

BIRMINGHAM CITY COMMISSION AGENDA
SEPTEMBER 20, 2021
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

- The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. **Oakland County is now at the HIGH level of community transmission for COVID-19.** The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.
- The City Clerk's office encourages voters wishing to vote absentee for the November 2, 2021 election to return their absentee ballot applications as soon as possible. The City Clerk's office will begin mailing ballots out to voters who have submitted an application by the end of this week. Precinct 6 Voters are reminded that their new polling location is the Baldwin Public Library, all precinct 6 voters should be receiving new voter ID cards in the mail soon with their updated precinct assignment.
- Tina Marzlof, Chief Operating Officer, Baldwin House

APPOINTMENTS

A. Martha Baldwin Park Board

1. Patrick Rock

To appoint _____, as a regular member to the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2024.

B. Historic District Study Committee

1. Thomas Loafman

To appoint _____, as a regular member to the Historic District Study Committee to serve the remainder of a three-year term to expire June 25, 2022.

C. Historic District Commission

1. John W. Henke III

2. Gigi Debbrecht
3. Patricia Lang

To appoint _____, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2024.

To appoint _____, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2024.

To appoint _____, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2024.

D. Design Review Board

1. John W. Henke III
2. Gigi Debbrecht
3. Julijana Rasaweher
4. Patricia Lang

To appoint _____, as a regular member to serve a three-year term to expire September 25, 2024.

To appoint _____, as a regular member to serve a three-year term to expire September 25, 2024.

To appoint _____, as a regular member to serve a three-year term to expire September 25, 2024.

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

V. CONSENT AGENDA

<p>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.</p>

** Minutes from the September 13, 2021 workshop and regular meeting will be included in the October 4, 2021 packet for approval.*

- A. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 15, 2021, in the amount of \$36,958,844.23.
- B. Resolution approving a special event permit as requested by the Birmingham Bloomfield Chamber of Commerce to hold the 57th Annual Village Fair and private party in Shain Park and on the surrounding streets and sidewalks, June 1 through June 5, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed

necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

- C. Resolution approving a special event permit as requested by Ascension of Christ Lutheran Church to erect the 2021 Nativity Display in Shain Park on Saturday, Nov. 27 through Friday, December 31, 2021, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

VI. UNFINISHED BUSINESS

- A. Resolution to approve the amended contract with SP Plus Corporation for Parking Management Services for the five City owned parking structures. Furthermore, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

VII. NEW BUSINESS

- A. Public Hearing for 260 N. Old Woodward – The Morrie – Special Land Use Permit Amendment, Final Site Plan & Design Review
 - 1. Make a motion adopting a resolution to APPROVE the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie – to allow the addition of a new outdoor dining platform in the N. Old Woodward right-of-way.
 - OR
 - 2. Make a motion to POSTPONE the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie – pending receipt of the following:
 - 1. _____
 - 2. _____
 - 3. _____
 - OR
 - 3. Make a motion adopting a resolution to DENY the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie.
- B. Public Hearing for Amendments to Article 7, Sections 7.01 and 7.29 of Chapter 126, Zoning – Public Notice
 - 1. Make a motion adopting ordinance amendments to Chapter 126, Zoning:
 - 1. Article 7, Section 7.01 (General) to add general public notice requirements; and
 - 2. Article 7, Section 7.29 (Site Plan Review: Hearing on Review; Notice) to remove and relocate public notice requirements.
- C. Resolution awarding the contract to Pullman SST for the proposed work at the Park, Peabody, and Chester parking Structures in the amount of \$523,800.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

- D. Resolution to award the 2021 Sewer Rehabilitation Program #8-21(S), to D.V.M. Utilities, Inc., contingent upon execution of the agreement and meeting all insurance and bonding requirements, in the amount of \$1,045,323.50, to be charged to the following accounts;

Major Streets Fund	202-449.001-981.0100	\$ 73,448.40
Sewer Fund	590-536.001-981.0200	\$ 971,875.10
Total		\$ 1,045,323.50

To approve the appropriation and amendment to the fiscal year 2021-2022 budget as follows:

Sewer Fund:

Revenues:

590-000.000-400.0000	Draw from Net Position	<u>\$ 471,880</u>
Total Revenue		<u>\$ 471,880</u>

Expenses:

590-536.001-981.0200	Sewer Improvement	<u>\$ 471,880</u>
Total Expenses		<u>\$ 471,880</u>

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

- E. Resolution to move forward with Monday, October 18, 2021 for the Joint Commission and Planning Board meeting per the table in the resolution approved on September 14, 2020.
OR
Resolution to change the Joint Commission and Planning Board meeting date to Monday, October 11, 2021 as published in the City Calendar.
- F. Commission discussion on items from prior meeting.
1. Sidewalk Policy
- G. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

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

1. City Managers Report

INFORMATION ONLY

XI. ADJOURN

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

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

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

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



NOTICE OF INTENTION TO APPOINT TO THE MARTHA BALDWIN PARK BOARD

At the regular meeting of Monday, September 20, 2021 the Birmingham City Commission intends to appoint one regular member to the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2024. Members must be electors of the City of Birmingham.

Interested citizens may submit an application available at the city clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the city clerk's office on or before noon on Wednesday, September 15, 2021. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants must be electors in the City of Birmingham.
Patrick Rock	Resident, lives on Booth Park in a home built in 1929

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

SUGGESTED ACTION:

To appoint _____, as a regular member to the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2024.



MARTHA BALDWIN PARK BOARD

Chapter 78 - Section 78-56 Ordinance No. 65, Adopted May 10, 1915

Term: four years

Appointed by the City Commission

Qualifications: The board shall consist of four persons who shall be electors of the city.

