

**BIRMINGHAM CITY COMMISSION AGENDA**  
**AUGUST 19, 2019**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

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

Pierre Boutros, Mayor Pro Tem

**II. ROLL CALL**

J. Cherilynn Mynsberge, City Clerk

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

***Announcements:***

- Please note that the City Calendar has an error on September 5<sup>th</sup>. The calendar shows a City Commission meeting on September 5<sup>th</sup>. That is incorrect. The City Commission meetings in September are on September 16 and September 23.

**IV. CONSENT AGENDA**

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

- A. Resolution approving the Regular City Commission meeting minutes of August 5, 2019.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated August 7, 2019 in the amount of \$ 855,344.03.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated August 14, 2019 in the amount of \$6,809,504.31.
- D. Resolution to confirm the City Manager's authorization for the emergency expenditure related to the repair of vehicle #30 by Southeastern Equipment Company in the amount of \$7,850.00 from the Auto Equipment Fund account #641.441.006-933.0200, pursuant to Sec. 2-286 of the City Code. Vehicle #30.
- E. Resolution approving the purchase of one 2020 Chevrolet Tahoe from Berger Chevrolet, Inc. through the Oakland County extendable purchasing contract #05218 in the amount of \$35,510.00 from account #641-441.006.971.0100 to replace fire vehicle #5508.
- F. To Award the ADA Upgrade Tennis Facility Main Entrance contract to MGSE Security LLC in the amount of \$21,200 charged to account number 248-690.000-836.0100; to have the Mayor and City Clerk sign the contract on behalf of the City; and further to appropriate and amend the 2019-2020 Community Development Block Grant Fund as follows:

Community Development Block Grant Fund

Revenues:

Federal Grants	248-000.000-503.0000	<u>\$21,200</u>
Total Revenues		\$21,200

Expenditures:

Barrier Free Improvements	248-690.000-836.0100	<u>\$21,200</u>
Total Expenditures		\$21,200

- G. Resolution To award the 2019 Asphalt Paving Program to Asphalt Specialists, Inc., Contract #9-19 (P), as modified, in the amount of \$1,054,508, to be charged as follows:

Major Street Fund	202-449.001-981.0100	\$ 569,821.20
-------------------	----------------------	---------------

Local Street Fund	203-449.001-981.0100	\$ 464,686.80
-------------------	----------------------	---------------

Further, to approve the appropriation and amendment to the 2019-2020 fiscal year Local Street Fund budget as follows:

Local Street Fund

Revenues:

Draw from Fund Balance	203-000.000-400.0000	<u>\$25,000</u>
Total Revenue Adjustments		\$25,000

Expenditures:

Other Contractual Service	203-449.001-981.0100	<u>\$25,000</u>
Total Expenditure Adjustments		\$25,000

**V. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

- A. Resolution approving a request from Burn Fitness to hold the Burn Fitness Breast Cancer 5K at Seaholm High School and on the surrounding streets on October 26th, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- B. It is requested that the city commission meet in closed session pursuant to the Open Meetings Act Section 8(e) regarding 2400 E. Lincoln v. City of Birmingham, and TIR Equities v. City of Birmingham.

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

**VII. REMOVED FROM CONSENT AGENDA**

**VIII. COMMUNICATIONS**

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

**X. REPORTS**

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas

- D. Legislation
- E. City Staff
  - 1. Parking Utilization Report
  - 2. Logo Report
  - 3. City Clerk Certification

<b>XI. ADJOURN</b>
--------------------

**PLEASE NOTE: Due to building security, public entrance during non-business hours is through the Police Department – Pierce St. entrance only.**

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

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

**BIRMINGHAM CITY COMMISSION MINUTES**  
**AUGUST 5, 2019**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

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

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

**II. ROLL CALL**

Present: Mayor Bordman  
Mayor Pro Tem Boutros  
Commissioner DeWeese  
Commissioner Harris  
Commissioner Hoff  
Commissioner Nickita  
Commissioner Sherman

Absent: None

Administration: City Manager Valentine, City Attorney Currier, Police Chief Clemence, Planning Director Ecker, Brooks Cowan, Paul O'Meara, Chief Clemence, James Gallagher, Lauren Wood, Ben Myers, Kevin Byrnes, Matt Bartolino Former Deputy Chief

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

**08-195 -19 ANNOUNCEMENTS**

- Introduction of James Gallagher, Assistant to the City Manager.
- On Thursday, August 8 at 7:00 PM, the jointly sponsored Summer Lecture Series of the Birmingham Museum and Baldwin Public Library will conclude with "Birmingham at the Movies," a look at how Birmingham has contributed to the film industry, presented by movie buff and museum staff MEMBER, Kyle Phillips.
- The City of Birmingham has an election tomorrow, August 6, 2019. The polls will be open from 7:00 a.m. until 8:00 p.m. Qualified residents who are not yet registered to vote may register tomorrow in person at the City Clerk's Office with proof of residency and will then be eligible to vote.
- In The Park Summer Concert Series continues this week on Wednesday, August 7, 2019 with Magic Bus (A journey to Woodstock Late 1960's) at 7:00 PM in Shain Park.

Next week we have our last two concerts, afternoon performance Surf Zup (Surf Guitar Band) on Wednesday, August 14th beginning at Noon - 2:00 PM; and the 7:00 PM band is Nobody's Business (Rockabilly/Roots Rock) in Shain Park.



**08-196-19**

**APPOINTMENT OF FIRE CHIEF, PAUL WELLS**

**MOTION:** Motion by Commissioner Sherman, Second by Commissioner Hoff:  
To concur in the City Manager's appointment of Paul Wells as City of Birmingham Fire Chief.

VOTE:           Yeas,               7  
                  Nays,             0

City Clerk Mynsberge administered the Oath of Office to Fire Chief Wells.

**IV. CONSENT AGENDA**

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

**08-197-19**

**APPROVAL OF CONSENT AGENDA**

The following item was removed from the Consent Agenda:

Commissioner Hoff:           Item M - Resolution approving the Agreement for Local Agency Highway-Railway Bridge Improvements with the Railroad Company in the amount not to exceed \$114,605.00 for painting and rehabilitation work of the Maple Road Railroad Bridge.

**MOTION:** Motion by Commissioner Sherman, seconded by Commission Harris:  
To approve the Consent Agenda, excluding Items M, which was pulled from consent.

ROLL CALL VOTE:   Ayes:           Mayor Bordman  
  Mayor Pro Tem Boutros  
  Commissioner DeWeese  
  Commissioner Harris  
  Commissioner Hoff  
  Commissioner Nickita  
  Commissioner Sherman  
                          Nays:           None

- A. Resolution approving the Regular City Commission meeting minutes of July 22, 2019.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated July 31, 2019 in the amount of \$ 881,404.65.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated July 24, 2019 in the amount of \$ 7,327,657.57.

- D. Resolution approving the street light agreement between the City of Birmingham and DTE Energy Co. regarding the installation of streetlights at 2254 Cole Ave. Further, to direct the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.
- E. Resolution approving the street light agreement between the City of Birmingham and DTE Energy Co. regarding the installation of street lights on Park Street and to charge those costs to account number 401-901.010-981.0100; to direct the Mayor to sign the agreement on behalf of the City; and approve the appropriation and amendment to the FY 2019-2020 Capital Projects Fund budget as follows:
- |                        |                      |                 |
|------------------------|----------------------|-----------------|
| Capital Projects Fund: |                      |                 |
| Revenues:              |                      |                 |
| Draw from Fund Balance | 401-000.000-400.0000 | \$60,501        |
| Special Assessment     | 401-901.010-672.0888 | <u>6,723</u>    |
| Total Revenues         |                      | \$67,224        |
| Expenditures:          |                      |                 |
| Capital Improvements   | 401-901.010-981.0100 | <u>\$67,224</u> |
| Total Expenditures     |                      | \$67,224        |
- F. Resolution approving the City Manager to cast a vote, on the City's behalf, for the three incumbent members of the Michigan Municipal League Workers' Compensation Fund Board of Trustees for four year terms, beginning October 1, 2019.
- G. Resolution approving the Piano in the Park timeline to be extended beyond August 31, 2019 to sometime before December 25, 2019, depending on weather and coordination with Professional Movers.
- H. Resolution approving the purchase of the replacement motor for the Shain Park plaza fountain pump from Roman Fountains in the amount not to exceed \$6,996.00. Funds are available from the Parks Operating Supplies account #101-751.000-729.0000. Further, to waive the normal bidding requirements as Roman Fountains is a sole source provider.
- I. Resolution approving a special event permit as requested by Birmingham Bloomfield Chamber of Commerce to hold the annual Halloween Parade and Pumpkin Patch in Shain Park and streets surrounding the park on October 27, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- J. Resolution approving a special event permit as requested by Piety Hill Chapter, NSDAR to hold the Veterans Day Wreath Laying Ceremony in Shain Park November 11, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- K. Resolution approving the purchase of a traffic signal modernization for the intersection of Derby and Adams from the Road Commission for Oakland County in the amount of

\$143,226.23; further to waive normal bidding requirements and to authorize this expenditure from account number 202-303.001-971.0100; and further to approve the appropriation and amendment to the 2019-20 Major Street Fund as follows:

Major Street Fund Revenues:		
Draw from Fund Balance	202-000.000-400.0000	<u>\$13,960</u>
Total Revenue		\$13,960
Expenditures:		
Traffic Controls-Police	202-303.001-971.0100	
	(Machinery & Equipment)	<u>\$13,960</u>
Total Expenditures		\$13,960

- L. Resolution approving the following improvements at the Maple Rd. and Southfield Rd. intersection, as an interim measure to improve pedestrian safety prior to the reconstruction of the intersection in 2020:
  - 1. Modification of the traffic signal timing to add a 4-second LPI for those using the north/south crosswalk located on the east leg of the intersection.
  - 2. Installation of an R10-15(R) sign stating TURNING VEHICLES YIELD TO PEDS sign for the northbound right turn lane.
- N. Resolution to receive the petition submitted requesting the paving of Lakeview Avenue from Harmon Street to Oak Avenue and to adopt the following resolution:  
 RESOLVED, That this Commission shall meet on Monday, September 16, 2019 at 7:30 P.M., for the purpose of conducting a public hearing of necessity for the improvement proposed herein.  
 FURTHER RESOLVED, if necessity is determined on September 16, 2019, a hearing to review the assessments and to confirm the roll will be held on September 23, 2019 at 7:30 P.M.
- O. Resolution approving the contract amendment with Buccilli Group, L.L.C. for inspection services, to be charged to the various capital improvement accounts for work being undertaken by the City, and further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.
- P. Resolution rejecting all bids for the Pierce Alley Paving project and to direct staff to re-bid the project in the winter/spring of 2020 with construction beginning late summer of 2020 after the Maple Road project.
- Q. Resolution approving the purchase of Rink Seal Pro Preventative Solution from Shaler-Rink Seal Pro in the amount not to exceed of \$8,150.00. Funds are available from the Ice Arena - Other Contractual Services account #101-752.000-811.0000.

**08-198 -19 (ITEM M) MAPLE RAILROAD BRIDGE PAINTING**

Commissioner Hoff asked what would be painted. Ms. Lauren Woods, DPS, explained that everything but the ceiling would be painted a light gray, per railroad requirements.

Mayor Bordman would like to see the gateway to the City enhanced and asked would the railroad company allow for something more creative than gray in color, like a mural, an artist competition, or white tile. Ms. Woods explained that it is owned by CN, and safety would be their main concern; but she would consult with them about available options.

City Manager Valentine commented that this is the first step in a multi-step process of working with the railroad to maintain the bridge. Currently, it needs to be repaired, patched, and cleaned by CN. The proposed Paint job would put it in a position where discussions could be had about further enhancements to the fascia.

**MOTION:** Motion by Commissioner Hoff, and seconded by Commissioner Nickita: Resolution approving the Agreement for Local Agency Highway-Railway Bridge Improvements with the Railroad Company in the amount not to exceed \$114,605.00 for painting and rehabilitation work of the Maple Road Railroad Bridge, to be funded from Property Maintenance

– Other Contractual Service account #101-441.003-811.0000. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City. Further, to approve the appropriation and amendment to the fiscal year 2019-2020 General Fund budget as follows:

General Fund Revenues:			
Draw from Fund Balance	101-000.000-400.0000		<u>\$114,605.00</u>
Total Revenue:			\$114,605.00
Expenditures:			
Property Maintenance –			
Other Contractual Service	101-441.003-811.0000		<u>\$114,605.00</u>
Total Expenditure:			\$114,605.00

VOTE: Yeas, 7  
Nays, 0

## **V. UNFINISHED BUSINESS**

None

## **VI. NEW BUSINESS**

### **08-199-19 PUBLIC HEARING TO AMEND ZONING ORDINANCE – ROOFTOP USE STANDARDS**

Mayor Bordman opened the public hearing at 7:45 p.m.

City Planner Cowan presented the item.

Commissioner Nickita asked about Item #3, structures excluded. Planning Director Ecker explained definition of building height, downtown height overlay, and rooftop.

Commissioner Hoff how does a pool or garden fall into this? City Planner Cowan: pool would be a structure; garden would be more of an amenity

Mayor Bordman closed the public hearing at 8:09 p.m.

**MOTION:** Motion by Commissioner Sherman, and seconded by Mayor Pro Tem Boutros: To approve amendments to Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height Overlay, and Rooftop. (*The 17 Ordinances are appended to these minutes as Attachments A-Q.*)

VOTE:            Yeas,            7  
                     Nays,            0

### **08-200-19 CITY LOGO ADVANCEMENT**

City Manager Valentine and Mark Lance, Factory Detroit, presented the item.

Mark Lance, Factory Detroit, presented recommendations for the new City logo befitting a premium luxury municipality based on the following analysis:

- Survey conducted by City of Birmingham
- Reports from previous agency working on logo and their focus groups.
- Minutes from various meetings on this topic.
- Interviews with City Commission, City Manager, and other staff from City Administration.
- Listening session from members of the community.
- Data submitted by creative teams that went into the city with cameras looking for things to use in the process.
- Other municipal logos across the country as well as luxury and premium brands.
- Five rounds of creative development with over 150 unique logo designs.
- Fourteen designs were presented to the City Manager and City Commission to short list the options and add refinements.
- Finally, three simple, easy to understand, professionally designed, and confident logos were submitted based on the City presenting itself as an aspirational, luxury, and premium community within the metro Detroit region.

Concept #1:

- Let the Birmingham name take center stage, displaying confidence, adding the right style to make the right statement.

Concept #2:

- Architecture, hidden iconography, a silhouette representing a mascot for the City that would be displayed in various ways depending on the application.

Concept #3:

- A modern, contemporary, and dynamic version of the current logo. Using the elements of Birmingham's traditional logo the name, a tree, and a curvy path into the walkable

community capturing the City's history and future together. The pathway to the future would be the core element.

Commissioner Sherman expressed that the Commission needs time to digest the finalized concepts presented and make a decision on a later agenda.

Commissioner Harris agreed with Commissioner Harris and asked for the rationale behind the symbol presented in Concept #3.

- Mark Lance explained, again, that the idea was to take the current logo and reconstruct it. There are three elements to the existing logo, a name, a tree, and a path. In this instance, the elements are not eloquently placed or designed. Merging the existing elements into an abstract streamlined piece would illustrate the path into the future.

Mayor Bordman commented that it will be a hard choice, in a good way, and wants more time to examine the choices and again make the decision on a later agenda.

Commissioner Hoff having been on the logo committee, expressed that the committee have seen many more than the three logos presented. She asked if the Commission would be selecting one of the three. If so, why?

Mayor Bordman responded that unless the commission says we aren't going to have a new logo, then the three concepts presented this evening are what the commission should choose from. She further posed the question to the commissioners: Do you want a new logo after all of this effort? If the answer is "no", there has been a lot of wasted time and resources.

Commissioner Nickita expressed the following:

- The current logo was ill conceived and incredibly below the City's standard.
- He has been strongly in favor of moving forward.
- At this point, any logo is better than the old logo.
- Many people have invested a lot of time and labor. Having designed thousands of logos for clients at my own companies, I know that it is always a challenge.
- The commission should make an effort to study what has been presented and consider moving forward.

Mayor Pro Tem Boutros concurred with Commissioner Nickita that the City spent a lot of time on this effort and is in favor of having a new logo. He also stated that he would like to have more time to study the concepts and a vote should be taken on one concept the next time the commission examines this topic.

Commissioner Hoff agreed that the commission should move forward with a new logo but she did not agree that the commission should go with one of the three concepts presented.

Commissioner Sherman reiterated his previous comment that the commission should accept this report and have time to study and bring it back in a few weeks for discussion.

Commissioner DeWeese agreed on taking a few weeks to bring the topic back to agenda; he hopes that members of the public will get back to the commission with their own perspectives.

- The griffins are the oldest public statues in the City
- In terms of the B, there is an English D and everyone knows that it represents the Detroit Tigers also associated with Detroit; demonstrating that something like that has a life independently.
- It is a matter of perspective and this body needs time for themselves and members of the public to express their preferences.
- It is not a decision to be made tonight.

**MOTION:** Mayor Bordman suggested that the motion be postponed for a later agenda. The commission agreed.

**08-201-19 RESOLUTION TO MEET IN CLOSED SESSION PURSUANT TO SECTIONS 8(E) AND 8(H) OF THE OPEN MEETINGS ACT**

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

To meet in closed session pursuant to the Open Meetings Act Section 8(e) regarding 2400 E. Lincoln v. City of Birmingham, TIR Equities v. City of Birmingham, and Baller/Bloom v. City of Birmingham, Schneider v. City of Birmingham and Section 8(h) to consider material exempt from discussion or disclosure by state or federal statute.

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

ROLL CALL VOTE: Ayes: Mayor Bordman  
Mayor Pro Tem Boutros  
Commissioner DeWeese  
Commissioner Harris  
Commissioner Hoff  
Commissioner Nickita  
Commissioner Sherman

Nays: None

**VII. REMOVED FROM CONSENT AGENDA**

The item removed from the consent agenda was addressed earlier in the meeting.

**VIII. COMMUNICATIONS**

None

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

Mayor Bordman set the time limit at the usual 2 minutes.

Clinton Baller, 822 Shirley, addressed the logo by saying that it was an excellent presentation and a perfect example of where the community ought to give input. It is important to reach out to the community and they should be given an opportunity to vote.

Mr. Baller went on to address the lawsuit that the commission would discuss in closed session. This afternoon the federal district judge, Victoria Roberts, issued a temporary restraining order enjoining the city from limiting what we can say and from cutting off the broadcast. It would be followed up by arguments from both sides and a hearing on September 4, 2019. It is important for the community to know that. He also commented that the motivation was to shut down resident opposition to what the Commission wanted. He evidenced that by stating that the contract provided to he and his attorney had no basis for the action taken. Then the rationale shifted to a provision of the Michigan Campaign Finance Act that was ruled invalid. He thanked the commission for an opportunity to speak.

