINS, REFER TO STRUCTURAL DRAWINGS FOR EXACT LOCATION.
- 5 PROVIDE 3/4" HOSE BIB WITH COMPRESSED AIR FITTING FOR WINTER BLOWDOWN 24" ABOVE FLOOR.
- 6 WATER CLOSET, 1 1/2"COLD WATER, 4"WASTE, 2"V.
- 7 LAVATORY, 1/2"HOT AND COLD WATER, 1 1/2"WASTE, 1 1/2"VENT.
- 8 SERVICE SINK, 3/4"HOT AND COLD WATER, 3"WASTE, 2"V.
- 9 2" VENT DOWN AND UP TO AIR ADMITTANCE VALVE WITH ACCESS BOX IN MECHANICAL SPACE.
- 10 MOUNT WATER HEATER (EDWH-1) ON SHELF ABOVE SERVICE SINK, 3/4"HOT AND COLD WATER.
- 11 PROVIDE CLEANOUT AT 98.00' FOR FUTURE TENANT ON LEVEL 1.
- 12 PROVIDE 1 1/2" VALVED AND CAPPED COLD WATER FOR FUTURE TENANT ON LEVEL 1.
- 13 CONNECT NEW 4" STORM TO STUB ON SITE. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS.
- 14 CONNECT NEW SANITARY TO STUB ON SITE. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS. REFER TO PLANS FOR SIZE.
- 15 PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MOUNTED ON COLUMN 60" ABOVE FINISHED FLOOR.



Lower Level LL2 Plan - Mechanical

SCALE: 1/16" = 1'-0" FFE 741.83' = 77.33'



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48009

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Sheet No.:
M101
LOWER LEVEL LL2 PLAN -
MECHANICAL

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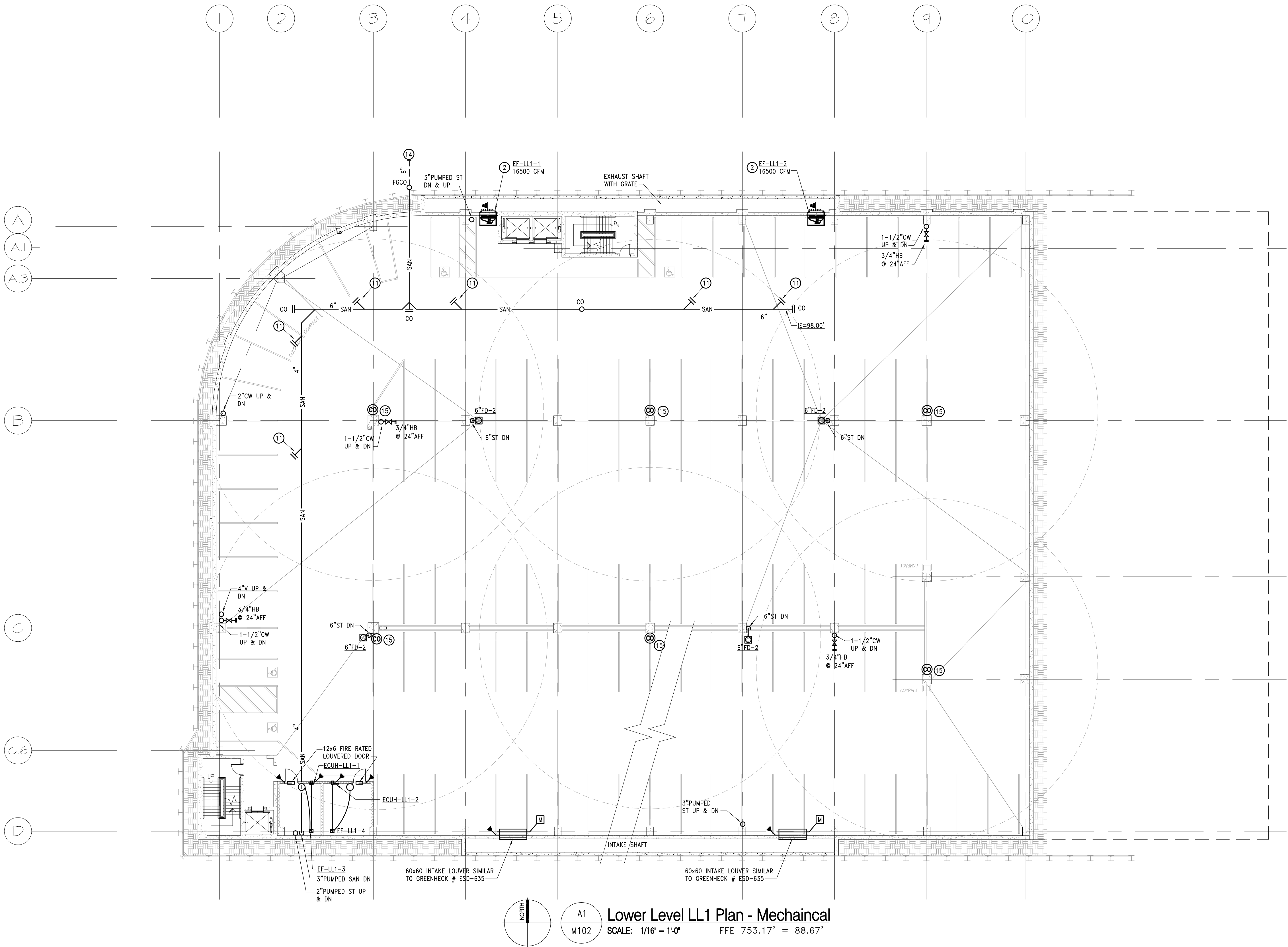
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GENERAL NOTES:

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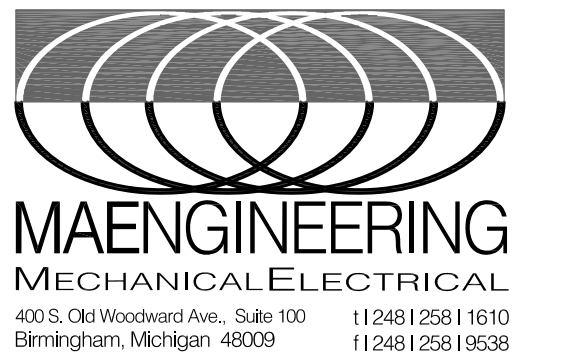
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- ⑦ LAVATORY, 1/2"HOT AND COLD WATER, 1 1/2"WASTE, 1 1/2"VENT.
- ⑧ SERVICE SINK, 3/4"HOT AND COLD WATER, 3"WASTE, 2"V
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- ⑩ MOUNT WATER HEATER (EDWH-1) ON SHELF ABOVE SERVICE SINK, 3/4"HOT AND COLD WATER
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- ⑬ CONNECT NEW 4" STORM TO STUB ON SITE. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS.
- ⑭ CONNECT NEW SANITARY TO STUB ON SITE. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS. REFER TO PLANS FOR SIZE.
- ⑮ PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MOUNTED ON COLUMN 60" ABOVE FINISHED FLOOR.



Lower Level LL1 Plan - Mechanical

SCALE: 1/16" = 1'-0" FFE 753.17' = 88.67'



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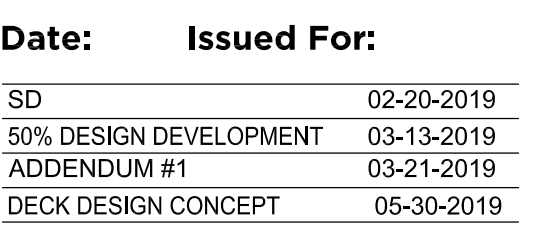
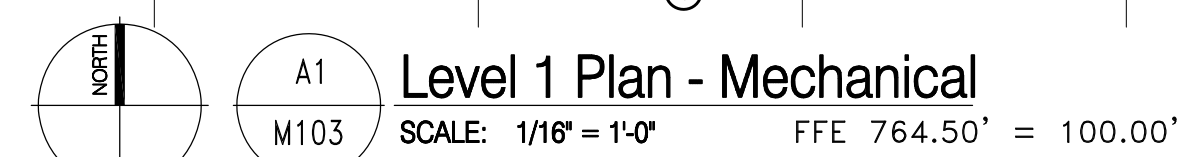
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DECK DESIGN CONCEPT	05-30-2019

Sheet No.:
M102
LOWER LEVEL LL1 PLAN -
MECHANICAL

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1. PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MONITORING SYSTEM SIMILAR TO ARWSTONG MODEL AMG-1AD1, 120/1. PROVIDE ALL NECESSARY SENSORS, MONITORS, DETECTORS AND ACCESSORIES FOR A COMPLETE OPERABLE SYSTEM. INTERLOCK MONITORING SYSTEM WITH GARAGE VENTILATION SYSTEM (EF-1 THRU EF-3) AND CONNECT TO EXISTING BUILDING MONITORING SYSTEM. MOUNT DETECTORS 60" ABOVE FLOOR AND PROVIDE COVERAGE PER MECHANICAL CODES AND ASHRAE.
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- ③ 2"COLD WATER AND 8"ETER SERVICE FROM UNDERGROUND, EXTEND TO WATER METER AND FIE RISER.
- ④ PROVIDE 6"DRAIN TIE FOR FOOTING DRAINS, REFERT TO STRUCTURAL DRAWINGS FOR EXACT LOCATION.
- ⑤ PROVIDE 3/4"HOSE BIB WITH COMPRESSED AIR FITTING FOR WINTER BLOWDOWN 24"ABOVE FLOOR.
- ⑥ WATER CLOSET, 1 1/2"COLD WATER, 4"WASTE, 2"V.
- ⑦ LAVATORY, 1/2"HOT AND COLD WATER, 1 1/2"WASTE, 1 1/2"VENT.
- ⑧ SERVICE SINK, 3/4"HOT AND COLD WATER, 3"WASTE, 2"V.
- ⑨ 2"VENT DOWN AND UP TO AIR ADMITTANCE VALVE WITH ACCESS BOB IN CLOSET SPACE.
- ⑩ MOUNT WATER HEATER (EDWH-1) ON SHELF ABOVE SERVICE SINK, 3/4"HOT AND COLD WATER
- ⑪ PROVIDE CLEANOUT AT 98'00" FOR FUTURE TRENCH ON LEVEL 1.
- ⑫ PROVIDE 1"1/2" VALVED AND CAPPED COLD WATER FOR FUTURE TRENCH ON LEVEL 1.
- ⑬ CONNECT NEW 4"STUB TO STUB ON SLAB. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXIST LOCATION WITH CIVIL DRAWINGS.
- ⑭ CONNECT NEW SANITARY TO STUB ON SLAB. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXIST LOCATION WITH CIVIL DRAWINGS. REFERT TO PLANS FOR SIZE.
- ⑮ PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MOUNTED ON COLUMN 60"ABOVE FINISHED FLOOR.



LEVEL 1 PLAN - MECHANICAL

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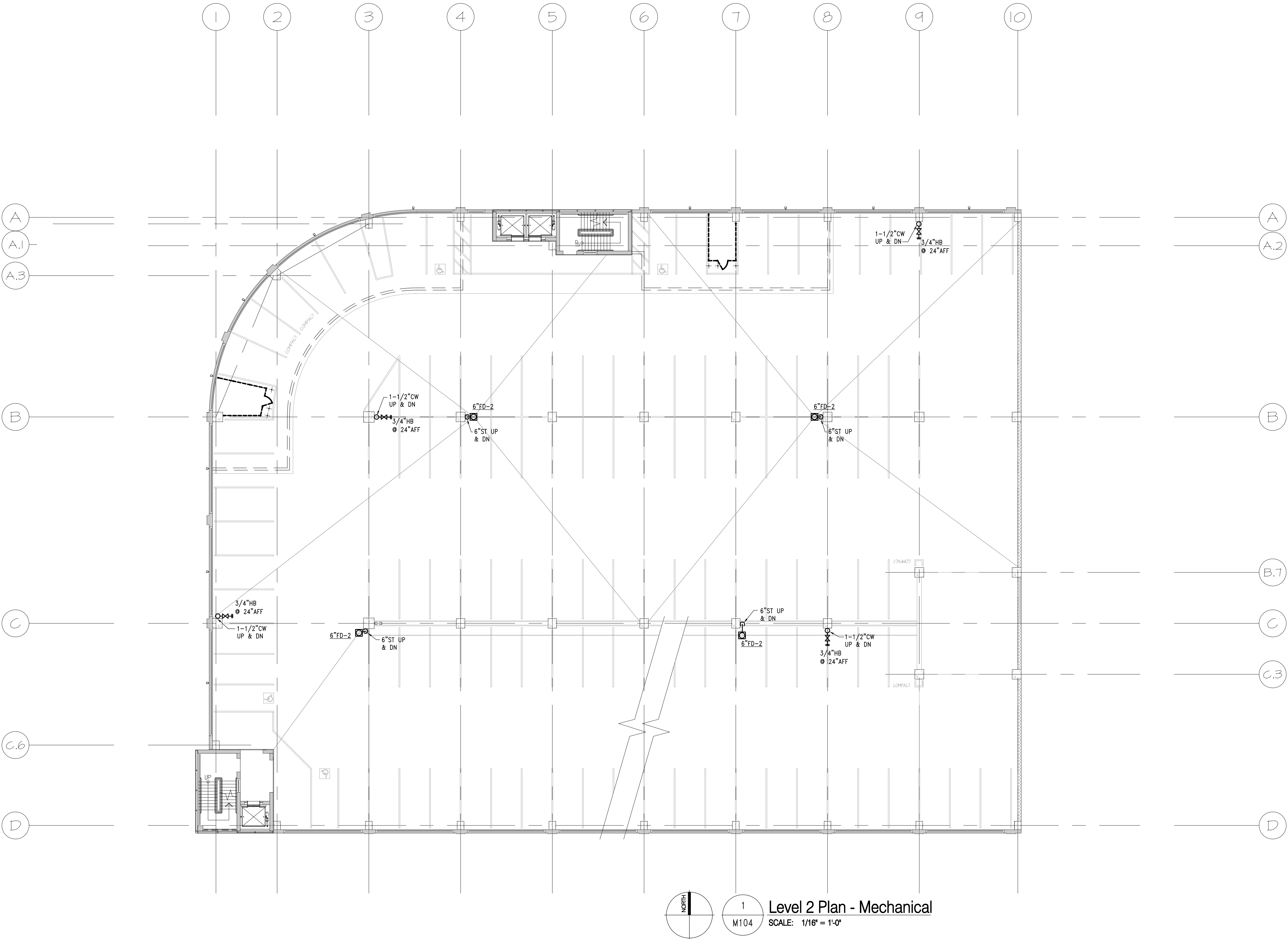
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GENERAL NOTES:

1. PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MONITORING SYSTEM SIMILAR TO ARMSTRONG MODEL AMC-1AD1, 120/1. PROVIDE ALL NECESSARY SENSORS, MONITORS, DETECTORS AND ACCESSORIES FOR A COMPLETE OPERABLE SYSTEM. INTERLOCK MONITORING SYSTEM WITH GARAGE VENTILATION SYSTEM (EF-1 THRU EF-3) AND CONNECT TO EXISTING BUILDING MONITORING SYSTEM. MOUNT DETECTORS 60" ABOVE FLOOR AND PROVIDE COVERAGE PER MECHANICAL CODES AND ASHRAE.
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- ⑪ PROVIDE CLEANOUT AT 98.00' FOR FUTURE TENANT ON LEVEL 1.
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- ⑬ CONNECT NEW 4" STORM TO STUB ON SITE. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS.
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- ⑮ PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MOUNTED ON COLUMN 60" ABOVE FINISHED FLOOR.



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48009

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Sheet No.:
M104
LEVEL 2 PLAN - MECHANICAL

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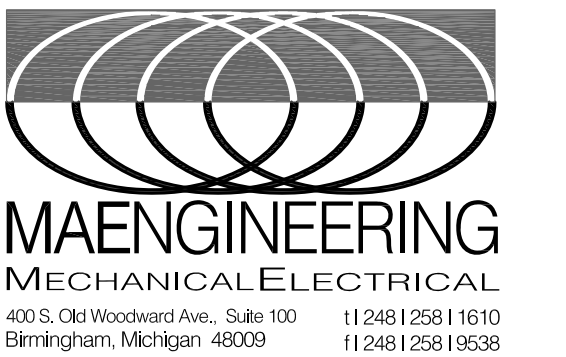
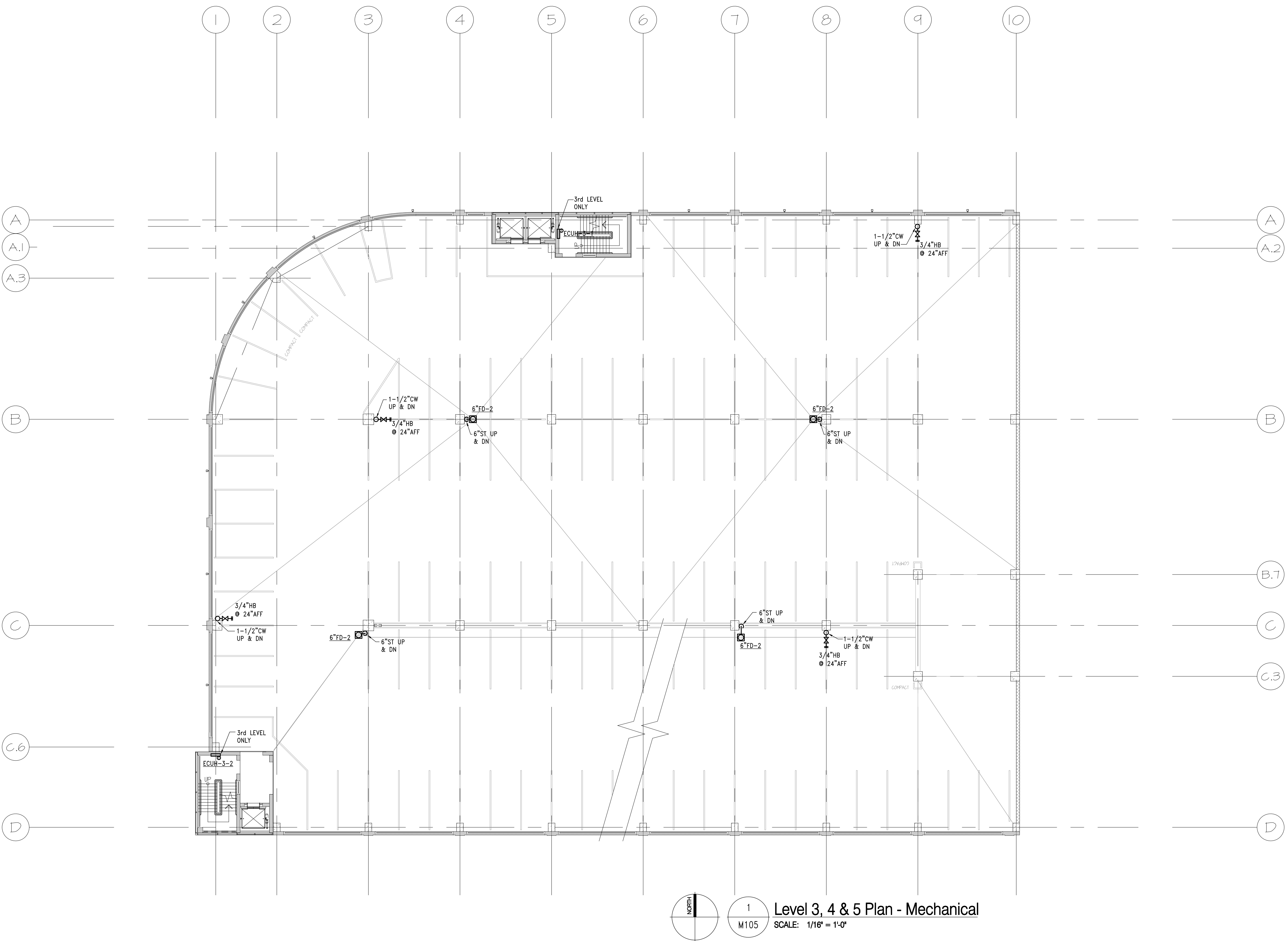
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Sheet No.:
M105
LEVEL 3, 4 & 5 PLAN - MECHANICAL

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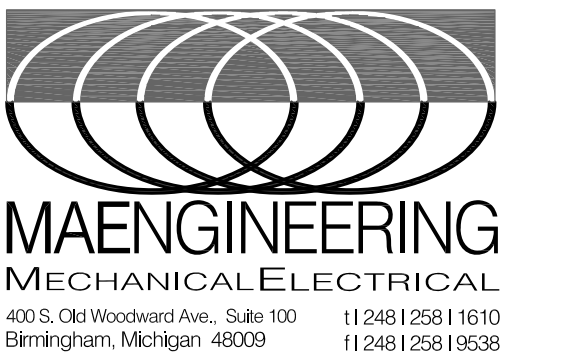
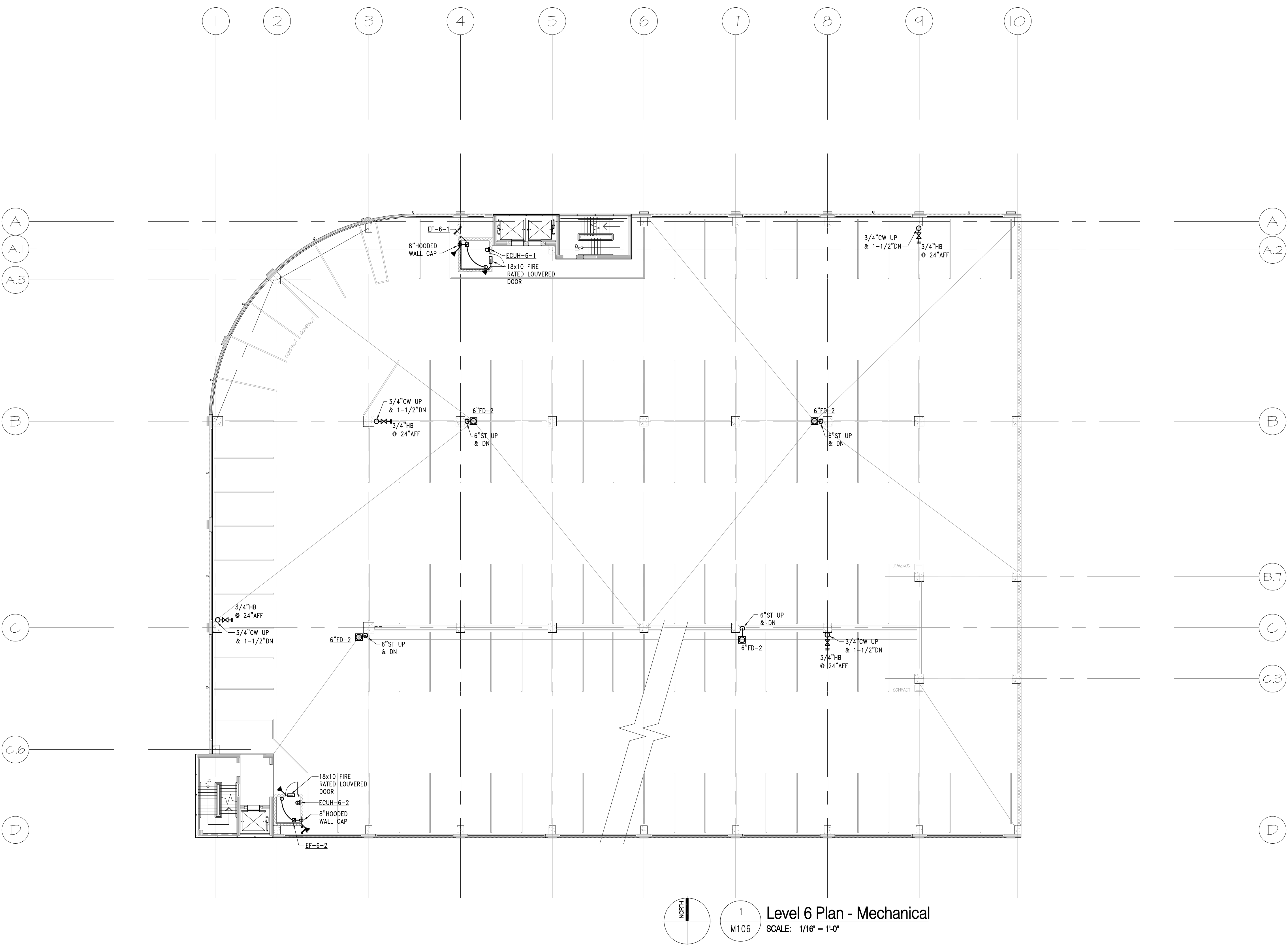
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GENERAL NOTES:

1. PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MONITORING SYSTEM SIMILAR TO ARMSTRONG MODEL AMC-1AD1, 120/1. PROVIDE ALL NECESSARY SENSORS, MONITORS, DETECTORS AND ACCESSORIES FOR A COMPLETE OPERABLE SYSTEM. INTERLOCK MONITORING SYSTEM WITH GARAGE VENTILATION SYSTEM (EF-1 THRU EF-3) AND CONNECT TO EXISTING BUILDING MONITORING SYSTEM. MOUNT DETECTORS 60" ABOVE FLOOR AND PROVIDE COVERAGE PER MECHANICAL CODES AND ASHRAE.
2. PROVIDE PRICING FOR 3 ADDITIONAL ELECTRIC CABINET UNIT HEATERS IN EACH STAIRWELL, ONE ON THIRD FLOOR, FIFTH FLOOR AND ROOF.