Duties: The control and management of the Martha Baldwin Park shall be vested in the Martha Baldwin Park Board. (Section 78-56)

Last Name Home Address	First Name	Home Business Fax E-Mail	Appointed	Term Expires
VACANT				5/1/2024
Forrester 1252 S. Bates	Linda	(248) 761-2367 <i>linozfor@att.net</i>	7/9/2012	5/1/2023
Kenning 1700 Villa	Robert	(248) 642-6161 <i>rskandsek@aol.com</i>	6/8/1992	5/1/2024
Linovitz 911 Henrietta	Andrew	(248) 506-2296 <i>ajlino@gmail.com</i>	8/14/2017	5/1/2023

This Board did not meet in 2020 or 2021 yet, so there are no attendance records.

CITY OF BIRMINGHAM
Martha Baldwin Park Board
ATTENDANCE

2019

MEMBER NAME	7/30/2019	Total Mtg. Attended	Total Absent	% Attended
Linda Forrester	P	1	0	100%
Robert Kenning	P	1	0	100%
Andrew Linovitz	P	1	0	100%
Jane McKee	A	0	0	0%

KEY:

A=Absent
P= Present
NA=Member not appointed at that time

**OFFICE USE ONLY**

Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest Martha Baldwin Park BoardSpecific Category/Vacancy on Board Resident of Birmingham (see back of this form for information)Name Patrick RockPhone (617) 816-0975Residential Address 460 Bonnie BrierEmail * rock.patrick@gmail.comResidential City, Zip Birmingham 48009Length of Residence since 2019

Business Address _____

Occupation real estate ownership & management

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

I enjoy being involved in my community. I live on Booth Park in a home built in 1929. I have interest in the improvement of the parks system I live adjacent to.

List your related employment experience I am in daily management of real estate and strive for superior grounds and curb appeal.

List your related community activities Prior to moving to Birmingham, I was on the Planning Commission in Ferndale.

List your related educational experience I have a BA in Civil Engineering and an MBA in Real Estate.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: No

Do you currently have a relative serving on the board/committee to which you have applied? No

Are you an elector (registered voter) in the City of Birmingham? Yes

Signature of Applicant

8/17/21

Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080.

Updated 11/18/2020

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, September 20, 2021, the Birmingham City Commission intends to appoint one regular member to the Historic District Study Committee to serve the remainder of a three-year term to expire June 25, 2022.

The goal of the Historic District Study Committee is to conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations. The meetings are held by resolution of the City Commission.

Interested parties may submit an application available at the City Clerk's Office on or before noon on Wednesday, September 15, 2021. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Shall have a clearly demonstrated interest in or knowledge of historic preservation.
Thomas Loafman	Retired Chief Procurement Officer of Volkswagen, amateur historian, avid genealogist

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

SUGGESTED ACTION:

To appoint _____, as a regular member to the Historic District Study Committee to serve the remainder of a three-year term to expire June 25, 2022.



HISTORIC DISTRICT STUDY COMMITTEE

Goal: To conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

The committee shall consist of seven members in addition to a city appointed liaison. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations.

Terms: three years

Meetings are held by resolution of the City Commission.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Beshouri	Paul	(248) 895-4576	12/12/2016	6/25/2022
1740 Grant		<i>beshouri24@gmail.com</i>		
Cantor	Joy	(248) 752-7773	8/24/2020	6/25/2023
636 Lakeview Ave		<i>Joycantor@me.com</i>		
German	Jacob	(734) 934-9051	1/14/2019	6/25/2024
475 S. Adams #18		<i>jake@dunaskiss.biz</i>		
McGough	Colleen	(248) 808-4410	1/14/2019	6/25/2024
543 Watkins		<i>mcgough88@comcast.net</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Roush 2010 Buckingham	Jennifer	(248) 736-2801 <i>jennygwtw@comcast.net</i>	8/10/2020	6/25/2022
VACANT				6/25/2022
Xenos 608 W. Lincoln	Michael	(248) 496-8983 <i>mxenos@comcast.net</i>	2/22/2016 Nat'l Trust for Historic Preservation	6/25/2023

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HISTORIC DISTRICT STUDY COMMITTEE** Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Paul Beshouri	NM	NM	NM	NM	NM	CP	CP	P							1	0	100%
Jacob German	NM	NM	NM	NM	NM	CA	CA	P							1	2	33%
Colleen McGough	NM	NM	NM	NM	NM	CA	CA	P							1	2	33%
Michael Xenos	NM	NM	NM	NM	NM	CP	CP	P							1	0	100%
Jennifer Roush	NM	NM	NM	NM	NM	CA	CP	P							1	1	50%
Joy Cantor	NM	NM	NM	NM	NM	CP	CA	A							0	2	0%
															0	0	#DIV/0!
ALTERNATES																	
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
TOTAL	0	0	0	0	0	0	0	5	0	0	0	0	0	0			

KEY:

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Historic District Study Committee

Year: 2020

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Paul Beshori	NM	P	NM	NM	NM	NM	NM	NM							1	0	100%
Jonathan DeWindt	NM	A	NM	NM	NM	NM	NM	NM							0	1	0%
Jacob German	NM	P	NM	NM	NM	NM	NM	NM							1	0	100%
Colleen McGough	NM	P	NM	NM	NM	NM	NM	NM							1	0	100%
Michael Xenos	NM	P	NM	NM	NM	NM	NM	NM							1	0	100%
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
ALTERNATES																	
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Present or Available	0	4	0	0	0	0	0	0	0	0	0	0	0	0			

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Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Historic District Study Committee

Year: 2019

Members Required for Quorum:

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Paul Beshori	NM	NM	NM	NM	NM	P	NM	NM	NM	NM	CP				1	0	100%
Jonathan DeWindt	NM	NM	NM	NM	NM	A	NM	NM	NM	NM	NA				0	1	0%
Jacob German	NM	NM	NM	NM	NM	P	NM	NM	NM	NM	CA				1	1	50%
Colleen McGough	NM	NM	NM	NM	NM	P	NM	NM	NM	NM	CP				1	0	100%
Michael Xenos	NM	NM	NM	NM	NM	P	NM	NM	NM	NM	CP				1	0	100%
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
ALTERNATES																	
Member 1															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Present or Available	0	0	0	0	0	4	0	0	0	0	3	0	0	0			

KEY:

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
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Department Head Signature



OFFICE USE ONLY
Meets Requirements? Yes No
Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

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(Please print clearly)

Board/Committee of Interest Study Historic District Commission Committee

Specific Category/Vacancy on Board Regular Member (see back of this form for information)

Name Thomas Loafman

Phone 248 840-6678

Residential Address 580 Oakland Ave

Email * THOSLOAFMAN@GMAIL.COM

Residential City, Zip Birmingham 48009

Length of Residence 1 year

Business Address _____

Occupation _____

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

I am a life long amateur historian. I am an avid geneologist. I believe our heritage is something to be treasured.

List your related employment experience Recently retired a Chief Procurement Officer of Volkswagen.

List your related community activities I am anxious to serve my Birmingham community

List your related educational experience I took extra university classes in history - Russia, America, European

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: No

Do you currently have a relative serving on the board/committee to which you have applied? No

Are you an elector (registered voter) in the City of Birmingham? Yes

Signature of Applicant Thomas Loafman

Date 27 Aug. 2021

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080.

Updated 11/18/2020

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



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT COMMISSION

At the regular meeting of Monday, September 20, 2021 the Birmingham City Commission intends to appoint three regular members to the Historic District Commission to serve three-year terms to expire September 25, 2024.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Wednesday, September 15, 2021. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the City with primary emphasis upon the City's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	<ul style="list-style-type: none">• A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation.• Must be a resident
John W. Henke III	Returning member, Historic Society Representative
Gigi Debbrecht	Returning member, realtor, attended SHPPO sponsored classes
Patricia Lang	Returning member, owns two 100 year old homes

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

SUGGESTED ACTION:

To appoint _____, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2024.

To appoint _____, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2024.

To appoint _____, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2024.



HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years

Members: A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.

Duties: The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Cusimano	Charles		2/22/2021	12/31/2021
Groves High School			Student Representative	
Debbrecht	Gigi	(248) 882-9906	12/3/2018	9/25/2021
564 Frank St			realtor	
		gigidebbrecht@yahoo.com		
Deyer	Keith	(248) 642-6390	9/25/2006	9/25/2023
1283 Buckingham		kwdeyer@comcast.net		
Dukas	Natalia	(248) 885-8535	9/9/2013	9/25/2022
1352 Suffield		nataliadukas@yahoo.com		
Henke	John	(248) 789-1640	9/25/2006	9/25/2021
724 South Bates			historical preservation organization member	
		jwhenke@aol.com		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Kolo 851 Ann St	Dustin	(248) 935-3651 <i>dustinkolo@gmail.com</i>	11/23/2020	9/25/2023
Lang 1023 Floyd St.	Patricia	(248) 540-0991 <i>pal.family.friends@gmail.com</i>	12/3/2018	9/25/2021
Lemberg 648 S. Bates	Steven	(248) 971-9494 <i>slemberg@comcast.net</i>	12/8/2020 Alternate	9/25/2022
McCarthy 1025 N. Glenhurst	Cassandra	(213) 725-3934 <i>mscassan@aol.com</i>	11/23/2020 Alternate	9/25/2022
Wiegand Seaholm High School	Elizabeth		2/22/2021 Student Representative	12/31/2021
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 architect	9/25/2022

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HISTORIC DISTRICT COMMISSION** Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME	1/6	1/20	2/3	3/3	3/17	4/7	4/21	5/5	5/19	6/2	6/16	7/7	7/21	8/4								SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																										
John Henke	P	P	P	P	P	A	CM	CM	P	P	P	A	A	P										9	3	75%
Keith Deyer	P	P	P	P	P	P	CM	CM	P	P	P	P	A	P										11	1	92%
Gigi Debbrecht	P	P	A	P	P	P	CM	CM	P	P	P	P	A	P										10	2	83%
Natalia Dukas	P	P	P	P	P	P	CM	CM	P	A	P	P	P	A										10	2	83%
Dustin Kolo	P	P	P	P	P	P	CM	CM	P	P	P	P	P	A										11	1	92%
Patricia Lang	P	A	P	P	P	A	CM	CM	P	P	P	P	P	P										10	2	83%
Michael Willoughby	P	P	P	P	P	P	CM	CM	P	P	A	P	P	P										11	1	92%
ALTERNATES																										
Steven Lemberg	P	P	A	P	P	A	CM	CM	P	P	P	P	A	P										9	3	75%
Cassandra McCarthy	A	P	P	P	A	P	CM	CM	A	P	A	P	A	A										6	6	50%
Charles Cusimano (Stdnt)	NA	NA	NA	P	P	P	CM	CM	P	P	P	A	P	A										7	2	78%
Elizabeth Wiegand	NA	NA	NA	P	A	P	CM	CM	P	P	P	P	A	P										7	2	78%
TOTAL	8	8	7	11	9	8	0	0	10	10	9	9	5	7	0	0	0	0	0	0	0	0	0			

KEY: **A** = Member absent
 P = Member present or available
 CP = Member available, but meeting canceled for lack of quorum
 CA = Member not available and meeting was canceled for lack of quorum
 NA = Member not appointed at that time
 NM = No meeting scheduled that month
 CM = Meeting canceled for lack of business items