David Bloom, 5091 Stanley, said that 124 W. Allegan is the address of Bojee Tower in Lansing. A garbage truck filled with \$180,000 made a run from the Lansing address to Birmingham. \$10k of that went to a company owned by Mr. Derrick Dickow, who stood before this body advocating for this Woodward based project without disclosing his financial interest. Another \$10,000 went to a company controlled by Bobby Shostack, who also advocated for the project without disclosing his financial interest. The mayor, city manager, and commission did not want to listen to criticism from residents whom opposed this project, so Mr. Currier fabricated facts to shut down public discourse and violated the public's rights. Mr. Currier also untruthfully responded to who worked on the Myth vs. Facts tabloid. It was not all City employees and no one in this room corrected him. The City ordered at least 2,000 extra tabloids at the taxpayer expense. We had a city ignoring its own parking standards to make this project seem better than it was while residents legitimately questioned it. There was Mr. Valentine telling residents that this vote was about a parking deck and then Birmingham "Yes" on August 1 wrote on Facebook that it was not about parking. This was about progress. So the question became, who told the truth? During that time only one commissioner, Commissioner DeWeese spoke out on the public's right to speak at City Commission meetings. We used to have a desirable and inclusive community. We spent 15 minutes reviewing logos that reflect Birmingham as a premium place to live. Look at what we have, a City that is so much worse enabled by this commission and administration in order to get this project approved.

## **X. REPORTS**

### **08-202-19 COMMISSIONER REPORTS**

The City Commission will appoint three (3) regular members to the Design Review Board on September 16, 2019 to serve three-year terms to expire September 25, 2022.

The City Commission will appoint four (4) regular members to the Historic District Commission September 16, 2019 to serve three-year terms to expire September 25, 2022.



**08-203-19**

**COMMISSIONER COMMENTS**

**XI. ADJOURN**

Mayor Bordman adjourned the meeting to closed session at 9:00 p.m.

J. Cherilynn Mynsberge, City Clerk  
/vc

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 4.18(A), HEIGHT STANDARDS, TO REGULATE ROOFTOP ITEMS EXCLUDED FROM HEIGHT STANDARDS.**

This Height Standards section applies to the following districts: O1, O2, P, B1, B2, B2B, B2C, B3, B4, TZ1, TZ3, **MX**

The following height standard applies:

A.) Structures Excluded:

- 1.) The maximum height limit set forth in the two-page layout in Article 2 shall not apply to any **mechanical** penthouses, **stair enclosures, elevator shafts, elevator lobbies**, rooftop screening, rooftop mechanical equipment and/or other rooftop mechanical appurtenances, **provided the mechanical appurtenances** are screened in accordance with Section 4.54.
- 2.) **An elevator shaft may exceed the maximum height limit by no more than 16 feet.**
- 3.) **An elevator lobby may exceed the maximum height limit by no more than 16 feet provided that it is no larger in area than the area of the elevator shaft which it abuts, measured to the exterior walls.**
- 4.) **Stair enclosures, rooftop screening, rooftop mechanical equipment and/or other rooftop mechanical appurtenances may exceed the maximum height limit by no more than 10 feet.**
- 5.) **Rooftop amenities such as pergolas, trellises, furniture and other similar items may exceed the maximum height limit by no more than 10 feet, provided they meet the requirements of Rooftop Use Standards in Article 5.**

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

**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 4.19(A), HEIGHT STANDARDS, TO  
ALLOW ROOFTOP USE AND AMENITIES IN THE MX ZONE DISTRICT.**

The following height standards apply:

- A. Roofs:
1. Flat roofs shall be no more than 45 feet.
  2. Eave line for sloped roofs shall be no more than 40 feet.
  3. Peak or ridge of any sloped roof shall be no more than 50 feet as measured to the average grade at the sidewalk at the frontage line.
  - ~~4. Maximum overall height including the mechanical and other equipment shall be no more than 50 feet.~~
  5. Sloped roofs no greater than 45 degrees measured to the horizontal shall be permitted for the screening of mechanical and other equipment.
  - ~~6. Any other use or occupancy above 40 feet shall be prohibited.~~
  7. Maximum of 4 stories.

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

**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 5.03 R4 DISTRICT, R5 DISTRICT, R8 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**D. Rooftop Use Standards:**

- 1. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- 2. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this\_\_\_\_\_publication day of\_\_\_\_\_, 2019 to become effective 7 days after publication.

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

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 5.4 R6 DISTRICT, USE SPECIFIC STANDARDS,  
TO ALLOW ROOFTOP USE AND AMENITIES.**

**D. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:
  - i. They are set back at least 5 feet from the eave line.
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.
  - iii. They do not have full enclosures.
  - iv. They do not include eisenglass or similar enclosure materials.
- b. Rooftop structures and amenities may not contain habitable space.

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

**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 5.5 R7 DISTRICT, USE SPECIFIC STANDARDS,  
TO ALLOW ROOFTOP USE AND AMENITIES.**

**D. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- b. Rooftop structures and amenities may not contain habitable space.**

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

**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 5.6 01 DISTRICT, USE SPECIFIC STANDARDS,  
TO ALLOW ROOFTOP USE AND AMENITIES.**

**G. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- b. Rooftop structures and amenities may not contain habitable space.**

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

**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 5.7 02 DISTRICT, USE SPECIFIC STANDARDS,  
TO ALLOW ROOFTOP USE AND AMENITIES.**

**G. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- b. Rooftop structures and amenities may not contain habitable space.**

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

\_\_\_\_\_  
Patty Bordman, Mayor

\_\_\_\_\_  
Cherilynn Mynsberge, City Clerk



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 5.08 P DISTRICT, USE SPECIFIC STANDARDS,  
TO ALLOW ROOFTOP USE AND AMENITIES.**

**F. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:
  - i. They are set back at least 5 feet from the eave line.
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.
  - iii. They do not have full enclosures.
  - iv. They do not include eisenglass or similar enclosure materials.
- b. Rooftop structures and amenities may not contain habitable space.

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

**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 5.09 B1 DISTRICT, USE SPECIFIC STANDARDS,  
TO ALLOW ROOFTOP USE AND AMENITIES.**

**H. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- b. Rooftop structures and amenities may not contain habitable space.**

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

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 5.10 B2 DISTRICT, B2B DISTRICT, B2C DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.'**

**N. Rooftop Use Standards:**

- c. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- d. Rooftop structures and amenities may not contain habitable space.**

ORDAINED this\_\_\_\_\_publication day of\_\_\_\_\_, 2019 to become effective 7 days after publication.

\_\_\_\_\_  
Patty Bordman, Mayor

\_\_\_\_\_  
Cherilynn Mynsberge, City Clerk

**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 5.11 B3 DISTRICT, USE SPECIFIC STANDARDS,  
TO ALLOW ROOFTOP USE AND AMENITIES.**

**F. Rooftop Use Standards:**

- e. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- f. Rooftop structures and amenities may not contain habitable space.**

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

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 5.12 B4 DISTRICT, USE SPECIFIC STANDARDS,  
TO ALLOW ROOFTOP USE AND AMENITIES.**

**K. Rooftop Use Standards:**

- g. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- h. Rooftop structures and amenities may not contain habitable space.**

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

**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 5.13 MX DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**N. Rooftop Use Standards:**

- i. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- j. Rooftop structures and amenities may not contain habitable space.**

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

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 5.14 TZ1 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**B. Rooftop Use Standards:**

- k. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- l. Rooftop structures and amenities may not contain habitable space.**

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

**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 5.15 TZ2 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**B. Rooftop Use Standards:**

- a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - i. They are set back at least 5 feet from the eave line.**
  - ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - iii. They do not have full enclosures.**
  - iv. They do not include eisenglass or similar enclosure materials.**
- b. Rooftop structures and amenities may not contain habitable space.**

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

\_\_\_\_\_  
Patty Bordman, Mayor

\_\_\_\_\_  
Cherilynn Mynsberge, City Clerk



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 5.16 TZ3 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.**

**B. Rooftop Use Standards:**

- c. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:**
  - v. They are set back at least 5 feet from the eave line.**
  - vi. They are of sufficient weight or anchored to the building to resist anticipated wind loads.**
  - vii. They do not have full enclosures.**
  - viii. They do not include eisenglass or similar enclosure materials.**
- d. Rooftop structures and amenities may not contain habitable space.**

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

\_\_\_\_\_  
Patty Bordman, Mayor

\_\_\_\_\_  
Cherilynn Mynsberge, City Clerk

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 9, DEFINITIONS TO DEFINE BUILDING HEIGHT,  
BUILDING HEIGHT- DOWNTOWN OVERLAY, BUILDING HEIGHT,  
TRIANGLE OVERLAY, ROOFTOP, AND ROOFTOP TERRACE.**

Building Height: The Vertical distance measured from existing grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs, and to the midpoint for gable, hip, gambrel, barrel, and shed roofs. In a building having a flat roof, the parapet, if provided, may exceed the maximum building height by up to ~~3 feet 42 inches~~.

Building Height, **Downtown Overlay:** The vertical distance from the average grade at the sidewalk at the frontage line to the highest point of the roof surface in a flat roof and the eaves/eave line for a gable, hip, gambrel, or mansard roof. Height limits do not apply to ~~parapet walls, belfries, steeples or flagpoles. skylights, chimneys, or roof structures for the housing of elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building.~~

**Rooftop: The external upper covering of a building.**

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

---

Patty Bordman, Mayor

---

Cherilynn Mynsberge, City Clerk

**City of Birmingham**  
**Warrant List Dated 08/07/2019**

Meeting of 08/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
267854	*	000855	48TH DISTRICT COURT	91.00
267855		000855	48TH DISTRICT COURT	100.00
267856	*	006965	7UP DETROIT	604.60
267857		008106	ACUSHNET COMPANY	345.57
267858		MISC	ADDISON DEMOLITION & DISPOSAL	500.00
267859	*	007266	AETNA BEHAVIORAL HEALTH LLC	463.45
267860	*	009088	ALADTEC INC	2,995.00
267861		003272	AMERICAN PLANNING ASSOC	1,326.00
267862		002488	AMERICAN TEST CENTER, INC.	1,030.00
267863		MISC	ANDREJ GOLOVAN	208.75
267864		007586	ARROW INTERNATIONAL INC	194.50
267865		000500	ARTECH PRINTING INC	193.00
267867		007479	ASB DISTRIBUTORS	105.05
267868		009102	ATHERTON ROAD SALES	1,248.90
267869	*	004027	AUTOMATED BENEFIT SVCS INC	8,868.14
267870		MISC	BABI CONSTRUCTION INC	2,400.00
267871		003012	BATTERIES PLUS	148.53
267872		004931	BIDNET	175.25
267873		002231	BILLINGS LAWN EQUIPMENT INC.	121.58
267874		000524	BIRMINGHAM LOCKSMITH	404.30
267875	*	001086	CITY OF BIRMINGHAM	321.35
267876	*	001086	CITY OF BIRMINGHAM	923.80
267877	*	001086	CITY OF BIRMINGHAM	114.89
267879		008179	BUCCILLI GROUP, LLC	9,030.00
267880		003907	CADILLAC ASPHALT, LLC	7,723.14
267881		009078	CANON SOLUTIONS AMERICA INC	8,665.00
267883		008993	CAREN PRODUCTS, LLC	235.44
267884		005238	CBTS	4,170.50
267887		008919	CHRISTMAS DONE BRIGHT	3,184.00
267888		MISC	CHRISTOPHER ROSS RUSSO	15.00
267889		007710	CINTAS CORP	183.44
267890		000605	CINTAS CORPORATION	277.25
267891		002234	CMP DISTRIBUTORS INC	259.00
267892	*	004026	COFINITY	1,449.00
267893	*	008955	COMCAST	360.04
267895		MISC	CONSUMERS ENERGY	50.00
267896		002668	CONTRACTORS CLOTHING CO	466.57
267897		001367	CONTRACTORS CONNECTION INC	757.80
267898		008582	CORE & MAIN LP	1,098.67
267900		MISC	CUMMING CONCRETE CONSTRUCTION, INC	100.00
267901		003923	CUMMINS BRIDGEWAY LLC	4,987.54
267902	*	006907	DENTEMAX, LLC	144.90

**City of Birmingham**  
**Warrant List Dated 08/07/2019**

Meeting of 08/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
267903	*	005125	DEVIN DEROECK	80.00
267907		005318	DEWOLF & ASSOCIATES	745.00
267908		009073	DORSEY EMERGENCY MEDICAL ACADEMY	10.00
267909		001454	DOUGLAS CLEANERS INC.	44.50
267910		000190	DOWNRIVER REFRIGERATION	7.98
267911	*	000180	DTE ENERGY	42,273.44
267912	*	000179	DTE ENERGY	1,294.45
267913	*	000179	DTE ENERGY	761.50
267914	*	000179	DTE ENERGY	946.06
267915	*	000179	DTE ENERGY	65.50
267916	*	000179	DTE ENERGY	1,355.31
267917	*	000179	DTE ENERGY	65.98
267918	*	000179	DTE ENERGY	180.28
267919	*	000179	DTE ENERGY	1,941.54
267920	*	000179	DTE ENERGY	188.63
267921	*	000179	DTE ENERGY	42.12
267922	*	000179	DTE ENERGY	421.04
267923	*	000179	DTE ENERGY	728.07
267924	*	000179	DTE ENERGY	74.84
267925		002375	DUANY PLATER-ZYBERK & CO.	13,800.00
267926		009105	E. AUSTELL ASSOCIATION, INC.	3,443.75
267927	*	007538	EGANIX, INC.	120.00
267928		003942	ENABLEPOINT, INC	2,999.00
267929		006876	ENFORCEMENT PRODUCTS INC	3,111.00
267930		MISC	ENOCHS CONSTRUCTION	100.00
267934		008456	MARK FARNSWORTH	3,360.00
267935		008161	FIERA CAPITAL INC	16,002.15
267937		MISC	FRANK REWOLD	1,000.00
267938		MISC	FRANK REWOLD AND SON INC	600.00
267939		007172	GARY KNUREK INC	26.00
267940		007335	GLOBAL TECHNOLOGY SYSTEMS, INC.	125.99
267941	*	004604	GORDON FOOD	1,701.39
267943		MISC	HAGLUND, RICHARD M	100.00
267944		MISC	HAMLIN, BRIAN	200.00
267945		MISC	HARTFORD ROOFING & WARRANTY CO LLC	100.00
267946		003132	HASTINGS AIR-ENERGY CONTROL INC	745.95
267947		007458	HERITAGE - CRYSTAL CLEAN, LLC	568.81
267949		MISC	HOME DEPOT USA INC	500.00
267950		000948	HYDROCORP	1,315.00
267951		004837	IDEACORE, LLC	75.00
267952		002461	IMPERIAL HEADWEAR INC	2,121.38
267953		MISC	JANELLE BOYCE	2,500.00
267954	*	MISC	JOSHUA GREER	75.00

**City of Birmingham**  
**Warrant List Dated 08/07/2019**

Meeting of 08/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
267955		MISC	JULIA KONTOGRUNI	100.00
267956		004088	KGM DISTRIBUTORS INC	404.00
267958		MISC	LMB PROPERTIES LLC	5,457.00
267959		MISC	LOCAL RENOVATIONS	200.00
267961		008551	M & K TRUCK CENTERS	4,252.06
267962		MISC	MARCHETTI, ROGER	2,350.00
267964		008000	MARXMODA	2,875.00
267965		MISC	MAX DELLA-TOREEE WOOLLEY	180.00
267966	*	000888	MCKENNA ASSOCIATES INC	46,102.50
267968		008793	MERGE MOBILE, INC.	73.00
267970		MISC	MICHELE GORSKI	5,000.00
267971		007833	MICHIGAN ASSOCIATION OF PLANNING	390.00
267972	*	009104	MICHIGAN INSTITUTE FOR NEUROLOGICAL	1,000.00
267973	*	008279	MICHIGAN MUNICIPAL EXECUTIVES	474.00
267974	*	008279	MICHIGAN MUNICIPAL EXECUTIVES	449.00
267975		000230	MIKE SAVOIE CHEVROLET INC	184.56
267976		009108	MILO DETROIT, INC	5,000.00
267977		008319	MKSK INC	5,007.48
267979		MISC	MORGAN HELLER ASSOCIATES INC	500.00
267980		MISC	MORTGAGE CONTRACTING SERVICES, LLC	52.50
267981		002652	MPT DRIVES INC	599.98
267983		MISC	NAJAM, FARZAD	62.50
267984		MISC	NAJAM, FARZAD	62.50
267985		009008	NEW TECH BENCH OF BIRMINGHAM LLC	150.00
267986		005431	NILFISK, INC.	5,978.00
267987		003075	NORTH END ELECTRIC	139.35
267988	*	000477	OAKLAND COUNTY	7,544.75
267989	*	004370	OCCUPATIONAL HEALTH CENTERS	162.50
267990	*	000481	OFFICE DEPOT INC	315.52
267992		MISC	PELLA WINDOWS & DOORS, INC.	500.00
267993	*	001753	PEPSI COLA	366.84
267994		MISC	PERSPECTIVES CUSTOM CABINETRY INC	300.00
267995		MISC	POE RESTORATION & WTR. CO.	100.00
267996		001263	POSITIVE PROMOTIONS INC	758.25
267997		MISC	POWER HOME SOLAR	400.00
267998		007463	PUBLIC RUBBER & SUPPLY CO., INC.	50.98
267999		004137	R & R FIRE TRUCK REPAIR INC	213.00
268000		003447	RAFT	400.00
268001		004513	ROCKWORKS, LLC	21,950.00
268002		000218	ROYAL OAK P.D.Q. LLC	84.00
268003		MISC	SCHULTZ ROOFING	100.00
268004		MISC	SCOTT RAYMAKER	100.00
268005		MISC	SCULPTURE CABINETRY AND RENOVATIONS	200.00

**City of Birmingham**  
**Warrant List Dated 08/07/2019**

Meeting of 08/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
268006		007142	SHERWIN-WILLIAMS COMPANY	306.54
268007	*	002871	SIR SPEEDY PRINTING INC	2,006.39
268008	*	008073	SITEONE LANDSCAPE SUPPLY, INC	748.08
268009	*	006591	MICHAEL SLACK	50.00
268010		009107	SOUL MOTOR CO.	4,950.00
268011		000260	SPARTAN DISTRIBUTORS INC	40,316.82
268012		MISC	STAY DRY BASEMENT WATERPROOFING INC	100.00
268013		MISC	STONELEIGH CONSTRUCTION LLC	300.00
268014		004544	STRYKER SALES CORPORATION	622.42
268015		007087	TECHRADIUM, INC	198.00
268016		008748	TECHSEVEN COMPANY	1,373.75
268017		MISC	TEMPLETON BUILDING COMPANY	2,500.00
268018		MISC	THD AT HOME SERVICES INC	100.00
268019		MISC	THOMAS SEBOLD & ASSOCIATES, IN	12,400.00
268021		MISC	TIMBER RIDGE RENOVATIONS	200.00
268022		000275	TIRE WHOLESALERS CO INC	132.08
268024		004379	TURNER SANITATION, INC	448.00
268025		007226	VALLEY CITY LINEN	76.40
268026	*	000158	VERIZON WIRELESS	76.02
268027	*	000158	VERIZON WIRELESS	153.67
268029	*	000158	VERIZON WIRELESS	153.69
268030	*	000158	VERIZON WIRELESS	1,039.87
268031	*	009010	WCI CONTRACTORS INC	91,831.50
268033		MISC	WEDDELL, GREGORY	500.00
268034	*	000301	PAUL WELLS	274.94
268036		007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	5,890.00
SUBTOTAL PAPER CHECK				\$459,295.05