KEY NOTES:

- ① PROVIDE 40"x4" GRATED OPENING FOR INTAKE AIR (98000 CFM). COORDINATE EXACT LOCATION WITH ARCHITECTURAL DRAWINGS.
- ② PROVIDE EXHAUST FAN COMPLETE WITH WALL COLLAR, WIRE GUARD. INTERLOCK WITH CARBON MONOXIDE SENSORS IN GARAGE. COORDINATE EXACT LOCATION WITH ARCHITECTURAL DRAWINGS.
- ③ 2"COLD WATER AND 8" FIRE SERVICE FROM UNDERGROUND, EXTEND TO WATER METER AND FIRE RISER.
- ④ PROVIDE 6" DRAIN TILE FOR FOOTING DRAINS, REFER TO STRUCTURAL DRAWINGS FOR EXACT LOCATION.
- ⑤ PROVIDE 3/4" HOSE BIB WITH COMPRESSED AIR FITTING FOR WINTER BLOWDOWN 24" ABOVE FLOOR.
- ⑥ WATER CLOSET, 1 1/2" COLD WATER, 4" WASTE, 2" V.
- ⑦ LAVATORY, 1/2" HOT AND COLD WATER, 1 1/2" WASTE, 1 1/2" VENT.
- ⑧ SERVICE SINK, 3/4" HOT AND COLD WATER, 3" WASTE, 2" V.
- ⑨ 2" VENT DOWN AND UP TO AIR ADMITTANCE VALVE WITH ACCESS BOX IN MECHANICAL SPACE.
- ⑩ MOUNT WATER HEATER (EDWH-1) ON SHELF ABOVE SERVICE SINK, 3/4" HOT AND COLD WATER.
- ⑪ PROVIDE CLEANOUT AT 98.00' FOR FUTURE TENANT ON LEVEL 1.
- ⑫ PROVIDE 1 1/2" VALVED AND CAPPED COLD WATER FOR FUTURE TENANT ON LEVEL 1.
- ⑬ CONNECT NEW 4" STORM TO STUB ON SITE. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS.
- ⑭ CONNECT NEW SANITARY TO STUB ON SITE. PROVIDE MINIMUM 48" OF COVER. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS. REFER TO PLANS FOR SIZE.
- ⑮ PROVIDE CARBON MONOXIDE (CO) AND NITROGEN DIOXIDE (NO2) MOUNTED ON COLUMN 60" ABOVE FINISHED FLOOR.



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Date:	Issued For:
SD	02-20-2019
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ADDENDUM #1	03-21-2019
DECK DESIGN CONCEPT	05-30-2019

Sheet No.:
M106
LEVEL 6 PLAN - MECHANICAL

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- 5 PROVIDE 3/4" HOSE BIB WITH COMPRESSED AIR FITTING FOR WINTER BLOWDOWN 24" ABOVE FLOOR.
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- 8 SERVICE SINK, 3/4" HOT AND COLD WATER, 3" WASTE, 2" V.
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- 11 PROVIDE CLEANOUT AT 98.00' FOR FUTURE TENANT ON LEVEL 1.
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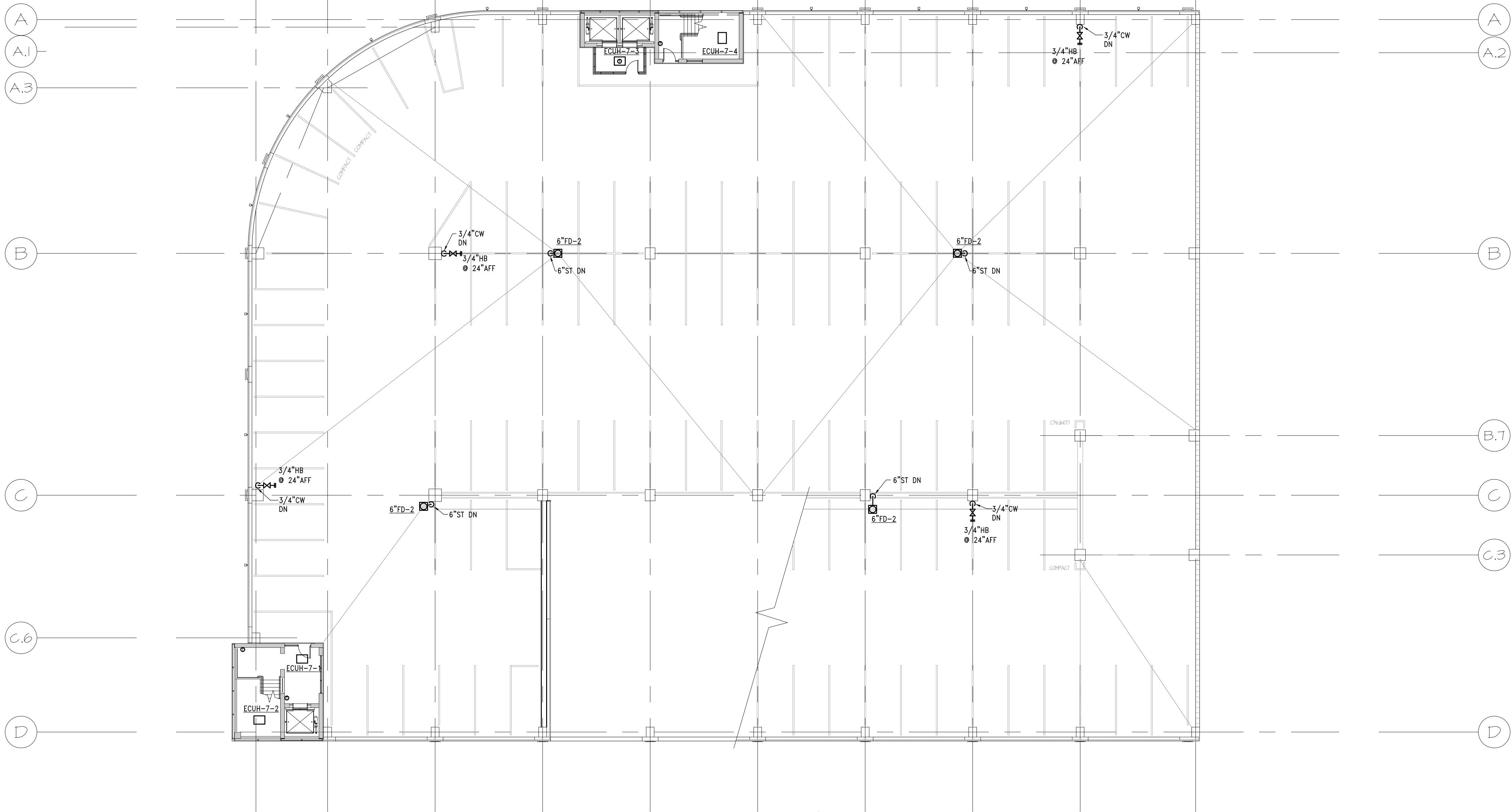
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Sheet No.:
M107
ROOF PLAN - MECHANICAL

1 2 3 4 5 6 7 8 9 10



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M107
Roof Plan - Mechanical
SCALE: 1/16" = 1'-0"

1 2 3 4 5 6 7 8 9 10 11 12

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EXHAUST FAN SCHEDULE											
TAG	MANUFACTURER & MODEL NO.	AREA SERVED	LOCATION	CFM	ESP + WC	RPM	DRIVE TYPE	FAN TYPE	ELECTRICAL		NOTES/ACCESSORIES
									HP OR WATTS	VOLTS/PAGE	
EF-LL1-1	LOREN COOK 42EP428B	GARAGE LEVEL LL1 VENTILATION	WALL	16500	0.500	1185	BELT	PROPELLER WALL	5 HP	480/3	A B C D E G
EF-LL1-2	LOREN COOK 42EP428B	GARAGE LEVEL LL1 VENTILATION	WALL	16500	0.500	1185	BELT	PROPELLER WALL	5 HP	480/3	A B C D E G
EF-LL1-3		LEVEL LL1 EMERG POWER RM		200			DIRECT	CEILING		120/1	
EF-LL1-4		LEVEL LL1 ELCC RM		200			DIRECT	CEILING		120/1	
EF-LL2-1	LOREN COOK 42EP428B	GARAGE LEVEL LL2 VENTILATION	WALL	17000	0.500	1185	BELT	PROPELLER WALL	5 HP	480/3	A B C D E G
EF-LL2-2	LOREN COOK 42EP428B	GARAGE LEVEL LL2 VENTILATION	WALL	17000	0.500	1185	BELT	PROPELLER WALL	5 HP	480/3	A B C D E G
EF-LL3-1	LOREN COOK 42EP428B	GARAGE LEVEL LL3 VENTILATION	WALL	17000	0.500	1185	BELT	PROPELLER WALL	5 HP	480/3	A B C D E G
EF-LL3-2	LOREN COOK 42EP428B	GARAGE LEVEL LL3 VENTILATION	WALL	17000	0.500	1185	BELT	PROPELLER WALL	5 HP	480/3	A B C D E G
EF-LL3-3	LOREN COOK	LEVEL LL3 TOILET / JOUMP ROOM	IN-LINE	550	0.250	750	DIRECT	CEILING	1/2 HP	120/1	B C D F G
EF-6-1		LEVEL 6 ELEVATOR RM		400			DIRECT	CEILING		120/1	
EF-6-2		LEVEL 6 ELEVATOR RM		400			DIRECT	CEILING		120/1	
NOTES AND ACCESSORIES DESIGNATION											
A	PROVIDE WALL COLLAR					E	PROVIDE MOTOR SIDE WIRE GUARD				
B	PROVIDE DISCONNECT SWITCH					F	PROVIDE VIBRATION ISOLATORS				
C	PROVIDE BACKDRAFT DAMPER					G	ACCEPTABLE MANUFACTURERS: COOK, GREENHECK				
D	INTERLOCK WITH CARBON MONOXIDE DETECTOR										

[illegible]

ELECTRIC WATER HEATER SCHEDULE								
TAG	MANUFACTURER & MODEL NO.	LOCATION	CAPACITIES		ELECTRICAL		NOTES/ACCESSORIES	
			STORAGE GALLONS	RECOVERY GPH	TD° F	VOLTS		KW
EDWH-1	LOCHINVAR EJD010ES	LEVEL LL3 JANITOR'S CLOSET	10	7.0	100	120/1	2.0	A B C
NOTES AND ACCESSORIES DESIGNATION								
A	PROVIDE ADJUSTABLE MOUNTING SHELF ABOVE SERVICE SINK							
B	PROVIDE EXPANSION TANK							
C	P & T RELIEF TO SERVICE SINK							

SUMP PUMP SCHEDULE											(PUMP DATA LISTED IS ESTIMATED)		
TAG	MANUFACTURER & MODEL No.	SYSTEM SERVED	LOCATION	TYPE	IMPELLER TYPE	SUMP DIAMETER	SUMP DEPTH	CAPACITIES		MOTOR DATA			NOTES/ACCESSORIES
								GPM	HEAD	HP	VOLTS	RPM	
SP-1	B & G TEC0511	NE ELEVATOR DRAIN TILE	LEVEL B3	DUPLEX	SEMI-OPEN	36"	7'	50	50'	1/2	120/1	3400	A B C D E F G J L
SP-2	B & G TEC0511	SW ELEVATOR DRAIN TILE	LEVEL B3	DUPLEX	SEMI-OPEN	36"	8'	50	50'	1/2	120/1	3400	A B C D E F G J L
SP-3	B & G ZEC1534	LOWER B3 DRAIN TILE	LEVEL B3 EAST PUMP ROOM	DUPLEX	SEMI-OPEN	36"	8'	100	50'	1 1/2	480/3	3500	A B C D E F G J L
SP-4	B & G ZOWST1C7ZC1A	LEVEL B3 SANITARY	LEVEL B3 EAST PUMP ROOM	DUPLEX	SEMI-OPEN	36"	6'	50	50'	1/2	120/1	3500	A B C D E F G J L
NOTES AND ACCESSORIES DESIGNATION													
A	BRONZE IMPELLER			E	QUICK REMOVE FITTINGS				J	SEAL SYSTEM MONITOR			
B	ROUND COVER (GAS TIGHT)			F	CONTROL PANEL				K	PROVIDE GRINDER PUMP			
C	PLASTIC SUMP			G	SUBMERSIBLE EFFLUENT PUMP				L	SEE SPECIFICATIONS			
D	MICRO-SWITCH AND 20" CORD			H	REVERSE FLOW SYSTEM								

PUMP SCHEDULE											
TAG	MANUFACTURER & MODEL NO.	LOCATION	SYSTEM SERVED	TYPE	SIZE	CAPACITIES		MOTOR DATA		NOTES/ACCESSORIES	
						GPM	HEAD	HP	VOLTS		RPM
BP-1	BELL & GOSSETT 13SV4NH14F50	---	DOMESTIC WATER	INLINE	155V	35	185	7.5	480/3	3600	A B C D E
NOTES AND ACCESSORIES DESIGNATION											
A	DISCONNECT SWITCH				D	TRIPLEX BOOSTER PUMP PACKAGE, 50/50/0 LOAD, ONE PUMP TO BE IN 'STANDBY'					
B	ALARM PANEL AND FLOATS CAPABLE TO CONNECT TO BUILDING MANAGEMENT				E	SEE SPECS					
C	PROVIDE WITH VFD										



- A. COORDINATE ALL WORK WITH OTHER TRADES.
- B. BUILDING IS TO BE FULLY SPRINKLERED. SPRINKLER SYSTEM DESIGN AND LAYOUT IS TO BE IN COMPLIANCE WITH NFPA 13. REFER TO SPECIFICATION FOR ADDITIONAL INFORMATION.
- C. DO NOT SCALE THE FIRE PROTECTION DRAWINGS FOR LOCATION OF CEILING MOUNTED SPRINKLER HEADS. ALL CEILING MOUNTED HEADS SHALL BE COORDINATED WITH ARCHITECTURAL CEILING PLANS, UNLESS OTHERWISE NOTED.
- D. ALL SPRINKLERS LOCATED IN LAY-IN CEILINGS SHALL BE CENTERED IN THE MIDDLE OF THE CEILING TIES UNLESS OTHERWISE INDICATED ON THE ARCHITECTURAL SERIES DRAWINGS.
- E. SPRINKLER HEADS ARE TO BE SIMILAR TO TYCO ROYAL FLUSH II UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- F. PRIOR TO START OF ANY CONSTRUCTION, SUBMIT DRAWINGS TO OWNER'S INSURANCE COMPANY AND LOCAL AUTHORITY HAVING JURISDICTION FOR APPROVAL.
- G. ALTHOUGH SOME PREFERRED LOCATIONS OF MAINS ARE SHOWN ADDITIONAL MAINS MAY BE REQUIRED.

- ① 2" COLD WATER AND 8" FIRE SERVICE FROM UNDERGROUND, EXTEND TO WATER METER AND FIRE RISER.
- ② 6" COMBINATION STANDPIPE/FIRE RISER FROM FLOOR BELOW (FFB), TO FLOOR ABOVE (TFA), 1 1/2" FIRE HOSE, 1 1/2" HOSE VALVE PER NFPA 14 AND AUTHORITY HAVING JURISDICTION.
- ③ CONTROL AND TEST VALVE ASSEMBLIES PER NFPA 14 AND AUTHORITY HAVING JURISDICTION.
- ④ DRAIN RISER FROM FLOOR ABOVE (FFA), TO FLOOR BELOW (TfB)
- ⑤ HYDRAULICALLY SIZE A DYE PIPE FIRE PROTECTION SYSTEM FOR ALL PARKING DECK LEVELS PER NFPA 13 AND AUTHORITY HAVING JURISDICTION.



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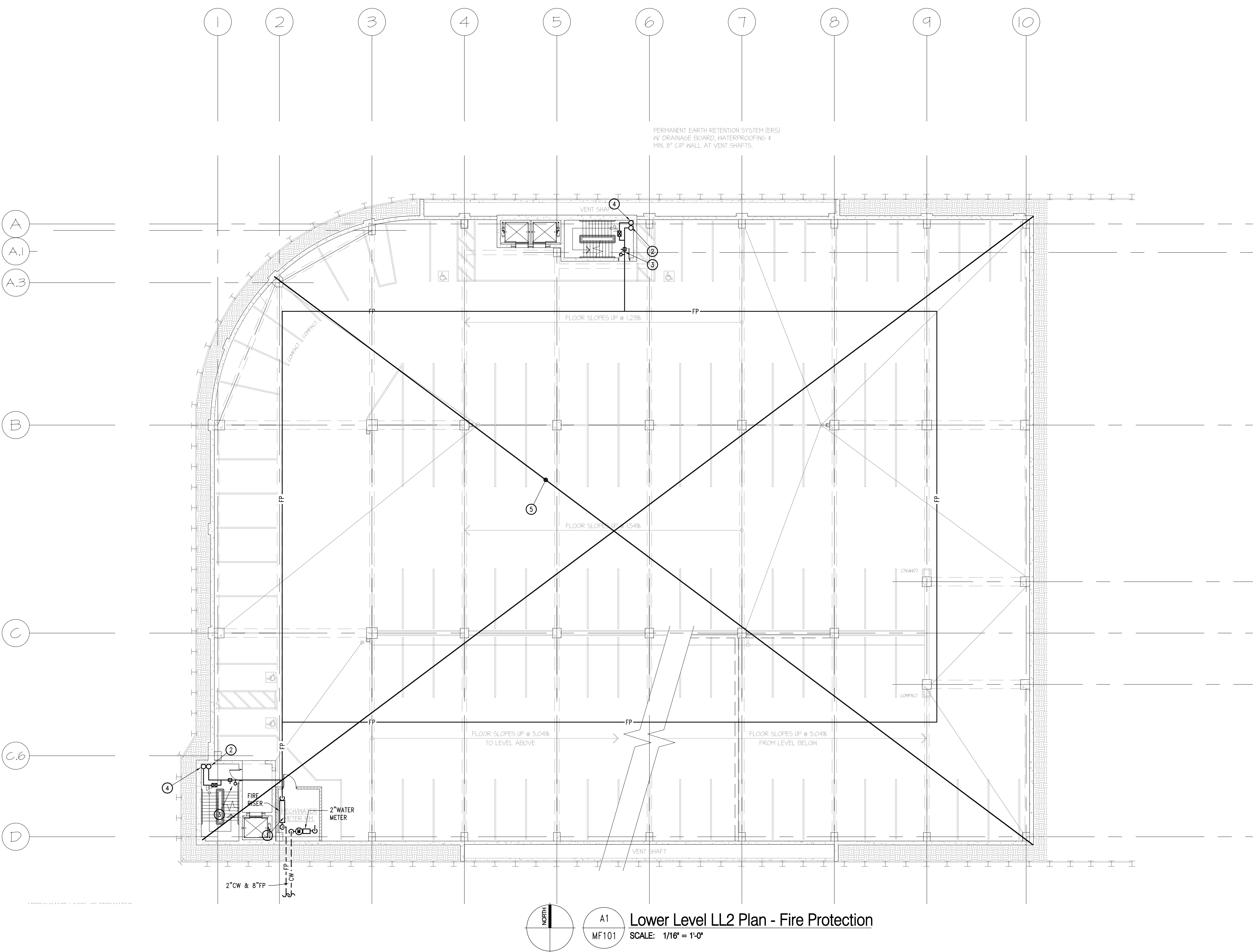
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FIRE PROTECTION GENERAL NOTES:

- A. COORDINATE ALL WORK WITH OTHER TRADES.
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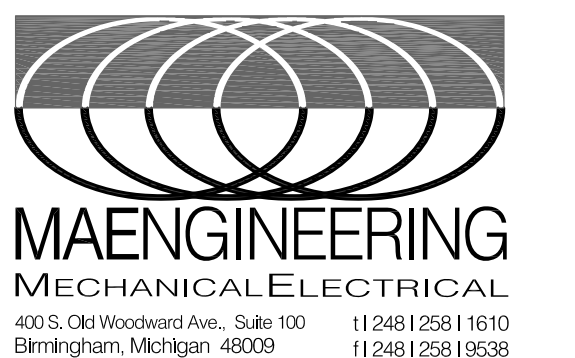
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- ⑤ HYDRAULICALLY SIZE A DRY PIPE FIRE PROTECTION SYSTEM FOR ALL PARKING DECK LEVELS PER NFPA 13 AND AUTHORITY HAVING JURISDICTION.