 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HDC**

Year: 2020

Members Required for Quorum: 4

MEMBER REQUIRED FOR QUORUM																									SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
MEMBER NAME	1/15	2/5	2/19	3/4	3/18	4/1	4/15	5/6	5/20	6/3	6/17	7/1	7/15	8/5	8/19	9/2	9/16	10/7	10/21	11/4	11/18	12/2	12/16						
REGULAR MEMBERS																													
Gigi Debbrecht	P	P	P	P	NM	NM	P	NM	CP	P	NM	P	NM	NM	P											8	0	100%	
Doug Burley	A	A	A	A	NM	NM	A	NM	CA	A	NM	A	NM	NM	A											0	9	0%	
Keith W. Deyer	P	P	A	P	NM	NM	P	NM	CA	P	NM	P	NM	NM	P											7	2	78%	
Natalia Dukas	P	A	P	P	NM	NM	P	NM	CP	P	NM	P	NM	NM	P											7	1	88%	
John Henke III	P	P	P	P	NM	NM	P	NM	CP	P	NM	P	NM	NM	P											8	0	100%	
Patricia Lang	P	P	P	P	NM	NM	P	NM	CA	P	NM	A	NM	NM	A											6	3	67%	
Michael Willoughby	A	P	P	P	NM	NM	P	NM	CA	P	NM	P	NM	NM	P											5	1	83%	
Ava Wells (Student)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	0	#DIV/0!	
Klea Ahmet (Student)	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	0	#DIV/0!	
ALTERNATES																													
Dulce Fuller	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	0	#DIV/0!	
Kevin Filthaut	A	A	A	A	NM	NM	NA	NM	CA	A	A	A	NM	NA	NA	A	A	A	A	A	A	A	A			0	18	0%	
Present or Available	6	6	5	6	0	0	6	0	3	6	0	5	0	0	5										0	0			

KEY: **A** = Member absent
 P = Member present or available
 CP = Member available, but meeting canceled for lack of quorum
 CA = Member not available and meeting was canceled for lack of quorum
 NA = Member not appointed at that time
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 CM = Meeting canceled for lack of business items

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HDC**

Year: **2019**

Members Required for Quorum: **4**

MEMBER NAME																							SPEC MTG	SPEC MTG	Total Mtg's Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS	1/2	1/16	2/6	2/20	3/20	4/3	4/17	5/1	5/15	6/19	7/3	7/17	8/7	8/21	9/4	9/18	10/2	10/16	11/6	11/20	12/4	12/18					
Gigi Debbrecht	P	NM	NM	P	P	NM	CA	NM	NM	NM	NM	NM	P	CP	P	NM	P	A	P	NM	P	NM			8	2	80%
Doug Burley	P	NM	NM	P	A	NM	CA	NM	NM	NM	NM	NM	P	CA	A	NM	A	A	P	NM	P	NM			5	6	45%
Keith W. Deyer	P	NM	NM	P	P	NM	CP	NM	NM	NM	NM	NM	A	CA	P	NM	P	A	P	NM	P	NM			7	3	70%
Natalia Dukas	P	NM	NM	A	A	NM	CA	NM	NM	NM	NM	NM	P	CP	P	NM	A	P	P	NM	P	NM			6	4	60%
John Henke III	A	NM	NM	P	P	NM	CP	NM	NM	NM	NM	NM	P	CP	P	NM	A	P	P	NM	A	NM			6	3	67%
Patricia Lang	P	NM	NM	P	P	NM	CA	NM	NM	NM	NM	NM	P	CA	P	NM	P	P	P	NM	A	NM			8	3	73%
Michael Willoughby	P	NM	NM	P	A	NM	CA	NM	NM	NM	NM	NM	A	CA	P	NM	P	P	A	NM	P	NM			5	5	50%
Ava Wells (Student)	A	NM	NM	A	NA	NM	NA	NM	NM	NM	NM	NM	NA	NA	NA	NM	NA	NA	NA	NM	NA	NM			0	2	0%
Klea Ahmet (Student)	NA	NM	NM	NA	P	NM	A	NM	NM	NM	NM	NM	A	CA	P	NM	P	P	A	NM	A	NM			4	5	44%
Grace Donati (Student)	A	NM	NM	A	NA	NM	NA	NM	NM	NM	NM	NM	NA	NA	NA	NM	NA	NA	NA	NM	NA	NM			0	2	0%
ALTERNATES																											
Dulce Fuller	A	NM	NM	P	A	NM	CA	NM	NM	NM	NM	NM	P	CA	A	NM	A	A	A	NM	A	NM			2	9	18%
Kevin Filthaut	P	NM	NM	A	A	NM	CA	NM	NM	NM	NM	NM	A	CA	A	NM	A	A	A	NM	A	NM			1	10	9%
Present or Available	7	0	0	7	5	0	2	0	0	0	0	0	6	3	7	0	5	5	6	0	5	0	0	0			

KEY: **A** = Member absent
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Department Head Signature



OFFICE USE ONLY
Meets Requirements? Yes No
Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest HISTORIC DISTRICT COMMISSION
Specific Category/Vacancy on Board _____ (see back of this form for information)

Name JOHN W. HENKE III Phone 248 789-1640
Residential Address 724 S. BATES ST. Email JWHENKE@AOL.COM
Residential City, Zip BIRMINGHAM 48009 Length of Residence 28 YEARS
Business Address 251 MEDINA #212 Occupation ATTORNEY
Business City, Zip BIRMINGHAM 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

TO CONTINUE TO SERVE & PROTECT OUR HISTORIC RESOURCES AS CHAIR & MEMBER OF HDZ AS WELL.