ACH TRANSACTION

1259	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	13,638.83
1260	*	002284	ABEL ELECTRONICS INC	390.00
1261	*	000282	APOLLO FIRE EQUIPMENT	1,741.25
1262		007382	BEACON ATHLETICS	313.20
1264	*	007345	BEVERLY HILLS ACE	68.88
1265	*	008044	CLUB PROPHET	270.00
1267	*	000207	EZELL SUPPLY CORPORATION	290.84
1268		006181	FIRST CHOICE COFFEE SERV	144.45
1269	*	007314	FLEIS AND VANDENBRINK ENG. INC	4,050.00
1270	*	000243	GRAINGER	141.68
1271	*	007465	IN-HOUSE VALET INC	11,400.00
1272	*	002407	J & B MEDICAL SUPPLY	160.06
1273		000261	J.H. HART URBAN FORESTRY	44,208.04
1274		000186	JACK DOHENY COMPANIES INC	1,003.28
1275	*	003458	JOE'S AUTO PARTS, INC.	1,708.90

**City of Birmingham**  
**Warrant List Dated 08/07/2019**

Meeting of 08/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
1276	*	005550	LEE & ASSOCIATES CO., INC.	3,150.00
1279	*	007856	NEXT	111.40
1280		001864	NOWAK & FRAUS ENGINEERS	39,161.75
1281	*	006359	NYE UNIFORM COMPANY	364.50
1282	*	002767	OSCAR W. LARSON CO.	600.68
1283		008269	PREMIER SAFETY	4,738.05
1284	*	001062	QUALITY COACH COLLISION	810.00
1285	*	003554	RKA PETROLEUM	11,809.29
1286		005380	SALZBURG LANDSCAPE SUPPLY	2,495.00
1287	*	003785	SIGNS-N-DESIGNS INC	190.00
1288	*	001097	SOCWA	243,515.41
1289		005787	SOUTHEASTERN EQUIPMENT CO. INC	2,383.96
1290		008056	SPINA ELECTRIC	768.00
1291	*	002037	TOTAL ARMORED CAR SERVICE, INC.	736.27
1292		004692	TRANSPARENT WINDOW CLEANING	1,400.00
1293	*	004320	TRI-COUNTY POWER RODDING, INC	295.00
1294		007706	UTEC	208.20
1295		000298	VESCO OIL CORPORATION	83.25
1296	*	000969	VIGILANTE SECURITY INC	155.00
1297	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,659.81
1298	*	000306	WOLVERINE CONTRACTORS INC	1,645.00
1299	*	000926	WRIGHT TOOL COMPANY	239.00
SUBTOTAL ACH TRANSACTION				\$396,048.98
GRAND TOTAL				\$855,344.03

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



Mark Gerber  
Finance Director/ Treasurer

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

**City of Birmingham**  
**Warrant List Dated 08/14/2019**

Meeting of 08/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
268037	*	000855	48TH DISTRICT COURT	100.00
268038	*	000855	48TH DISTRICT COURT	100.00
268039	*	000855	48TH DISTRICT COURT	60.00
268040	*	000855	48TH DISTRICT COURT	100.00
268041	*	000855	48TH DISTRICT COURT	100.00
268042	*	000146	6TH CIRCUIT COURT	500.00
268043		004877	AASLH	118.00
268044		007012	ACROSS THE STREET PRODUCTIONS INC	346.50
268045		007745	ALL COVERED	4,907.60
268046	*	001797	ALLEGRA MARKETING, PRINT, MAIL	548.00
268047		001206	AMERICAN MIDWEST PAINTING INC	2,575.00
268048		MISC	ANDERSON BROS POOLS INC	200.00
268050		MISC	ARONOWITZ, EDMUND S	300.00
268053		003012	BATTERIES PLUS	258.00
268054		000524	BIRMINGHAM LOCKSMITH	3.45
268055	*	001086	CITY OF BIRMINGHAM	598.25
268056	*	001086	CITY OF BIRMINGHAM	411.09
268057		003526	BOUND TREE MEDICAL, LLC	132.99
268059		006520	BS&A SOFTWARE, INC	2,423.00
268060		008179	BUCCILLI GROUP, LLC	702.00
268061		003907	CADILLAC ASPHALT, LLC	2,905.59
268062	*	000443	CCH INCORPORATED	1,054.00
268063	*	000444	CDW GOVERNMENT INC	735.33
268064		MISC	CERTIFIED HOME IMPROVEMENT LLC	200.00
268065		MISC	CICHOSKI, MATTHEW DAVID	100.00
268066		002234	CMP DISTRIBUTORS INC	282.00
268067		MISC	COMBAT BASE CLARKSTON	500.00
268068	*	008955	COMCAST	459.74
268069		001367	CONTRACTORS CONNECTION INC	184.00
268070		008582	CORE & MAIN LP	428.38
268071		MISC	CRETU CONSTRUCTION	200.00
268072	*	MISC	CURRAN DEVELOPMENT CO INC	600.00
268073		MISC	DARING YOUNG BUILDING	100.00
268075		007506	DST INDUSTRIES INC.	1,400.00
268076	*	000179	DTE ENERGY	33.34
268077	*	000179	DTE ENERGY	57.99
268078	*	007538	EGANIX, INC.	720.00
268079		004671	ELDER FORD	2,288.53
268080		009103	ELSTER AMCO WATER LLC	907.02
268081		003422	EMERGENCY MEDICAL PRODUCTS INC	978.09
268082		MISC	EMERGENCY RESTORATION COMPANY	100.00
268083	*	008970	ENCODEPLUS, LLC	1,840.00



**City of Birmingham**  
**Warrant List Dated 08/14/2019**

Meeting of 08/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
268084		001495	ETNA SUPPLY	30,820.00
268086		008666	F J LAFONTAINE & SONS	4,420.00
268087		MISC	FOURNIER HOME ENHANCEMENTS LLC	100.00
268088		MISC	FRANK REWOLD AND SON INC	2,000.00
268089		008498	FRANK'S SHOE SERVICE	25.00
268090		MISC	FREDERICK ERNEST SMITH	100.00
268091		MISC	GILES CONSTRUCTION	100.00
268092	*	004878	GOVERNMENT FINANCE OFFICERS	150.00
268093		MISC	GREAT LAKES LANDSCAPE DESIGN, INC	100.00
268094		001531	GUNNERS METER & PARTS INC	1,510.00
268095		MISC	GUTTER SYSTEMS OF MICHIGAN	100.00
268096		007342	H2A ARCHITECTS, INC.	2,465.00
268097		000342	IBS OF SE MICHIGAN	580.75
268098		000344	J.T. EXPRESS, LTD.	3,475.82
268099		003823	JAY'S SEPTIC TANK SERVICE	160.00
268100	*	007244	CHRISTOPHER JUDKINS	425.00
268101		MISC	KAFTAN, JEFFREY D	100.00
268102		004088	KGM DISTRIBUTORS INC	363.00
268103		005350	KLM BIKE & FITNESS INC	127.50
268104		MISC	LERMAN CORPORATION	300.00
268105		008551	M & K TRUCK CENTERS	224.16
268106		003934	MADISON GENERATOR SERVICE INC	169.95
268107		MISC	MAJIC WINDOW CO.	500.00
268108		MISC	MATTHEW R DWYER	300.25
268109		000888	MCKENNA ASSOCIATES INC	58,820.00
268110	*	001505	MEADOWBROOK INSURANCE GROUP	7,081.73
268111		MISC	MERRILLWOOD INVESTMENT LLC	200.00
268112		009085	MGSE SECURITY LLC	692.00
268115		MISC	MILLCREEK CONSTRUCTION MANAGEMENT C	2,500.00
268116		MISC	MODERN HEALTH PHARMACY	100.00
268117		MISC	MORSE, JANICE	85.00
268118	*	008160	MPARKS	20.00
268119		008687	NORTH BREATHING AIR, LLC	483.00
268120		MISC	NORTHLAWN R T LLC	100.00
268121	*	000477	OAKLAND COUNTY	453,397.84
268122		000675	OAKLAND SCHOOLS	5,062.01
268123	*	000481	OFFICE DEPOT INC	890.27
268124		MISC	OROW HOME IMPROVEMENT	200.00
268125		MISC	PAFCO BUILDING	500.00
268129	*	007633	CASEY PEDERSEN	74.15
268130		009087	POCO SALES, INC	2,810.00
268132		008058	PSTGP, LLC	475.00
268132	*	008058	PSTGP, LLC	475.00

# City of Birmingham

## Warrant List Dated 08/14/2019

Meeting of 08/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
268133		MISC	RENEWAL BY ANDERSEN	500.00
268134		MISC	ROBERT J SOWLES	100.00
268135		MISC	ROYAL OAK AWNING	200.00
268136		002556	CITY OF ROYAL OAK	183,303.38
268137	*	002806	SAM'S CLUB/SYNCHRONY BANK	114.66
268138		MISC	SCOTT QUALITY HOMES II LLC	200.00
268139		007142	SHERWIN-WILLIAMS COMPANY	33.72
268140	*	004202	SHRED-IT USA	126.31
268141		MISC	STERLING IMAGE CONSTRUCTION, INC	500.00
268142		MISC	STEVEN LIPSHULTZ	328.80
268144		006749	SUPERIOR SCAPE, INC	2,332.00
268145		MISC	SURFACE SEALING, INC.	300.00
268147	*	MISC	TIMOTHY DAVIS	52.00
268148	*	007768	MELISSA TOOLE	459.60
268149		MISC	TOWER CONSTRUCTION LLC	5,000.00
268150		005806	ULINE	538.23
268151		000931	VARSITY SHOP	205.68
268152	*	000158	VERIZON WIRELESS	435.29
268154		MISC	WALLSIDE INC	1,000.00
268155	*	000299	WEINGARTZ SUPPLY	852.56
268156		MISC	WESLEY KARL GILLETTE	200.00
268157		MISC	WILTZ, MARK R	200.00
268158		MISC	WORRY FREE	100.00
268159		008391	XEROX CORPORATION	837.99
268160		MISC	ZAREMBA & COMPANY	1,560.00
SUBTOTAL PAPER CHECK				\$812,620.54
<u>EFT TRANSFER</u>				
" "		008857	5.11 TACTICAL OPS CENTER	584.92
" "		008554	BOYNE MOUNTAIN RESORT	120.44
" "		MISC	BRYCER LLC	15.00
" "		MISC	EZ DYNAMICS	11.49
" "		MISC	ICHAT	10.00
" "		MISC	IHEART RADIO	1,000.00
" "		001450	OAKLAND COUNTY PKS & REC COMM.	800.00
" "		MISC	OUTFRONT MEDIA	1,000.00
" "		005789	SAMSON MANUFACTURING INC	401.99
" "		MISC	SOMEKA	59.95
SUBTOTAL EFT TRANSFER				\$4,003.79
<u>ACH TRANSACTION</u>				
1300	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	46,469.56
1301		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	1,975,412.29
1302		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	3,161,512.42

**City of Birmingham**  
**Warrant List Dated 08/14/2019**

Meeting of 08/19/2019

Check Number	Early Release	Vendor #	Vendor	Amount
1304	*	009106	CITY OF BIRMINGHAM #240	15,994.50
1305	*	009106	CITY OF BIRMINGHAM #240	5,791.00
1306		006812	MUNICIPAL ADVISORY COUNCIL OF MI	100.00
1307	*	002284	ABEL ELECTRONICS INC	2,599.95
1308	*	008555	ABELL PEST CONTROL INC	41.80
1309	*	000518	BELL EQUIPMENT COMPANY	756.90
1310	*	007345	BEVERLY HILLS ACE	28.48
1311	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	78.75
1312	*	000157	BOB ADAMS TOWING INC	680.00
1313	*	000603	CHEMCO PRODUCTS INC	232.00
1314	*	006077	DI PONIO CONTRACTING INC	612,199.00
1315	*	003807	DOETSCH INDUSTRIAL SVCS INC	74,425.09
1316	*	000565	DORNBOS SIGN & SAFETY INC	551.11
1317	*	001077	DUNCAN PARKING TECH INC	985.59
1318		000331	HUBBELL ROTH & CLARK INC	32,289.81
1319	*	002407	J & B MEDICAL SUPPLY	1,152.41
1320	*	007870	J.C. EHRLICH CO. INC.	42.00
1321		000261	J.H. HART URBAN FORESTRY	22,154.74
1322		000186	JACK DOHENY COMPANIES INC	100.05
1323	*	003458	JOE'S AUTO PARTS, INC.	55.09
1324	*	007856	NEXT	1,500.00
1325		001864	NOWAK & FRAUS ENGINEERS	34,163.59
1326	*	006359	NYE UNIFORM COMPANY	31.50
1327		000897	PRINTING SYSTEMS INC	2,364.21
1327	*	000897	PRINTING SYSTEMS INC	203.15
1328	*	001181	ROSE PEST SOLUTIONS	195.00
1329	*	003785	SIGNS-N-DESIGNS INC	220.00
1330	*	001255	TEKNICOLORS INC	49.99
1331	*	004692	TRANSPARENT WINDOW CLEANING	500.00
SUBTOTAL ACH TRANSACTION				\$5,992,879.98
GRAND TOTAL				\$6,809,504.31

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



Mark Gerber  
Finance Director/ Treasurer

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

# MEMORANDUM

Department of Public Services

**DATE:** August 7, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Lauren A. Wood, Director of Public Services  
Aaron J. Filipski, Public Services Manager

**SUBJECT:** Emergency Repairs – Case Front-End Loader #30

---

**INTRODUCTION:**

Vehicle #30 – a 2008 Case front-end loader – required an emergency expenditure in order to expedite repairs to its brake system during a scheduled service visit at Southeastern Equipment Company.

**BACKGROUND:**

During an inspection of this equipment, technicians noted that the brake conditions were “marginally normal” but were worn beyond what is typical for a loader of this size and age, due, in part, to its extensive on-road use for leaf and snow removal. Because this equipment is critical to those operations, a failure requiring lengthy repairs would significantly affect DPS operations.

In the interest of avoiding operational delays, particularly during peak season, and incurring additional transport costs for shipping this equipment to the service center, the Department of Public Services requested approval for this emergency expenditure.

**LEGAL REVIEW:**

This item does not require legal review.

**FISCAL IMPACT:**

The Department of Public Services requested a purchase order in the amount of \$7,850.00 from the Automotive Equipment Fund, equipment maintenance account #641.441.006-933.0200.

**SUMMARY:**

The Department of Public Services requests City Commission confirmation of the manager’s authorization to proceed with the emergency repairs related to vehicle #30.

**ATTACHMENTS:**

This report contains no attachments.

**SUGGESTED RESOLUTION:**

To confirm the City Manager’s authorization for the emergency expenditure related to the repair of vehicle #30 by Southeastern Equipment Company in the amount of \$7,850.00 from the Auto Equipment Fund account #641.441.006-933.0200, pursuant to Sec. 2-286 of the City Code.

**DATE:** August 6, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Lauren A. Wood, Director of Public Services  
Aaron J. Filipski, Public Services Manager

**SUBJECT:** Vehicle #5508 Replacement

**INTRODUCTION:**

Due to age and condition, the Department of Public Services recommends replacement of Fire Department vehicle #5508, a 2003 Chevy Tahoe.

**BACKGROUND:**

Vehicle #5508 was identified for replacement and listed in the vehicle replacement schedule, as published in the FY 19-20 budget and qualifies for replacement as illustrated by the replacement assessment below:

#5508 – 2003 Chevrolet Tahoe

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	16
Miles/Hours	1 point each 10,000 miles of usage	6.3
Type of Service	Type 1 – Standard sedans and light trucks	1
Reliability	Level 2 – In shop one time within 3-month time period; one breakdown/road call within 3-month period.	2
M & R Costs	Level 2 – Maintenance costs are 21-40% of replacement costs	2
Condition	Level 3 - Noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior, and a weak or noisy drive train	3
TOTAL POINTS 28+, <b>POOR</b> – needs priority replacement		<b>30.3</b>

The Department of Public Services recommends replacing this vehicle with a 2020 Chevrolet Tahoe 4x4, available from Berger Chevrolet of Grand Rapids, through the Oakland County cooperative purchasing contract #05218.

The replaced unit will be repurposed as a backup hydrant maintenance vehicle until the planned purchase of an additional maintenance pickup truck – scheduled for the 21-22 fiscal year – at which time it will be sold at public auction.

**LEGAL REVIEW:**

This purchase does not require legal review.

**FISCAL IMPACT:**

Funds for this purchase, totaling \$35,510, are available in the Auto Equipment Fund, account #641-441.006-971.0100.

**SUMMARY:**

Based on age and condition, the Department of Public Services recommends replacement of vehicles 5508 with a 2020 Chevrolet Tahoe at a total cost of \$35,510.

**ATTACHMENTS:**

No attachments are included with this report.

**SUGGESTED RESOLUTION:**

To approve the purchase of one 2020 Chevrolet Tahoe from Berger Chevrolet, Inc. through the Oakland County extendable purchasing contract #05218 in the amount of \$35,510.00 from account #641-441.006.971.0100.



# MEMORANDUM

(Maintenance Department)

**DATE:** July 29, 2019  
**TO:** Joseph A. Valentine, City Manager  
**FROM:** Carlos Jorge, Facility Supervisor  
**SUBJECT:** ADA Upgrade Tennis Facility Main Entrance

## INTRODUCTION:

The main entrance to the Birmingham Racquet Club, located at 2100 E Lincoln St, Birmingham, MI 48009, needs to be upgraded to continue to meet ADA requirements. To address this, the City has allocated funding from the Community Development Block Grant (CDBG) program for this project. Funding in the amount of \$23,535 is available.

## BACKGROUND:

The city posted a Request for Proposals on June 12, 2019 to MITN to remove the existing door, frame, and hardware for both the exterior and vestibule doorways of the main entrance and replace with standard equipment and automatic openers suitable to meet ADA requirements. According to MITN, forty-five matching supplier firms were invited to participate in this RFP. The City hosted a pre-bid meeting on June 27, 2019 for companies to examine the site and ask any questions pertaining to the project scope of work. On July 16, 2019, one bid was received from MGSE Security LLC, totaling \$21,200.

The lack of interested firms may be attributed to the fact that this project has several specific requirements due to being funded by a CDBG program federal grant. This grant requires additional forms to be completed and compliance with the Davis Bacon Act which stipulates how much you have to pay different trades of workers.

Company	Total Bid
MGSE Security LLC	\$21,200.00

## LEGAL REVIEW:

City Attorney Tim Currier has provided a legal review of the contract agreement between the City of Birmingham and MGSE Security LLC, for the project titled ADA Upgrade Tennis Facility Main Entrance.

**FISCAL IMPACT:**

The City has \$23,535 available through CDBG funds for this project. This project was originally budgeted in fiscal year 2018-2019, therefore, a budget amendment will be necessary.