Lower Level LL2 Plan - Fire Protection

SCALE: 1/16" = 1'-0"



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Sheet No.:
MF101
LOWER LEVEL LL2 PLAN -
FIRE PROTECTION

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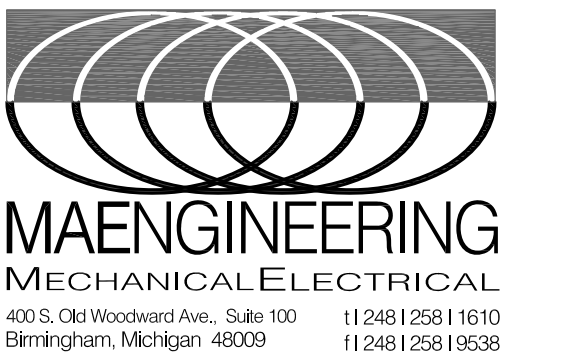
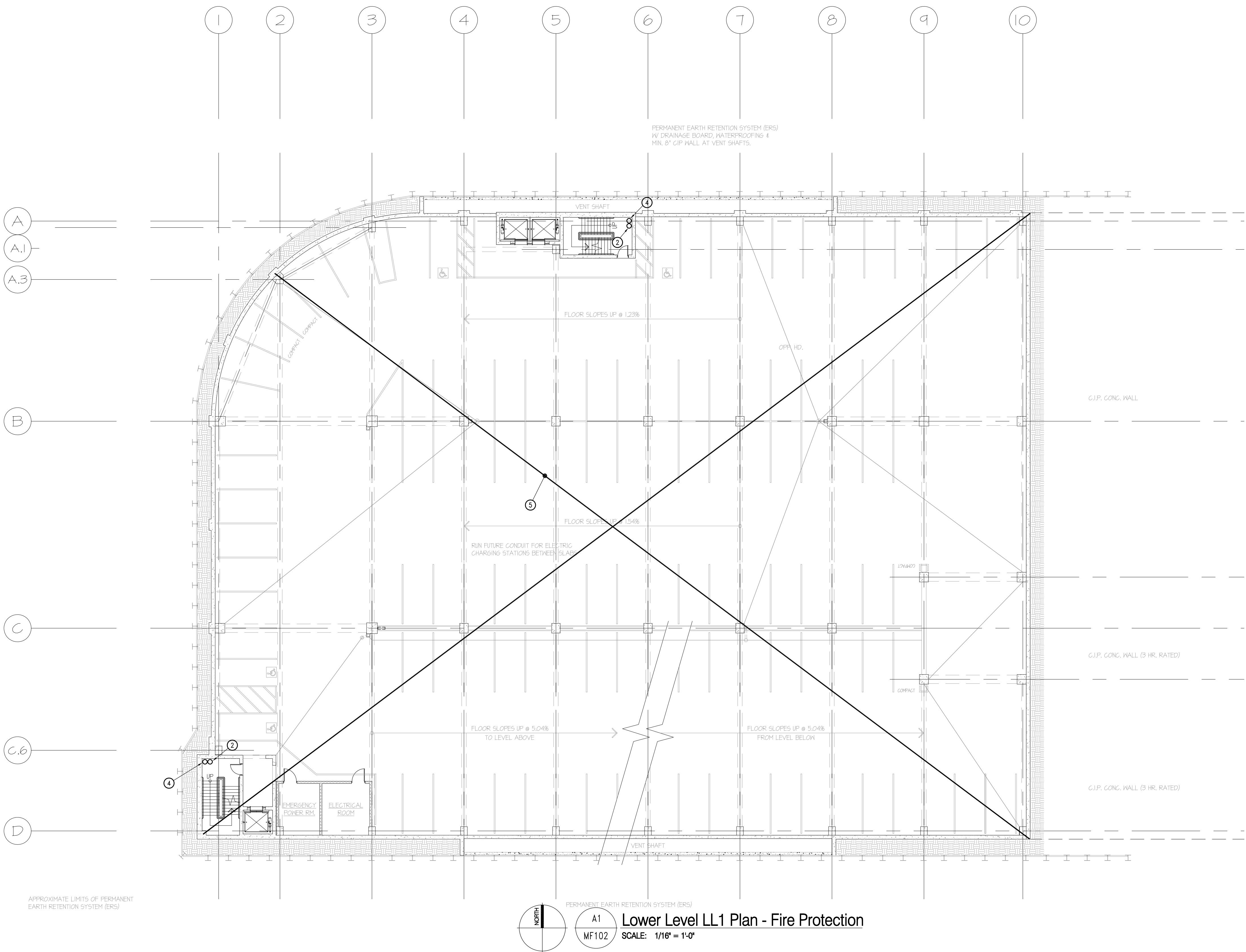
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FIRE PROTECTION GENERAL NOTES:

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Sheet No.:
MF102
LOWER LEVEL LL1 PLAN - FIRE PROTECTION

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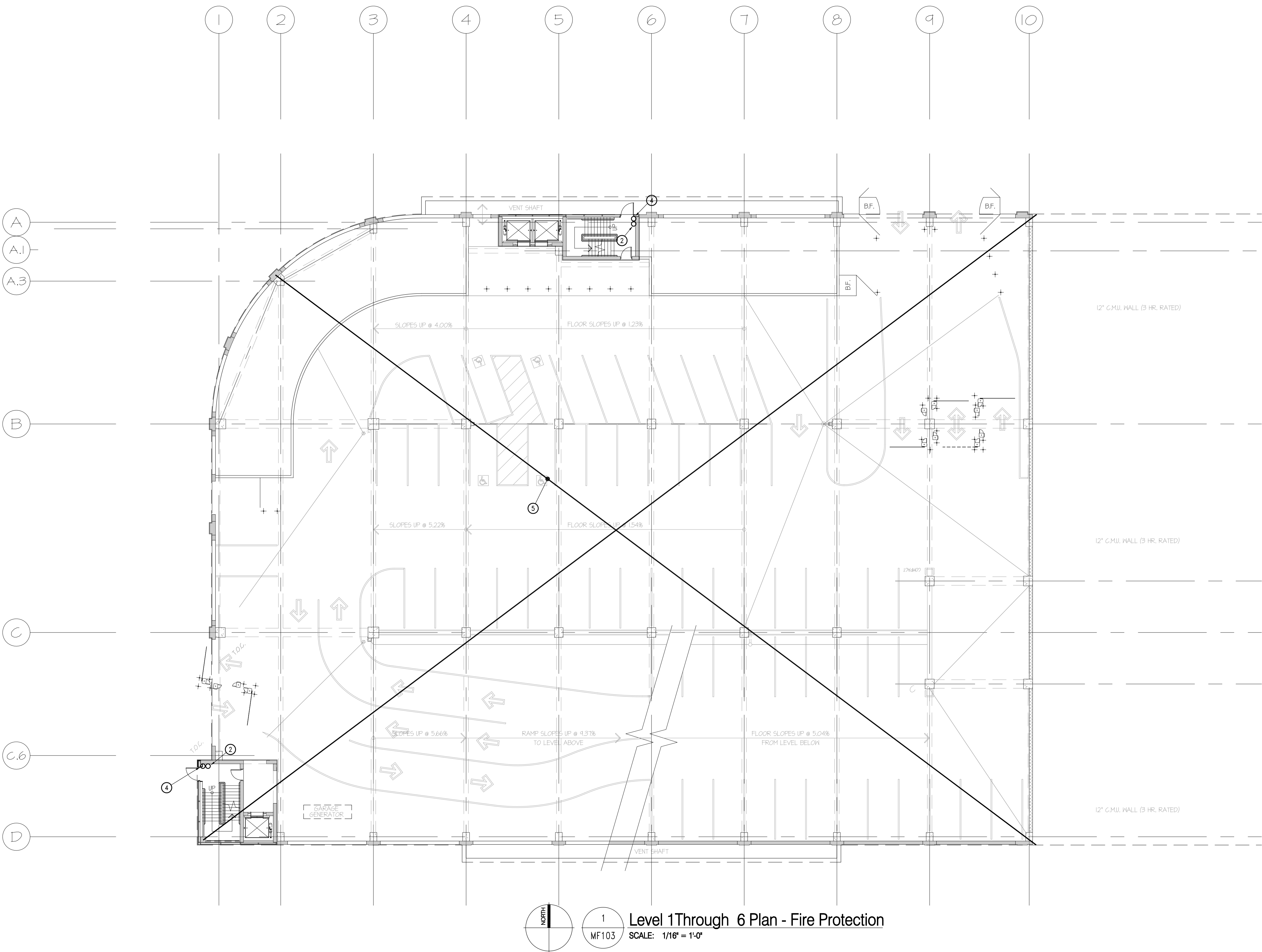
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Sheet No.:
MF103
LEVEL 1 THROUGH 6 PLAN -
FIRE PROTECTION

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ELECTRICAL LEGEND *

FIXTURE TYPE

1x4 LIGHT FIXTURE

FLUORESCENT LIGHTING FIXTURE

H.I.D./INCANDESCENT, COMPACT FLUORESCENT OR LED Ltg. FIXTURE

LIGHT FIXTURE WITH BUILT-IN EMERGENCY BATTERY BACK-UP

NIGHT LIGHT (NL)

WALL MOUNTED LIGHTING FIXTURE

TRACK LIGHTING FIXTURE

EXIT LIGHTING FIXTURE

EMERGENCY LIGHTING UNIT

COMBINATION OF EXIST AND EMERGENCY LIGHTING UNIT

S SINGLE POLE LIGHT SWITCH

S₂ DOUBLE POLE LIGHT SWITCH

S₃ THREE WAY LIGHT SWITCH

S₄ FOUR WAY LIGHT SWITCH

S_K KEY OPERATED SWITCH

S_L LIGHT SWITCH WITH PILOT LIGHT

S_D DIMMER SWITCH, COMPATIBLE WITH LIGHTS CONTROLLED

S₀₃ THREE WAY LIGHT SWITCH WITH DIMMER

S_W WALL SWITCH OCCUPANCY SENSOR (SINGLE POLE)

S₀₂ WALL SWITCH OCCUPANCY SENSOR (DOUBLE POLE)

S₀₀ DIMMER SWITCH WITH WALL OCCUPANCY SENSOR (SINGLE POLE)

S_V LOW VOLTAGE SWITCH (PRESET BUTTON STATION)

S_{V2} ON/OFF & RAISE/LOWER WALL PAD

RELAY PACK WITH 0-10V DIMMING OUTPUT

SS DUAL LEVEL SWITCHING

Φ SINGLE RECEPTACLE

Φ_S DUPLEX RECEPTACLE

Φ_S SHOW WINDOW RECEPTACLE

Φ_W DUPLEX RECEPTACLE WITH GFCI PROTECTION

Φ_Q QUADRUPEX RECEPTACLE

Φ_C SAME AS DUPLEX RECEPTACLE EXCEPT CEILING MOUNTED

Φ_W SAME AS DUPLEX RECEPTACLE EXCEPT SHOW WINDOW TO BE MOUNTED IN WINDOW JAM IF POSSIBLE, OR 2" ABOVE WINDOW COORDINATE WITH OWNER/ARCHITECT PRIOR TO INSTALLATION

Φ_W DUPLEX RECEPTACLE WITH ADDITIONAL USB PORT

Φ_B SAME AS DUPLEX RECEPTACLE EXCEPT HORIZONTALLY WALL BASE MOUNTED AT 2" AFF

○ JUNCTION BOX

○ JUNCTION BOX IN CEILING

○ JUNCTION BOX IN WALL

○ JUNCTION BOX IN FLOOR

○ CONDUIT STUB OUT-OF-CEILING

○ CONDUIT STUB OUT-OF-WALL

○ CONDUIT STUB OUT-OF-FLOOR

○ DUPLEX RECEPTACLE FLOOR MOUNTED

○ SPECIAL PURPOSE RECEPTACLE

○ PUSH BUTTON STATION

○ ELECTRIC CLOCK OUTLET

○ COMBINATION DATA AND TELEPHONE OUTLET

○ DATA OUTLET

○ TELEPHONE ONLY OUTLET

○ MANUAL SINGLE PHASE MOTOR STARTER WITH PILOT LIGHT

○ THREE PHASE COMBINATION MAGNETIC FUSIBLE MOTOR STARTER

○ FUSIBLE DISCONNECT SWITCH

○ NON-FUSIBLE DISCONNECT SWITCH

○ MOTOR - SINGLE PHASE

○ MOTOR - THREE PHASE

○ TRANSFORMER

○ CONTACTOR

○ CARD READER

○ FLUSH POWER ONLY FIRE RATED POKE THRU STYLE FLUSH, DUPLEX RECEPTACLE.

○ FLUSH DATA ONLY FIRE RATED POKE THRU STYLE FLUSH, DATA OUTLET.

○ TWO/THREE GANG FLUSH FLOOR MOUNTED RECTANGULAR METALLIC BOX FIRE RATED TYPE

○ FLUSH POWER/LOW VOLTAGE FIRE RATED POKE THRU STYLE FLUSH, DUPLEX RECEPTACLE & DATA COMPARTMENT.

○ FLUSH POWER/LOW VOLTAGE FIRE RATED POKE THRU STYLE FLUSH, DUPLEX RECEPTACLE, DATA AND AV COMPARTMENT.

○ RECESSED POWER/LOW VOLTAGE FIRE RATED POKE THRU STYLE FLUSH, QUAD RECEPTACLE, DATA AND AV COMPARTMENT.

○ FLUSH FIRE RATED FURNITURE FEED STYLE POKE THRU FLOOR OUTLET, MAKE FINAL CONNECTION TO FURNITURE.

○ JUNCTION BOX FOR FLEXIBLE CONNECTION TO SYSTEMS FURNITURE (P: POWER, D: VOICE/DATA), PROVIDE LIQUIDTIGHT FLEXIBLE METAL CONDUIT WHIPS FOR POWER AND DATA CONNECTION TO SYSTEMS FURNITURE WHIPS TO MATCH CONDUIT SIZES NOTED. PROVIDE 1 1/4" (EXT) FROM BOX FOR DATA TO ABOVE FINISH CEILING. PROVIDE CONDUIT AND WIRING FROM BOX FOR POWER WITH CIRCUITING INDICATED. COORDINATE LOCATION WITH FURNITURE SYSTEM SUPPLIER. PROVIDE COVERPLATE SUITABLE FOR WHIP CONNECTION - MAKE FINAL CONNECTION TO SYSTEMS FURNITURE.

▨ DISTRIBUTION PANEL

■ LIGHTING AND/OR RECEPTACLE PANEL

— GROUND

→ HOMERUN TO LIGHTING PANEL

— TBB — TELEPHONE BACKBOARD

GFR/GFI GROUND FAULT INTERRUPTER

HOA HAND-OFF-AUTOMATIC

UH UNIT HEATER

EF EXHAUST FAN

EWC ELECTRIC WATER COOLER

AFF ABOVE FINISHED FLOOR

WP WEATHERPROOF

RT RAINLIGHT

UFD UNDER FLOOR DUCT

EDH ELECT. DUCT HTR.

FACP FIRE ALARM CONTROL PANEL

LRP LIGHTING RELAY PANEL

DUPLEX CONVENIENCE OUTLET

D.C.O. DOWN FROM ABOVE

D.F.A. ELECTRICAL CONTRACTOR

E.C. GENERAL CONTRACTOR

G.C. CONTROL PANEL

Ⓜ POWER POLE VOICE/DATA/POWER

Ⓜ AUDIO/VISUAL HEAD END EQUIPMENT

Ⓜ TAMPER SWITCH

Ⓜ FLOW SWITCH

Ⓜ SMOKE DETECTOR

Ⓜ DUCT SMOKE DETECTOR

Ⓜ MANUAL FIRE ALARM STATION

Ⓜ FIRE ALARM STROBE

Ⓜ FIRE ALARM HORN/STROBE

Ⓜ TIME SWITCH

Ⓜ BELL

Ⓜ VOLUME CONTROL

Ⓜ INTERCOM OUTLET

Ⓜ SPEAKER

Ⓜ MICROPHONE

Ⓜ TELEVISION OUTLET

Ⓜ PHOTOELECTRIC CONTROLLER

Ⓜ WALL SWITCH WITH AUTOMATIC OCCUPANCY LIGHTING CONTROL SENSOR

Ⓜ WALL SWITCH OCCUPANCY SENSOR (DOUBLE POLE)

Ⓜ LOW VOLTAGE MASTER SWITCH FOR RELAY PANEL CONTROL

Ⓜ WALL MOUNTED OCCUPANCY SENSOR LIGHTING CONTROL

Ⓜ CEILING OR WALL AUTOMATIC OCCUPANCY LIGHTING CONTROL SENSOR

Ⓜ ELECTRIC CLOCK OUTLET

● THIS IS STANDARD SYMBOL LIST - SOME OF THESE SYMBOL MAY NOT APPEAR ON DRAWINGS.

ELECTRICAL SHEET INDEX

SHEET	DESCRIPTION
E001	ELECTRICAL GENERAL NOTES/ INDEX/ LEGEND
E002	ELECTRICAL RISER DIAGRAM
E003	ELECTRICAL PANELS SCHEDULES
E004	ELECTRICAL SPECIFICATIONS
E100	LEVEL LL3 PLAN - ELECTRICAL
E101	LEVEL LL2 PLAN - ELECTRICAL
E102	LEVEL LL1 PLAN - ELECTRICAL
E103	LEVEL 1 PLAN - ELECTRICAL
E104	LEVEL 2 PLAN - ELECTRICAL
E105	LEVEL 3 PLAN - ELECTRICAL
E106	LEVEL 4 PLAN - ELECTRICAL
E107	LEVEL 5 PLAN - ELECTRICAL
E108	LEVEL 6 PLAN - ELECTRICAL
E109	ROOF PLAN - ELECTRICAL
ES100	ELECTRICAL SITE PLAN - NEW WORK/ SITE POWER DISTRIBUTION

LIGHTING FIXTURE SCHEDULE *:

- * FIXTURES LABELED "EM" ARE FIXTURES WIRED TO EMERGENCY POWER (EGRESS LIGHTS).

"A" LED SURFACE MOUNTED PARKING STRUCTURE LIGHT FIXTURE, LOW PROFILE DESIGN, 19" DIAMETER X 4.1" HIGH, NATURAL ALUMINUM FINISH, 120/277V, 43W, 6000 DELIVERED LUMENS, 4000K, INTEGRAL MOTION/AMBIENT SENSOR PRE PROGRAMMED FOR 35% OUTPUT WHEN NO OCCUPANCY, 5 YEAR WARRANTY. LITHONIA #VCPG-LED-P3-40K-TSM-MVOLT-SRM-PIR3FC3V-DNAXD OR APPROVED EQUAL.

"AEM" SAME AS "A" EXCEPT WITHOUT MOTION/AMBIENT SENSOR, WIRED AS NIGHT LIGHT WIRED TO EMERGENCY POWER FOR EGRESS LIGHTING.

"B" LED SURFACE MOUNTED FIXTURE (WALL MOUNTED IN STAIRWELLS AND CEILING MOUNTED EVERYWHERE ELSE), 4"D X 7.25"W X 4" LONG, POLYCARBONATE, WHITE POWDER COAT FINISH, INTEGRAL OCCUPANCY SENSOR, 40W, 120/277V, 3440 DELIVERED LUMENS, 4000K COLOR. NEW STAR #STWL-4-T-L2L-40-UN-OC OR APPROVED EQUAL.

"BEM" SAME AS "B" EXCEPT WITH 50% STEP DIMMING OPTION FOR 50% LUMEN OUTPUT WITHOUT OCCUPANCY AND 100% DURING OCCUPANCY AND WIRED TO EMERGENCY POWER. NEW STAR #STWL-4-T-L2L-40-UN-OC-SD2 OR APPROVED EQUAL.

"C" LED SURFACE MOUNTED STRIP FIXTURE, 4' LONG, FINISHED HOUSING, WHITE FINISH, POLYCARBONATE LENS, 40W, 120-277V INPUT VOLTAGE, 0-10V DIMMING, 4000 LUMENS, 4000K. CREE #LS4-40L-40K-10V OR APPROVED EQUAL.

"CEM" SAME AS "C" EXCEPT WIRED TO EMERGENCY POWER.

"D" OUTDOOR LIGHTING FIXTURE, SINGLE HEAD, RUGGED CAST ALUMINUM HOUSING WITH AN INTEGRAL WEATHER TIGHT LED DRIVER COMPARTMENT, SLIM, LOW PROFILE DESIGN, 120/277V, 86W, 4000K COLOR, SILVER FINISH, INTEGRAL OCCUPANCY SENSOR AND PROGRAMMABLE MULTI-LEVEL CONTROL, WITH DIRECT ARM ADAPTOR. CREE #DSO-A-NM-SME-B-40K-UL-SV-PML2-DABZ OR APPROVED EQUAL.

"DEM" SAME AS "D" EXCEPT WIRED TO EMERGENCY POWER.

"E" SAME AS FIXTURE TYPE "D" EXCEPT WITH TWIN HEAD.

"EEM" SAME AS "E" EXCEPT WIRED TO EMERGENCY POWER.

"F" LED WALL MOUNTED LIGHT FIXTURE, TRAPEZOID SHAPE LOW PROFILE 13"W X 8.5"D X 6.5"H, WET LOCATION LISTED, DOWNLIGHT ONLY, 120V-277V INPUT DRIVER, 30W SYSTEM PRODUCING 2800 LUMENS, 4000K, TYPE 4 FORWARD DISTRIBUTION, PLATINUM FINISH. HUBBELL LIGHTING #TRP1-12L-30-4K7-4-U-PS OR APPROVED EQUAL.

"FEM" SAME AS "F" EXCEPT BUILT-IN PHOTO CELL AND WIRED TO EMERGENCY POWER.

"X" WET LOCATION RATED EMERGENCY EXIT SIGN, WET LOCATION LISTED, -20°C TO 50°C, WHITE HOUSING, POLYCARBONATE GASKETED HOUSING AND LENS, BRIGHT RED LED LIGHT, SINGLE FACE, 120/277V, 2.7W INCLUDE LONG-LIFE 4.8VDC NICAD BATTERY FOR 90MIN OPERATION, TEST SWITCH WITH AC-ON INDICATOR, 14HR RE-CHARGE. HUBBELL LIGHTING COMPASS #CEVSR OR APPROVED EQUAL.

GENERAL KEY NOTES (APPLIES TO ALL FLOORS):

- ALL HALF SHADED TYPE "AEM" FIXTURES ARE EMERGENCY FIXTURES WIRED TO EMERGENCY CIRCUIT FROM GENERATOR, PROVIDE ONE 20A-277V CIRCUIT FROM PANEL LP-H TO EACH FLOOR FOR NORMAL LIGHTING FIXTURES.
- PROVIDE ONE 20A-277V CIRCUIT FROM PANEL LP-H TO EACH FLOOR FOR NORMAL LIGHTING FIXTURES.
- PROVIDE 120V EMERGENCY POWER FOR ALL CO DETECTORS ON LEVELS LL3, LL2 AND LL1.
- PROVIDE COMPLETE FIRE ALARM SYSTEM FOR THE ENTIRE BUILDING, REFER TO SPECIFICATION FOR SCOPE OF WORK.
- PROVIDE LIGHTNING PROTECTION SYSTEM FOR BUILDING, CONSULT A CERTIFIED LIGHTNING PROTECTION AGENCY AND PROVIDE SYSTEM AS RECOMMENDED.
- PROVIDE COMPLETE EMERGENCY RESPONDER RADIO REPEATER SYSTEM AS REQUIRED BY CITY OF BIRMINGHAM.