List your related employment experience 17 YEARS HDZ & LAW PRACTICE CONCENTRATES ON REAL ESTATE, CONSTRUCTION & BUSINESS MATTERS

List your related community activities 17 YEARS HDZ, AD HOC OLD WOODWARD, AD HOC MASTER PLAN SELECTION, DAADS TRUSTEE, FORMER BOARD MEMBER

List your related educational experience _____

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO

Do you currently have a relative serving on the board/committee to which you have applied? NO

Are you an elector (registered voter) in the City of Birmingham? YES
Signature of Applicant [Signature] Date 9/13/2021

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, AL 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/15/2020

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



OFFICE USE ONLY
Meets Requirements? Yes No
Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Historic District Commission

Specific Category/Vacancy on Board returning member (see back of this form for information)

Name Gigi Debbrecht

Phone 248-882-9906

Residential Address 564 Frank St

Email * gigidebbrecht@yahoo

Residential City, Zip Birmingham 48009

Length of Residence 30+years

Business Address 275 S. Old Woodward

Occupation Realtor

Business City, Zip Birmingham

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

Returning member; have attended county and SHPPO sponsored historic classes and seminars.

List your related employment experience Realtor 30+ years; have listed and sold old- and designated homes and educated owners on repairs and appropriate renovation

List your related community activities

CBRA previous officer & member
Community tour initiated

List your related educational experience U.W.-Madison BS degree and advanced education classes

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

no

Do you currently have a relative serving on the board/committee to which you have applied? no

Are you an elector (registered voter) in the City of Birmingham? yes

G. Debbrecht

9/14/2021

Signature of Applicant

Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Ahauff@bhamgov.org or by fax to 248.530.1080.

Updated 3/24/2021

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OFFICE USE ONLY
Meets Requirements? Yes No
Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Historical District Commission

Board/Committee of Interest _____

Specific Category/Vacancy on Board regular member (see back of this form for information)

Name Patricia Lang

Phone 248-227-3137

Residential Address 1023 Floyd St.

Email * pal.family.friends@gmail.com

Residential City, Zip Birmingham

Length of Residence 38 years

Business Address _____

Occupation retired

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

I have a passion for historical preservation as I own two homes over 100 years old. My skill set is to promote renovation over demolition and sustainability in this community and to coordinate communication between the different commissions and boards and community regarding this. I would like to develop a team approach to this goal which includes designers, builders, architects, etc.

List your related employment experience _____
I own two 100 year old homes one of which is a seasonal rental in Harbor Springs

I was on the Historical District Study Committee for 10 years and helped plan

List your related community activities _____
the Heritage Home event promoting pride in owning a century old home years ago. It was a great

I was a Teacher Consultant for special education for 38 years

List your related educational experience _____
I am a coordinator, visionary, communicator...

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

NO

Do you currently have a relative serving on the board/committee to which you have applied? NO

Are you an elector (registered voter) in the City of Birmingham? yes

Signature of Applicant Patricia Lang

Date 9/15/21

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Ahauff@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

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NOTICE OF INTENTION TO APPOINT TO DESIGN REVIEW BOARD

At the regular meeting of Monday, September 20, 2021, the Birmingham City Commission intends to appoint three regular member to the Design Review Board to serve a three-year term to expire September 25, 2024.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, September 15, 2021. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Design Review Board is to advise the City Commission in regard to the proper development of the City. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the City's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, City Planning Board, Historic District Commission and other City advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the City.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	<ul style="list-style-type: none">Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members shall be residents.
John W. Henke III	Returning member, Historic Society Representative
Gigi Debbrecht	Returning member, realtor, minor in interior design
Julijana Rasawehr	Resident, Planning Director for the Charter Township of Shelby
Patricia Lang	Returning member, owns two 100 year old homes

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

SUGGESTED ACTION:

To appoint _____, as a regular member to serve a three-year term to expire September 25, 2024.

To appoint _____, as a regular member to serve a three-year term to expire September 25, 2024.

To appoint _____, as a regular member to serve a three-year term to expire September 25, 2024.



DESIGN REVIEW BOARD

Ordinance #1882

Terms: 3 years

Members: One member of the Design Review Board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.

Duties: The function and duty of the Design Review Board is to advise the city commission in regard to the proper development of the city. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, city Planning Board, Historic District Commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Cappello 160 Larchlea Drive	Samantha	(248)914-2930 <i>samanthacappello@yahoo.com</i>	11/23/2020 Alternate	9/25/2022
Debbrecht 564 Frank St.	Gigi	(248) 882-9906 <i>gigidebbrecht@yahoo.com</i>	12/10/2018 Real estate	9/25/2021
Deyer 1283 Buckingham	Keith	(248)642-6390 <i>kwdeyer@comcast.net</i>	9/25/2006 Engineer	9/25/2023
Dukas 1352 Suffield	Natalia	(248) 885-8535 <i>nataliadukas@yahoo.com</i>	9/9/2013 Finance	9/25/2022
Henke 724 South Bates	John	(248) 789-1640 <i>jwhenke@aol.com</i>	9/25/2006 Historical preservation organization member	9/25/2021

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Kolo 851 Ann St.	Dustin	(248)935-3651 <i>dustinkolo@gmail.com</i>	11/23/2020	9/25/2023
Kriel 340 Wimbledon Dr.	Kathleen	(312)757-9654 <i>kathleenmtighe@gmail.com</i>	11/23/2020 Alternate	9/25/2022
Lang 1023 Floyd St.	Patricia	(248) 540-0991 <i>pal.family.friends@gmail.com</i>	12/10/2018	9/25/2021
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 Architect	9/25/2022