**SUMMARY:**

The sole bidder for the ADA Upgrade Tennis Facility Main Entrance has experience in CDBG projects and is familiar with the wage and reporting requirements of the Davis Bacon Act. This bidder appears knowledgeable in regard to the particulars outlined in the project scope of work, meets all the city requirements, and has presented a qualified proposal for this project. It is therefore recommended that the contract award for the ADA Upgrade Tennis Facility Main Entrance go to MGSE Security LLC.

**ATTACHMENTS:**

1. Request for Proposals
2. Contract Agreement with insurance documents
3. Bidder Agreement, Cost Proposal, Iran Sanctions Act Form

**SUGGESTED RESOLUTION:**

To Award the ADA Upgrade Tennis Facility Main Entrance contract to MGSE Security LLC in the amount of \$21,200 charged to account number 248-690.000-836.0100; to have the Mayor and City Clerk sign the contract on behalf of the City; and further to appropriate and amend the 2019-2020 Community Development Block Grant Fund as follows:

Community Development Block Grant Fund

Revenues:

Federal Grants	248-000.000-503.0000	<u>\$21,200</u>
Total Revenues		\$21,200

Expenditures:

Barrier Free Improvements	248-690.000-836.0100	<u>\$21,200</u>
Total Expenditures		\$21,200





**REQUEST FOR PROPOSALS**  
**ADA Upgrade Tennis Facility Main Entrance**

Sealed proposals endorsed **“ADA Upgrade Tennis Facility Main Entrance”**, will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until 2:00 p.m., **Tuesday, July 16, 2019**, after which time bids will be publicly opened and read.

**Bidders will be required to attend a mandatory pre-bid meeting on Thursday, June 27, 2019 at 9:00 a.m. at the Birmingham Racquet Club located at 2100 E. Lincoln St., Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Wednesday, June 26, 2019 by contacting Carlos Jorge at (248) 530-1882.**

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified firms to provide all materials and labor to remove and replace the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

**ATTENTION:**

**This is a Federally Funded project.**

**The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. This municipality is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.**

The RFP, including the Specifications and required federal documents, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or from the contact person listed below.

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

<b>Submitted to MITN:</b>	<b><u>June 12, 2019</u></b>
<b>Mandatory Pre-Bid Meeting:</b>	<b><u>Thursday, June 27, 2019 at 9:00 a.m.</u></b> Birmingham Racquet Club 2100 E. Lincoln St, Birmingham, MI 48009 (Please register by 6/26/2019)
<b>Deadline for Questions:</b>	<b><u>Tuesday July 9, 2019</u></b>
<b>Deadline for Submissions:</b>	<b><u>2:00 p.m. on Tuesday, July 16, 2019</u></b>
<b>Contact Person:</b>	Carlos Jorge, Building Superintendent 151 Martin Street Birmingham, MI 48009 Phone: (248) 530-1882 Email: <a href="mailto:cjorge@bhamgov.org">cjorge@bhamgov.org</a>



**REQUEST FOR PROPOSALS**  
**ADA Upgrade Tennis Facility Main Entrance**

---

**Contents**

INTRODUCTION .....	3
REQUEST FOR PROPOSALS (RFP) .....	3
MANDATORY PRE-BID MEETING .....	4
INVITATION TO SUBMIT A PROPOSAL .....	4
INSTRUCTIONS TO BIDDERS .....	4
FEDERAL REQUIREMENTS.....	5
EVALUATION PROCEDURE AND CRITERIA.....	6
TERMS AND CONDITIONS .....	6
CONTRACTOR’S RESPONSIBILITIES.....	7
CITY RESPONSIBILITY .....	8
SETTLEMENT OF DISPUTES .....	8
INSURANCE.....	8
CONTINUATION OF COVERAGE .....	8
EXECUTION OF CONTRACT .....	9
INDEMNIFICATION.....	9
CONFLICT OF INTEREST .....	9
EXAMINATION OF PROPOSAL MATERIALS.....	9
PROJECT TIMELINE.....	9
SCOPE OF WORK.....	9
ATTACHMENT A - AGREEMENT .....	13
ATTACHMENT B - BIDDER’S AGREEMENT.....	20
ATTACHMENT C - COST PROPOSAL .....	21
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM.....	22
ATTACHMENT E - OAKLAND COUNTY CDBG CONTRACTOR INFORMATION FORM .....	23
ATTACHMENT F - REQUIRED FEDERAL FORMS.....	24

## **INTRODUCTION**

For purposes of this request for proposal, 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 firms to provide all materials and labor to remove and replace the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility. 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 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.

This is a Federally Funded project.

The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. This municipality is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

It is anticipated the selection of a firm will be completed in early August 2019. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

## **REQUEST FOR PROPOSALS (RFP)**

The purpose of this Request for Proposals (RFP) is to request sealed bids from qualified parties presenting their qualifications, capabilities, and costs to provide all materials and labor to remove and replace the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility

## MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the existing equipment and to make inquiries about the RFP. The mandatory pre-bid meeting is scheduled for **Thursday, June 27, 2019 at 9:00 a.m.** at the **Birmingham Racquet Club located 2100 E. Lincoln St., Birmingham, MI 48009**. Bidders are requested to register for the pre-bid meeting by **Wednesday June 26, 2019** by contacting Carlos Jorge at 248-530-1882.

## INVITATION TO SUBMIT A PROPOSAL

**Proposals shall be submitted no later than 2:00 p.m., on Tuesday, July 16, 2019 to:**

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

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“ADA Upgrade Tennis Facility Main Entrance”**. 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: Carlos Jorge, Building Superintendent, City of Birmingham, 151 Martin Street, Birmingham, MI 48009 or [cjorge@bhamgov.org](mailto:cjorge@bhamgov.org). Such requests for clarification shall be delivered, in writing, **no later than 4pm on Tuesday, July 9, 2019**.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and

Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

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

## **FEDERAL REQUIREMENTS**

This is a Federally Funded project. The selected Contractor and Subcontractors on this project must comply with HUD contract provision 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. This municipality is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

Once a bidder has been selected for this project, there are federal documents that **must** be filled out correctly.

The federal documents which convey the minimum wage rates that must be paid to Laborers and Mechanics, as well as, other federal requirements for this project are included as an attachment to this bid.

The following federal forms and guidelines must be completed by the successful bidder:

1. "Notice To All Employees" SIGN (WH1321)
2. Agreement of the Prime Contractor
3. Contractor Certification
4. Sub-Contractor Certification
5. Certified Payroll Form (WH-347)
6. Statement of Compliance (WH-348)
7. Payroll Reporting
8. Employee Interview form
9. \*Davis Bacon Prevailing Wage Decision
10. HUD 4010 Labor Relations letter
11. EEO 11246
12. Section 3 Requirements
13. Ethnic Ownership Report
14. HUD Contract Provisions
15. Bonding Requirements
16. Sworn Statement
17. Waiver

18. Labor Standards Compliance Requirements for Self-Employed Laborers & Mechanics
19. Section 3 Vicinity Hiring
20. Section 3 Income Certification Form

**Note: *\*The wage decision does not include an expiration date, but may be modified or superseded prior to the Bid Opening Date.***

***Ten days prior to the Bid Opening Date, the City of Birmingham will verify the Wage Decision is still current.***

## **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 in the Scope of Work (p. 8).
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Overall Costs.
4. 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. A bid bond or certified check is required for all contracts and shall be provided by the bidder at the time of the bid and submitted with the bid. The amount of the bid bond shall be five percent (5%) of the total amount of the bid.  
**If a contractor fails to deliver the required bonds, the bid will be rejected.**
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Ten percent (10%) of the total contract amount shall be withheld until the project is completed and has passed all necessary inspections.
8. The Contractor will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **CONTRACTOR'S RESPONSIBILITIES**

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

1. Complete and sign all forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B - p. 18)
  - b. Cost Proposal (Attachment C - p. 19)
  - c. Agreement A (p. 11 - **only if selected by the City**).
  - d. Iran Sanctions Vendors (Attachment D – p. 20)
  - e. Federal forms identified under Federal Requirement Section specified on page 5 (Attachment F – **only if selected by the City**)
  - f. Contractor Information Form (Attachment E – p. 20 – **only if selected by the City**) to bring to the pre-construction meeting prior to the signing of the contract.
2. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
3. 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.
4. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9). Include information about which staff members and/or sub-contractors will be responsible for each task and the time required to complete each task.

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 a similar size and scope.
7. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
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.
9. The contractor will be responsible for acquiring a building permit at and call for the inspection from the City of Birmingham, if applicable.

## **CITY RESPONSIBILITY**

The City will provide a designated representative to work with the Contractor to coordinate activities and to inspect and verify any work performed by the Contractor.

## **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONTINUATION OF COVERAGE**

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.



## **EXECUTION OF CONTRACT**

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

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **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**

It is expected work will begin no later than August 2019 and be completed within four (4) weeks. The Contractor will not exceed the timelines established for the completion of this project.

## **SCOPE OF WORK**

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

### **Exterior-**

Remove existing exterior doors, hardware, center post and threshold. Install new aluminum frame in existing opening that remains. Install new doors and hardware scheduled as following:

**Frame** – Special-Lite clear aluminum frame with side-lites. Model SL-260.  
Contractor to verify opening by field measuring of the existing opening

**Doors** – Special-Lite 6'-0" x 7'-0" clear aluminum door pair. Model SL-16 with 4" x 60" long narrow lite.

**Hardware:**

- 2ea. Select SL11 Hinge
- 1ea. Von Duprin 99EO 630 Exit Device
- 1ea. Von Duprin 99NL-OP 630 Exit Device
- 1ea. Keyed Cylinder to match existing – keyed per owner requirements
- 2ea. Ives 8190-HD 630 90 Degree Offset Door Pull
- 1ea. Special Lite SL60 Removable Mullion
- 1ea. LCN 4642 AL Auto Door Operator
- 1ea. NGP 426E Aluminum Threshold
- 2ea. Special Lite SL-301 Bottom Sweep
- 1ea. LCN 8310-866FLA Bollard Post
- 1ea. 8310-853 Actuator
- 1ea. 8310-853TWP Surface Mount Actuator

**Vestibule:**

Remove exiting frame, door and hardware. Modify current opening if required to install new frame, door and hardware scheduled as following:

**Frame** – Special Lite clear aluminum frame. Model SL-250. Contractor to verify opening by field measuring of the existing opening:

**Door** – Special Lite 3'-0" x 7'-0" SL14 full glass

**Hardware:**

- 1ea. Select SL11 Hinge
- 1ea. Ives 9190 Offset Pull 12"CTC/Pushbar 33"CTC Combo
- 1ea. LCN 4642 AL Auto Door Operator
- 2ea. 8310-853TWP Surface Mount Actuator.

**Door Actuators must be hardwired.** Wireless transmitters will not be permitted. Contractor is responsible for 120V AC power supply from dedicated circuit and low voltage wiring from actuators to auto door operators.

**Bollard must be set in new concrete footing.**

**ADA Special Closers:**

1. *Where "Low Energy Power Operated Door" as defined by ANSI Standard A156.19 is indicated for doors required to be accessible to the disabled,*

*provide electrically powered operators complying with the ADA requirements for opening force and time to close standards.*

2. *Full closing force shall be provided when the power or assist cycle ends.*
3. *Modular design, adjustments easily accessible from the front, UL listed for use on labeled doors.*
4. *Shall have "Second Chance" function to accommodate momentary resistance, "Breakaway" function in the electronically controlled clutch, "Soft Start" motor control function and "Maintain Hold-Open Switch" to hold the door open at 90 degrees.*
5. *Shall have built in 12V and 24V power supply for actuators, card readers, electric strikes and magnetic door locks, inputs for both swing and stop side sensors and available to accept either 120VAC or 220VAC input power. All wiring connections between operator modules made by easy-to-handle electrical connectors. Shall comply with both UL and NEC requirements for Class 1 and Class 2 wiring by providing separate conduits for each.*
6. *Shall have seven independent electronic adjustments to tailor the operator for specific site conditions. Opening speed, holding force at 90 deg., sequential trigger and time delay, hold-open time at 90 deg., opening force, clutch "breakaway" force setting, electric strike trigger and time delay.*
7. *Shall have separate and independent adjustments for back check, main speed and latch speed.*
8. *Furnish actuators and other controls as shown in Hardware Sets.*
9. *IR-LCN Series as listed in sets.*

***The Contractor will be responsible for all wiring low voltage and high voltage to be concealed and completed by contractor.***

1. Upon the execution of the agreement by both parties The Contractor shall order all necessary materials including the new operators & switches.

2. The Contractor shall provide the specified products and perform the following services in accordance with the requirements defined by the RFP- ADA Upgrade Tennis Facility Main Entrance.
3. The Contractor will be responsible for obtaining all necessary permits, including but not limited to electrical and building permits, and call for the inspections from the City of Birmingham.
4. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
5. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
6. The Contractor will be responsible for the proper operation of the new ADA operators and give a year warranty on the whole project.
7. The Contractor shall provide any and all equipment manuals and warranty information related to this project to the City upon completion of the project.
8. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

**ATTACHMENT A - AGREEMENT**  
**ADA Upgrade Tennis Facility Main Entrance**

---

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_, Inc., having its principal office at \_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through the City Manager's Office, is desirous of removing and replacing the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located 2100 E. Lincoln St., Birmingham, MI 48009.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to provide all materials and labor to remove and replace the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions;

**WHEREAS**, the City has indicated this is a Federally Funded project for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009. The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents;

**WHEREAS**, the Contractor attended a Pre-Construction Meeting on \_\_\_\_\_, 2019 located within the City to go over the Federal Required Documents for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009;

**WHEREAS**, the Contractor follow the Davis Bacon Prevailing Wage Decision (the federal document which convey the minimum wage rates that must be paid to Laborers and Mechanics) for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009;

**WHEREAS**, the Contractor must complete the Federal required forms and guidelines following the Pre-Construction Meeting (date to be determined) for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA

at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009. The Federal required forms and guidelines are:

1. "Notice To All Employees" SIGN (WH1321)
2. Agreement of the Prime Contractor
3. Contractor Certification
4. Sub-Contractor Certification
5. Certified Payroll Form (WH-347)
6. Statement of Compliance (WH-348)
7. Payroll Reporting
8. Employee Interview form
9. Davis Bacon Prevailing Wage Decision
10. HUD 4010 Labor Relations letter
11. EEO 11246
12. Section 3 Requirements
13. Ethnic Ownership Report
14. HUD Contract Provisions
15. Bonding Requirements
16. Sworn Statement
17. Waiver
18. Labor Standards Compliance Requirements for Self-Employed Laborers & Mechanics
19. Section 3 Vicinity Hiring
20. Section 3 Income Certification Form

**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 all labor, to provide all materials, all equipment required, including accessories and incidentals necessary for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009;

**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 all labor, including accessories and incidentals, necessary for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009, and the Contractor's cost proposal dated \_\_\_\_\_, 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, than the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Contractor's \_\_\_\_\_, 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 than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage, if applicable.
- F. 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.
- G. 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.
- H. 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.
- I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

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

CONTRACTOR

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the

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

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

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

WITNESSES:

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

By: \_\_\_\_\_

Patricia Bordman

Its: Mayor

\_\_\_\_\_

By: \_\_\_\_\_

Cherilynn Mynsberge

Its: City Clerk

Approved:

\_\_\_\_\_  
Carlos Jorge, Building Superintendent  
(Approved as to substance)

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

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

\_\_\_\_\_  
Joseph Valentine, City Manager  
(Approved as to substance)

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**ADA Upgrade Tennis Facility Main Entrance**

---

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.

---

**BID PREPARED BY**  
**(Print Name)**

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**

**ATTACHMENT C - COST PROPOSAL**  
**ADA Upgrade Tennis Facility Main Entrance**

---

**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:

<b>COST PROPOSAL</b>	
<b>ITEM</b>	<b>BID AMOUNT</b>
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
<b>TOTAL BID AMOUNT</b>	\$

Firm Name\_\_\_\_\_

Authorized signature\_\_\_\_\_ Date\_\_\_\_\_

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**ADA Upgrade Tennis Facility Main Entrance**

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

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

---

**PREPARED BY**  
**(Print Name)**

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**

---

**TAXPAYER I.D.#**

## ATTACHMENT E - OAKLAND COUNTY CDBG CONTRACTOR INFORMATION FORM

Community Name: \_\_\_\_\_

Please bring the following information to the pre-construction meeting and plan on having your payroll clerk also attend. Certified payrolls will be discussed and need to be correctly submitted on a weekly basis from each contractor that works on the project in order to receive payment for this project.