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Project:
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BATES ST., BIRMINGHAM MI
48009

Date:	Issued For:
SD	02-20-2019
50% DESIGN DEVELOPMENT	03-13-2019
DECK DESIGN CONCEPT	05-30-2019

Sheet No.:

E001

ELECTRICAL GENERAL NOTES/
INDEX/ LEGEND

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ROOF

LEVEL 6

LEVEL 5

LEVEL 4

LEVEL 3

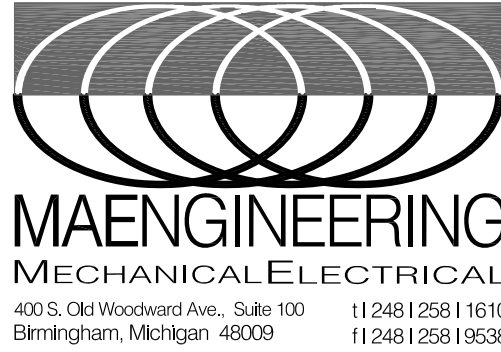
LEVEL 2

LEVEL B2

LEVEL B3

- NOTES:
- BOND ALL CONCRETE ENCASED ELECTRODES OF THE NEW BUILDING PORTION TO THE GROUNDING ELECTRODE SYSTEM. ONLY ONE IS SHOWN IN DETAIL. COORDINATE WITH CONCRETE INSTALLER TO PROVIDE ELECTRODES WHICH REMAIN ACCESSIBLE AFTER POUR FOR BONDING.
 - EXACT LOCATIONS AND REQUIREMENTS FOR ALL EQUIPMENT SHALL BE VERIFIED WITH ARCHITECT/OWNER AND EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.
 - ELEVATOR DISCONNECT (CIRCUIT BREAKERS) SHALL BE EQUIPPED WITH SHUNT TRIP TO OPEN UPON ACTIVATION OF EITHER MACHINE ROOM, SMOKE DETECTOR AND/OR SPRINKLER FLOW SWITCH AS REQUIRED BY ICC.E.
 - PROVIDE (6)-RELAY LIGHTING CONTROL PANEL FOR AUTOMATIC LIGHTING CONTROL.

1 Electrical Riser Diagram
E002 SCALE: N.T.S.



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STRUCTURE**
BATES ST., BIRMINGHAM MI
48009

Date:	Issued For:
SD	02-20-2019
50% DESIGN DEVELOPMENT	03-13-2019
ALTERNATE-1 REV-1	04-02-2019
DECK DESIGN CONCEPT	05-30-2019

Sheet No.:

E002
ELECTRICAL RISER DIAGRAM

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PANELBOARD: LP-EM				MOUNTING: SURFACE MOUNTED				
VOLTAGE: 480Y/277V, 3 PHASE, 4 WIRE + G				AIC: 14000				
MAIN: 100 A MLO				FEEDER:				
LOCATION: EMERGENCY POWER ROOM				SPD EQUIPPED: YES				
Circ No	Breaker	Trip	Location	Load Information Description	Code	Connected VA		
						Phase A	Phase B	Phase C
3				T-EMV RP-EMA				
5		25						
7	1	20	SPARE					
9	1	20	SPARE					
11	1	20	SPARE					
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59	1	20	SPARE					
61	3							
63		150						
65	3			ATS-EM LP-EM				
67								
69								
71								
73	100							
75	3			ELEVATOR-1				
77								
79	90							
81	3			ELEVATOR-2				
83								
85	90							
87	3							
89		25		T-A				
91								
93	1	20	SPARE					
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443	1	20	SPARE					
445	1	20	SPARE					
447	1	20	SPARE					
449	1	20	SPARE					
451				CONNECTED KVA:	0			
453				CONNECTED AMPS:	0	Phase Watts:	0	0
455				DEMAND KVA:	0			
457				DEMAND AMPS:	0			

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A

ELECTRICAL SPECIFICATIONS

GENERAL REQUIREMENTS:

ALL WORK SHALL BE IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE, LATEST EDITION, AND ALL LOCAL AND STATE AUTHORITIES HAVING JURISDICTION THEREOF.

ALL EQUIPMENT SHALL BE SPECIFICATION GRADE AND SHALL HAVE U.L. LABEL FOR INTENDED USE.

ELECTRICAL SYSTEMS SHALL BE COMPLETE IN EVERY DETAIL, INCLUDING ALL INCIDENTAL ITEMS FOR A PROPER AND FUNCTIONING INSTALLATION SUBJECT TO FINAL APPROVAL OF ARCHITECT/ENGINEER.

ALL REQUIRED PERMIT AND INSPECTIONS SHALL BE OBTAINED BY CONTRACTOR AND SUCH COSTS SHALL BE INCLUDED IN HIS BID PRICE FOR THIS WORK.

PROVIDE UL LISTED SYSTEM FOR FIRE STOPPING PENETRATIONS THROUGH FIRE RATED ASSEMBLIES. PROVIDE SYSTEM WITH EQUAL OR GREATER RATING THAN ASSEMBLY. REFER TO ARCHITECTURAL DOCUMENTS FOR RATINGS AND LOCATIONS OF ASSEMBLIES.

EXAMINATION OF SITE IS MANDATORY. CONTRACTOR IS HEREBY HELD TO HAVE EXAMINED THE SITE AND HAVE INCLUDED IN HIS BID PRICE ALL COSTS DUE TO SITE AND FIELD CONDITIONS.

COMPLETE IDENTIFICATION OF PROJECT ELECTRICAL COMPONENTS IS REQUIRED. IDENTIFY ALL PANELS, DISCONNECTS, CONTROL DEVICES, ETC., WITH THE NOMENCLATURE INDICATED ON THE DOCUMENTS AND WITH POWER SOURCE AND ELECTRICAL RATINGS USING PLASTIC LAMINATE NAMEPLATE. INSTALL TYPEWRITTEN DIRECTORIES OF ALL CIRCUITS ON INSIDE OF PANELS. IDENTIFY WIRING DEVICE COVERPLATES WITH PANELBOARD AND BRANCH CIRCUIT NUMBER SERVING DEVICE. E.G. "A-15" PROVIDE 1/2" MACHINE-WRITTEN BLACK LETTERING ON CLEAR PLASTIC ADHESIVE TAPE. LOCATE ON BOTTOM FRONT OF COVERPLATE, CENTERED BELOW WIRING DEVICE(S). SUBMIT SAMPLE OF LABELED TAPE WITH WIRING DEVICE/COVERPLATE SUBMITTAL. SAMPLE MAY BE ADHERED TO PAPERWORK IN SUBMITTAL, RATHER THAN TO A COVERPLATE.

PROVIDE TEMPORARY POWER AND LIGHTING DURING CONSTRUCTION. REMOVE TEMPORARY WIRING UPON COMPLETION OF THE PROJECT. TEMPORARY SERVICES SHALL BE AS REQUIRED, BY N.E.C. AND OSHA.

GROUND CONTINUITY SHALL BE MAINTAINED THROUGHOUT THE ELECTRICAL SYSTEM. INSTALL EQUIPMENT GROUNDING CONDUCTOR WITH EVERY CIRCUIT.

COORDINATE SIZE AND LOCATION OF ANY REQUIRED ACCESS PANELS IN WALLS OR FINISHED CEILINGS WITH ARCHITECT PRIOR TO INSTALLATION.

WARRANTY:

UNLESS A LONGER PERIOD IS SPECIFIED IN INDIVIDUAL PARAGRAPHS, PROVIDE A MINIMUM OF A ONE YEAR WARRANTY ON ALL ELECTRICAL WORK BEGINNING THE DATE OF FINAL ACCEPTANCE OF THE PROJECT BY THE OWNER.

SUBMITTALS:

SUBMIT SHOP DRAWINGS FOR ALL MAJOR COMPONENTS OR SYSTEMS OF THE PROJECT. SUBMIT ADDITIONAL SHOP DRAWINGS IF REQUESTED BY ENGINEER.

NO APPARATUS OR EQUIPMENT SHALL BE SHIPPED FROM STOCK OR FABRICATED UNTIL SHOP DRAWINGS FOR SAME HAVE BEEN STAMPED "REVIEWED" OR "REVIEWED AS NOTED." SUBMIT DATA REQUIRED FOR TRANSFORMERS SUCH AS EFFICIENCY, REGULATION, CORE LOSS AND SOUND LEVELS. (SEE APPLICABLE SECTIONS).

SUBMIT SYSTEM COMPONENTS, PRODUCT DATA AND SHOP DRAWINGS COMPLETE FOR EACH SYSTEM UNDER ONE SUBMITTAL. DO NOT BREAK OUT EQUIPMENT FOR ONE SYSTEM BETWEEN MULTIPLE SUBMITTALS.

ALL SHOP DRAWINGS MUST BE CLEARLY MARKED TO SHOW EQUIPMENT SUBMITTALS AND ANY DEVIATIONS FROM SPECIFICATIONS SHALL BE NOTED THEREON. DO NOT INCLUDE ONLY MODEL NUMBERS TO IDENTIFY SUBMITTED EQUIPMENT. STRIKE OUT ANY INFORMATION ON PRODUCT DATA THAT IS NOT PROJECT SPECIFIC, AND EDIT RELEVANT INFORMATION TO SHOW ACTUAL EQUIPMENT SUBMITTED. ELECTRICAL CONTRACTOR MUST SIGN AND APPROVE ALL SHOP DRAWINGS PRIOR TO SUBMITTAL.

UNIQUELY NUMBER EACH PAGE IN SUBMITTAL.

IF DIFFERENT SYSTEMS ARE INCLUDED IN ONE SUBMITTAL, CLEARLY SEPARATE INFORMATION AND PROVIDE DIFFERENT SUB-NUMBERING OF SYSTEMS. SHOP DRAWINGS THAT ARE INCOMPLETE, UNDESIGNED AND NOT PLAINLY MARKED WILL NOT BE REVIEWED.

UTILITY SERVICES (NEW BUILDINGS):

ELECTRIC SERVICE TO THE SITE WILL BE UNDERGROUND, SECONDARY METERED SERVICE AT THE VOLTAGE INDICATED ON DRAWINGS. SERVICE WILL BE PROVIDED BY THE DETROIT Edison COMPANY. POWER COMPANY WILL PROVIDE AND INSTALL PRIMARY CABLE, SERVICE TRANSFORMER AND WILL MAKE FINAL CONNECTIONS.

TRADE CONTRACTOR SHALL INSTALL TRANSFORMER PAD AND GROUNDING PER UTILITY STANDARD DRAWINGS, UNDERGROUND DUCT BANKS AND ALL SECONDARY WIRING FROM TRANSFORMER TO BUILDING POWER EQUIPMENT. ALL EXCAVATION, TRENCHING AND BACKFILLING SHALL BE PROVIDED BY TRADE CONTRACTOR.

CONSULT UTILITY COMPANIES PROVIDING SERVICE TO THIS PROJECT AND COMPLY WITH THEIR REQUIREMENTS. INCLUDE ANY UTILITY COMPANY CHARGES IN BASE BID PRICE.

TELEPHONE SERVICE WILL BE PROVIDED BY THE TELEPHONE COMPANY. PROVIDE TELEPHONE SERVICE CONDUIT FROM SERVICE POINT TO TELEPHONE SERVICE EQUIPMENT (TELEPHONE BOARD OR CABINET) WITHIN BUILDING. COORDINATE CONDUIT TERMINATION WITH TELEPHONE COMPANY.

MICHIGAN UNIFORM ENERGY CODE:

THIS IS A PERFORMANCE BASED DESIGN-BUILD SPECIFICATION.

THE INTENT OF THIS SPECIFICATION ITEM IS FOR FULL COMPLIANCE WITH THE REQUIREMENTS OF THE MICHIGAN UNIFORM ENERGY CODE 2015 AND RELATED AGREEMENTS AS THEY APPLY TO THE ABOVE RE 90.1-2013 STANDARD, REFER TO PLANS FOR DETAILS AND REQUIREMENTS FOR EACH SPACE AND/OR AREA.

DESIGN AND PROVIDE A COMPLETE LIGHTING CONTROL SYSTEM PER MANUFACTURER'S RECOMMENDATION. INDICATE ALL COMPONENTS ON PLAN FOR REVIEW AND APPROVAL AS PART OF THE LIGHTING PACKAGE SUBMITTAL DOCUMENTATION. COORDINATE WITH ARCHITECTURAL TRADES TO PROVIDE CEILING ACCESS PANELS WHERE REQUIRED.

ELECTRICAL EQUIPMENT AND DEVICES:

STEP DOWN TRANSFORMERS SHALL BE GENERAL PURPOSE, DRY TYPE, SELF AIR COOLED, TWO WINDING, UL CLASS 185 INSULATION (115 DEGREE C RISE, 30 DEGREE C HOT SPOT, AND 40 DEGREE C AMBIENT) WITH STANDARD FULL CAPACITY TAPS. VOLTAGE AND KVA AS INDICATED. MANUFACTURER'S RE. WESTINGHOUSE, SQUARE D, OR APPROVED EQUAL. PROVIDE GROUNDING OF TRANSFORMERS AS SEPARATELY DERIVED SOURCES PER NEC ARTICLE 250.30. INCLUDE INSULATION CLASS IN SUBMITTAL INFORMATION.

RECEPTACLES SHALL BE SPECIFICATION GRADE, GROUNDING TYPE, 2-POLE, 3-WIRE, AND POLARIZED. RECEPTACLES IN GENERAL SHALL BE 15A, 125 V., HUBBELL #HBL352 OR EQUAL MOUNTED 18" AFF EXCEPT AT COUNTERS WHERE THEY SHALL BE 6" ABOVE COUNTER AND IN TOILET ROOMS AT 48" AFF. RECEPTACLES ON SINGLE CIRCUIT SHALL BE 20 AMPERES, HUBBELL #HBL352. HIGH AMPERE RATINGS AND VOLTAGES ARE INDICATED ON DRAWINGS.

RECEPTACLES DESIGNATED "GR" SHALL BE GROUND FAULT RECEPTACLES, SIMILAR TO HUBBELL #GF-3562. FOR OUTDOOR OR WET LOCATIONS, PROVIDE WEATHERPROOF BOX AND GASKETED COVER PLATE. WIRE "GR" RECEPTACLES FOR SELF PROTECTION AND NOT DOWNSTREAM PROTECTION OF OTHER WIRING DEVICES.

SWITCHES SHALL BE SINGLE POLE, TWO POLE, OR THREE-WAY, AS INDICATED, TOGGLE TYPE, 20A, 120/277V., QUIET TYPE, HUBBELL #1221/1222/1223 OR EQUAL. PILOT TYPE SWITCHES HUBBELL #1251.

WIRING DEVICE COLORS SHALL BE AS SELECTED BY THE OWNER/ARCHITECT.

DEVICE COVER PLATES SHALL BE OF TYPE AND NUMBER OF GANGS FOR DEVICES INSTALLED. SMOOTH EDGED 302/304 GRADE BRUSHED STAINLESS STEEL. PROVIDE BRANCH CIRCUIT IDENTIFICATION ON ALL COVERPLATES AS SPECIFIED UNDER "GENERAL REQUIREMENTS." COVERPLATES FOR DEVICES CONNECTED TO THE EMERGENCY SYSTEM SHALL ALSO BE FACTORY LABELED WITH BLACK LETTERING TO READ "EMERGENCY."

PROVIDE TELEPHONE/DATA OUTLETS AND STUBS AS INDICATED. TELEPHONE/DATA OUTLETS SHALL CONSIST OF TWO GANG OUTLET BOX WITH PLASTER RING AND NO COVER PLATE. JACK AND COVER PLATE ARE SUPPLIED BY OTHERS. HEIGHT OF OUTLET FOR DESK PHONE IS 18" AFF AND FOR WALL PHONE 48" AFF. TELEPHONE/DATA OUTLETS SHALL CONTAIN OF 3/4" CONDUIT FROM OUTLET TO AN ACCESSIBLE PORTION OF CEILING SPACE. TERMINATE WITH INSULATING BUSHING.

TIME SWITCHES SHALL BE ELECTRONIC, PROGRAMMABLE, FOUR CHANNEL, FULL YEAR OR SEVEN DAY PROGRAMMING, NI-CAD BATTERY BACK-UP WITH CHARGER, 365 DAY ASTRO DIAL AND MOMENTARY FEATURE FOR ALL CIRCUITS, WITH AUTOMATIC DAYLIGHT SAVINGS AND LEAP YEAR ADJUSTMENT AND SEASONAL PROGRAMMING, TORK D23-400A GENERAL PURPOSE.

CONDUCTORS:

ALL CONDUCTORS SHALL BE SOFT-DRAWN COPPER OF SIZES INDICATED ON THE DRAWINGS. ALL CONDUCTORS SHALL BE INSULATED FOR 600 VOLTS AND WITH 75 DEGREES (CENTIGRADE) CODE GRADE INSULATION.

CONDUCTORS SIZED #10 AND SMALLER SHALL BE SOLID. ALL CONDUCTORS LARGER THAN #10 SHALL BE MADE UP OF STRANDED SINGLE CONDUCTOR CABLE. CONDUCTORS SHALL HAVE THIN OR THIN INSULATION AS APPLICABLE. CONDUCTORS IN UNDERGROUND CONDUIT AND FOR SERVICE ENTRANCE CONDUCTOR SHALL HAVE XHHW OR THIN INSULATION.

#12 AWG SHALL BE THE MINIMUM WIRE SIZE ALLOWED EXCEPT #14 AWG MAY BE USED FOR CONTROL WIRING.

TYPICAL BRANCH CIRCUITS FROM 20A, 1-POLE BRANCH OVERCURRENT DEVICES ARE 1/2" C, 2 #12 AND 1 # 12G.

I

J

STARTERS, SAFETY SWITCHES, FUSES AND HEATERS:

MANUAL MOTOR STARTERS SHALL BE 600V TOGGLE TYPE WITH THERMAL OVERLOAD ELEMENT FOR MOTOR PROTECTION. STAINLESS STEEL COVER PLATE AND PILOT LIGHT; FLUSH IN ALL AREAS EXCEPT IN UNFINISHED SPACES. CONTRACTOR TO COORDINATE AND PROVIDE QUANTITY OF POLES AS REQUIRED FOR BRANCH CIRCUIT AND LOAD SERVED. MANUAL MOTOR SWITCHES SHALL BE THE SAME AS MANUAL STARTERS EXCEPT WITHOUT OVERLOADS AND USED AS DISCONNECTING MEANS.

MAGNETIC MOTOR STARTERS SHALL BE 400 VOLT 3-PHASE WITH 3 THERMAL OVERLOAD ELEMENTS, NOA SWITCH AND RESET BUTTON IN COVER AND GREEN RUNNING PILOT LIGHT, NEMA ENCLOSURE AND SIZE AS INDICATED. COMBINATION STARTERS SHALL HAVE BUILT-IN FUSED DISCONNECT. PROVIDE START-STOP PUSH BUTTONS FOR USE BY HAND (MANUAL) MODE.

PROVIDE THERMAL ALLOY MELTING TYPE HEATER ELEMENTS FOR ALL MOTORS BASED ON MOTOR NAMEPLATE DATA.

SAFETY AND DISCONNECT SWITCHES SHALL BE 250 OR 400 VOLTS AS REQUIRED, HEAVY DUTY, TWO OR THREE POLE, "QUICK-MAKE", "QUICK-BREAK" SWITCH MECHANISM AND COVER INTERLOCK. SWITCHES SHALL BE FUSED OR UNFUSED AS INDICATED AND SHALL HAVE PAD LOCK PROVISIONS, WITH NEMA TYPE ENCLOSURE FOR LOCATION USED. SWITCHES SHALL BE SQUARE "D" CLASS 3110 OR APPROVED EQUAL.

PROVIDE ALL NECESSARY FUSES AND REPLACE ALL THOSE BLOWN DURING CONSTRUCTION. ALL FUSES SHALL BE THE LAG, DUAL ELEMENT, RUSSMAN LOW PEAK YELLOW OR EQUAL.

PANELBOARDS:

MAIN DISTRIBUTION PANEL SHALL BE FUSE-SWITCH TYPE, BRACED FOR 85,000 A.I.C. MINIMUM. DEAD FRONT CONSTRUCTION. VOLTAGE, PHASE, AMPERE RATING, AND DEVICES SHALL BE AS INDICATED ON THE DRAWINGS. MAIN DISTRIBUTION PANEL SHALL HAVE SERVICE ENTRANCE LABEL.

LIGHTING PANELS SHALL BE OF VOLTAGE, PHASE, SERVICE AND NUMBER OF WIRES INDICATED ON THE DRAWINGS. BREAKERS SHALL BE THERMAL MAGNETIC, TOP FREE, SINGLE OR MULTIPOL, BOLTED DESIGN, MOLDED CASE, MINIMUM 10,000 A.I.C. AT 240 VOLTS OR 14,000 A.I.C. AT 277 VOLTS UNLESS OTHERWISE INDICATED ON THE DRAWINGS OR AS SCHEDULED.

LIGHTING PANELS RATED FOR 277/480V, 3-PHASE, 4W SERVICE SHALL BE SQUARE D TYPE "N" OR EQUAL AND THOSE RATED FOR 120/208V, 3-PHASE, 4-WIRE SERVICE SHALL BE SQUARE D TYPE "RQD" OR EQUAL. LOAD CENTERS ARE NOT PERMITTED. PROVIDE ARC-FAULT CIRCUIT INTERRUPTER (AFCI) BREAKERS ON ALL BRANCH CIRCUITS SERVING DWELLING UNIT BEDROOMS AND IN NON-DWELLING UNIT SLEEPING AREAS. AFCI CIRCUIT BREAKERS ARE NOT SPECIFICALLY INDICATED ON PANEL SCHEDULES.

CONTRACTOR, MANUFACTURER MAY RE-ARRANGE CIRCUIT ORDER IN PANELS, HOWEVER CIRCUIT NUMBERS FROM PANELBOARD SCHEDULES IN CONTRACT DOCUMENTS MUST BE INDICATED ON ANY SUBMITTED PANELBOARD ELEVATIONS, DRAWINGS, TABLES AND SCHEDULES.

SHORT CIRCUIT AND ARC FLASH:

CONTRACTOR IS TO FURNISH SHORT CIRCUIT AND ARC FLASH CALCULATIONS FOR ALL NEW DISTRIBUTION EQUIPMENT AND FOR ALL MODIFIED EXISTING DISTRIBUTION EQUIPMENT FROM THE SERVICE CONNECTION POINT DOWN TO THE PANELBOARD LEVEL. THE CALCULATIONS SHALL BE CONDUCTED UNDER THE SUPERVISION AND APPROVAL OF A REGISTERED PROFESSIONAL ELECTRICAL ENGINEER SKILLED IN PERFORMANCE AND INTERPRETING POWER SYSTEM STUDIES. OBTAIN AVAILABLE FAULT CURRENT FROM UTILITY AS REQUIRED TO PERFORM THE STUDY. SUBMIT REPORT TO DEMONSTRATE THAT EQUIPMENT IS ADEQUATELY PROTECTED FOR AVAILABLE FAULT CURRENT. INCREASE THE WITHSTAND RATING OF ANY DISTRIBUTION EQUIPMENT WHICH IS FOUND TO BE INADEQUATELY RATED. SUBMIT STUDY RESULTS PRIOR TO DISTRIBUTION EQUIPMENT, AND INDICATE COORDINATED RATINGS IN DISTRIBUTION EQUIPMENT SUBMITTALS. INCLUDE FAULT CURRENT RATINGS ON ONE-LINE DIAGRAM FOR REVIEW IN ADDITION TO TABULAR FORMAT TO INDICATE EQUIPMENT RATINGS ALONGSIDE CALCULATED VALUES.