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **DESIGN REVIEW BOARD**

Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME	1/6	1/20	2/3	3/3	3/17	4/7	4/21	5/5	5/19	6/2	6/16	7/7	7/21	8/4								SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																										
John Henke	P	P	P	P	P	A	CM	CM	P	P	P	A	A	P										9	3	75%
Keith Deyer	P	P	P	P	P	P	CM	CM	P	P	P	P	A	P										11	1	92%
Gigi Debbrecht	P	P	A	P	P	P	CM	CM	P	P	P	P	A	P										10	2	83%
Natalia Dukas	P	P	P	P	P	P	CM	CM	P	A	P	P	P	P										11	1	92%
Dustin Kolo	P	P	P	P	P	P	CM	CM	P	P	P	P	P	A										11	1	92%
Patricia Lang	P	A	P	P	P	A	CM	CM	P	P	P	P	P	P										10	2	83%
Michael Willoughby	P	P	P	P	P	P	CM	CM	P	P	A	P	P	P										11	1	92%
ALTERNATES																										
Samantha Cappello	P	A	P	P	P	P	CM	CM	A	P	P	A	P	P										9	3	75%
Kathleen Kriel	P	A	A	A	A	P	CM	CM	A	P	P	A	A	A										4	8	33%
Charles Cusimano (Stdnt)	NA	NA	NA	P	P	P	CM	CM	P	P	P	A	P	P										8	1	89%
Elizabeth Wiegand (Stdnt)	NA	NA	NA	p	A	P	CM	CM	P	P	P	P	P	P										8	1	89%
TOTAL	9	6	7	10	9	9	0	0	9	10	10	7	7	9	0	0	0	0	0	0	0	0	0			

KEY:

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Design Review Board

Year: 2020

Members Required for Quorum: 4

[illegible]

KEY: A = Member absent
P = Member present or available
CP = Member available, but meeting canceled for lack of quorum
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Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Design Review Board

Year: 2019

Members Required for Quorum: 4

MEMBER NAME																							SPEC MTG	SPEC MTG	Total Mtg. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS	1/2	1/16	2/6	2/20	3/20	4/3	4/17	5/1	5/15	6/19	7/3	7/17	8/7	8/21	9/4	9/18	10/2	10/16	11/6	11/20	12/4	12/18					
Keith W. Deyer	P	NM	NM	P	P	NM	P	NM	NM	NM	NM	NM	A	CA	P	NM	P	CA	P	NM	P	NM			8	3	73%
Natalia Dukas	P	NM	NM	A	A	NM	A	NM	NM	NM	NM	NM	P	CP	P	NM	A	CA	P	NM	P	NM			5	5	50%
John Henke III	A	NM	NM	P	P	NM	P	NM	NM	NM	NM	NM	P	CP	P	NM	A	CA	P	NM	A	NM			6	4	60%
Gigi Debbrecht	P	NM	NM	P	P	NM	A	NM	NM	NM	NM	NM	P	CP	P	NM	P	CA	P	NM	P	NM			8	2	80%
Patricia Lang	P	NM	NM	P	P	NM	A	NM	NM	NM	NM	NM	P	CA	P	NM	P	CA	P	NM	A	NM			7	4	64%
Michael Willoughby	P	NM	NM	P	P	NM	A	NM	NM	NM	NM	NM	A	CA	P	NM	P	CA	P	NM	P	NM			7	4	64%
Joe Mercurio	P	NM	NM	A	A	NM	P	NM	NM	NM	NM	NM	A	CA	P	NM	P	CA	P	NM	A	NM			5	6	45%
Ava Wells (Student)	A	NM	NM	A	A	NM	A	NM	NA	NA	NM	NM	A	A	A	NM	A	CA	A	NM	A	NM			0	10	0%
Klea Ahmet(Student)	NA	NM	NM	NA	P	NM	A	NM	NM	NM	NM	NM	A	A	P	NM	P	CA	A	NM	A	NM			3	6	33%
ALTERNATES																											
Dulce Fuller	A	NM	NM	P	A	NM	A	NM	NM	NM	NM	NM	P	CA	A	NM	A	CA	A	NM	A	NM			2	9	18%
Alex Jerome	P	NM	NM	P	A	NM	P	NM	NM	NM	NM	NM	P	CA	A	NM	A	CA	A	NM	A	NM			4	7	36%
Present or Available	7	0	0	7	6	0	4	0	0	0	0	0	6	3	8	0	6	0	7	0	4	0	0	0			

KEY: A = Member absent
P = Member present or available
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Department Head Signature

**OFFICE USE ONLY**

Meets Requirements? Yes No

Will Attend / Unable to Attend

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(Please print clearly)

Board/Committee of Interest DESIGN REVIEW BOARD

Specific Category/Vacancy on Board _____ (see back of this form for information)

Name JAMES W. HENKE III Phone 248 789-1640
Residential Address 724 S BATES ST Email * JWHENKE@AOL.COM
Residential City, Zip BIRMINGHAM 48009 Length of Residence 28 YEARS
Business Address 251 MERIDIAN #212 Occupation ATTORNEY
Business City, Zip BIRMINGHAM 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

TO CONTINUE TO SERVE & PROTECT OUR
HISTORIC RESOURCES AS CHAIR & MEMBER OF DRB
AS WELL.