Contractor Name	Address	Phone #	IRS #	Contract Amount	General Contractor "Yes or No"	Ethnic Code *	Ownership: Male or Female

\*Indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

Racial/Ethnic Codes:

- 1 = White Americans: Persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.
- 2 = Black Americans: Persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.
- 3 = Native Americans: Persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.
- 4 = Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- 5 = Asian/Pacific Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, China, India, Japan, Korea, the Philippine Islands, and Samoa.
- 6 = Hasidic Jews

If you have any questions: Mike Pucher, Contract Compliance Officer, 248-858-0196

## **ATTACHMENT F - REQUIRED FEDERAL FORMS**

---

The attached Federal required forms and guidelines are:

1. "Notice To All Employees" SIGN (WH1321)
2. Agreement of the Prime Contractor
3. Contractor Certification
4. Sub-Contractor Certification
5. Certified Payroll Form (WH-347)
6. Statement of Compliance (WH-348)
7. Payroll Reporting
8. Employee Interview form
9. Davis Bacon Prevailing Wage Decision
10. HUD 4010 Labor Relations letter
11. EEO 11246
12. Section 3 Requirements
13. Ethnic Ownership Report
14. HUD Contract Provisions
15. Bonding Requirements
16. Sworn Statement
17. Waiver
18. Labor Standards Compliance Requirements for Self-Employed Laborers & Mechanics
19. Section 3 Vicinity Hiring
20. Section 3 Income Certification Form



# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

L. BROOKS PATTERSON  
Oakland County Executive



Mike Pucher  
Supervisor, Contract  
Compliance Unit

COMMUNITY & HOME  
IMPROVEMENT DIVISION

Oakland Pointe, Ste. 1900

250 Elizabeth Lk. Rd.  
Pontiac, MI 48341-0414

Tel (248) 858-0196

Fax (248) 858-5311

Toll Free (888) 350-0900 x-80196

pucherm@oakgov.com

www.oakgov.com/chi/

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

Date \_\_\_\_\_ Municipality \_\_\_\_\_

## **Agreement of Prime Contractor**

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

General Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**Contractor's Certification**  
Community Development Block Grant Program  
Concerning Labor Standards and Prevailing Wage Requirements

TO: Mike Pucher, Supervisor  
Contract Compliance Unit  
Oakland County Community & Home Improvement  
Oakland Pointe, Ste 1900  
250 Elizabeth Lk. Rd.  
Pontiac Mi 48341-0414

PROJECT NAME:

PROJECT NUMBER (if any)

1. The undersigned, having executed a contract with \_\_\_\_\_  
in the amount of \$ \_\_\_\_\_ for the construction of the above-identified project, acknowledges that:
- (a) The Federal Labor Standards Provisions are included in the aforesaid contract.
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) Employer's IRS # is:

(b) Legal name and the business address of the undersigned are:

(c) The undersigned is (please check one):

☐ A Single Proprietorship

☐ A Corporation Organized in The State of:

☐ A Partnership

☐ Other Organization (Describe)

(d) Name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(e) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(f) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_  
(Authorized Signature)

Date \_\_\_\_\_

**Sub Contractor's Certification**  
Community Development Block Grant Program  
Concerning Labor Standards and Prevailing Wage Requirements

TO: Mike Pucher, Supervisor  
Contract Compliance Unit  
Oakland County Community & Home Improvement  
Oakland Pointe, Ste 1900  
250 Elizabeth Lk. Rd.  
Pontiac Mi 48341-0414

PROJECT NAME:

PROJECT NUMBER: (if any)

1. The undersigned, having executed a contract with \_\_\_\_\_  
for \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

in the construction of the above-identified project, certifies that:

(a) The Federal Labor Standards Provisions of the Contract are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is Designated as an ineligible contractor pursuant to any of the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about \_\_\_\_\_  
(Date)

3. He certifies that:

(a) EMPLOYER IRS # is: \_\_\_\_\_

(b) Legal name and the business address of the undersigned are: \_\_\_\_\_

(c) The undersigned is (**please check one**):

<input type="checkbox"/> A Single Proprietorship	<input type="checkbox"/> A Corporation Organized in The State of:
<input type="checkbox"/> A Partnership	<input type="checkbox"/> Other Organization (Describe)

(d) Name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(e) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(f) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

\_\_\_\_\_  
(Name of Subcontractor)

\_\_\_\_\_  
(Authorized Signature)

Date\_\_\_\_\_

EXHIBIT VIII-T

STATEMENT OF COMPLIANCE, Form WH-348

U.S. DEPARTMENT OF LABOR  
WAGE AND HOUR DIVISION

Form Approved  
Budget Bureau No. 44-R1093

Date \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state:  
(Name of Signatory Party) (Title)

(1) That I paid or supervised the payment of the person employed by \_\_\_\_\_  
\_\_\_\_\_ on the \_\_\_\_\_;  
(Contractor or Subcontractor) (Building or Work)

during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ all persons employed on said project have  
been paid the full weekly wages earned, that no rebates have been or will be made either directly or  
indirectly to or on behalf of said \_\_\_\_\_  
(Contractor or Subcontractor)

person and that no deductions have been made either directly or indirectly from the full wages earned by  
any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A),  
issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 180, 72  
Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than  
the applicable wage rates contained in any wage determination incorporated into the contract; that the  
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are  
registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

**EXHIBIT VIII-T, Cont.**

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each labor or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	EXPLANATION

REMARKS:

---

NAME AND TITLE (Typed)

SIGNATURE

THE LAWFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 16 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.)



## **EXHIBIT VIII-T, Cont.**

### **INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE**

---

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

#### **Contractors who pay all required fringe benefits:**

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than predetermined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of this payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

#### **Contractors who pay no fringe benefits:**

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium of the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exception shall be noted in Section 4(c).

#### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as cash in lieu of fringes. Any exception to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

GPO: 1981 0 -345-632

For sale by the Superintendent of Documents  
U. S. Government Printing Office  
Washington DC 20402

## PAYROLL REPORTING

Federal payroll reporting requirements apply to this project. Payroll form WH-347 must be prepared and transmitted to the municipality contracting the project each week until completion.

### ALL PAYROLLS MUST CONTAIN THE FOLLOWING:

1. employer's IRS number on the upper left hand corner of the first project payroll
2. name and address of the contractor or subcontractor
3. Number payrolls consecutively (i.e., 1, 2, 3, etc.). **Label the first project payroll "INITIAL" and the last payroll "FINAL."** Submit a "no work" payroll form if work is suspended for a period of time, stating on the form, "NO WORK, weeks ending 10/7/99 to 10/28/99, payrolls 7, 8, 9, 10." Include an authorized certifying signature.
4. project name, location and number
5. (column 1) Each employee's address and social security number must appear on the first payroll on which his name appears.
6. (column 3) Work Classification, consult the wage decision to determine the exact trade title and class, for example, "Laborer group 1" or "Power Equipment Operator group 1".  
  
If an employee is an apprentice, a copy of his registration in a bona-fide apprenticeship program must be submitted with the first payroll on which he is listed.
7. (columns 4) Days and dates, show the hours worked each day on this project, straight time and overtime. Overtime hours are those hours over 40 in a week.
8. (column 5) Total hours for the week for this project, show any overtime hours on line "O" and straight time hours on line "S".
9. (column 6) Hourly rate of pay, it can be more than the base rate shown in the wage decision for the given work classification, but never less. Pay time-and-one-half (Overtime) for hours over 40 in a week (the 40 hours compiled from all work). Calculate the time-and-one-half rate by multiplying the base rate of pay by 1.5 . Fringe benefit payment is required on all hours worked on this job (one rate for fringes no matter what). If a company owner works on the project, enter "NA" (not applicable), followed by "OWNER/OPERATOR." The owner's name, etc., must also appear on the Contractor's or Sub.'s Certification form HUD 1421 or HUD 1422.
10. (column 7) Gross amount earned, show the gross amount earned on this job over the gross amount earned for the week (all work), example: 535.92/759.92 .
11. (columns 8) deductions for the week, all work
12. (column 9) Net wages paid for the week (all work), column 7 figure (all work) minus column 8 figure (total deductions) must equal column 9 figure.

### Reverse Side of Payroll

13. "Statement of Compliance," complete the entire reverse side of the payroll form.

Mark the appropriate box indicating the method of fringe benefit payment:

Mark box (4) (a) if the fringe benefits (**in at least the amounts shown in the wage decision**) are paid to approved plans, funds or programs. If such is the case, record only the base rate of pay on the face of the payroll in column 6, on line "S";

Mark box (4) (b) if the fringe benefits are paid to the employees directly in cash, that is, paid to them in their paychecks instead of a plan. If such is the case, record the total fringe benefits paid per hour on the payroll face, under the base rate of pay in column 6, on line "S," example: 15.54/6.79;

If neither of the descriptions given under boxes (4) (a) or (4) (b) conforms exactly to your situation, mark the box (4) (a) **OR** (4) (b) that most closely resembles your company circumstances, but also provide an explanation of the "EXCEPTIONS" (differences) under section (4) (c).

14. Certifying signature, an authorized, original signature must appear in the signature box in the lower right corner, on the back of the payroll form.

# Record of Employee Interview

## U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)			15b. Signature of Interviewer		15c. Date of interview

## Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

General Decision Number: MI190095 02/15/2019 MI95

Superseded General Decision Number: MI20180095

State: Michigan

Construction Type: Building

County: Oakland County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	02/15/2019

ASBE0025-002 06/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.58	32.32

---

BOIL0169-001 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 38.65	26.22

---

BRMI0001-001 06/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	21.22
TILE FINISHER.....	\$ 27.94	19.12
TILE SETTER.....	\$ 34.66	19.12

-----  
CARP0687-003 06/01/2018

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building).....	\$ 32.00	27.82

-----  
CARP1045-001 06/01/2018

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 28.60	23.88

-----  
CARP1102-002 06/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 33.65	32.25

-----  
ELEC0058-011 07/01/2018

	Rates	Fringes
ELECTRICIAN Excludes Alarm Installation & Low Voltage Wiring.....	\$ 41.28	24.03
Low Voltage Wiring Installer.....	\$ 24.25	12.38
Technician.....	\$ 35.01	14.08

-----  
ELEV0036-002 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.96	33.705

-----  
ENGI0324-017 08/01/2018

	Rates	Fringes
OPERATOR: Power Equipment GROUP 1.....	\$ 40.99	23.95
GROUP 2.....	\$ 39.49	23.95
GROUP 3.....	\$ 37.99	23.95
GROUP 4.....	\$ 37.69	23.95
GROUP 5.....	\$ 36.87	23.95
GROUP 6.....	\$ 36.01	23.95

GROUP 7.....	\$ 35.04	23.95
GROUP 8.....	\$ 33.33	23.95
GROUP 9.....	\$ 24.99	23.95

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

-----  
IRON0025-019 06/01/2018

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.48	27.74
STRUCTURAL.....	\$ 35.52	28.65

-----  
IRON0025-022 06/01/2018

	Rates	Fringes
IRONWORKER STRUCTURAL (Metal Building Erection Only).....	\$ 35.52	28.65

-----  
LABO0259-002 08/01/2017

	Rates	Fringes
LABORER: Asbestos Abatement (Removal from Floors, Walls & Ceilings).....	\$ 27.86	12.87

-----  
LABO0334-005 06/01/2018

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 20.52	6.90
GROUP 2.....	\$ 18.52	6.90

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

-----  
LABO1076-003 06/01/2017

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer; Sandblaster.....	\$ 24.35	20.42

-----  
PAIN0022-003 06/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 26.06	17.66
PAINTER: Drywall Finishing/Taping.....	\$ 27.05	18.26
PAINTER: Spray.....	\$ 26.86	17.66

-----  
PAIN0357-002 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 31.72	18.71

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

-----  
PLAS0067-001 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.63	14.07

-----

PLAS0067-004 04/01/2014

	Rates	Fringes
PLASTERER.....	\$ 30.63	14.07

-----  
PLUM0098-001 06/05/2018

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 39.77	27.13

-----  
PLUM0636-011 06/05/2017

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation).....	\$ 40.41	29.35

-----  
ROOF0149-001 06/01/2018

	Rates	Fringes
ROOFER.....	\$ 32.40	21.88

-----  
\* SFMI0704-001 01/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.65	27.27

-----  
SHEE0080-001 07/01/2018

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 41.05	26.66

-----  
TEAM0247-001 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1		
Flatbed; Pickup; Dump & Tandem.....	\$ 26.71	0.70+a
GROUP 2		
Semi.....	\$ 26.86	0.70+a
GROUP 3		
Lowboy.....	\$ 26.96	0.70+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.



FOOTNOTE:

a. \$456.70 per week, plus \$67.10 per day.

-----  
SUMI2011-020 02/01/2011

	Rates	Fringes
ELECTRICIAN (Alarm Installation).....	\$ 24.31	5.53
INSTALLER - OVERHEAD DOOR.....	\$ 27.98	0.00
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

-----

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



---

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

STANDARD FEDERAL EQUAL EMPLOYMENT  
OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
( EXECUTIVE ORDER 11246 )

a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract  
Specifications (Executive Order 11246)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of

race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in

the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and

discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative

action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at

least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment

Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]



Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section

3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type). Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

( ) **Female**                      ( ) **Male**

( ) **White Americans**: persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.

( ) **Black Americans**: persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.

( ) **Native Americans**: persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.

( ) **Hispanic Americans**: persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

( ) **Asian/Pacific Americans**: persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

( ) **Other: Please Specify:** \_\_\_\_\_

Date \_\_\_\_\_

Project \_\_\_\_\_

Business Name \_\_\_\_\_

Representative Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196

## *CDBG*

### *Contract Provisions*

A grantee's and subgrantee's contracts must contain the provisions listed here. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contractors more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. ( All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity, " as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance. With the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with Davis Bacon Act (40 U.S.C.276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.

- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11788, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).  
[53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]
- (14) Debarment, Suspension, Ineligibility and Voluntary Exclusion  
The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<https://www.sam.gov/SAM/>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

**Oakland County  
CDBG  
Bonding Requirements**

For construction or facility improvement contracts or subcontracts the following bonds are required.

- 1) *A bid guarantee from each bidder equivalent to 5% of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument **accompanying a bid** as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Contracts or Subcontracts exceeding \$50,000.00.

- 2) *A performance bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 3) *A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected.

OC File # \_\_\_\_\_

**Sworn Statement  
Oakland County Community and Home Improvement**

\_\_\_\_\_ being duly sworn, deposes and says that \_\_\_\_\_ is the  
(contractor) (Sub-Contractor) for an improvement to the following described real property situated in: Oakland County, Michigan, described as follows:

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages of fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Number	Subcontractor	Type of improvement furnished	Amount currently owed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as Owner of the (contractor) (subcontractor) for the purpose of representing to the owner of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No.497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

**WARNING TO OWNER:** AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

**WARNING TO DEPONENT:** A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

\_\_\_\_\_  
(Deponent). Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County Michigan- My commission expires \_\_\_\_\_.



**Oakland County Community and Home Improvement Division  
FULL UNCONDITIONAL WAIVER**

Technician Name: \_\_\_\_\_

Oakland County File Number: \_\_\_\_\_

My/our contract with \_\_\_\_\_

To provide \_\_\_\_\_

For an improvement to the property described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAVE BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION  
LEIN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED  
AND RELEASED.

Company name: \_\_\_\_\_

Company address: \_\_\_\_\_

Legal signature of lien claimant: \_\_\_\_\_

Name printed: \_\_\_\_\_

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



August 28, 2012



This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities website at [https://www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/olr\\_9601](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_9601).



## Labor Standards Compliance Requirements

- ☐  Information by State
- ☐  Print version

Date: December 2, 1996

(Rev 1) Letter No. LR-96-01

Subject: **Labor standards compliance requirements for self-employed laborers and mechanics (aka *Working Subcontractors*)**

- I. HUD policy on prevailing wage applicability.**
- II. Compliance and certification parameters.**
- III. Owners of businesses working with their crews.**
- IV. Owner-Operators of power equipment.**
- V. Truck drivers.**

The Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") have long been a confusing and contentious area for the Department of Labor (DOL), HUD, the Internal Revenue Service and contractors and subcontractors.

The following policy represents an effort to provide practical guidance for field application. The guidance more specifically concerns the wage certification requirements for self-employed mechanics and laborers on projects subject to Federal labor standards provisions including Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations. This policy does not attempt to establish whether working subcontractors are subject to Federal labor standards nor whether such working subcontractors are *bona fide*. The clear meaning of statutory provisions and regulatory definitions does not require further examination of applicability. Additionally, statutory and regulatory language are clear that the question of whether certain self-employed laborers and mechanics are bona fide subcontractors is not germane to the issue of prevailing wage standard applicability.

Page 2

Letter No. LR-96-01

**I. HUD policy on prevailing wage applicability.**

The Davis-Bacon Act (DBA), HUD program Related Acts (DBRA) concerning the payment of prevailing wages as determined by the Secretary of Labor, and the U.S. Housing Act of 1937 concerning the payment of prevailing wage rates established by HUD provide that the wage protections afforded in these statutes apply to laborers and mechanics employed on the covered work. The DBA and DBRA implementing regulations (29 CFR Part 5) specifically stipulate that these protections are provided **regardless of any contractual relationship which may be alleged to exist** between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. HUD has followed DBA/DBRA prevailing wage parameters in its implementation, administration and enforcement of HUD-determined maintenance and nonroutine maintenance prevailing wage standards. (NOTE: The requirement to pay weekly wages is not applicable to the payment of

prevailing routine maintenance wage rates related to laborers and mechanics engaged in the operation of PHA and IHA housing developments.)

Therefore, it is HUD policy that in all cases where laborers and mechanics are employed on Federal prevailing wage-covered construction, maintenance and nonroutine maintenance work, laborers and mechanics shall be entitled to compensation (in the case of Davis-Bacon wages, *weekly* compensation) at wage rates not less than the prevailing rate for the type of work they perform **regardless of any contractual relationship alleged to exist between a contractor or subcontractor and such laborers or mechanics.**

The above policy statement is not a departure from previous HUD directives. The guidance presented below establishes uniform HUD-assisted program contract administration and enforcement parameters for labor standards compliance and prevailing wage certification.

## II. ***Compliance and certification parameters.***

HUD policy clearly affords prevailing wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others. This policy in no way precludes or limits any business or individual from participating in HUD-assisted construction, maintenance, or nonroutine maintenance work. The

### **Page 3 Letter**

### **No. LR-96-01**

issue is not one of *eligibility*, whether such persons are permitted to work on HUD-assisted projects, but of compliance standards - what HUD will accept from contractors and subcontractors to demonstrate that proper compliance has been achieved.

In this context, this Letter establishes a HUD administrative policy that laborers and mechanics may not certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew. (This exception is described in detail in Paragraph III. Owner-operators of power equipment are discussed in Paragraph IV; Truck drivers are discussed in Paragraph V.)

The most frequent occurrence of self-employed workers on HUD-assisted projects involves mechanic/trade classifications (i.e., not laborer classifications). (For ease of reference, laborers and mechanics in this context are referred to as "mechanics" and include any case involving laborers.) These mechanics may be represented as sole-proprietors, self-employed mechanics, partners, or corporate officers - all with no direct employees engaged in the covered work.

Accordingly, HUD, and program participants responsible for labor standards administration and enforcement (e.g., PHAs, IHAs, CDBG recipients), may not accept certified payrolls reporting single or multiple owners (e.g., partners) certifying that they have paid to themselves the prevailing wage for their craft. For example, a sole-proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Neither may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw for

performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one half) for all hours worked in excess of 40 hours per

**Page 4**

**Letter No. LR-96-01**

week, pursuant to the Contract Work Hours and Safety Standards Act (CWHSSA), where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics may fluctuate from week to week. However, the effective hourly wage rate **may not** be less than the minimum prevailing rate for the respective craft. In any case where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing rate on the wage determination for that craft.

### **III. Owners of businesses working with their crew.**

Owners of businesses working with their crew on the same HUD-assisted job site may certify to the payment of their own prevailing wages in conjunction with the prevailing wages paid to their employees. This exception to reporting standards *does not* suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner for his/her own wages as that certification *accompanies* the certification offered for the payment of prevailing wages to his/her employees. Such owners need only list their name, work classification including "owner," and the daily and total hours worked. (Such owners *do not* need to list a rate of pay or amounts earned.)

### **IV. Owner-operators of power equipment.**

Frequently, *owner-operators of power equipment* (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly *labor* salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator.

**Page 5**

**Letter No. LR-96-01**

**Note:** Owner-operators of power equipment, like self-employed mechanics, may not submit their own payrolls certifying to the payment of their own wages BUT must be carried on the responsible contractor's certified payroll report.

### **V. Truck drivers.**

As outlined earlier in this Letter, a DOL administrative policy excludes *bona fide owner-operators of trucks who are independent contractors* from DBRA/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" must be reported on weekly payrolls *but* the payrolls do not need to show the hours worked or rates - only the notation "Owner-operator."

**Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to DBRA/CWHSSA provisions

in the usual manner.

This policy **does not** pertain to owner-operators of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in paragraph IV, above).

These compliance standards shall take effect immediately. Any exceptions to these standards must be approved in advance in writing by HUD Headquarters Office of Labor Relations.

Any questions concerning this *Letter* may be directed to the Office of Labor Relations at (202)708-0370 or, in the case of HUD program participants, to the HUD Field Labor Relations Staff with jurisdiction for your area.

Visit the Office of Labor Relations on the World Wide Web HUD Home Page

---

Return to OLR letters

Content current as of 11 March 2003

**U.S. Department of Housing and Urban Development**  
451 7th Street, S.W., Washington, DC 20410  
Telephone: (202) 708-1112 Find the address of a HUD office near you

## Oakland County Community & Home Improvement Division

### Section 3 Report

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor at the contract signing. The general contractor is also required to provide this form to any subcontractors they hire for this project.