INCLUDE IN BID ALL COSTS TO PROVIDE FINAL APPROVED STUDY INCLUDING MULTIPLE ITERATIONS OR "RUNS" OF THE STUDY AS REQUIRED IF FIRST PASS STUDY FINDS THAT EQUIPMENT IS NOT COMPLIANT, AND/OR IF COSTS ARE NOT APPROVED. DO NOT ASSUME THAT THE STUDY WILL RESULT IN ACCEPTABLE OR "PASSING" EQUIPMENT RATINGS AND SETTINGS ON THE FIRST RUN. THE STUDY IS TO PROVIDE DIRECTION AND RECOMMENDATIONS AS REQUIRED TO ACHIEVE AN ACCEPTABLE ELECTRICAL SYSTEM INCLUDING POSSIBLE REVISIONS TO SPECIFIED EQUIPMENT IN THE MODELING. ADDITIONAL COST FOR MULTIPLE ITERATIONS, "RUNS," AND SUBMITTALS WILL NOT BE APPROVED.

PERFORM CALCULATIONS AS REQUIRED TO APPLY FIELD MARKINGS FOR ARC FLASH INCLUDING RECOMMENDED MARKINGS, REQUIREMENTS, BOUNDARIES AND DESCRIPTIONS. FIELD MARK DISTRIBUTION EQUIPMENT (SWITCHBOARDS, PANELBOARDS, CONTROL PANELS, AND MOTOR CONTROL CENTERS) WITH FLASH PROTECTION INFORMATION PER NATIONAL ELECTRICAL CODE ARTICLE 110.16, FLASH PROTECTION. INCLUDE CALCULATED RATINGS ON MARKINGS. PROVIDE ANY ADDITIONAL MARKINGS ON EQUIPMENT AS REQUIRED BY LOCAL AUTHORITY HAVING JURISDICTION. FIELD MARK FLASH PROTECTION BOUNDARIES RESULTING FROM CALCULATIONS PER NFPA 70E.

INSTALLATION AND METHOD OF EXECUTION:

ALL WIRING SHALL BE IN CONDUIT, MINIMUM 1/2" FLEXIBLE METAL CONDUIT SHALL BE USED FOR SHORT CONNECTION TO MOTORS. FINAL CONNECTION TO RECESSED LIGHTING FIXTURES FROM RIGIDLY MOUNTED OUTLET BOX (NOT BETWEEN FIXTURES), VIBRATING EQUIPMENT, ETC., BUT NEVER LONGER THAN 6 FEET. PROVIDE LIQUID TIGHT FLEXIBLE METAL CONDUIT FOR ALL APPLICATIONS EXPOSED TO WATER OR WEATHER. PROVIDE ANTI-SHORT BUSINESS FOR ALL FLEXIBLE CONDUIT ARMOR TERMINATIONS. PROVIDE SEPARATE EQUIPMENT GROUND WIRE IN ALL CONDUIT RUNS.

CONDUIT CONCEALED IN CEILING, WALLS OR FURRED SPACES OR EXPOSED IN DRY LOCATIONS SHALL BE EMT, THIN WALL FLEXIBLE METALLIC TUBING, CONDUIT EXPOSED TO WEATHER, IN CONTACT WITH CONCRETE, BURIED IN SLAB, OR IN HAZARDOUS AREAS, SHALL BE HEAVY WALL, RIGID. ALL CONDUITS SHALL BE NOT DIPPED GALVANIZED STEEL.

ALL WORK IN HAZARDOUS LOCATIONS SHALL BE DONE IN STRICT CONFORMANCE WITH NEC ARTICLE 500.

PLASTIC CONDUIT, PVC-40, SHALL BE USED ONLY AS INDICATED ON THE DRAWINGS. PLASTIC CONDUIT SHALL BE APPROVED FOR UNDERGROUND USE. PVC BURIAL DEPTH SHALL BE 36" MINIMUM BELOW FINISH GRADE. IN PVC CONDUIT SYSTEMS, RISERS ABOVEGROUND SHALL BE RIGID HEAVY WALL STEEL.

CONDUIT RUNS SHOWN ON DRAWINGS ARE DIAGRAMMATIC. EXACT ROUTING OF CONDUIT RUNS SHALL SUIT JOB CONDITIONS. EXPOSED CONDUIT SHALL BE RUN ONLY IN UNFINISHED AREAS SUBJECT TO FINAL APPROVAL OF ENGINEER AND SHALL RUN PARALLEL TO BUILDING LINES, NEVER DIAGONALLY.

CONNECTION TO EQUIPMENT SHALL BE DONE IN ACCORDANCE WITH MANUFACTURER'S SHOP AND INSTALLATION DRAWINGS. REQUIREMENTS GENERALLY VARY FROM ONE MANUFACTURER TO ANOTHER AND CONTRACTOR IS BOUND TO COMPLY AND PROVIDE ALL WORK AS REQUIRED ALTHOUGH CERTAIN DISCREPANCIES MAY EXIST REGARDING THE REQUIREMENT FROM ONE MANUFACTURER TO ANOTHER.

PROVIDE POWER WIRING, DISCONNECTS, AND PROTECTION DEVICES TO ALL MECHANICAL EQUIPMENT AND MAKE FINAL CONNECTIONS, INCLUDING TESTING OF MOTORS FOR PROPER ROTATION.

OUTLET BOXES MAY-BE SURFACE MOUNTED ON EXISTING WALLS (CMU, BRICK OR CONCRETE) WITH SMALLEST SURFACE RACEWAY AS REQUIRED FOR WIRING INSTALLED. PROVIDE FLUSH OUTLET BOXES AND CONDUIT AT NEW CONSTRUCTION WALL AND AT EXISTING WALLS WHICH ARE NOT CMU BRICK OR CONCRETE CONSTRUCTION. CUT AND PATCH EXISTING WALLS AS REQUIRED FOR FLUSH INSTALLATION.

PROVIDE 4" TALL CONCRETE HOUSEKEEPING PADS FOR ALL FLOOR MOUNTED ELECTRICAL EQUIPMENT.

LIGHTING SPECIFICATIONS:

LED LIGHTING FIXTURES SHALL HAVE 5 YEAR WARRANTY, A COLOR RENDERING INDEX OF 70 OR HIGHER, 4000K COLOR TEMPERATURE UNLESS OTHERWISE INDICATED ON DRAWINGS, LIFETIME: 50,000 HOURS OR GREATER AND MAINTAIN AT LEAST 70% OF INITIAL LUMEN OUTPUT. RATES FOR OUTDOOR USE AND WET LOCATION, IF IN OPEN FUTURE.

SHALL POSSESS COLOR MANAGEMENT SYSTEM TO MAINTAIN COLOR CONSISTENCY OVER TIME AND TEMPERATURE OF NO GREATER THAN ±100K OVER LIFE.

REFER TO LIGHTING FIXTURE SCHEDULE FOR LED FIXTURES WITH DIMMING CONTROLS.

LED DRIVERS TO BE ELECTRONIC, HIGH POWER FACTOR, MIN. 0.9; UNIVERSAL VOLTAGE 120-277V; 5 YEAR WARRANTY, COMPATIBLE WITH THE LED LAMP OR MODULE USED.

PROVIDE FACTORY INSTALLED FUSING IN EACH FIXTURE.

SUBMIT PHOTOMETRIC CALCULATIONS FOR ANY FIXTURE SUBSTITUTIONS PROPOSED, INCLUDING FIXTURES SUBMITTED AS EQUAL IF REQUESTED BY THE A/E.

FIRE ALARM SYSTEM – PERFORMANCE SPECIFICATION:

A/E WILL NOT SHOW DEVICES ON PLANS. SYSTEM'S QUALITY AND PERFORMANCE SHALL BE AS COVERED IN THESE SPECIFICATIONS.

SCOPE OF WORK:

PROVIDE A COMPLETE MANUAL/AUTOMATIC ADDRESSABLE FIRE ALARM DETECTION AND NOTIFICATION SYSTEM INCLUDING: ALL WORK FOR A COMPLETE, FUNCTIONING AND APPROVED INSTALLATION INCLUDING BUT NOT LIMITED TO THE FOLLOWING MAJOR ITEMS:

SYSTEM DESIGN.

DEVICE LOCATION.

BATTERY CALCULATIONS.

CIRCUIT VOLTAGE DROP CALCULATIONS.

BUILDING PLANS WITH LOCATION OF ALL DEVICES AND EQUIPMENT.

INTERFACE WITH OTHER SYSTEMS OR EQUIPMENT.

ELEVATORS FIRE SUPPRESSION AND POWER SHUTOFF.

AIR HANDLING UNITS SMOKE DETECTION.

FIRE CURTAINS AND SMOKE BARRIERS, FIRE AND SMOKE DAMPERS.

FIRE SUPPRESSION SYSTEM.

ANY OTHER FIRE RELATED DEVICES OR EQUIPMENT.

SYSTEM RISER.

LEGEND FOR ALL DEVICES AND EQUIPMENT SHOWN ON PLANS AND RISER.

SYSTEM OPERATION MATRIX AND AS REQUIRED FOR FULL COMPLIANCE WITH REQUIREMENTS OF NFPA 72 AND APPLICABLE LOCAL, STATE AND NATIONAL RULES AND REGULATIONS.

EMPLOY THE SERVICES OF A QUALIFIED CERTIFIED FIRE ALARM CONTRACTOR/CONSULTANT TO PREPARE THE SYSTEM DESIGN AND RELATED CONSTRUCTION DOCUMENTS INCLUDING ALL RELATED CALCULATIONS, DEVICE PLACEMENT, AND INCLUDE COORDINATION WITH OTHER SUPPLIERS/CONTRACTORS SUCH AS DESIGN-BUILD FIRE PROTECTION INSTALLER FULLY COMPLETE WITH ALL INFORMATION AND RELATED DATA, AS REQUIRED, TO OBTAIN SYSTEM APPROVAL BY THE AUTHORITIES HAVING JURISDICTION. DETERMINE THE APPLICABLE AUTHORITIES HAVING JURISDICTION FOR PROJECT AND INCLUDE ALL IN PLAN REVIEW, PERMITTING, AND INSPECTION.

SURVEY EXISTING CONDITIONS PRIOR TO BID. COORDINATE WORK WITH BUILDING FINISHES AND WITH OTHER WORK BEING PERFORMED.

SYSTEM DESIGN SHALL PROVIDE FOR MINIMUM 25% SPARE CAPACITY ALL ACROSS IN THE FRONT END CONTROL EQUIPMENT AND IN EVERY CIRCUIT CAPACITY AND CONDUCTOR SIZING.

PROVIDE SYSTEM TESTING AND CORRECT ALL DEFECTS PRIOR TO FINAL DEMONSTRATION AND OWNER ACCEPTANCE.

PROVIDE FOUR (4) HOURS OF TRAINING IN OPERATION AND MAINTENANCE FOR TWO PERSONS AS SELECTED BY THE OWNER/USER.

SUBMITTALS TO THE AUTHORITIES HAVING JURISDICTION (AHJ):

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED FOR REVIEW PRIOR TO INSTALLATION:

FLOOR PLANS.

LOCATION OF CONTROL AND ANNUNCIATION EQUIPMENT.

LOCATION OF INITIATING DEVICES AND ALARM INDICATING APPLIANCES ON PLANS.

POWER CONNECTION.

SYSTEM RISER DIAGRAM.

DEVICE CIRCUITING ON PLANS AND OR RISER.

BATTERY CALCULATIONS.

CIRCUIT CONDUCTORS, TYPE AND SIZE.

VOLTAGE DROP CALCULATION FOR EVERY CIRCUIT WITH THE 25% SPARE CAPACITY INCLUDED.

INTERFACE WITH OTHER SYSTEMS OR EQUIPMENT (CONTROL FUNCTIONS) AS REQUIRED, SPECIFIED OR NOTED.

SYSTEM MATRIX FOR EVENTS (FUNCTIONAL MATRIX).

MANUFACTURER DATA, CUTS, SHEETS, LISTING AND ALL RELATED INFORMATION FOR THE EQUIPMENT AND DEVICES PROVIDED FOR THE SYSTEM.

DELETE IF NOT APPLICABLE:

SUBMIT CERTIFIED SHOP DRAWINGS TO THE MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES (MCOS), BUREAU OF FIRE SERVICES.

ARCHITECTS/ENGINEERS REVIEW:

ARCHITECT/ENGINEER WILL REVIEW SYSTEM DOCUMENTS AFTER THEY HAVE BEEN APPROVED BY LOCAL AUTHORITY. INCLUDE PROOF OF LOCAL AUTHORITY APPROVAL WITH A/E SUBMITTAL.

REVIEW WILL COVER GENERAL COMPLIANCE WITH PROJECT REQUIREMENTS AND THE INTENT OF THESE SPECIFICATIONS.

SUGGESTED CONSULTANTS/CONTRACTORS:

SIEMENS FIRE SAFETY

JOHNSON CONTROLS

GAMWELL

NATIONAL TIME AND SIGNAL

SIMPLEX/GRINNELL

CODES AND STANDARDS:

NFPA 72 – NATIONAL FIRE ALARM CODE

NFPA 101 – LIFE SAFETY CODE

NEC 760 – FIRE PROTECTIVE SIGNALING SYSTEMS

NEC 725 – SIGNALING AND POWER LIMITED CIRCUITS

LOCAL ORDINANCES AS APPLICABLE

A.D.A. – FEDERAL GUIDELINES

CONFORM TO STATE AND LOCAL FIRE CODES

CONFORM TO RULES AND REQUIREMENTS OF LOCAL GOVERNING BODY.

SYSTEMS SUPERVISION:

PROVIDE ELECTRONICALLY SUPERVISED SYSTEM, WITH SUPERVISED ALARM INITIATING AND ALARM SIGNALING CIRCUITS, OCCURRENCE OF SINGLE GROUND OR OPEN CONDITION IN INITIATING OR SIGNALING CIRCUIT PLACES CIRCUIT IN TROUBLE MODE. OCCURRENCE OF SINGLE GROUND CONDITION ON ALARM INITIATING OR SIGNALING CIRCUIT DOES NOT DISABLE THAT CIRCUIT FROM TRANSMITTING AN ALARM.

PRODUCTS:

THE FOLLOWING IS INTENDED TO ESTABLISH GENERAL QUALITY OF SYSTEM BUT NOT INTENDED TO LIMIT SYSTEM DESIGN OR EXCLUDE ANY REQUIRED DEVICES.

FIRE ALARM CONTROL PANELS:

PROVIDE FLUSH MOUNTED MAIN FIRE ALARM CONTROL PANEL AND REMOTE FIRE ALARM CONTROL PANEL. COORDINATE PANEL FINISH WITH ARCHITECT. COORDINATE MOUNTING LOCATIONS WITH ARCHITECT AND WITH LOCAL AUTHORITY.

MANUAL STATIONS:

SEMI FLUSH, ADDRESSABLE AND WITH PRIORITY ALARM MODULES. MANUAL STATIONS SHALL BE INDIVIDUALLY IDENTIFIABLE BY THE FIRE ALARM CONTROL PANEL.

REMOTE INTERFACE MODULES:

ADDRESSABLE, PROGRAMMABLE INTERFACE MODULES AS REQUIRED TO MONITOR, CONTROL AND INITIATE REQUIRED FIRE ALARM FUNCTIONS.

SMOKE DETECTORS: (INTELLIGENT ANALOG ADDRESSABLE)

PHOTOELECTRIC, LISTED FOR USE AS OPEN AREA PROTECTIVE COVERAGE AND SHALL BE INSENSITIVE TO AIR VELOCITY CHANGES.

DETECTORS SHALL BE OPERATIONAL WITH RELAY BASES, AUDIBLE BASES, AND REMOTE INDICATING LED'S PROGRAMMABLE BY THE CONTROL PANEL.

ALARM HORNS/SPEAKERS:

ALARM HORNS/SPEAKERS FULLY ENCLOSED AND DUSTPROOF, DESIGNED TO BE MOUNTED ON A WALL WITH ENTIRE LENS NOT LESS THAN 80" AFF AND NOT GREATER THAN 96" AFF. MOUNT ALL DEVICES AT THE SAME HEIGHT.

MINI HORNS WHEN USED FOR LIVING UNITS SHALL BE RATED 90DB AT 10' AND SHALL MOUNT TO A SINGLE GANG BOX.

ALARM STROBES:

FLUSH BACK BOXES, COMPLYING WITH A.D.A. GUIDELINES FOR LIGHT INTENSITY AND THE FOLLOWING:

VEHON STROBE WITH MINIMUM REPETITION RATE OF 1 HZ, NOT EXCEEDING 3 HZ AND A MAXIMUM DUTY CYCLE OF 40% WITH A PULSE DURATION OF 2 SECONDS.

UNFILTERED OR CLEAR WHITE LIGHT.

VISUAL SIGNALS SHALL BE MOUNTED AT A HEIGHT OF MAXIMUM 80 INCHES ABOVE FINISH FLOOR LEVEL OR SIX INCHES BELOW CEILING LEVEL WHICHEVER IS LOWER.

SYNCHRONIZE DEVICES WHEN MULTIPLE DEVICES ARE WITHIN THE SAME LINE OF SIGHT.

AUXILIARY DEVICES:

DEVICES SUCH AS MAGNETIC DOOR HOLDERS, WATER FLOW SWITCHES, TAMPER SWITCHES AND THE LIKE SHALL BE PROVIDED AS REQUIRED.

DUCT SMOKE DETECTORS:

PROVIDE DETECTORS FOR ALL AIR HANDLING UNITS AS REQUIRED.

PHOTOELECTRIC LISTED FOR USE IN DUCT DETECTION.

INSENSITIVE TO AIR VELOCITY CHANGES.

CAPABLE OF SENSITIVITY TESTED AFTER REMOVAL FROM BASES.

REMOTE INDICATING LED PROGRAMMABLE (RESETTABLE) FROM CENTRAL PANEL (WALL OR CEILING MOUNTED – COORDINATE WITH ARCHITECT).

INSTALLATION:

THE SYSTEM AS DESCRIBED SHALL BE INSTALLED, TESTED, AND APPROVED BY THE AHJ. THE SYSTEM SHALL INCLUDE ALL THE REQUIRED HARDWARE, RACEWAYS, INTERCONNECTING WIRING AND SOFTWARE TO ACCOMPLISH THE INTENT OF THESE SPECIFICATIONS AND THE CONTRACT DOCUMENTS, WHETHER OR NOT SPECIFICALLY ITEMIZED HEREIN.

ALL EQUIPMENT FURNISHED SHALL BE NEW AND INCLUDE THE LATEST STATE OF THE ART PRODUCTS FROM A SINGLE MANUFACTURER, ENGAGED IN THE MANUFACTURING AND SALE OF FIRE DETECTION SYSTEMS FOR OVER FIVE YEARS. THE INSTALLING CONTRACTOR SHALL CONTRACT WITH A SINGLE SOURCE FOR SUPPLYING DEVICES/MATERIALS, SERVICES, AND PROGRAMMING, INCLUDING FINAL INSPECTION/TEST SERVICES FOR THE FIRE ALARM SYSTEM.

CONTROL AND OTHER PANELS SHALL BE MOUNTED WITH SUFFICIENT CLEARANCE FOR OBSERVATION AND TESTING. ALL FIRE ALARM JUNCTION BOXES MUST BE CLEARLY MARKED FOR EASY IDENTIFICATION.

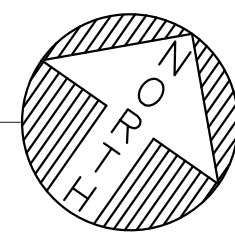
FIRE ALARM PULL STATIONS AND HORNS INSTALLED IN FINISHED AREAS SHALL BE MOUNTED SEMI-FLUSH AND MAY BE SURFACE MOUNTED IN EXISTING AND NON-FINISHED AREAS. SMOKE DETECTORS AND THERMAL DETECTORS SHALL BE MOUNTED ON A RECESS MOUNTED JUNCTION BOX IN FINISHED AREAS AND TO SURFACE MOUNTED JUNCTION BOXES IN NON-FINISHED AREAS.

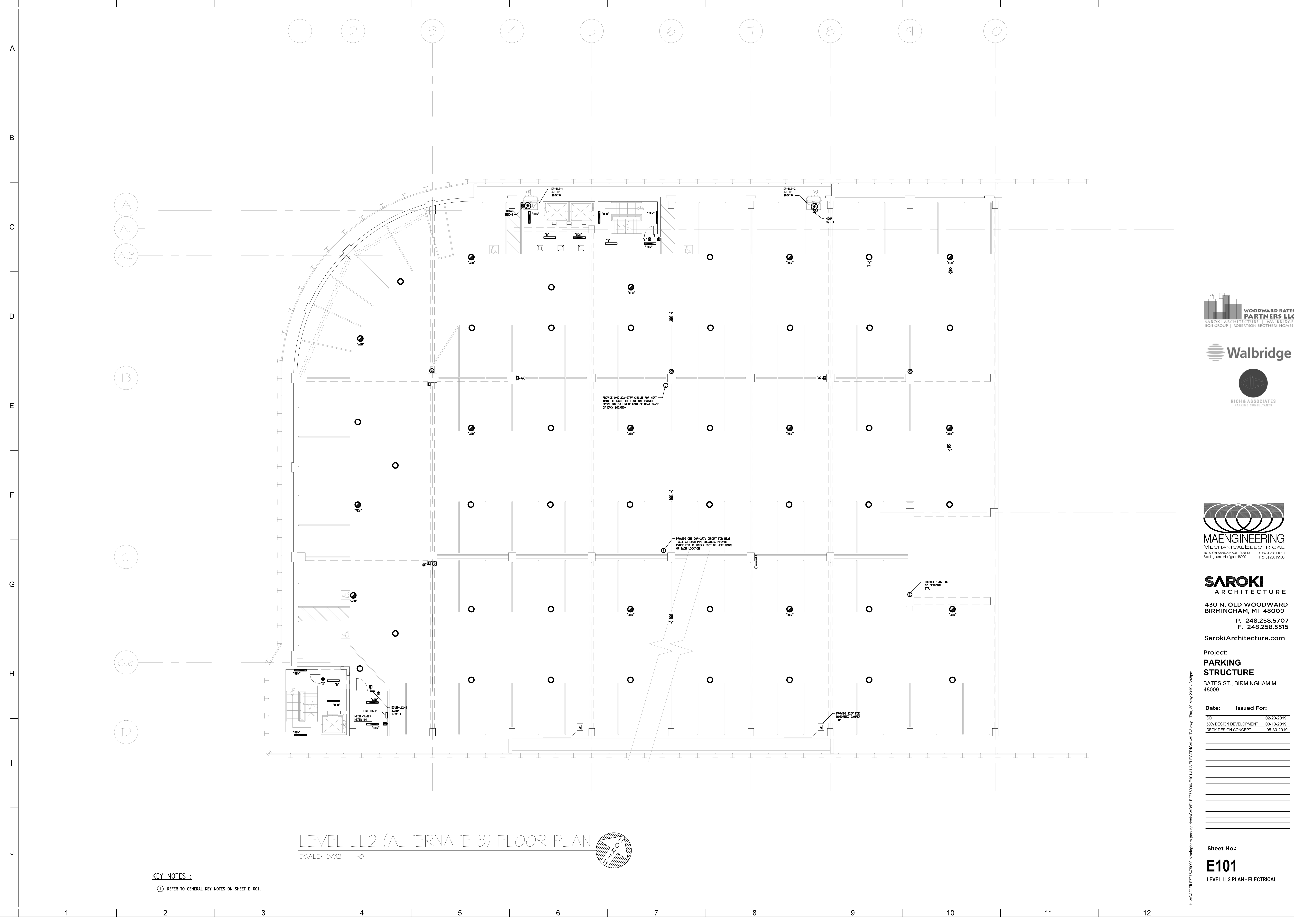
INSTALL MANUAL STATION FLUSH MOUNTED WITH OPERATING HANDLE 48 INCHES ABOVE FLOOR. INSTALL AUDIBLE AND VISUAL SIGNAL DEVICES NO MORE THAN 80 INCHES ABOVE HIGHEST FLOOR LEVEL OR 6 INCHES BELOW THE CEILING, WHICHEVER IS LOWER.