List your related employment experience 17 YEARS HODORBS - ALL LAW PRACTICE
CONCENTRATES ON REAL ESTATE, CONSTRUCTION & BUSINESS
MATTERS

List your related community activities 17 YEARS HODORBS, AD HOC OLD
WOODWARD, AD HOC MASTER PLAN SELECTION, DAADS
TRUSTEE, FORMER BOARD MEMBER

List your related educational experience _____

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO

Do you currently have a relative serving on the board/committee to which you have applied? NOAre you an elector (registered voter) in the City of Birmingham? YES

Signature of Applicant [Signature] Date 9/13/2021

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/16/2020

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



OFFICE USE ONLY
Meets Requirements? Yes No
Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest DESIGN REVIEW BOARD

Specific Category/Vacancy on Board RETURNING MEMBER (see back of this form for information)

Name Gigi Debbrecht Phone 248-882-9906

Residential Address 564 Frank St Email * gigidebbrecht@yahoo

Residential City, Zip Birmingham 48009 Length of Residence 30+ years

Business Address 274 S. Old Woodward Occupation Realtor

Business City, Zip Birmingham

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

BS with minor in interior design, listed, sold and consulted

List your related employment experience Realtor, teacher

List your related community activities CBRA AND COMMUNITY HOUSE

Initiated community house house tour along with another historic homeowner

List your related educational experience U.W.-Madison BS with minor in interior design

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

no

Do you currently have a relative serving on the board/committee to which you have applied? no

Are you an elector (registered voter) in the City of Birmingham? yes

Gigi Debbrecht
Signature of Applicant

9/14/2021
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Ahauff@bhamgov.org or by fax to 248.530.1080.

Updated 3/24/2021

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**OFFICE USE ONLY**

Meets Requirements? Yes No

Will Attend / Unable to Attend

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(Please print clearly)

Design Review Board

Board/Committee of Interest _____

Specific Category/Vacancy on Board regular member (see back of this form for information)Name Patricia LangPhone 248-227-3137Residential Address 1023 Floyd St.Email * pal.family.friends@gmail.comResidential City, Zip BirminghamLength of Residence 38 years

Business Address _____

Occupation retired

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

I have a passion for historical preservation as I own two homes over 100 years old. My skill set is to promote renovation over demolition and sustainability in this community and to coordinate communication between the different commissions and boards and community regarding this. I would like to develop a team approach to this goal which includes designers, builders architects, etc.

List your related employment experience _____
I own two 100 year old homes one of which is a seasonal rental in Harbor SpringsList your related community activities I was on the Historical District Study Committee for 10 years and helped plan the Heritage Home event promoting pride in owning a century old home years ago. It was a greatList your related educational experience I was a Teacher Consultant for special education for 38 years
I am a coordinator, visionary, communicator...

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

NO

Do you currently have a relative serving on the board/committee to which you have applied? NOAre you an elector (registered voter) in the City of Birmingham? yesSignature of Applicant Patricia Lang Date 9/15/21

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Ahauff@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

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APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Design Review Board

Specific Category/Vacancy on Board _____

Name Julijana Rasaweher

Phone (586) 201-5470

Residential Address 221 Baldwin Road

Email jmisich@yahoo.com

Residential City, Zip Birmingham, 48009

Length of Residence 9 years

Business Address _____

Occupation Municipal Planning & Zoning Director

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
I have been working in the urban planning field for over 14 years and currently the Planning and Zoning Director for Shelby Township. My background working in a municipality for 20 years, along with knowledge of the planning field will allow me to apply my professional experiences to my community.

List your related employment experience Planning Director for the Charter Township of Shelby

List your related community activities None

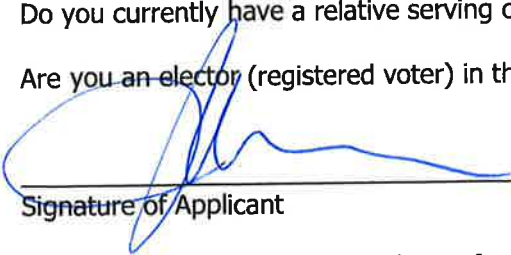
List your related educational experience Bachelor's in Business Administration and Master's in Urban Planning

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

No

Do you currently have a relative serving on the board/committee to which you have applied? No

Are you an elector (registered voter) in the City of Birmingham? Yes


Signature of Applicant

September 14, 2021
Date

City of Birmingham
Warrant List Dated 09/15/2021

Meeting of 09/20/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
281320		005430	21ST CENTURY MEDIA- MICHIGAN	1,871.00
281321		MISC	4 TECH SIGNS	300.00
281322	*	000855	48TH DISTRICT COURT	350,609.88
281323		MISC	ACTION FENCE CO OF MICHIGAN	37.50
281324		MISC	ALADDIN HEATING & COOLING	75.00
281325	*	009323	ALEXANDRIA BINGHAM	136.85
281327		MISC	ARTCO GROUP, LLC	100.00
281328	*	006759	AT&T	108.53
281329	*	006759	AT&T	394.03
281330		MISC	BELLE ISLE AWNING	300.00
281331		MISC	BENINATI POOL AND SPA	3,695.00
281332		MISC	BEST CHOICE TOTAL HOME IMPROVEMENT	100.00
281333		004931	BIDNET	317.50
281334		MISC	BLUMKE INSTALLATIONS	100.00
281335	*	000546	KAREN D. BOTA	1,970.00
281336		003526	BOUND TREE MEDICAL, LLC	2,329.37
281337		MISC	BOX DESIGN INC	300.00
281338		MISC	BRANDYWINE CONSTRUCTION LLC	8,550.00
281339		MISC	BRIAN HOCK	5,000.00
281340		MISC	BRUCE KAUFMAN	100.00
281341		MISC	BRUTTELL ROOFING INC	200.00
281342		005717	BSB COMMUNICATIONS, INC.	3,961.50
281343		003907	CADILLAC ASPHALT, LLC	1,087.85
281344		MISC	CAPALDI BUILDERS	500.00
281345		007732	CAPITAL TIRE, INC.	270.04
281346	*	MISC	CAPITAL TITLE INSURANCE AGENCY	31.50
281347		MISC	CASWELL MODERNIZATION CO INC	1,000.00
281348	*	000444	CDW GOVERNMENT INC	28.82
281349		MISC	CHARLIE 1953 LLC	2,000.00
281350		000605	CINTAS CORPORATION	162.10
281351	*	008955	COMCAST	258.35
281352	*	000627	CONSUMERS ENERGY	240.70
281353		MISC	Contour Construction	100.00
281354		001367	CONTRACTORS CONNECTION INC	211.20
281355	*	009145	CREATIVE COLLABORATIONS	7,600.00
281356		MISC	DC ILLUMINATIONS INC	500.00
281357	*	000177	DELWOOD SUPPLY	70.91
281358	*	MISC	DEVONSHIRE TITLE	21.17
281359	*	000179	DTE ENERGY	34.33
281360	*	000179	DTE ENERGY	59.54
281361	*	000179	DTE ENERGY	59.39
281362	*	000179	DTE ENERGY	846.38