Contractor Name:	
Oakland County CDBG File #:	
Municipality:	
Project Name:	
Contract Amount:	\$
Time on Job:	<div style="display: flex; justify-content: space-between;"> <span><b>From:</b></span> <span><b>To:</b></span> </div>

Review the information below and check all that apply for this project:

\_\_\_\_\_ We **currently** have \_\_\_\_\_ number of employees who meet Section 3 income criteria.

\_\_\_\_\_ We **recently** hired \_\_\_\_\_ number of employees who meet Section 3 criteria.

\_\_\_\_\_ We **have** \_\_\_\_\_ employees that live within the Metropolitan Area (MSA) Target Area.

\_\_\_\_\_ We **have not** hired any new employees.

We have taken one or more of the following recruitment steps to find MSA Target Area Vicinity residents and residents that meet Section 3 criteria.

\_\_\_\_\_ We **have advertised** to fill vacancies at the site, where work is taking place, in connection with this project via the following.

- \_\_\_\_\_ Place signs or posters in prominent places within the target area vicinity
- \_\_\_\_\_ Taken photographs of the above item to document that the above step was carried out
- \_\_\_\_\_ Distribute employment flyers in locations accessible to MSA vicinity residents
- \_\_\_\_\_ Post employment flyers in various locations within the MSA vicinity areas
- \_\_\_\_\_ Requested training on MSA Vicinity Hiring and Section 3 employment requirement

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

# OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT SECTION 3 INCOME CERTIFICATION FORM

Name: _____		Date: _____	
Address: City & State: Zip: _____			
Telephone Number: _____		Email Address: _____	

As an employee of \_\_\_\_\_, I certify that my total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below.

Family Size	Section 3 Gross Household Income Limits	CHECK ONE (✓)	
		Household Income Less Than (✓)	Household Income More Than (✓)
1	\$38,450		
2	\$43,950		
3	\$49,450		
4	\$54,900		
5	\$59,300		
6	\$63,700		
7	\$68,100		
8	\$72,500		

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

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

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**ADA Upgrade Tennis Facility Main Entrance**

---

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.

MICHAEL MULLINS 7-15-2019  
BID PREPARED BY DATE  
(Print Name)

OWNER 7-15-2019  
TITLE DATE

[Signature] mgse11c@gmail.com  
AUTHORIZED SIGNATURE E-MAIL ADDRESS

MGSE Security LLC  
COMPANY

438 WHITNEY DR ROCHESTER HILLS MI 48307 248-762-4940  
ADDRESS PHONE

NAME OF PARENT COMPANY PHONE

ADDRESS



**ATTACHMENT C - COST PROPOSAL**  
**ADA Upgrade Tennis Facility Main Entrance**

---

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:

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$ 14,350.00
Labor	\$ 6,850.00
Miscellaneous (Attach Detailed Description)	\$
<b>TOTAL BID AMOUNT</b>	<b>\$ 21,200.00</b>

Firm Name M GSE Security LLC

Authorized signature  Date 7-15-2019



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM****ADA Upgrade Tennis Facility Main Entrance**

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.

MICHAEL MULLINS 7-15-2019  
PREPARED BY DATE  
(Print Name)

OWNER 7-15-2019  
TITLE DATE

 mgse11c@gmail.com  
AUTHORIZED SIGNATURE E-MAIL ADDRESS

MGSE Security LLC  
COMPANY

438 WHITNER DR  
ROCHESTER HILLS MI 48307 248-762-4940  
ADDRESS PHONE

NAME OF PARENT COMPANY PHONE

ADDRESS

84-1859947  
TAXPAYER I.D.#

**ATTACHMENT A - AGREEMENT**  
**ADA Upgrade Tennis Facility Main Entrance**

---

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and MGSE Security LLC, having its principal office at 438 Whitney Dr. Rochester Hills, MI 48307 (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through the City Manager's Office, is desirous of removing and replacing the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located 2100 E. Lincoln St., Birmingham, MI 48009.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to provide all materials and labor to remove and replace the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions;

**WHEREAS**, the City has indicated this is a Federally Funded project for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009. The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents;

**WHEREAS**, the Contractor attended a Pre-Construction Meeting on June 27, 2019 located within the City to go over the Federal Required Documents for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009;

**WHEREAS**, the Contractor follow the Davis Bacon Prevailing Wage Decision (the federal document which convey the minimum wage rates that must be paid to Laborers and Mechanics) for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009;

**WHEREAS**, the Contractor must complete the Federal required forms and guidelines following the Pre-Construction Meeting (date to be determined) for the removal

and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009. The Federal required forms and guidelines are:

1. "Notice To All Employees" SIGN (WH1321)
2. Agreement of the Prime Contractor
3. Contractor Certification
4. Sub-Contractor Certification
5. Certified Payroll Form (WH-347)
6. Statement of Compliance (WH-348)
7. Payroll Reporting
8. Employee Interview form
9. Davis Bacon Prevailing Wage Decision
10. HUD 4010 Labor Relations letter
11. EEO 11246
12. Section 3 Requirements
13. Ethnic Ownership Report
14. HUD Contract Provisions
15. Bonding Requirements
16. Sworn Statement
17. Waiver
18. Labor Standards Compliance Requirements for Self-Employed Laborers & Mechanics
19. Section 3 Vicinity Hiring
20. Section 3 Income Certification Form

**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 all labor, to provide all materials, all equipment required, including accessories and incidentals necessary for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009;

**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 all labor, including accessories and incidentals, necessary for the removal and replacement of the exterior and vestibule doors and openers in compliance with ADA at the main entrance of the Tennis Facility located at 2100 E. Lincoln St., Birmingham, MI 48009, and the Contractor's cost proposal dated July 15, 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, than the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$ 21,200.00, as set forth in the Contractor's July 15, 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 than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage, if applicable.
- F. 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.
- G. 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.
- H. 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.
- I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

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

MGSE Security LLC  
Attn: Michael Mullins  
438 Whitney Dr.  
Rochester Hills, MI 48307  
248-762-4940

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:

MGSE Security LLC


By:   
Michael Mullins  
Its: Owner

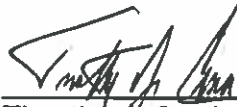
CITY OF BIRMINGHAM

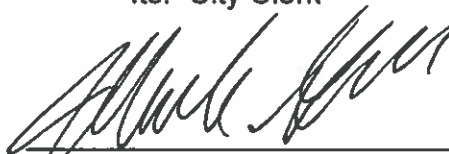
By: \_\_\_\_\_  
Patricia Bordman  
Its: Mayor

By: \_\_\_\_\_  
Cherilynn Mynsberge  
Its: City Clerk

Approved:

  
Carlos Jorge, Building Superintendent  
(Approved as to substance)

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

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

  
Joseph Valentine, City Manager  
(Approved as to substance)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2019

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).

<b>PRODUCER</b> Anglin Agency 1074 E Avon Rd  Rochester Hills MI 48307	<b>CONTACT NAME:</b> Jason Anglin <b>PHONE (A/C, No, Ext):</b> 586-684-4935 <b>E-MAIL ADDRESS:</b> janglin@farmersagent.com <b>FAX (A/C, No):</b> 517-885-3985
<b>INSURED</b> MGSE Security LLC 438 Whitney Rd  Rochester Hills MI 48307	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Mutual Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 27243

**COVERAGES****CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		59962599BLS1Q1	06/21/2019	06/21/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		59962599BLS1Q1	06/21/2019	06/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$ 100,000						
	\$						
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC5-39S-364534-017	06/21/2019	06/21/2020	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional Insured: City of Birmingham, P.O. Box 3001, Birmingham, MI 48012

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.

30 days cancellation notice will be given to the certificate holder by the insuring company, Liberty Mutual.

**CERTIFICATE HOLDER****CANCELLATION**

City of Birmingham P.O. Box 3001  Birmingham MI 48012	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

**DATE:** August 14, 2019

**TO:** Joseph A. Valentine, City Manager

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

**SUBJECT:** 2019 Asphalt Paving Program  
Contract #9-19 (P)

---

**INTRODUCTION:**

Bids for the 2019 Asphalt Paving Program were opened on August 8, 2019. The City received three bids. While the low bidder was substantially over budget, modifications to the project are recommended to allow the project to proceed, as outlined below.

**BACKGROUND:**

The Engineering Dept. routinely conducts an asphalt maintenance contract in the latter part of each construction season in order to keep street surfaces in reasonable condition. Funding in the amount of \$1,065,000 was allotted in the 2019-2020 fiscal year budget (\$625,000 from the Major Street Fund, and \$440,000 in the Local Street Fund). In late 2018, a condition inventory of all of the City's permanent asphalt streets was prepared, identifying the current needs of the streets. Using the funding that was available, a budget plan was prepared that addressed just a portion of the needs, with the goal that additional programs will be scheduled in the coming years. The first priority in the budget was the Birmingham segment of Coolidge Hwy. Secondly, streets in the southwest corner of the City were primarily selected, in order to keep the project somewhat contained, and to address the highest priority local street (Hanna St.).

The following summarizes the work that was proposed, which can be referenced on the attached map:

**Resurfacing with full depth asphalt patches as needed:**

- Coolidge Hwy. – Derby Rd. to Maple Rd. (southbound lanes only)
- Hanna St. – Southfield Rd. to Bates St.
- Southlawn Blvd. – Stanley Blvd. to Bates St.

**Resurfacing (thin overlay):**

- Stanley Blvd. – Lincoln Ave. to 14 Mile Rd.

**Localized full depth asphalt patches:**

- Southfield Rd. near Northlawn Blvd. (southbound lanes only)
- Putney Dr. – West of Shepards Rd.

## **Crack sealing and asphalt rejuvenation:**

- Lincoln Ave. – Southfield Rd. to Pierce St.

(Note that the four resurfacing segments also include concrete curb repairs and handicap ramp upgrades where needed.)

Recently, when reviewing recent asphalt bids that have been received from neighboring jurisdictions, we expected that prices for this type of work would be higher than budgeted. Further, the patch work on Southfield Rd. and Putney Dr. was added more recently given the quick rate of deterioration that is being witnessed in those areas. Using more recent pricing, as well as the final quantities of work that is proposed, the engineer's estimate of \$1,300,000 better reflects the current value of this work. Knowing that bids may come in over budget, a provision in the contract was added to allow the City to remove certain elements of the work to fit available funding, without penalty.

The low bidder was Pro-Line Asphalt Paving of Washington, MI with their bid of \$1,483,440. It was noted that the low bidder indicated that they would need 70 days in order to complete the project. Even if the job is awarded and started quickly in early September, the number of days required would put the contractor out of compliance with the contract completion date of November 2, 2019. (It is important that the work be done expeditiously, not only to reduce disruption to the public, but to allow the work to be done during appropriate weather conditions.)

The second low bidder was Asphalt Specialists, Inc. (ASI), of Pontiac, MI, with their bid of \$1,497,818, less than 1% higher. ASI submitted their bid stating that the work would be done in 40 days, which is substantially faster. Irrespective of the budget and contract limitation issues, the Engineering Dept. recommends awarding the project to the second low bidder, to reduce the time spent on executing the project.

The Engineering Dept. has worked with ASI as a subcontractor on several projects, and most recently, worked with them on the resurfacing of Parking Lot 6. We are confident that they have the qualifications to be successful at this project.

When reviewing the various items of work, three items of work that are likely to be completed by subcontractors appear to be priced substantially over their expected values. These items are:

- *Asphalt Rejuvenation*, bid at \$5.50 per sq.yd. (a price of \$1.10 per sq.yd. was estimated)
- *Lawn Restoration, Coolidge Hwy. Median* bid at \$20,000 total (a price of \$2,000 was estimated)

In addition to the above two, to a lesser extent:

- *Crack Sealing, Lincoln Ave.*, bid at \$25,000 per mile (a price of \$9,000 per mile was estimated)

The first conclusion of the above is that the asphalt rejuvenation can be done at a later date under a different contract (preferably within the next year) at a substantial savings to the City (about \$140,000). Dropping that work from the contract would mean that the Lincoln Ave. portion of the project would be postponed to a later date, which would then also allow the cost of the crack sealing noted above to be saved as well.

The landscaping work needed in the Coolidge Hwy. median will be required in order to repair the areas where temporary bypass lanes must be built at the north and south ends of the job (to better manage traffic during construction.) While the location of the work is difficult, we fully expect that we can hire our own landscaping contractor at a substantial savings, and get this area restored once the project is completed.

Once the above items are removed from the job, the estimated cost of the contract using ASI's bid is valued at \$1,289,223. The amount charged to the Local Streets Fund would be \$289,000 higher than what is currently budgeted for this project. Reviewing the project for further cost-cutting measures, we considered the criticality of the various streets scheduled for maintenance. Based on current pavement conditions, the Stanley Blvd. segment of the contract is the least critical to be completed this year. If it is removed from consideration, the total cost of the contract is reduced to \$1,054,508, and the Local Streets portion of the contract is \$464,686.80, about \$25,000 over budget. In the interest of cost containment, while still moving forward with the most vital parts of this contract, it is recommended that the Stanley Blvd. portion of the contract be removed as well.

#### LEGAL REVIEW:

The Attorney's Office has reviewed the recommended changes to the contract, and agrees that the City has the right to request these modifications, and to move forward as proposed.

#### FISCAL IMPACT:

Removing the above noted items from the contract, the remaining amounts to be charged are as follows:

Major Street Fund	202-449.001-981.0100	\$ 569,821.20
Local Street Fund	203-449.001-981.0100	\$ 464,686.80

While a surplus exists in the Major Street Fund compared to the budget, an overage of \$24,686.80 in the Local Street Fund will require an amendment to the Local Street Fund budget.

#### SUMMARY:

It is recommended that the 2019 Asphalt Paving Program be awarded to Asphalt Specialists, Inc., of Pontiac, MI, modified to remove the Lincoln Ave. and Stanley Blvd. segments of the contract, as well as all asphalt rejuvenation, and landscaping in the Coolidge Hwy. median, for a modified cost of \$1,054,508. All costs will be charged to the Major and Local Street Funds. A budget amendment will also be required in the Local Street Fund.

#### ATTACHMENTS:

- Bid Summary (1 page) – August 2, 2019
- Map of Work Area (1 page)

SUGGESTED RESOLUTION:

To award the 2019 Asphalt Paving Program to Asphalt Specialists, Inc., Contract #9-19 (P), as modified, in the amount of \$1,054,508, to be charged as follows:

Major Street Fund	202-449.001-981.0100	\$ 569,821.20
Local Street Fund	203-449.001-981.0100	\$ 464,686.80

Further, to approve the appropriation and amendment to the 2019-2020 fiscal year Local Street Fund budget as follows:

Local Street Fund

Revenues:

Draw from Fund Balance 203-000.000-400.0000	<u>\$25,000</u>
Total Revenue Adjustments	<u>\$25,000</u>

Expenditures:

Other Contractual Service 203-449.001-981.0100	<u>\$25,000</u>
Total Expenditure Adjustments	<u>\$25,000</u>

**CITY OF BIRMINGHAM**

**2019 ASPHALT RESURFACING PROGRAM**

**CONTRACT # 9-19 (P)**

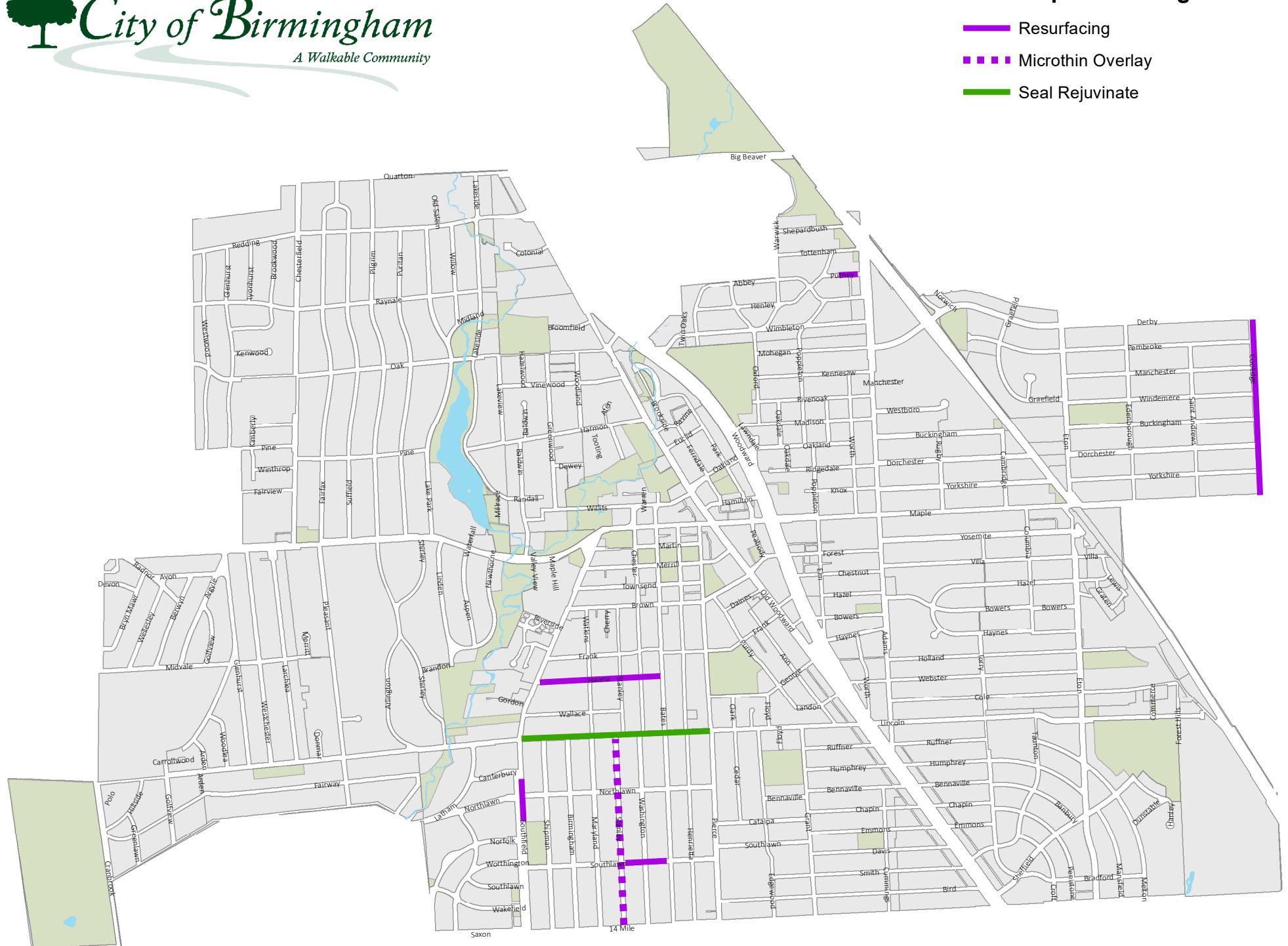
**BID SUMMARY**

**August 8, 2019 - 2:00 PM**

[illegible][illegible]

## 2019 Asphalt Paving

-  Resurfacing
-  Microthin Overlay
-  Seal Rejuvenate





## MEMORANDUM

Clerk's Office

**DATE:** August 13, 2019  
**TO:** Joseph A. Valentine, City Manager  
**FROM:** J. Cherilynn Mynsberge, City Clerk  
**SUBJECT:** Burn Fitness Breast Cancer 5K

### INTRODUCTION:

Burn Fitness has submitted a Special Event application to hold the Burn Fitness Breast Cancer 5K at Seaholm High School and on surrounding neighborhood streets on Saturday, October 26<sup>th</sup>, 2019. Set-up for the event is scheduled for Saturday, October 26<sup>th</sup> from 7 am to 9 am. The event begins at 9 am and ends at 12 pm, with tear-down scheduled to end at 2 pm.