SCALE: 3/32" = 1'-0"

KEY NOTES :

1 REFER TO GENERAL KEY NOTES ON SHEET E-001.





KEY NOTES :
① REFER TO GENERAL KEY NOTES ON SHEET E-001.

WOODWARD BATES
PARTNERS LLC
SAROKI ARCHITECTURE | WALBRIDGE
BCH GROUP | ROBERTSON BROTHERS HOWES

Walbridge
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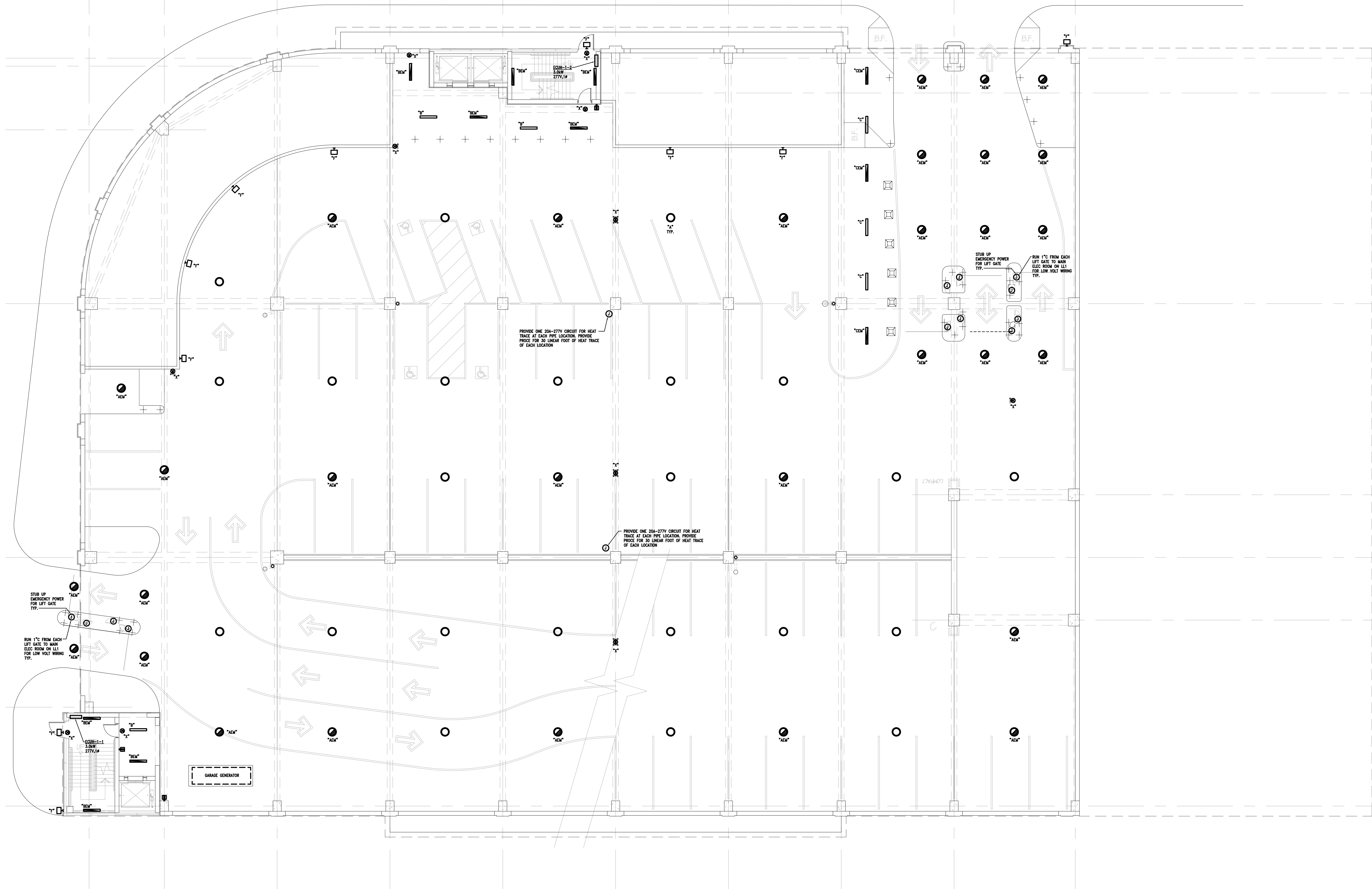
Project:
PARKING
STRUCTURE
BATES ST., BIRMINGHAM MI
48009

Date: Issued For:
SD 02-20-2019
50% DESIGN DEVELOPMENT 03-13-2019
DECK DESIGN CONCEPT 05-30-2019

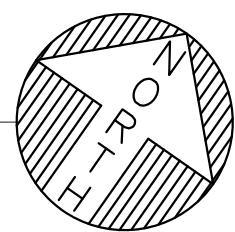
Sheet No.:
E101
LEVEL LL2 PLAN - ELECTRICAL

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LEVEL 1 (ALTERNATE 3) FLOOR PLAN
SCALE: 3/32" = 1'-0"



KEY NOTES :
① REFER TO GENERAL KEY NOTES ON SHEET E-001.

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BCH GROUP | ROBERTSON BROTHERS HOMES

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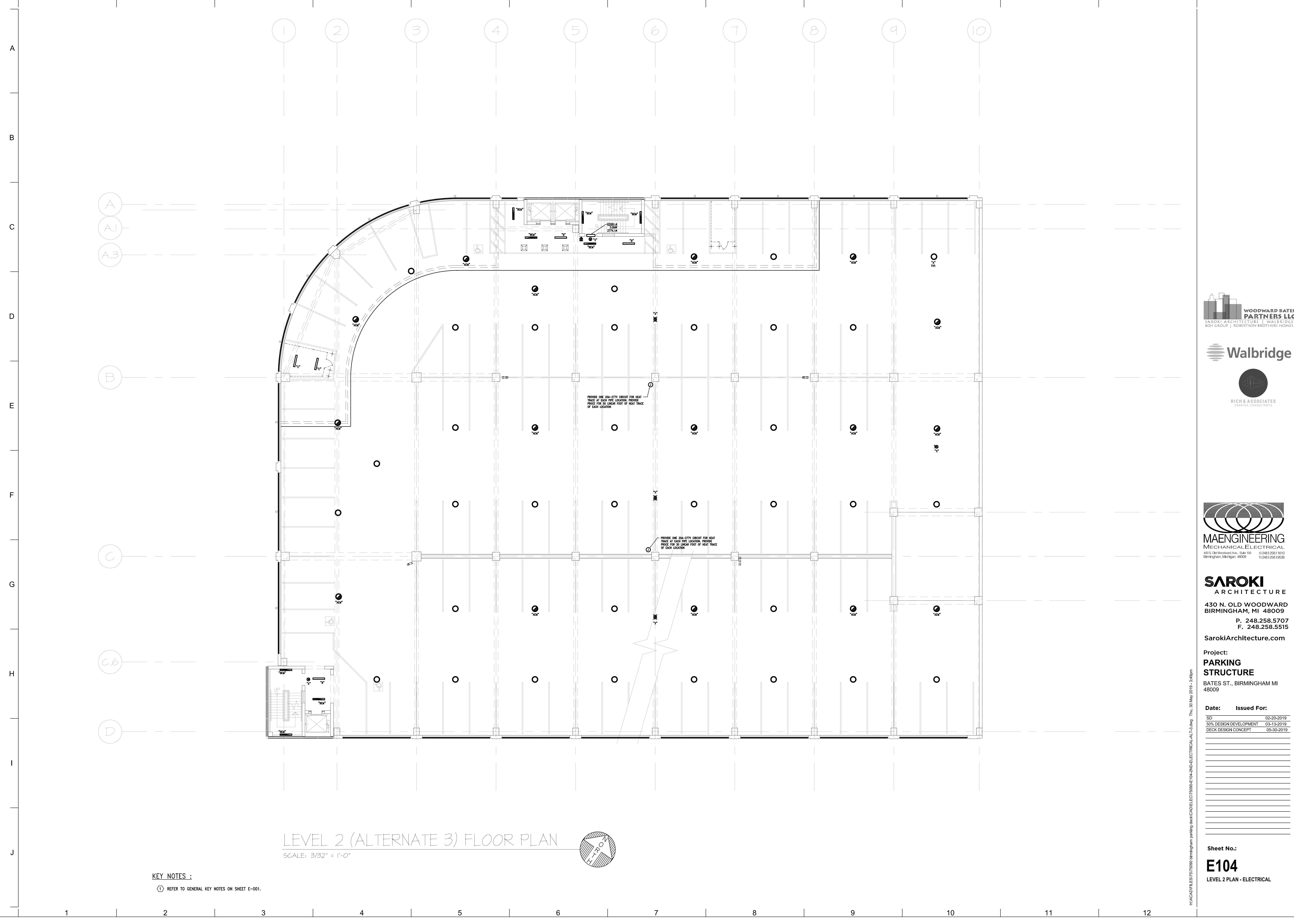
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50% DESIGN DEVELOPMENT 03-13-2019
DECK DESIGN CONCEPT 05-30-2019

Sheet No.:
E103
LEVEL 1 PLAN - ELECTRICAL

H:\ACAD\FILES\7575590 Birmingham parking deck\CAD\ELECT\55064E103-15-ELECTRICAL-ALT3.dwg Thu, 30 May 2019 - 3:45pm

\\FS-SV001\FolderRedirections\delsona\My Documents\1807 ParkingDeck_electrical.rvt 2/17/2019 10:58:57 AM ellus@bates. 11/25/2019/01/FolderRedirections\delsona\My Documents\1807 ParkingDeck_electrical.rvt



LEVEL 2 (ALTERNATE 3) FLOOR PLAN
SCALE: 3/32" = 1'-0"

KEY NOTES :
① REFER TO GENERAL KEY NOTES ON SHEET E-001.

WOODWARD BATES PARTNERS LLC
SAROKI ARCHITECTURE | WALBRIDGE
BCH GROUP | ROBERTSON BROTHERS HOWES

Walbridge

RICH & ASSOCIATES
PARKING CONSULTANTS

MAENGINEERING
MECHANICAL/ELECTRICAL
400 S. Old Woodward Ave., Suite 100 | 11248 | 25811610
Birmingham, Michigan 48009 | 11248 | 25811638

SAROKI ARCHITECTURE

430 N. OLD WOODWARD
BIRMINGHAM, MI 48009

P. 248.258.5707
F. 248.258.5515

SarokiArchitecture.com

Project:
PARKING STRUCTURE
BATES ST., BIRMINGHAM MI 48009

Date: Issued For:
SD 02-20-2019
50% DESIGN DEVELOPMENT 03-13-2019
DECK DESIGN CONCEPT 05-30-2019

Sheet No.:
E104
LEVEL 2 PLAN - ELECTRICAL

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E105

LEVEL 3 PLAN - ELECTRICAL

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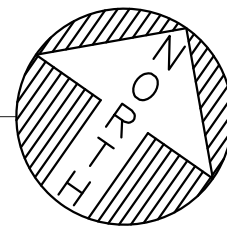


E106
LEVEL 4 PLAN - ELECTRICAL

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1 REFER TO GENERAL KEY NOTES ON SHEET E-001.

SCALE: $3/32" = 1'-0"$



Sheet No.:

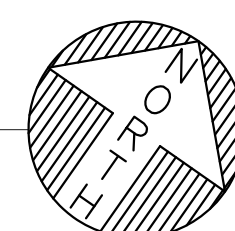
E107

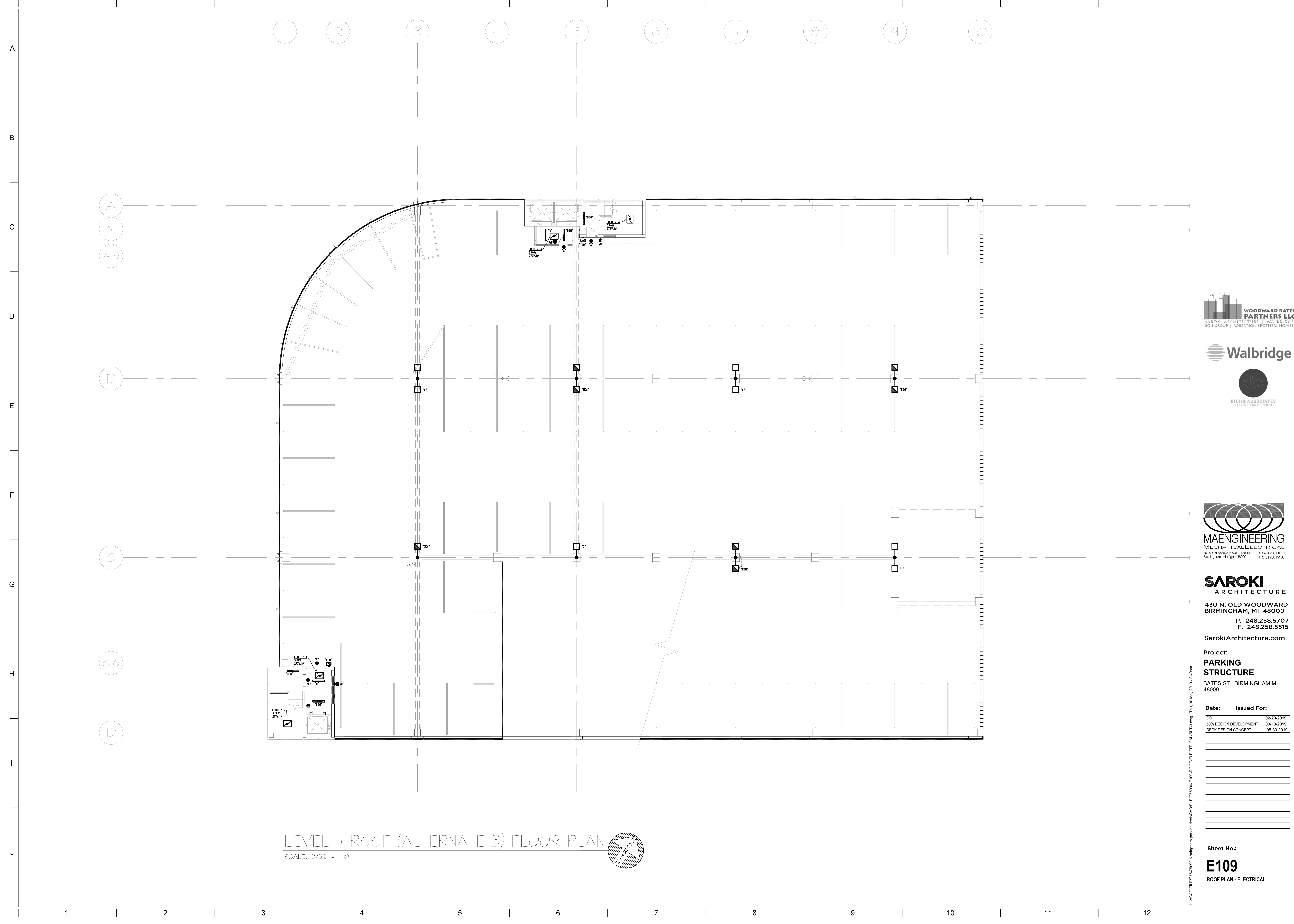
LEVEL 5 PLAN - ELECTRICAL

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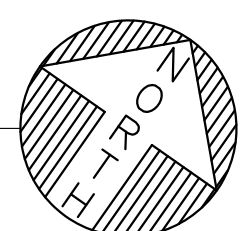
1 REFER TO GENERAL KEY NOTES ON SHEET E-001.





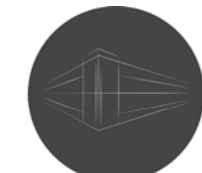
LEVEL 7 ROOF (ALTERNATE 3) FLOOR PLAN

SCALE: 3/32" = 1'-0"

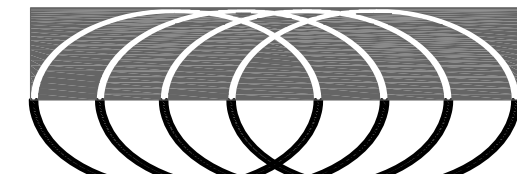


WOODWARD BATES PARTNERS LLC
SAROKI ARCHITECTURE | WALBRIDGE
BCH GROUP | ROBERTSON BROTHERS HOMES

Walbridge



RICH & ASSOCIATES
PARKING CONSULTANTS



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Project:
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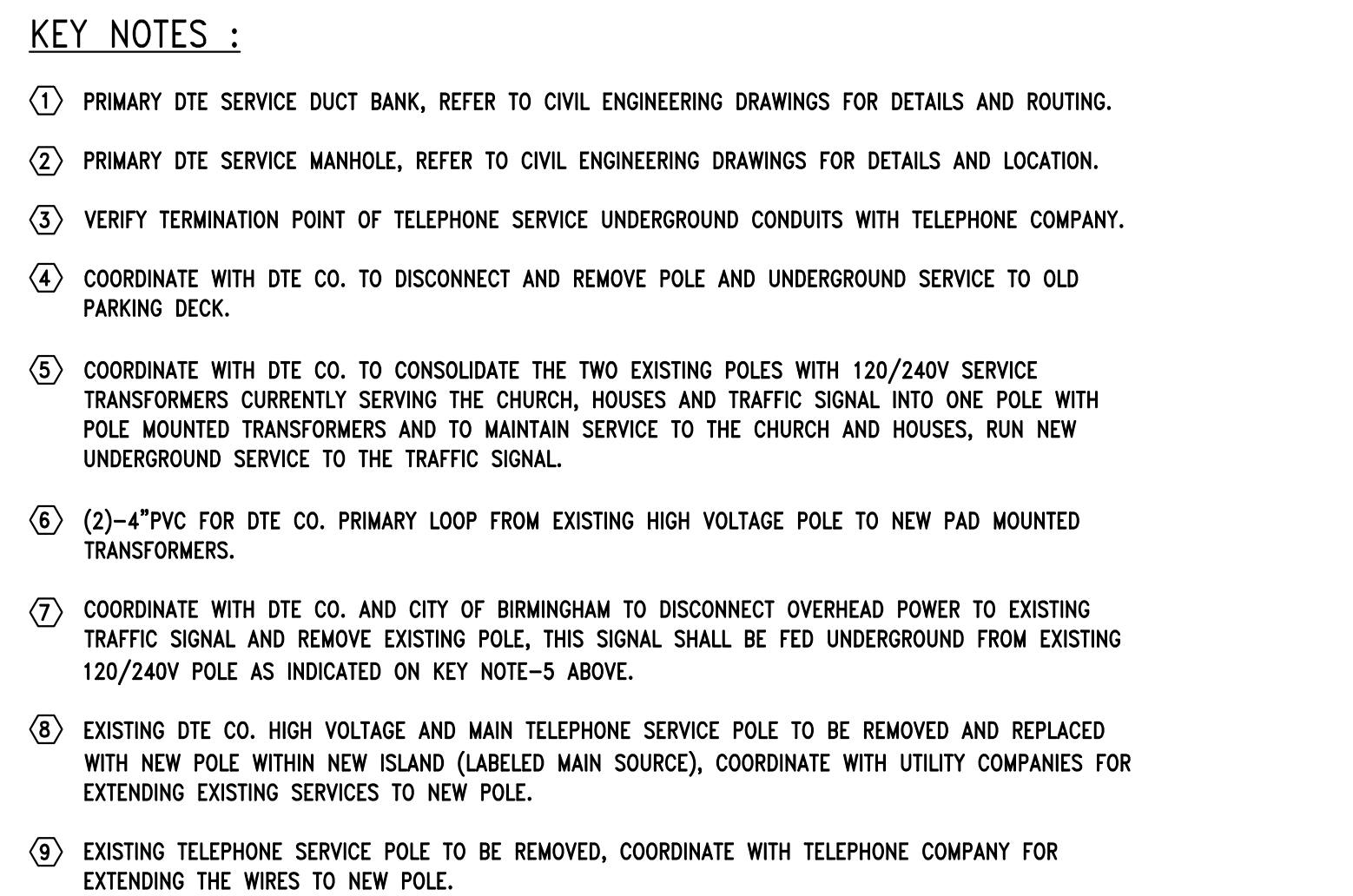
BATES ST., BIRMINGHAM MI 48009

Date:	Issued For:
SD	02-20-2019
50% DESIGN DEVELOPMENT	03-13-2019
DECK DESIGN CONCEPT	05-30-2019

Sheet No.:

E109
ROOF PLAN - ELECTRICAL

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Sheet No.:

ES100

ELECTRICAL SITE PLAN - NEW WORK
SITE POWER DISTRIBUTION RISER
DIAGRAM (ALTERNATE-1)

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EXHIBIT C

GUARANTEED MAXIMUM PRICE

See Attached

City of Birmingham

NORTH OLD WOODWARD / BATES ST. PARKING & SITE DEVELOPMENT

Birmingham, Michigan | GMP | JUNE 17, 2019

Walbridge | 777 Woodward Ave., Suite 300 | Detroit, Michigan 48226



INDEX

1 GUARANTEED MAXIMUM PRICE (GMP) & CLARIFICATIONS

2 SCHEDULE

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City of Birmingham Parking Structure GMP