### BACKGROUND:

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

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

Farmers Market	Sundays	Lot 6
Halloween Parade & Pumpkin Patch	October 27 <sup>th</sup>	Shain Park/streets

### LEGAL REVIEW:

n/a

### FISCAL IMPACT:

n/a

### SUMMARY

The City Commission is being asked to approve the Burn Fitness Breast Cancer 5K special event to be held October 26<sup>th</sup>, 2019 from 9 am to 12 pm, with set-up to begin October 26<sup>th</sup> between 7 am and 9 am. Tear-down will begin at the conclusion of the event and is scheduled to end at 2 pm.

### ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within



300 feet of the event area on August 9, 2019. Notification addresses are on file in the Clerk's Office

3. Hold Harmless Agreements signed by Burn Fitness. Certificate of Insurance on file in Clerk's office
4. Department Approval page with comments and estimated costs

**SUGGESTED RESOLUTION:**

To approve a request from Burn Fitness to hold the Burn Fitness Breast Cancer 5K at Seaholm High School and on the surrounding streets on October 26<sup>th</sup>, 2019 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

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

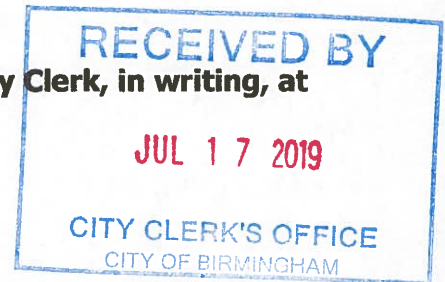
**IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET  
WITH POLICE DEPARTMENT SPECIAL EVENT OFFICER TO REVIEW PROPOSED  
EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.**

Police Department acknowledgement: \_\_\_\_\_

**I. EVENT DETAILS**

- Incomplete applications will not be accepted.
- Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event

**FEES:**            **FIRST TIME EVENT:**            **\$200.00**  
                      **ANNUAL APPLICATION FEE:**        **\$165.00**



(Please print clearly or type)

Date of Application July 12, 2019

Name of Event Burn Fitness Breast Cancer 5K

Detailed Description of Event (attach additional sheet if necessary)

31 locations will participate, pay to walk - all proceeds will benefit Rogel Cancer Center. Corporate, individual sponsors as well

Location Seaholm High School

Date(s) of Event 10/26/2019 Hours of Event 9AM-12PM

Date(s) of Set-up 10/26/19 Hours of Set-up 7AM-9AM

**NOTE: No set-up to begin before 7:00 AM, per City ordinance.**

Date(s) of Tear-down 10/26/19 Hours of Tear-down 12PM-2PM

Organization Sponsoring Event Burn Fitness

Organization Address 2576 S. Adams Rd Rock Hills 48301

Organization Phone (248) 853-2900

Contact Person Alyssa Tushman

Contact Phone (248) 935-5588

Contact Email alyssa@burnfitnessclub.com

## II. EVENT INFORMATION

1. Organization Type Fitness Facility  
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Rogel Cancer Center third party event  
Corporate sponsors
3. Is the event a fundraiser? YES ☒ NO ☐  
List beneficiary Rogel Cancer Center  
List expected income 150,000+  
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☒ NO ☐  
If no, describe \_\_\_\_\_
5. Total number of people expected to attend per day 250-500+
6. The event will be held on the following City property: (Please list)  
☐ Street(s) Seaholm High School Route Cranbrook Rd  
☐ Sidewalk(s) \_\_\_\_\_  
☐ Park(s) \_\_\_\_\_
7. Will street closures be required? YES ☒ NO ☐  
(Police Department acknowledgement prior to submission of application is required) (initial here) sh
8. What parking arrangements will be necessary to accommodate attendance? high school lot



9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐  
**If yes, please provide number of staff to be provided and any specialized training received.**

Describe All Burn Fitness trainers are  
CPR/AED certified

10. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐  
**(Police Department acknowledgement prior to submission of application is required.) (initial here)** [initials]

Describe \_\_\_\_\_  
\_\_\_\_\_

11. Will alcoholic beverages be served? YES ☐ NO ☒  
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☒ NO ☐  
\_\_\_\_\_ Live \_\_\_\_\_ Amplification ☒ Recorded ☒ Loudspeakers  
Time music will begin 8:30 AM  
Time music will end 12:00 PM

Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? YES ☒ NO ☐  
Number of signs/banners 10  
Size of signs/banners ?  
Submit a photo/drawing of the sign(s). **A sign permit is required.**

14. Will food/beverages/merchandise be sold? YES ☐ NO ☒  
  - Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
  - You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact [ehclerk@oakgov.com](mailto:ehclerk@oakgov.com) or 248-535-9612 to obtain Health Department approval.
  - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

# **LIST OF VENDORS/PEDDLERS**

(attach additional sheet if necessary)

<b>VENDOR NAME</b>	<b>GOODS TO BE SOLD</b>	<b>WATER HOOK- UP REQUIRED?</b>	<b>ELECTRIC REQUIRED?</b>

### III. EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area

1. Will the event require the use of any of the following municipal equipment?  
(show location of each on map)

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	2	
Portable Toilets	2	
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

**SIGNATURE OF APPLICANT REQUIRED**

EVENT NAME Burn Fitness breast cancer 5K  
EVENT DATE 10/26/19

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

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

Alexis Foxman Signature 7/12/19 Date

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

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



Alyssa Tushman &lt;alyssatushman@gmail.com&gt;

**application approval**

1 message

**Meli Zikakis** <MZikakis@birmingham.k12.mi.us>

Wed, Jul 10, 2019 at 3:05 PM

To: Alyssa Tushman &lt;alyssatushman@gmail.com&gt;

Cc: Jill Fill &lt;JFill@birmingham.k12.mi.us&gt;, Anne Cron &lt;ACron@birmingham.k12.mi.us&gt;

Hi Alyssa

Your application has been approved and application fee(\$25) and rental fees (\$25/hr) waived with the following parameters.

Your event stays within 3 hours, you provide the required insurance (sample attached) and any and all contracted custodial services such as bathroom cleaning, garbage pick up, are paid by your organization at the rate of \$48/hr.

This email should serve as a confirmation to the city that you have approval from BPS for use of our campus.

Please call if you have any questions.

Thanks

Meli

**Meli Zikakis**

Birmingham Community Education

Birmingham Public Schools

☎ 248.203.3811 📠 248-203-3818 ✉ MZikakis@birmingham.k12.mi.us

Visit: [www.communityed.net](http://www.communityed.net) Office/Phone hours 8am-4pm (May vary due to School Breaks and Holidays)**Please consider the environment before printing this email.****From:** Alyssa Tushman <alyssatushman@gmail.com>**Sent:** Monday, July 8, 2019 3:39 PM**To:** Meli Zikakis <MZikakis@birmingham.k12.mi.us>**Subject:** Re: Scanned document from HP ePrint user

**This message originated outside of Birmingham Public Schools. Use caution when opening attachments, clicking links or responding to requests for information.**



On Mon, Jul 8, 2019 at 3:37 PM Alyssa Tushman <[alyssatushman@gmail.com](mailto:alyssatushman@gmail.com)> wrote:

Good Afternoon,

Per our conversation, please see attached application.

Thank you so much,

Alyssa Tushman

248.935.5588

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

From: <[eprintcenter@hp.com](mailto:eprintcenter@hp.com)>

Date: Mon, Jul 8, 2019 at 3:34 PM

Subject: Scanned document from HP ePrint user

To: <[alyssatushman@gmail.com](mailto:alyssatushman@gmail.com)>

This email and attachment are sent on behalf of [alyssatushman@gmail.com](mailto:alyssatushman@gmail.com).

If you do not want to receive this email in future, you may contact [alyssatushman@gmail.com](mailto:alyssatushman@gmail.com) directly or you may consult your email application for spam or junk email filtering options.

Regards,  
HP Team

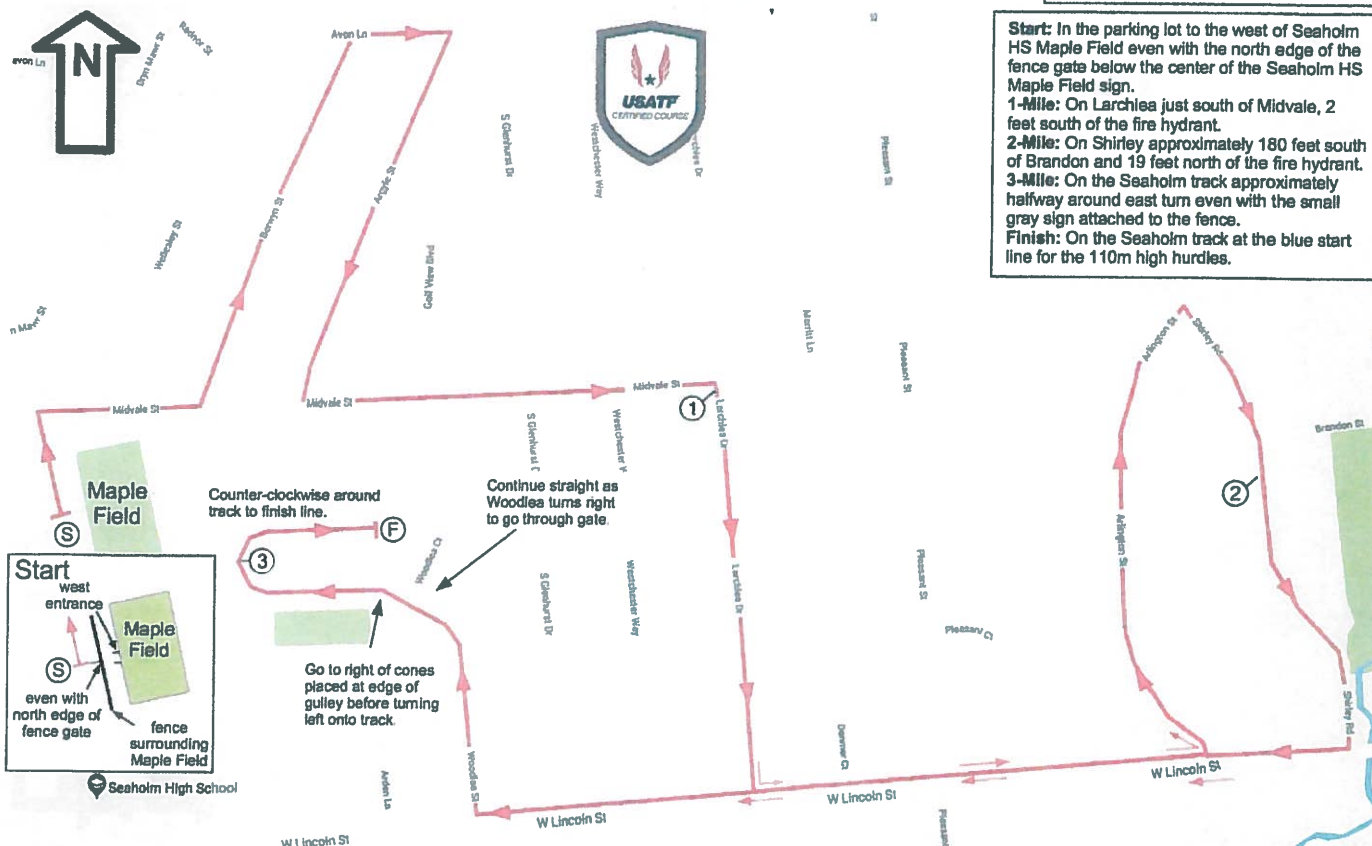


**INS ACCORD CERT SAMPLE 2013.06.pdf**  
118K

USATF Certificate  
MI18019MN

# Birmingham Harriers 5k Run/Walk Birmingham, Michigan

Effective Dates  
13-JUL-2018 to 31-DEC-2028



**Start:** In the parking lot to the west of Seaholm HS Maple Field even with the north edge of the fence gate below the center of the Seaholm HS Maple Field sign.  
**1-Mile:** On Larchlea just south of Midvale, 2 feet south of the fire hydrant.  
**2-Mile:** On Shirley approximately 180 feet south of Brandon and 19 feet north of the fire hydrant.  
**3-Mile:** On the Seaholm track approximately halfway around east turn even with the small gray sign attached to the fence.  
**Finish:** On the Seaholm track at the blue start line for the 110m high hurdles.

Unless otherwise noted, runners can use the entire width of all roads in order to follow the shortest possible route.

Measured by  
Mark Neal  
runnermark@gmail.com  
1-JUL-2018



## Road Running Technical Council USA Track & Field Measurement Certificate



Name of course Birmingham Harriers 5k Run/Walk Distance 5 km

Location (state) Michigan (city) Birmingham

Type of course: ☒ road race ☐ calibration

Measuring Methods: ☒ bicycle ☐ steel tape ☐ electronic distance meter

Measured by (name, address, phone & e-mail) Mark Neal  
323 Griggs Street, Rochester, MI, 48307, 248-894-3846, runnermark@gmail.com

Race Contact (name, address, phone & email) Teresa McCardell  
675 Yarmouth, Bloomfield Township, MI, 734-358-4110, terrimccardell@gmail.com



1185 W. 14 Mile Rd.  
Clawson, MI 48017  
(248) 268-3266  
www.burnfitnessclub.com  
info@burnfitnessclub.com

### SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: Friday, August 9<sup>th</sup>, 2019

TO: Resident/Property Owner

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

#### EVENT INFORMATION

NAME OF EVENT: Cult for a Cure (Breast Cancer 5K)

LOCATION: Seaholm High School

DATE(S) OF EVENT October 26<sup>th</sup>, 2019 HOURS OF EVENT 9 AM – 12 PM

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

5K Walk benefiting Rogel Cancer Center Breast Oncology

DATE(S) OF SET-UP October 26<sup>th</sup>, 2019 HOURS OF SET-UP 7 AM – 9 AM

DATE(S) OF TEAR-DOWN October 26<sup>th</sup>, 2019 HOURS OF TEAR-DOWN 12 PM – 2 PM

DATE OF CITY COMMISSION MEETING: August 19<sup>th</sup>, 2019

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

EVENT ORGANIZER: Alyssa Tushman

ADDRESS: 1185 W. 14 Mile Rd., Clawson, MI 48017

PHONE: (248) 935-5588

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Alyssa Tushman

**A map showing street closures attached on back.**

Sincerely,

Alyssa Tushman  
Owner  
Burn Fitness



## DEPARTMENT APPROVALS

EVENT NAME **BURN FITNESS BREAST CANCER 5K**

LICENSE NUMBER **#19-00011587**

COMMISSION HEARING DATE: 9/16/19

NOTE TO STAFF: Please submit approval by **AUGUST 12 2019**

DATE OF EVENT: OCT. 26, 2019

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
<b>PLANNING</b> <b>101-000.000-634.0005</b> 248.530.1855	TBC	No Cost No Comment		\$0	
<b>BUILDING</b> <b>101-000.000.634.0005</b> 248.530.1850	MJM	No Building Department involvement		\$0	
<b>FIRE</b> <b>101-000.000-634.0004</b> 248.530.1900	JMC			\$0	
<b>POLICE</b> <b>101-000.000.634.0003</b> 248.530.1870	SG	Personnel and Barricades		\$1100	
<b>PUBLIC SERVICES</b> <b>101-000.000-634.0002</b> 248.530.1642	CL	Barricade placement must done by DPS staff.		\$450	

<b>ENGINEERING</b> <b>101-000.000.634.0002</b> 248.530.1839	AF	No comments/costs	None	\$0	\$0
<b>SP+ PARKING</b>					
<b>INSURANCE</b> 248.530.1807	CA	Approved	None	\$0	\$0
<b>CLERK</b> <b>101-000.000-614.0000</b> 248.530.1803		Notification letters to be mailed by applicant no later than 8/10/19. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 10/1/19.	Applications for vendors license must be submitted no later than 10/1/19	\$200 pd	
				<b>TOTAL DEPOSIT REQUIRED</b>  <b>\$1,550.00</b>	<b>ACTUAL COST</b>

**FOR CLERK'S OFFICE USE**

Deposit paid \_\_\_\_\_

Actual Cost \_\_\_\_\_

Due/Refund\_\_\_\_\_



## MEMORANDUM

Office of City Manager

**DATE:** August 14, 2019

**TO:** City Commission

**FROM:** Joseph A. Valentine, City Manager

**SUBJECT:** Request for Closed Session regarding pending litigation

---

It is requested that the city commission meet in closed session pursuant to the Open Meetings Act Section 8(e) regarding 2400 E. Lincoln v. City of Birmingham and TIR Equities v. City of Birmingham.

**SUGGESTED RESOLUTION:**

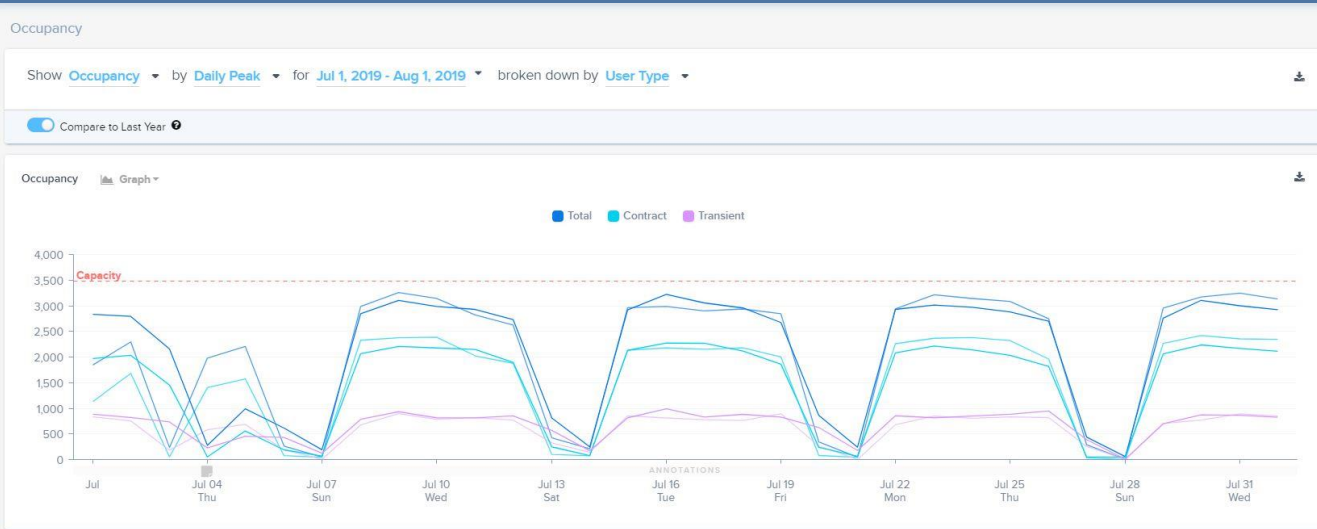
To meet in closed session to discuss pending litigation in accordance with Section 8(e) of the Open Meetings Act regarding 2400 E. Lincoln v. City of Birmingham and TIR Equities v. City of Birmingham.