Birmingham, MI

Estimate Type: DD GMP

425,420 SQFT

Date: 6/17/2019

Division	Description	DB GMP - ALT3 Rev	Comments/Notes
		Updated Alt 3 5/30/19	
01	General Requirements	\$2,425,663	Survey, layout, testing, vibration monitoring, (2) tower cranes rental and crane operators
01	DTE, Utility, and Temporary Site Allowances	\$1,600,000	DTE relocation, AT&T, WOW, Comcast, Consumers infrastructure, and misc site improvements allowances.
02	Existing Conditions	\$740,000	Demolition and removal of the existing parking deck structure
03	Concrete	\$19,599,948	Parking deck cast in place concrete foundations and structure i.e.. hoisting labor, layout ,forming, reinforcing steel, ready mix concrete, concrete finishing, setting embedment's, etc.
03	Precast	\$3,907,186	Architectural precast concrete spandrel beams, column covers and precast erection.
04	Masonry	\$882,312	Parking deck interior CMU walls and granite base at retail area exterior wall
05	Metals	\$776,883	Stair tower handrail, guardrails, glass curtain wall support structural steel, elevator guides rail support framing, sidewalk air way grates, guard post, exterior stainless steel fins and pipe rail at top of precast spandrel beams.
06	Wood, Plastics & Composites	\$509,040	Drywall partitions and ceilings, fire extinguishers, temp. scaffold stair tower and handrails, temp. covered pedestrian walkway, level one exterior awnings, HM doors & frames and hardware and HVAC area wire mesh partitions.
07	Thermal & Moisture Protection	\$658,000	Waterproofing, joint sealants and roofing
08	Openings	\$785,000	Glazing at stair towers and retail areas, roof level vestibules
09	Finishes	\$253,147	Hard tile at elevator lobbies, painting of stair towers interiors and parking spaces striping.
10	Specialties	\$313,482	Parking deck interior directional signage
11	Equipment	\$175,000	Level one parking entry and exit gate arms
12	Furnishings	N/A	
13	Special Construction	N/A	
14	Conveying Equipment	\$769,900	(3) each, 10 stop traction elevators
21	Fire Protection	\$465,900	Level 1 (grade) thru Level LL3 dry fire protection system and level 2 thru Roof level dry stand pipe system.
22	Plumbing	\$840,000	Underground storm pipe, deck level drains, elevator sump pump, stair tower roof conductors, sanitary pipe system, domestic water system.
23	HVAC	Included Above	Split system for storage room, electric cabinet unit heaters, ductwork, exhaust fans, intake louvers, fire dampers, temperature control, CO/NO2 monitoring system
25	Integrated Automation	N/A	
26	Electrical	\$2,258,000	Parking deck lighting system, power distribution system, site lighting, site power distribution, fire alarm, generator, grounding, blue phone security system, temp power and lighting.
27	Communications	N/A	
28	Electronic Safety & Security	N/A	
31	Earthwork (incl new road)	\$3,629,951	Excavation and backfill, site utilities, site concrete paving and sidewalks, temporary fencing
31	ERS, Tiebacks & Auger cast piles	\$3,968,000	H-pile & wood lagging, earth retention system, ERS tie-back system and auger cast piling foundations.
32	Exterior Improvements	\$138,000	Landscaping, misc site furniture, tree irrigation sleeves
33	Site & U.G. Utilities	Included Above	
Construction Costs - Direct		\$44,695,412	
Construction Contingency		\$1,408,222	
Total Construction Costs Direct and Contingency		\$46,103,634	
Woodward Bates - Engagement Agreement - Cost Breakdown (Exhibit C)			
Budget and Construction Planning		\$225,000	
Development Administrative Coordination		\$40,000	
Architectural, Master Planning		\$700,000	
Parking Structure Design, Engineering		\$950,000	
Structural-Bridge, plaza ERS		\$50,500	
MEP Engineering		\$175,000	
Civil Engineering		\$206,000	
Landscaping Architect/Plaza Design		\$180,000	
Legal		\$100,000	
Public Education		\$20,000	
Reproduction		\$5,000	
Miscellaneous		\$20,000	
Contingency		\$58,000	
Total Woodward Bates - Engagement Agreement - (Exhibit C)		\$2,729,500	
Construction Costs - Indirect			
Plan Review & Building Permit		\$864,476	
Subcontractor Insurance Program (SIP)		\$295,437	
Design Build Management Personal & GC's		\$2,837,282	
Builders Risk Insurance		\$73,398	
GL Insurance		\$222,985	
Design Build Fee & WBP Admin Cost		\$4,359,243	
Performance and Payment Bond		\$360,000	
Total Construction Costs - Indirect		\$9,012,821	
Total Construction Cost		\$57,845,955	
Development Controlled Costs			
WBP Contribution in a P3 Development towards Public Component		(\$201,600)	
Foundations for Building No.2		\$0	
Furniture, Fixtures & Equipment		N/A	
Technology Equipment		N/A	
Total Controlled Costs			
2-1/2 Years Escalation from Budget Period			
Total Project Cost		\$57,644,355	

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Bates Street Parking Structure

Woodward Bates

Birmingham, MI

Estimate Type: GMP

Bid Date: 6/18/19

Scope Of Work

- 1 Proposal includes costs for 10 story parking structure (3 levels below grade, grade level and 6 elevated levels). Bates Street proper restoration and extension to Woodward Ave., utility connections and distribution. As indicated by Alternate 3 design concept drawings dated May 30, 2019 and see attached Drawing Index for a list of drawings.

Clarifications

01- General Requirements

- 1 General conditions and manpower reflect the current timing of the projects based the provided Development Agreement. If the timing of this projects changes, manpower will need to be revisited. Schedule is per the attached schedule run date of 6/13/19.
- 4 Our proposal is based on current building codes (IBC 2015), as established by the state of Michigan. Any changes in codes that occur after the date of this submission are not included and may require a price and/ or schedule adjustment.
- 5 We exclude shuttling and/ or bussing of any workers from base bid. As such, any related cost due to shuttling and/or bussing is excluded.
- 6 Proposal excludes unforeseen conditions. Any costs of construction for unforeseen findings from exploratory investigation are excluded.
- 7 Walbridge has included usage cost for utility consumption during construction (gas, water, electric, etc.)
- 8 Allowance of \$1,600,000 has been included for utility relocation and other related expenses, and other site improvements and Allowances.
- 9 The proposal and schedule based upon the current design of Alternate 3 design concept drawings dated May 30,
- 10 Proposal excludes cost for Environmental remediation/ unsuitable soil, class II landfill fees, hazardous materials, and abatement costs.
- 11 Allowances: If an allowance is exceeded, Walbridge will submit a request to increase the allowance funded by Owner.
- 13 Proposal excludes third party commissioning. All Mechanical and Electrical system start-up to be overseen by Walbridge staff. All city inspections to be paid by sub-contractors.
- 14 GMP Design is identified as 25% complete. Final Utility requirements and locations may elect alternate routing, which will be documented in Record drawings.
- 15 Proposal excludes development of BIM models by Walbridge.
- 16 Clarifications submitted with this proposal become binding between Developer and City of Birmingham.
- 17 Proposal Excludes costs for future City Park/Plaza area
- 18 Proposal includes allowance for Building Permits, SESC Permits, Subcontractor Trade Permits, and Utility connection permit fees.
- 19 Acceleration costs, including schedule recovery, due to additional work / unknown conditions is not included in the GMP.
- 20 GMP is based on the attached schedule and City of Birmingham approval to release for construction.
- 21 Building permit and plan review fees allowance are included in the GMP.
- 22 Proposal includes allowance for roadway, sidewalk and parking meter closures to support construction.
- 23 City planning and zoning variance costs are not included. Any impact to design and schedule will result in additional costs.
- 26 Current 25% design documents reflect a total of 1159 parking spaces (1142 deck and 17 surface spaces). This count is not guaranteed until final drawings are submitted and approved by the City of Birmingham.
- 27 Proposal assumes payments for offsite storage of materials per industry standards.
- 29 Proposal excluded permits for FAA or Air Rights for tower cranes.
- 31 GMP line items are not guaranteed. Cost underruns from one item may be used to offset cost-overruns in one or more other items, so long as the GMP, as amended, is not exceeded.

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Bates Street Parking Structure

Woodward Bates

Birmingham, MI

Estimate Type: GMP

Bid Date: 6/18/19

32 General Conditions: An overrun of General Conditions will be funded from CM construction contingency.

02- Site Work and Utilities

- 1 Underground design is based on City of Birmingham provided as-built records and coordination with Utility providers. Unidentified utility disruptions due to construction that have not been identified are not our responsibility.
- 2 Proposal is based on current design of Earth Retention System and the extension of tie-back system under adjacent properties.
- 3 All existing earth spoils is assumed to be classified as clean fill. Therefor without a Phase I and II Environmental Site Assessment completed, including a Site Specific Due Care plan, all work and costs associated have been excluded includimng disposal to a Class II Landfill.
- 4 Proposal excludes removal and disposal of underground foundations encountered during demolition that were not on the provided existing parking deck drawings.
- 5 DTE Allowance cost is included for relocation of existing utilities and new services.
- 6 We have included the price for providing phone lines form the utility company demarcation point to point of use for Elevators and Fire Alarm System only. Operating cost is by others.
- 7 Dewatering disposal is assumed to be non-hazardous. Proposal includes frac (settling) tank, without additional pre-
- 8 Proposal excludes maintenance of landscaping during warranty period.
- 9 Proposal excludes snow removal of City roadways and sidewalks outside of our fence line.
- 10 ERS systems to be abandoned in place
- 11 Proposal excludes detensioning of ERS tie-backs.
- 12 Proposal excludes impact due to Geological obstructions impacting deep foundation installations.
- 13 Cleaning / Roto Rooting/ Refurbishing of existing systems beyond site limit and not indicated in the contract documents is not included in the GMP.
- 14 Rerouting of existing utilities to eliminate existing cross connections (i.e. storm/sanitary) not indicated in the contract documents is not included in the GMP.
- 15 Assume City of Birmingham and Utility Companies services including water, gas, other has sufficient pressure to support systems.
- 16 SESC (Soil Erosion and Sedimentation Control) measures, maintenance and removal is limited to the scope shown on the contract documents.
- 17 Repair/Refurbishing of damaged trees/shrubs as direct result of completion of new work (exterior conc. and masonry, precast, earthwork and ERS systems, glazing) is not included in the GMP. Care will be taken to reduce risk.

03- Concrete

- 1 Bates Street scoring is an allowance
- 2 Proposal excluded permits for FAA or Air Rights for tower cranes.

04-Masonry

1

05- Structural and Miscellaneous Steel

1

07 - Thermal & Moisture Protection

08- Glazing

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Bates Street Parking Structure

Woodward Bates

Birmingham, MI

Estimate Type: GMP

Bid Date: 6/18/19

- 1 Proposal is based on Rich & Associated curtain wall design at stair towers
- 2 See Alternate No 1 for LZG curtain wall design at stair towers cost.

09 - Finishes

- 1 Tile as indicated in North and Southwest stair lobbies.

10 - Specialties

- 1 Proposal includes allowance for wayfinding signage in the Parking Deck.
- 2 Proposal includes allowance for Level one canopies are based on mapes hanger rob architectural canopies 6'-0" wide, flat soffit, 8" tall extruded fascia.

11 - Equipment

- 1 Communications and low-voltage equipment for gate arms and card readers are provided by the City of Birmingham
- 2 Proposal includes allowance traffic control equipment gate arms and card readers.

21 - Fire Suppression

- 1 Wet Sprinklers have not been included. Dry Fire Protection system has been included on all below grade levels and Level 1. Manual dry standpipe fire protection system in included on level 2 thru.7.

22 - Plumbing

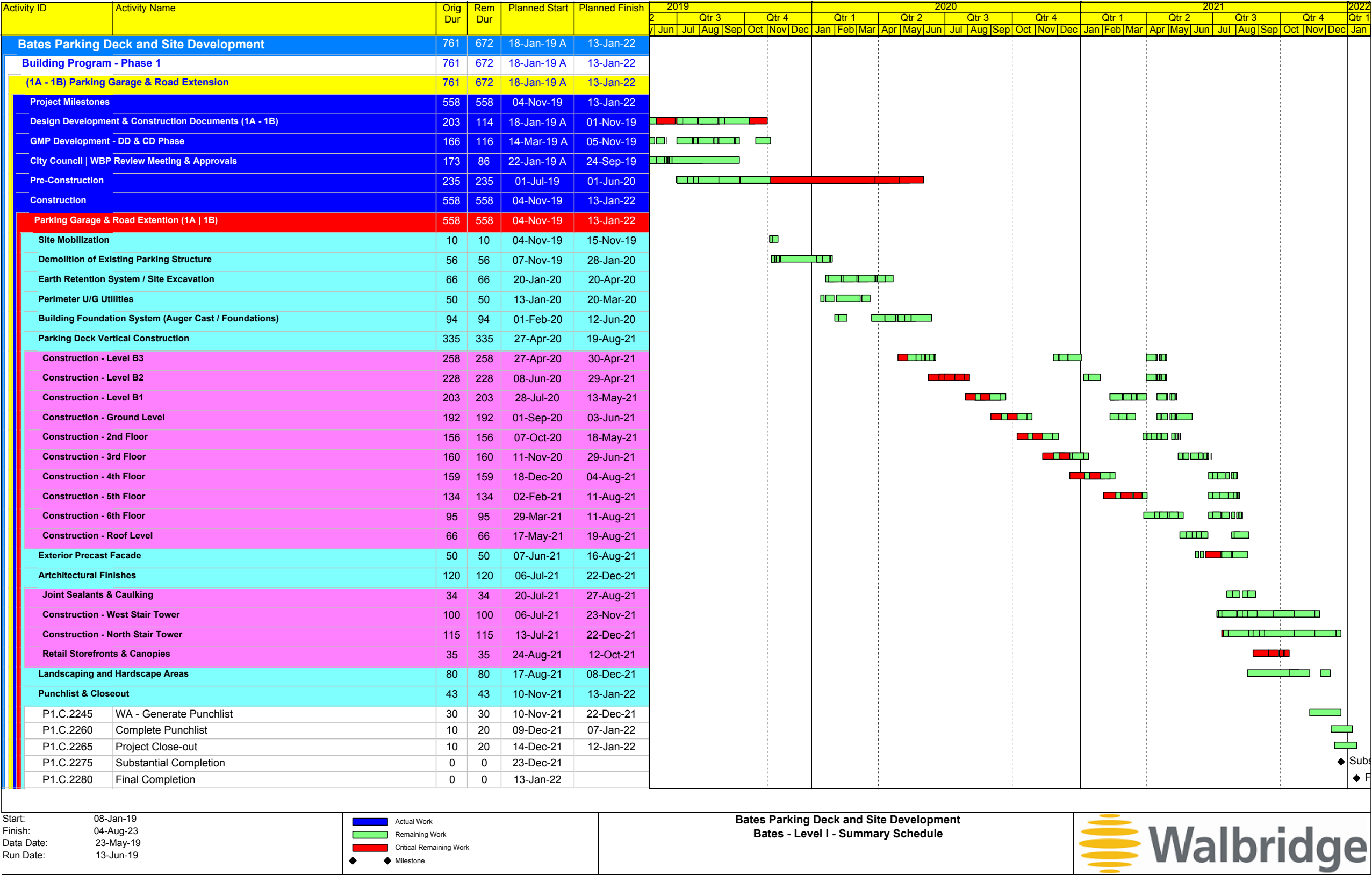
- 1

23 - HVAC

- 1

26 - Electrical

- 1 Proposal includes empty raceways and back boxes for new CCTV (2 cameras locations) only. Low Voltage cabling, hardware or cameras are excluded.
- 2 Proposal excludes the furnish and installation of the Lighting Control System.
- 3 Proposal includes demolition cost for fluorescent lamp disposal.
- 4 Fire Alarm wiring will be routed above the ceiling in bridge rings.
- 5 Proposal excludes car count system.
- 6 Proposal excludes BMS system
- 7 Proposal includes standard door hardware only. Card reader access is excluded.
- 8 Proposal includes Blue light emergency call system.
- 9 Proposal includes provisions for a 400A main breaker metered gear section for future vehicle charging stations.
- 10 LZG drawing A103.L First Level Lighting Concept Plan is excluded, drawing is incomplete in order to price
- 11 Backlit Signage Fixtures



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EXHIBIT D
ESCROW AGREEMENT

To Be Provided

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MEMORANDUM

Office of the City Manager

DATE: June 24, 2019

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Birmingham N.O.W. Project: RFP – Owner’s Representative Services

INTRODUCTION:

On May 6, 2019, the City Commission authorized bond resolution language for the Birmingham N.O.W. project, for an amount not to exceed \$57,400,000. The project includes the demolition of the existing North Old Woodward Parking structure located at 333 N. Old Woodward, construction of a new parking structure with expanded capacity at the same site, and the extension of Bates Street from Willits to N. Old Woodward. The bond resolution has been certified by the County Clerk’s office and the question will appear on the August 6, 2019 ballot.

City Administration has continued working with the Woodward Bates Partners, LLC to establish the required agreements necessary to proceed with the project, if approved on August 6.

Jones Lang LaSalle (JLL) was selected in 2018 to prepare a due diligence report for the proposed project, review and conduct budget validation of the initial proposal and subsequent guaranteed maximum price (GMP) proposals submitted by the Development team, and advise the City on whether the costs were consistent with industry standards and current market rates. JLL’s scope of work was intentionally limited to these items to allow the City Commission time to receive the information key to determining whether to continue with the project. Upon review and the City’s acceptance of the GMP for the preferred parking structure design, JLL will have completed its stated scope of work.

In an effort to ensure a successful transition into the design-build stage of the project, the City will need to secure an Owner’s Representative in order to begin work as stated in the project timeline. Staff is seeking authorization to release the Request for Proposals (RFP) on Friday, June 28, 2019 to begin the selection process. The proposed RFP clearly indicates that selection of an Owner’s Representative is contingent upon successful passage of the bond referendum and that there would be no further official action until August 19, 2019 when a recommendation is presented to the City Commission on the proposal that offers the best value. The proposed timing ensures that the City does not

attempt to enter into an agreement with a Contractor to serve as owner's representative for the project prematurely in the event the August 6, 2019 ballot initiative is unsuccessful.

The Scope of Work included in the proposed RFP has been reviewed by development counsel at Miller Canfield. They have confirmed that the scope contains sufficient substance for the Owner's Representative to carry the project from Design-Build through project completion.

BACKGROUND:

In September of 2015, at the recommendation of the AHPDC, the City issued a Request for Proposals (RFP) for a consultant team comprised of an architectural firm and a parking consultant to provide conceptual drawings and cost estimates related to the expansion of two municipal parking facilities owned by the City. In working with the consultant team to evaluate alternatives and costs, the AHPDC concluded the primary focus for their efforts was to replace the North Old Woodward parking structure and maximize the total number of new spaces available at this site given the adjoining parking lot next to the existing structure. The study was completed in 2016.

The consulting team of Saroki Architecture and Carl Walker were selected to develop a concept plan and vision for the redevelopment of the N. Old Woodward parking structure and the surrounding area. The team presented numerous options to the AHPDC, and the committee eventually selected a preferred concept plan to be included in a future RFP to solicit development teams.

In March 2016, the AHPDC completed a draft Request for Qualifications ("RFQ") seeking a developer or a development team to undertake the collective redevelopment the Bates Street property to include removal of the N. Old Woodward parking deck, construction of an expanded public parking facility, the extension of Bates Street and the private development of commercial and residential space. The City's objective was to solicit creative and innovative development plans, consistent with the preferred alternative, from qualified developers that would partner with the City to extend Bates Street from Willits to North Old Woodward and redevelop the remainder of the site by constructing a parking facility that provides a minimum of 1150 parking spaces to replace the 745 parking spaces currently on the N. Old Woodward / Bates Street site, introducing residential, commercial and/or mixed uses to create an activated, pedestrian-oriented urban streetscape and provide public access to the Rouge River and Booth Park to the north.

After reviewing the draft RFQ in 2016, the AHPDC requested that the Planning Division seek an independent review of the RFQ by a qualified consultant prior to its release to the general public. To this end, the City engaged Tim Kay of Jones Lang LaSalle, which is a national commercial real estate strategy, services and support firm. JLL provides a wide range of services related to commercial real estate throughout the United States, including project and development services. Mr. Kay of JLL completed his review of the RFQ, and provided a letter outlining his comments.

On January 6, 2017, the AHPDC reviewed the draft RFQ and the comments provided by JLL. The Committee requested that a note be added to the RFQ that there is construction currently underway adjacent to the project area for Brookside Terrace, and then voted unanimously to forward the RFQ to the City Commission for their review.

On March 13, 2017, the City Commission directed staff to issue the RFQ consistent with the terms and parameters defined in the preferred alternative. The RFQ was issued on March 16, 2017 seeking qualified developers interested in the N. Old Woodward Parking / Bates Street Extension project.

The City received submittals from the following four development teams:

- Morningside Group;
- Redico;
- TIR Equities; and
- Walbridge / Woodward Bates.

The four responses were reviewed by City staff and advanced to the RFP process

During the summer of 2017, the AHPDC worked with staff to finalize a draft RFP for review and approval by the City Commission. On September 11, 2017, the City Commission approved the issuance of the RFP recommended by the AHPDC consistent with the terms and parameters defined in the preferred alternative.

The City received three proposals in response to the RFP from the following development teams:

- Redico;
- TIR Equities; and
- Walbridge / Woodward Bates Partners.

Although qualified to submit a proposal, the Morningside Group notified the City that they did not intend to submit a response to the RFP.

Each of the three development proposals received in response to the RFP were reviewed by City staff to determine if all of the requirements of the RFP were met. Requests for clarifications were issued. Redico withdrew their bid and did not respond to the request for clarifications. TIR Equities and Walbridge / Woodward Bates partners provided responses.

On March 7, 2018, the AHPDC interviewed the two remaining development teams of TIR Equities and the Walbridge / Woodward Bates team. At the conclusion of the interviews, committee members scored the proposals. Score were as follows:

- TIR Equities – 690 total points
- Walbridge / Woodward Bates – 992 total points.

After the interviews were conducted, the AHPDC discussed the two different development concepts that were proposed, and conducted a detailed analysis of the two proposals. Staff evaluation involved the following five key categories:

- Compliance with the RFP, as issued;
- Assumptions regarding local property tax generation;
- Parking structure cost differentials;
- Financial obligations for the City; and
- Project build-out requirements.

On May 2, 2018, the AHPDC met and reviewed all of the analysis for each of the items outlined above for the remaining two proposals. The committee considered three options for moving forward. The first option they considered recognized that of the two proposals under consideration only one of them is directly responsive to the RFP, and thus this option suggested moving forward only with the development team with the proposal that was responsive to the RFP. The second option that the committee considered was to reject both of the proposals and recommend that the Commission direct staff to reissue an RFP with expanded parameters. The third and final option considered was to proceed with the build out of the parking structure independent of any surrounding development and allow for additional development around the structure later.

The AHPDC voted to recommend to the City Commission that the City continue discussion with the Walbridge / Woodward Bates team to advance their proposal for the public parking development, extension of Bates Street, and the proposed private components.

On June 4, 2018, the City accepted the May 2, 2018 recommendation of the Ad Hoc Parking Development Committee (AHPDC) to accept the Walbridge / Woodward Bates Partners proposal for the North Old Woodward / Bates Street Redevelopment project and directed staff to begin negotiations with the Walbridge / Woodward Bates Partners to reach the terms of a Development Agreement, begin the due diligence review with a development consultant, engage development counsel, and conduct a title search. Staff executed all tasks, as directed.

On April 18, 2019, the non-binding Development Agreement was adopted by the City Commission that established a formal framework for advancement of the project.

On May 6, 2019, the City reviewed the proposed Guaranteed Maximum Price (GMP) for the project and authorized the resolution for the parking structure bond proposal and ballot language for the August 6, 2019 referendum for an amount not to exceed \$57,400,000.

The project team continued to work with the Developer to further refine the GMP pricing with a proposed alternate design for the parking structure and negotiate the terms of a Construction Agreement that would govern the project through completion. On June 20, 2019, the City Commission held a session to review the revised GMP pricing and draft construction agreement. The City indicated that on Monday, June 24, 2019, staff would seek authorization for the release of the Request for Proposals to on board an Owner's Representative that would oversee the project construction with the understanding that no contract for service will be executed until the results of the ballot initiative are known.

LEGAL REVIEW:

The City Attorney's office and Development Counsel at Miller Canfield have reviewed the proposed RFP for Owner's Representative Services and terms of the draft contract and there were no issues identified.

FISCAL IMPACT:

The fees for the Owner's Representative will be paid from the Automobile Parking System, which qualifies as an eligible expense for reimbursement through the bond, if desired.

SUMMARY:

The City Commission is being asked to authorize the release of the Owner's Representative RFP to oversee the design-build construction and closeout phase of the Birmingham N.O.W. project

ATTACHMENTS:

- Proposed RFP

SUGGESTED RESOLUTION:

To authorize the release of the Owner's Representative RFP for professional services to oversee the demolition of the existing North Old Woodward Parking structure located at 333 N. Old Woodward, construction of a new parking structure with expanded capacity at the same site, and the extension of Bates Street from Willits to N. Old Woodward.



REQUEST FOR PROPOSALS OWNER'S REPRESENTATIVE SERVICES

Sealed proposals endorsed **"Owner's Representative Services"**, will be received at Birmingham City Hall, ATTN: Tiffany J. Gunter, 151 Martin Street, Birmingham, Michigan, 48009; until **Monday, July 29, 2019** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms and/or contractors for Owner's Representative Services to support the North Old Woodward Parking garage demolition and rebuild and extension of Bates Street. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at Birmingham City Hall, 151 Martin Street, Birmingham, Michigan. ATTENTION: City of Birmingham, Assistant City Manager, Tiffany J. Gunter.

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

Submitted to MITN:

Deadline for Submissions:

Contact Person:

Friday, June 28, 2019

Monday, July 29, 2019 at 4:00 PM

Assistant City Manager, Tiffany J. Gunter

151 Martin Street

Birmingham, MI 48009

Phone: 248-530-1827

Email: tgunter@bhamgov.org



REQUEST FOR PROPOSALS OWNER'S REPRESENTATIVE SERVICES

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INTRODUCTION

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

The City is accepting sealed bid proposals from qualified professional firms and/or contractors for Owner’s Representative Services to oversee the demolition of the existing North Old Woodward parking garage, construction of a new parking garage on the same site with expanded capacity, and the extension of Bates Street through to North Old Woodward, hereinafter referred to as the “Birmingham N.O.W. project” (Site Plan and Construction Agreement attached). This work must be performed as specified, in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

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

It is anticipated that the selection of a Contractor will be completed by Monday, August 19, 2019. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the date specified by the City. Please note that the selection process is contingent upon successful passage of an August 6, 2019 bond vote required to finance the proposed project.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from contractors presenting their qualifications, capabilities and costs to provide Owner’s Representative services.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Monday, July 29, 2019 at 4:00 PM** to:

**Birmingham City Clerk’s Office
ATTN: CITY CLERK
151 Martin Street
Birmingham, MI 48009**

One (1) original and two (2) copies of the proposal shall be submitted. *Also, include a digital copy of the RFP on a thumb drive in the packet.* The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“OWNER’S REPRESENTATIVE SERVICES”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the contractor. Contractor may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor’s Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made via the Michigan Intergovernmental Trade Network (MITN) no later than Monday, July 15, 2019. Such request for clarification shall be answered via MITN, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Responsiveness to Objectives/Methodology – The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. Experience and Qualifications – The firm must have personnel who have experience with the professional engineering services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the City's project.
3. Capacity – Enumeration of the firm's capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility.
4. Comparable Projects – Provide a list of comparable projects/services (minimum of 3; maximum of 10 public sector clients) that have been successfully completed by your firm within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project.

TERMS AND CONDITIONS:

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

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested within this RFP.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (– **only if selected by the City**).
2. Provide a description of completed projects (preferably projects working with municipalities similar to Birmingham) and other businesses that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

3. Provide a written plan detailing the tasks set forth in the Scope of Work.
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same or similar services included in the Contractor's proposal.
8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY'S RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

Proposals Due – Monday, July 29, 2019

Consultant Selection – August 19, 2019

Contract Execution – September 2019

Construction Commencement – November 2019

Construction Completion – January 2022

SCOPE OF WORK

The City of Birmingham is seeking qualified firm(s) to provide Owner's Representative Services to oversee Birmingham N.O.W. project. During the construction, commissioning, and closeout phases, the Owner's Rep will serve as the key liaison between the City of Birmingham, A&E firm, Design-Builder, trade contractors and other consultants. This service shall include, but shall not be limited to, the coordination of activities and resolution of any resulting problems and attendance and reporting of progress issues to City staff as necessary. Services will begin immediately after award of the contract by the City Commission. Services during this phase will include, but not limited to:

A. General Requirements

- a. Provide a report to the City at least monthly containing the following:
 - i. the status of the Project including trade buyout;
 - ii. a comparison of the Project budget to costs incurred through the date of the report;
 - iii. a comparison of the Project schedule to the work actually completed through the date of the report;
 - iv. any revision to the Project criteria, Project schedule or Project budget made during the time period covered by the report;
 - v. a summary of change orders made during the time period covered by the report;
 - vi. a list of all pending change orders and all outstanding issues requiring action or approval by the City;
 - vii. status of the Design and Construction phase Contingency uses;
 - viii. any quality non-conformances and related status;
 - ix. any safety incidents or accidents and related status;
 - x. any weather impacts and related recovery plans;
 - xi. the status of any governmental requirements and activities required to facilitate approval of the Project; and
 - xii. any other reports concerning the Project as the City may reasonably request.
- b. Owner's Representative shall be available for questions and follow up either by telephone or via in-person site meetings with City Staff as the circumstances require.
- c. Owner's Representative shall help to develop positive working relationships with and among the City, A&E firm, Design-Builder, trade contractors and other consultants.

B. Construction Oversight Services

- a. Owner's Representative's activities shall include the following as reasonably required to complete the project:
 - i. Attend a kick-off meeting to review project goals and objectives
 - ii. Assist and advise the project team through the design phase and through construction process to meet project objectives.
 - iii. Assist the City in coordinating removal, and appropriate disposal of any unwanted equipment or supplies.
 - iv. Assist Design-Builder in obtaining required approvals and permits.
 - v. Assist with site logistics requiring any coordination with the City.
 - vi. Attend Owner/Architect/Contractor progress meetings.

- vii. Monitor Request for Information (RFI) logs, shop drawing submittal logs and facilitate issue resolution, if needed.
- viii. Assist the City in planning & coordinating Design/Prime firm(s) products & services.
- ix. Participate in bid review and approval process throughout the trade buyout phase and make necessary recommendations to the City and to the Design-Builder.
- x. Oversee Project cost accounting and budget tracking process.
- xi. Monitor Project expenditures to ensure that the proposed budget is being met.
- xii. Monitor Design-Builder's change order tracking and facilitate issue resolution in a timely manner, including an accountability log that will be used for all change orders issued for the project that will indicate the source and cost of any and all change orders (e.g., field condition, City initiated, Design-Builder initiated, etc.)
- xiii. Update the Project's major milestone schedule and identify potential conflicts.
- xiv. Track Project budget including expenses to date versus total budget and remaining Project cost estimates.
- xv. Prepare monthly Project status reports for the City.
- xvi. Monitor and assist with the coordination of other vendor(s) activities with the general contractors.
- xvii. Review of payment applications from all contractors and consultants or other vendors in accordance with contractual arrangements and make recommendations for payment.
- xviii. Review and ensure timely receipt of insurance certificates, performance and payment bonds, waivers, sworn statements, and other contractor-required or consultant-required information.
- xix. Review and monitor any claims and/or contested change orders initiated by the Design-Builder or any of its contractors, consultants, or subcontractors and advise the City as to the recommended resolution of such claims and/or contested change orders.
- xx. Assist in evaluating disputes relating to contract interpretation and requirements.
- xxi. Review change order requests for cost, reason, need and responsibility.
- xxii. Notify the City if Owner's Representative becomes aware that the work of a contractor or consultant is not being performed in accordance with the requirements of the Contract Documents or industry standards. The owner's Representative shall not be required to inspect the work, opine on the quality of the work, or determine if the work is in accordance with the Architect's Contract Documents.
- xxiii. Advise the City if Owner Representative believes the work under a construction contract is substantially complete and that a punch list should be prepared. Owner's Representative shall coordinate with the A & E firm and Design-Builder and assist in its determination of the date of substantial completion.

C. Building Commissioning and Project Closeout

- a. Monitor activities of the A & E firm(s), Design-Builder and any other

contractors to ensure they complete their respective contractual obligations. Post construction services typically commence after construction is substantially complete. Owner's Representative will continue to advocate on behalf of the City to ensure the close-out procedures are completed in a timely manner. Activities shall include the following as reasonably required to complete the project.

- i. Assist City staff as needed in coordination & logistics of the move to allow construction to proceed without interruption of workflow and to minimize down time. This process formally begins when building plans and specifications are ready for bidding.
- ii. Assist City Staff in creating a checklist and schedule for occupancy.
- iii. Assist City Staff in reviewing punch list items and associated corrective work.
- iv. Monitor A & E firm(s), Design-Builder and any other contractor's completion of punch list activities.
- v. Participate in a final Project walk-through/inspections with the A & E firm(s) and Design-Builder and any other contractors, to review compliance with the Contract Documents for quality of finished construction.
- vi. Assist with coordinating of the delivery of warranties and guarantees certificates ensuring direct enforcement by the City.
- vii. Assist with the submittal of releases and waivers of liens and sworn statements.
- viii. Assist with the coordination of building systems testing.
- ix. Assist in obtaining occupancy permit, if applicable.
- x. Monitor delivery of as-built drawings and operational manuals for the City's use.
- xi. Assist in scheduling of training staff on building systems, if applicable.
- xii. Assist City in obtaining callback services from the Design-Builder and its contractor for a period at least extending through the correction period.

SUBCONTRACTOR/SUBCONSULTANT

The contractor shall not sublet, assign or transfer the contract or any portion of any payment due the contractor hereunder, without the written consent of the City. If it is the intention of the proposer to use Subcontractor(s) for any of the work called for herein, the respondent shall provide the information required for each Subcontractor, below.

Name of Firm:

Contact Person:

Address/City State:

Phone:

Email:

Brief Narrative of the firm's expertise highlighting completed projects:

Name of Firm:

Contact Person:

Address/City State:

Phone:

Email:

Brief Narrative of the firm's expertise highlighting completed projects:

Name of Firm:

Contact Person:

Address/City State:

Phone:

Email:

Brief Narrative of the firm's expertise highlighting completed projects:

Name of Firm:

Contact Person:

Address/City State:

Phone:

Email:

Brief Narrative of the firm's expertise highlighting completed projects:

LEGAL STATUS OF PROPOSER

CIRCLE ONE: **CORPORATION** **PARTNERSHIP** **LIMITED LIABILITY COMPANY**

State and County in which incorporated:

Official title of person signing proposal:

Address of signer:

Full names, addresses and titles of all the corporation’s directors and officers, or partners,
or members/managers of the LLC:

FIRM QUESTIONNAIRE

Please give the following information regarding your proposal:

List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for in the last ten (10) years

Name: _____ Contact Person: _____

Phone #: _____ E-mail address: _____

Approximate Combined Portfolio Value _____

Name: _____ Contact Person: _____

Phone #: _____ E-mail address: _____

Approximate Combined Portfolio Value _____

Name: _____ Contact Person: _____

Phone #: _____ E-mail address: _____

Approximate Combined Portfolio Value _____

List states and categories in which your organization is legally qualified to do business:

Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:

Had a contract terminated by a client for cause?

Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner's Representative Services?

Does your firm provide other Services besides Owner's Representative Services? If "Yes" explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

Describe its method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

Describe how it stays up-to-date on all construction code, regulatory and other legal requirements related to multi-level parking structure and amphitheater construction.

Describe your firm's preferred plan for on-sight observation/supervision of the project.

Specifically identify and explain any and all exceptions to your firm's compliance with the requirements of this RFP and sample Contract. Failure to specifically identify and explain an exception shall be deemed an express agreement to be bound by the terms of the RFP and Contract.

FORM OF PROPOSAL

To: City of Birmingham, Michigan

_____, 2019

To All Here Present:

Having carefully examined the proposal for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Proposers, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

THIS PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF BIRMINGHAM IN ITS ENTIRETY AS PART OF THE CONTRACTORS PROPOSAL SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR PROPOSAL. IF A PROPOSAL IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO PROPOSAL" IN THE APPROPRIATE SPACE.

UNDERSTANDING OF SERVICE

1. These guidelines are provided to assist firms submitting in response to this Request for Proposals in formulating a thorough response. The successful firm ensures and understands that:
2. All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
3. All required insurances are to be maintained by the firm during the course of the contract.
4. The firm will provide a single point of contact for the duration of the contract.
5. The firm will comply with administrative procedures of the City.
6. The firm will meet with applicable City departments and consultants to review specific concerns or issues.
7. The firm shall perform with a consistent team.
8. The firm shall attend meetings as requested.
9. The firm shall apply for all permits needed for the project(s) on behalf of the City or agency of jurisdiction.
10. The firm shall provide status sheets periodically to City.

CITY OF BIRMINGHAM - PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Birmingham. No contract is active until a purchase order is issued to the successful proposer.

I further propose to deliver the above-described services for the City of Birmingham in an operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the proposal includes all information necessary for the City of Birmingham to accept proposal.

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX # _____ Date: _____

Federal Tax ID: _____



**ATTACHMENT A - AGREEMENT
OWNER'S REPRESENTATIVE SERVICES**

This AGREEMENT, made this _____ day of _____, 2019, by and between the City of Birmingham (hereinafter sometimes called "the City"), having its principal municipal office at 151 Martin Street, Birmingham, MI, and _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to serve as the City's Owner's Representative for the Birmingham N.O.W. project which includes the demolition of the existing North Old Woodward Parking structure located at 333 N. Old Woodward, construction of a new parking structure with expanded capacity at the same site, and the extension of Bates Street from Willits to N. Old Woodward and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

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

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform for Owner's Representative Services to facilitate the Birmingham N.O.W project. The Contractor's cost proposal dated _____ shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto.
2. The Contractor's Proposal shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding on the parties hereto. In the event there is a conflict between the Proposal and this Agreement, this Agreement shall control.

3. The term of this Agreement shall commence on _____ for a period of _____ expiring _____. If changes to the existing terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.
4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the City terminates the Agreement under this paragraph, Contractor will be compensated for any work already performed up to the date of termination. However, Contractor shall not perform any new work or incur new costs after the City's notice of termination unless specifically authorized by the City.
5. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$_____ as set forth in the Contractor's _____ cost proposal. Contractor shall submit monthly invoices in accordance with the schedule of values attached to and incorporated in this Agreement. City will be required to make payments of undisputed amounts against such monthly payment invoices within thirty (30) days of receipt of such invoices.
6. In the event City requests services from the Contractor that are outside the scope of this Agreement ("Additional Services"), the Contractor shall provide a written proposal to the City indicating any additional time or additional cost required to perform such Additional Services. Only upon City's issuance of it written approval of such additional time/cost, if any, the Contractor may commence Additional Services.
7. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
8. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement. The Contractor shall provide a list of personnel assigned to this Project at the commencement of its services. No change in personnel may be made by the Contractor without obtaining a prior written approval of the City.
9. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City of Birmingham ("City"). Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges

given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

10. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
11. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
12. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
13. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
14. The Contractor agrees that neither it nor its sub-Contractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
15. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City.
16. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: 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.
- 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*: City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
- F. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: City of Birmingham, 151 Martin Street, Birmingham, MI 48009.

H. Proof of Insurance Coverage: Contractor shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

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

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

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

19. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

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

21. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESS:

CONTRACTOR:

By: _____

Title: _____

CITY OF BIRMINGHAM

Approved:

Tiffany J. Gunter, Asst. City Manager
(Approved as to substance)

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

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

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



**ATTACHMENT B - BIDDER'S AGREEMENT
OWNER'S REPRESENTATIVE SERVICES**

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY
(Print Name)

DATE

TITLE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS



**ATTACHMENT C - COST PROPOSAL
OWNER'S REPRESENTATIVE SERVICES**

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

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

COST PROPOSAL	
ITEM	BID AMOUNT
Project Management Fee	\$
Anticipated Reimbursable (provide line item detail in the space provided below)	
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL AMOUNT	\$

Firm Name_____

Authorized signature_____ Date_____



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
OWNER'S REPRESENTATIVE SERVICES**

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

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

PREPARED BY
(Print Name)

DATE

TITLE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#



**ATTACHMENT E – CONSTRUCTION AGREEMENT BETWEEN OWNER AND
DEVELOPER**

TO BE ATTACHED UPON ADOPTION BY CITY COMMISSION PRIOR TO RELEASE



ATTACHMENT F- PROJECT SITE PLAN

OWNER'S REPRESENTATIVE SERVICES APPLY TO PHASE 1 PUBLIC COMPONENTS OF PROJECT ONLY: SITES 1A, 1B, and 3



Project Program

- Phase 1
 - * 1A Parking Structure
 - * 1B Bates Street Road Extension
 - 2 5 Story Retail Building (RH)
 - * 3 Retail Storefront
- Note: Courtesy Review Items (#)
- Phase 2 (Upon City Approval)
 - 1C Plaza & Booth Park Connection
 - 4 4 Story Retail / Residential Building
 - 5 4 Story Mixed-Use Building

- Parking Provided	
Project-1A (Parking Structure)	1,142
Street Parking	9
Surface Lot Parking	8
Total Parking Provided	1,159



SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.256.5707
F. 248.256.5315
SarokiArchitecture.com

PROJECT: N. OLD WOODWARD /
BATES STREET
PARKING & SITE
DEVELOPMENT
PHASE #1
E. 10/10/2010 10:40:00
Date: Issued For:
06/10/2010 10:40:00

Sheet No.:

AS101

ARCHITECTURAL SITE PLAN
PROPOSED NEW DEVELOPMENT

1 ARCHITECTURAL SITE PLAN - PROPOSED NEW DEVELOPMENT
AS101 SCALE: 1" = 100'



MEMORANDUM

Finance Department

DATE: June 7, 2019

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director

SUBJECT: Fourth Quarter 2018-2019 Budget Amendment

INTRODUCTION:

Annually, projected revenues and expenditures are received by department heads in order to determine whether any additional adjustments are necessary to the City's current year budget. These adjustments are typically brought to the City Commission in June before the end of the fiscal year.

BACKGROUND:

The Uniform Budgeting Act requires budgets to be amended on a periodic basis as needed. Typically, this is done when the City Commission takes action to approve contracts throughout the year. As the fiscal year end approaches, departments were asked to submit their final revenue and expenditure estimates for the fiscal year. These estimates are compared to the amended budget to determine whether additional budget adjustments are necessary. By state law, only governmental funds are required to have budgets and therefore are the only funds that are recommended to be adjusted by this time.

LEGAL REVIEW:

No legal review is required for this action.

FISCAL IMPACT:

Based on an analysis by the Finance Department of information provided by department heads, the following is a list of the City's governmental funds and recommended adjustments:

General Fund

No adjustments needed.

Greenwood Cemetery Perpetual Care Fund

No adjustments needed.

Major Streets

Projected expenditures for "Administration" is expected to be \$20 over budget as a result of higher than expected costs for audit and forecast services. Expenditures for "Snow & Ice Control" is expected to be under budget by \$40,000 mostly due to less time charged to this activity and the cost of salt being less than anticipated. It is recommended to increase "Administration" expenditures by \$20 and reduce "Snow and Ice Control" expenditures by \$20.

Local Streets

Projected expenditures for "Administration" is expected to be \$20 over budget as a result of higher than expected costs for audit and forecast services. "Maintenance of Streets and Bridges" is projected to be over budget by \$105,000 due to additional staff time spent repairing roads and bridges. "Street Trees" are estimated to be \$5,000 over budget as a result of additional DPS staff time worked in this area. "Snow and Ice Control" expenditures are expected to be under budget by \$20,000 due to the cost of salt being less than anticipated. It is recommended to increase the budgets for "Maintenance of Streets and Bridges" by \$105,000, "Street Trees" by \$5,000, and "Administration" by \$20 and to offset these budget increases by decreasing the budget for "Snow and Ice Control" by \$20,000 and using fund balance for the remaining balance of \$90,020.

Solid Waste Fund

No adjustments needed.

Brownfield Redevelopment Authority

No adjustments needed.

Principal Shopping District

No adjustments needed.

Triangle District Corridor Improvement Authority

No adjustments needed

Law and Drug Enforcement Fund

No adjustments needed

Debt Service Fund

No adjustments needed.

Capital Projects Fund

No adjustments needed.

SUMMARY:

Based on the analysis performed by the Finance Department, it is recommended that the City Commission approve the suggested budget amendments to the Major Street and Local Streets as explained above.

ATTACHMENTS:

None.

SUGGESTED RESOLUTION:

To approve the appropriations and amendments to the fiscal year 2018-2019 budget as follows:

Major Streets Fund:**Expenditures:**

Administration	202-191.202-802.0100	\$ 20
Snow & Ice Control	202-449.006-729.0000	<u>(20)</u>
Total Expenditure Adjustments		<u>\$ 0</u>

Local Streets Fund:Revenues:

Draw from Fund Balance	203-000.000-400.0000	\$ 90,020
Total Revenue Adjustments		<u>\$ 90,020</u>

Expenditures:

Administration	203-191.203-802.0100	\$ 20
Maintenance of Streets and Bridges	203-449.002-981.0100	5,000
	203-449.003-702.0001	65,000
	203-449.003-729.0000	15,000
	203-449.003-941.0000	20,000
Street Trees	203-449.005-702.0001	5,000
Snow & Ice Control	203-449.006-729.0000	<u>(20,000)</u>
Total Expenditure Adjustments		<u>\$ 90,020</u>



NOTICE OF INTENTION TO APPOINT TO PUBLIC ARTS BOARD

At the regular meeting of Monday, August 5, 2019 the Birmingham City Commission intends to appoint one regular member to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2022.

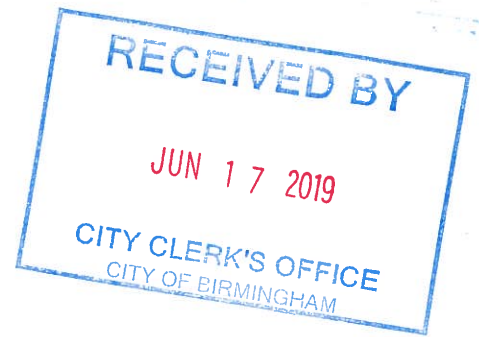
In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.

The objectives of the Public Arts Board are to enrich the City's civic and cultural heritage; to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors; and to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Interested citizens may apply for this position by submitting an application available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, July 31, 2019. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall, in so far as possible, represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.	7/31/19	8/05/19



June 11, 2019

Ms. Cherilynn Mynsberge, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

RE: Important Information—Channel Lineup Change

Dear Ms. Mynsberge:

I am contacting you today regarding upcoming programing change. Customers are being notified of this change via bill message.

Effective July 23, 2019, Tennis channel will be available in our Digital Starter tier.

If I can be of any further assistance, please contact me at 734-254-1557.

Sincerely,

Kyle V. Mazurek
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

INFORMATION ONLY