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

# City of Birmingham Parking Utilization Dashboard – July 2019

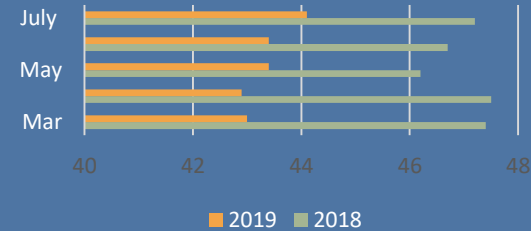
## Parking Garages

### OCCUPANCY

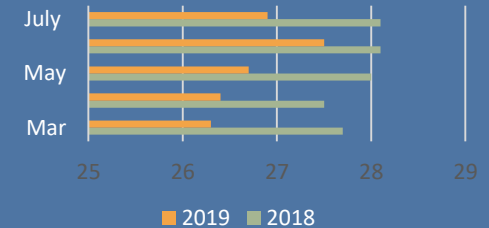


## Parking Meters

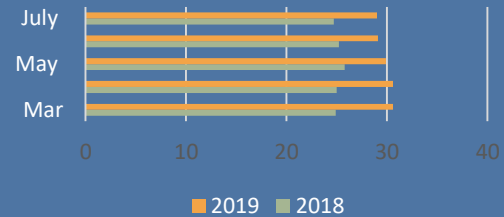
### Coin



### Credit

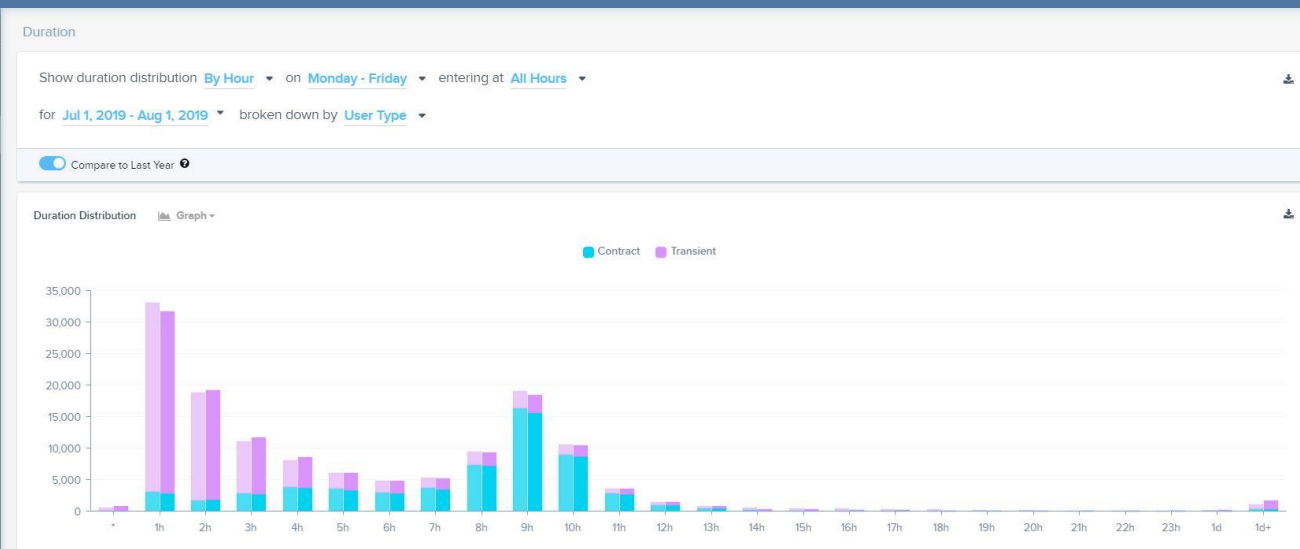


### ParkMobile



10E1

### DURATION





## MONTHLY PARKING PERMIT REPORT

For the month of: July 2019  
Date Compiled: August 9, 2019

	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6/\$210	Lot #6/\$150	South Side	Lot B	35001 Woodward	Lot 12	Total
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150	4070
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A	1726
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	150	2439
4. Monthly Permits Authorized	550	750	400	800	1140	150	40	8	30	50	225	4143
5. Permits - end of previous month	550	750	400	800	1140	150	40	8	16	50	212	4116
6. Permits - end of month	550	750	400	800	1140	150	40	8	22	50	223	4133
7. Permits - available at end of month	0	0	0	0	0	0	0	0	8	0	2	10
8. Permits issued in month includes permits effective 1st of month	5	3	0	4	2	0	0	0	0	0	0	14
9. Permits given up in month	5	3	0	4	2	0	0	0	0	0	0	14
10. Net Change	0	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month*	1234	1418	1185	1565	1116	27	0	0	0	22	0	6567
**On List-Unique Individuals												3757
12. Added to list in month	9	111	38	91	48	0	0	0	0	0	0	297
13. Withdrawn from list in month (w/o permit)	0	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	109.8
15. Transient parker occupied	260	242	111	154	63	N/A	N/A	N/A	N/A	N/A	N/A	830
16. Monthly parker occupied	307	560	308	529	609	N/A	N/A	N/A	N/A	N/A	N/A	2313
17. Total parker occupied	567	802	419	683	672	N/A	N/A	N/A	N/A	N/A	N/A	3143
18. Total spaces available at 1pm on Wednesday 7/17	139	9	18	62	208	N/A	N/A	N/A	N/A	N/A	N/A	436
19. "All Day" parkers paying 5 hrs. or more												
A:Weekday average.	218	250	122	131	82	N/A	N/A	N/A	N/A	N/A	N/A	803
B:*Maximum day	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	0
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!

(1) Lot #6 does not have gate control, therefore no transient count available

(2) (Permits/Oversell Factor + Weekday Avg.) / Total Spaces

\* Average Maximum day not available currently in Skidata

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

**Birmingham Parking System  
Transient & Free Parking Analysis  
Months of July 2018 and July 2019**

**July 2018**

<b>GARAGE</b>	<b>TOTAL CARS</b>	<b>FREE CARS</b>	<b>CASH REVENUE</b>	<b>% FREE</b>
PEABODY	15,221	9,062	\$ 25,716.00	60%
PARK	17,151	6,933	\$ 37,639.00	40%
CHESTER	7,350	2,353	\$ 68,540.00	32%
WOODWARD	12,181	5,848	\$ 34,610.00	48%
PIERCE	21,876	10,992	\$ 54,381.00	50%
<b>TOTALS</b>	<b>73,779</b>	<b>35,188</b>	<b>\$ 220,886.00</b>	<b>48%</b>

**July 2019**

<b>GARAGE</b>	<b>TOTAL CARS</b>	<b>FREE CARS</b>	<b>CASH REVENUE</b>	<b>% FREE</b>
PEABODY	18,549	9,996	\$ 44,721.60	54%
PARK	23,218	8,615	\$ 73,106.00	37%
CHESTER	6,279	2,352	\$ 62,500.00	37%
WOODWARD	11,441	5,282	\$ 34,500.00	46%
PIERCE	25,154	11,721	\$ 70,232.00	47%
<b>TOTALS</b>	<b>84,641</b>	<b>37,966</b>	<b>\$ 285,059.60</b>	<b>45%</b>

<b>BREAKDOWN:</b>	TOTAL CARS	+15%
	FREE CARS	+8%
	CASH REVENUE	+29%



## MEMORANDUM

City Manager's Office

**DATE:** 8-15-19

**TO:** Joe Valentine, City Manager

**FROM:** Kevin Byrnes, Communications Director

**SUBJECT:** New City Logo concepts activity on social media

---

The three concepts for a new City logo presented at the August 5, 2019 Commission meeting were posted on the City's Facebook page and on Nextdoor (the City agency page) on Tuesday, August 13, 2019. The City messaging for each posting communicated that these were concepts under consideration, with next steps to be determined. In addition, the Communications team created a new page on the City website that features the three new logo concepts as well as pictures and background information on their design and connection to the City. The website address for the new logo concept page is:

[https://www.bhamgov.org/new\\_birmingham\\_logo.php](https://www.bhamgov.org/new_birmingham_logo.php)

The social media traffic has been active regarding the new logo concepts since they were posted. Here are details of the activity to date:

- City Facebook page: The post has reached nearly 1,350 people, making it one of the highest non-election related posts to date. Further, nearly 700 people have engaged the post, with 30 leaving public comments.
- Nextdoor: The post on Nextdoor (using the same message as the Facebook post), has nearly 1,800 impressions (views) which is also a high number for a non-election related post. In addition, about 20 people have left comments.

To date, the public's comments on the new logo concepts can be divided into two general categories:

- We like the current logo and there's no need to change what we have
- If they were to select from the three concept images that are the finalists, the majority liked logo #1, the script Birmingham as their top choice.

Given the number of public comments (some of them in the form of questions), the City provided a follow-up message on Facebook and Nextdoor that detailed why the City has been studying the consideration of a new logo, as well as how the public was engaged in the process through the work of the Ad-Hoc Brand Development Committee and a survey in 2017-2018. The message closed by driving the reader to the City website to learn more about has transpired in the process to date.



## MEMORANDUM

(Department Name)

**DATE:** August 16, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** J. Cherilynn Mynsberge, City Clerk

**SUBJECT:** Certification to the Election Commission of Candidates for the November 5, 2019 General Election

---

The filing deadline for nominating petitions for candidates wishing to run for City offices was July 23, 2019. I performed the duties required of the local city clerk: I reviewed the petitions for correct headings, the required number of valid signatures, and the circulator's certification. In addition I accepted the Affidavits of Identity required by state statute making sure they were filled out completely, signed by the candidate and properly notarized. I then sent, on Oakland County's form, the list of candidates for whom I had verified petitions to the county elections division.

Seven days later, I was advised by Oakland County that one of the candidates for City Commission, Mr. Pierre Boutros, had failed to file a required amended 2016 July quarterly report. Further, Oakland County advised me not to certify Mr. Boutros as a candidate to the Election Commission.

Campaign finance is a function of the county and the state, not the local government. Further, the portion of the statute cited by Oakland County falls under a chapter in Michigan Election Law pertaining to primary elections. Because the City of Birmingham does not have a primary provision in its Charter I was concerned that the authority to disqualify a candidate from the ballot based on campaign finance issues did not reside with the local clerk. I sought clarification from Oakland County and from the City Attorney, and was not convinced the law spoke specifically to the local clerk having jurisdiction over campaign finance violations.

Therefore I sought clarification from the Michigan Secretary of State's Office, from the Bureau of Elections. This morning I received an email from the Election Liaison Division agreeing with Oakland County's position.

This being a serious matter, I felt it my duty to do my due diligence to make sure I, as a representative of the City, was not acting outside my statutory authority.

Although Mr. Boutros filed the amended quarterly report on July 30, 2019, the report was not on file with Oakland County on the day he signed his Affidavit of Identity. Therefore, at the direction of Oakland County and the State of Michigan, I am unable to certify Mr. Boutros to the ballot for the November 5, 2019 General Election.

I am certifying to Birmingham's Board of Election Commissioners the following list of candidates for the November 5, 2019 ballot:

COMMISSIONER

Carroll DeWeese

Matt Wilde

Patty Bordman

Jake German

Therese Longe

Brad Host

Clinton Baller

LIBRARY BOARD MEMBER

James W. Suhay

Jennifer Wheeler

Robert Tera



Yvette Collins  
Director  
AT&T Michigan  
221 N. Washington Square  
Lansing, MI 49833  
Office: (517) 334 3708  
Fax: (517) 334-3429

August 9, 2019

Ms. Barbara Kunkel  
Acting Executive Secretary  
Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, MI 48917

Dear Ms. Kunkel:

Michigan Bell Telephone Company, doing business as AT&T Michigan ("AT&T"), submits its Twelfth Annual Video Report to the Michigan Public Service Commission ("MPSC") and franchising entities in the State of Michigan regarding its deployment progress, as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended) or "Video Act". AT&T is separately providing a copy to each Clerk in the Michigan Communities where AT&T has launched its U-verse<sup>SM</sup> TV service.

If you have any questions, please contact me on (517) 334-3708.

Sincerely,

Yvette Collins  
Director – External/Regulatory Affairs  
AT&T Michigan

Enclosures

cc: Clerks in Franchised Communities  
Ms. Robin Ancona, Michigan Public Service Commission Staff  
Mr. Ryan McAnany, Michigan Public Service Commission Staff

**For Information Only**

**For Information Only**



# **AT&T Michigan**

# **Annual Video Report**

August 9, 2019



## STATUS OF AT&T'S VIDEO SERVICE DEPLOYMENT IN MICHIGAN

Michigan Bell Telephone Company, doing business as AT&T Michigan ("AT&T"), submits its Twelfth Annual Video Report to the Michigan Public Service Commission ("MPSC" or "Commission") and franchising entities in the State of Michigan regarding its deployment progress, as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended) or "Video Act".<sup>1</sup>

On January 1, 2007, Michigan's Video Act became effective. AT&T launched its Internet Protocol TV ("IPTV") service called AT&T U-verse® TV on May 21, 2007 in parts of over 50 communities in the Detroit and Ann Arbor areas. AT&T has now obtained franchise agreements and provides its U-verse TV service in 341 communities.

Section 9(2) of the Video Act provides that it is a defense to an alleged violation of Section 9(1) of the Video Act if a provider has met either of two conditions: (1) within 3 years at least 25% of households with access to the provider's video service are low-income households; or (2) within 6 years and from that point forward at least 30% of households with access to the provider's video service are low-income households. AT&T has met both conditions.<sup>2</sup>

With respect to Section 9(3) of the Video Act: (1) AT&T provided access to its video service to over 50% of the households in its telecommunications service area within 6 years of the date it began providing video service, and (2) AT&T Michigan no longer has more than 1,000,000 telecommunications access lines in the state.<sup>3</sup>

AT&T recently completed its twelfth year of providing video service in the state. In Michigan, AT&T currently provides access to its video service to over 50% of the households in its telecommunications service area (however, AT&T's subscription rate is less than 30%). Of these households with access to AT&T's video service in Michigan, over 34% are low-income households as defined by the Video Act. AT&T does not deny access to service to any group of potential residential subscribers because of race or income.

Since its launch in 2007 through the end of 2018, AT&T has remitted more than \$200 million in franchise fees and PEG fees to the local governments.

---

<sup>1</sup> See Section 9(4) of the Video Act: "Each provider shall file an annual report with the franchising entity and the commission regarding the progress that has been made toward compliance..."

<sup>2</sup> See Section 9 (2) of the Video Act: "It is a defense to an alleged violation of subsection (1) if the provider has met either of the following conditions: (a) Within 3 years of the date it began providing video service under this act, at least 25% of households with access to the provider's video service are low-income households. (b) Within 5 years of the date it began providing video service under this act and from that point forward, at least 30% of the households with access to the provider's video service are low-income households."

<sup>3</sup> "If a video service provider is using telecommunication facilities to provide video services and has more than 1,000,000 telecommunication access lines in this state, the provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication service area in the state within 3 years of the date it began providing video service under this act and to a number not less than 50% of these households within 6 years. A video service provider is not required to meet the 50% requirement in this subsection until 2 years after at least 30% of the households with access to the provider's video service subscribe to the service for 6 consecutive months."

## **AT&T'S INVESTMENT IN MICHIGAN'S WORKFORCE AND INFRASTRUCTURE**

AT&T invests billions to build the advanced networks that create jobs and fuel economic growth in Michigan. From 2015 through 2017, AT&T invested more than \$1.3 billion in its Michigan wireless and wireline networks.

### **AT&T'S U-verse® TV PRODUCT**

U-verse delivers both real-time video programming and on-demand and interactive content that IPTV makes possible. AT&T extends its U-verse TV brand across screens with Uverse.com and the U-verse App for smartphones and tablets.

U-verse TV includes:

- Ability to access up to 249 IPTV National HD channels.
- Ability to record up to 4 shows at once with Total Home DVR<sup>4</sup>.
- Ability to stream shows virtually anywhere they go, on their smart devices.
- AT&T's deployment of Public, Educational, and Government (PEG) continues with communities who have requested AT&T to carry their PEG programming on U-verse TV.

AT&T's U-verse offers multiple combinations of TV, Internet and Voice packages to customize the customer's experience. U-verse TV offers several programming packages including U-basic, U-200, U-200 Latino, U-300, U-300 Latino, U-450, and U-450 Latino packages, plus U-family, a family-friendly programming option. The customer may choose from a variety of subscription options that feature a wide variety of channels, including music, local, movie and sports programming, as well as premium Spanish-language and international packages.

---

<sup>4</sup> Total Home DVR (Digital Video Recorder). See: <https://www.att.com/esupport/article.html#!/u-verse-tv/KM1009866?gsi=ufbbvb> for more details. An AT&T U-verse customer can record 4 shows at once on a single DVR, record and play back shows from any room in the home, pause a recorded show in one room and pick it up in another. <sup>5</sup> MultiScreen. See: <https://www.att.com/esupport/article.html#!/u-verse-tv/KM1062535?gsi=uf962j>

**ADDITIONAL AT&T U-verse® TV INFORMATION**

For additional information on AT&T U-verse TV customers may visit the websites below or call 800-ATT-2020.

<https://www.att.com/u-verse-tv/>

Customers may find the following AT&T websites helpful for further information regarding channel lineup and the availability of AT&T U-verse TV.

- AT&T U-verse TV channel lineup:

<https://www.att.com/channellineup/tv/tvchannellineup.html?tvType=iptv>

- AT&T U-verse TV availability: <https://www.att.com/u-verse-tv/>

**For Information Only**



**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE  
OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-20373**

- DTE Electric Company requests Michigan Public Service Commission's approval of its biennial review of its Energy Waste Reduction ("EWR") Plan and authority to implement EWR surcharges.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, MI 48226, 313-235-8000 for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company.
- A pre-hearing will be held:

**DATE/TIME:**      **Wednesday, September 4, 2019, at 9:30 AM**

**BEFORE:**        **Administrative Law Judge Sharon Feldman**

**LOCATION:**      Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, Michigan 48917

**PARTICIPATION:**      Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) July 1, 2019 application requesting Commission approval of: 1) DTE Electric's proposed EWR Plan for 2020-2021 including all relevant requirements of Act 295, as amended by PA 342; 2) DTE Electric's proposed 2020-2021 EWR Plan surcharges and the Performance Incentive Mechanism; 3) the necessary accounting authority; and 4) other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets). Requirements and

**For Information Only**

instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 28, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, David S. Maquera, One Energy Plaza, Detroit, MI 48226.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric Company's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.