City of Birmingham
Warrant List Dated 09/15/2021

Meeting of 09/20/2021

Check Number	Early Release	Vendor #	Vendor	Amount
281363	*	000179	DTE ENERGY	1,041.88
281364	*	000179	DTE ENERGY	581.60
281365	*	000179	DTE ENERGY	229.13
281366	*	000179	DTE ENERGY	1,862.02
281367	*	000179	DTE ENERGY	165.02
281368	*	000179	DTE ENERGY	1,531.72
281369	*	000179	DTE ENERGY	35.79
281370	*	000179	DTE ENERGY	38.48
281371	*	000180	DTE ENERGY	42,420.30
281372		MISC	ELEGANT STAMPED CONCRETE INC	100.00
281373	*	009100	ENZO WATER SERVICE	500.00
281374		MISC	EUROCRAFT BUILDERS & REMODELER	200.00
281375		MISC	EVER-DRY OF SOUTHEASTERN MI	200.00
281376		000936	FEDEX	48.30
281377		MISC	FISHER, EMILIA MARGARET	162.50
281378		MISC	FIVE STAR PROPERTY	200.00
281379		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	200.00
281380		MISC	FS Signs	300.00
281381		008293	GRAINGER	936.14
281382	*	008105	JASON GRANROTH	83.35
281383		MISC	GREATER DETROIT LANDSCAPE CO.	200.00
281384		MISC	HEBERT, GEORGE	100.00
281385		007458	HERITAGE - CRYSTAL CLEAN, LLC	606.20
281386	*	001956	HOME DEPOT CREDIT SERVICES	171.93
281387		MISC	HUNT SIGN COMPANY	100.00
281388		008433	INFO TECH INC	1,200.00
281389		MISC	ITALCASA DESIGN, LLC	100.00
281390	*	009316	JACK KNELLYS OFFICE FURNITURE	5,984.69
281391		MISC	JAMES ERNEST HAWKINSON	100.00
281392	*	009249	JOHN C COOK	100.00
281393		MISC	JOHNSON, CARMEN	672.90
281394		MISC	KATSARELAS, MARY L	1,625.00
281395		MISC	KAY L LURIE REVOCABLE TRUST	247.00
281396	*	MISC	KEITH HEIDEL	2,496.65
281397		MISC	Kevin Kuza	500.00
281398	*	000362	KROGER COMPANY	33.33
281399		MISC	LAVOIE, ROBERT D	770.10
281400		MISC	LEARY JR, JOHN H	1,000.00
281401		MISC	LERMAN, JOEL D	300.00
281402		MISC	LEWAND CUSTOM HOMES LLC	100.00
281403		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
281404		MISC	LIPARI, BRANDON	2,470.00
281405		MISC	LOCAL RENOVATIONS	200.00

City of Birmingham
Warrant List Dated 09/15/2021

Meeting of 09/20/2021

Check Number	Early Release	Vendor #	Vendor	Amount
281406	*	001577	KATE LONG	250.00
281407		MISC	LYNCH CUSTOM HOMES	1,000.00
281408		MISC	MANCO BUILDERS LLC	2,000.00
281409		MISC	MARCOS ARELLANO	100.00
281410	*	MISC	MARK WERDER	7,295.97
281411		000972	MCKESSON MEDICAL-SURGICAL	5,748.53
281411	*	000972	MCKESSON MEDICAL-SURGICAL	2,285.84
281412	*	009043	IAN MCLAUGHLIN	38.76
281413		MISC	METRO DETROIT SIGNS INC	200.00
281414	*	004738	MGFOA	120.00
281415	*	009085	MGSE SECURITY LLC	100.00
281416	*	MISC	MICHAEL KOPMEYER	2,721.86
281417		009200	MICHAEL MORRISON	4,200.00
281418	*	009143	MICHAEL SHUKWIT	650.00
281419	*	MISC	MICHELE KOTCHER	841.70
281420		007378	MIDAS AUTO SERVICE CENTER	695.57
281421	*	003842	BRIGETTE MORAN	289.00
281422		MISC	MORGAN HELLER & ASSOCIATES	500.00
281423		MISC	MOSHER DOLAN	600.00
281424	*	000668	NATIONAL TIME & SIGNAL CORP	459.80
281425		MISC	NEAL, JOSEPH	247.00
281426		MISC	OAKES ROOFING SIDING & WINDOWS INC	100.00
281427	*	000477	OAKLAND COUNTY	375,497.80
281428		000919	OAKLAND COUNTY TREASURER	5,295.84
281429	*	004370	OCCUPATIONAL HEALTH CENTERS	75.00
281430	*	000481	OFFICE DEPOT INC	204.30
281431		009151	PARAGON LABORATORIES INC	434.00
281432	*	MISC	PAUL DALLAS	64.27
281433		MISC	PELLA WINDOWS & DOORS, INC.	500.00
281435		000486	PLANTE & MORAN PLLC	9,545.00
281436		006625	PTS COMMUNICATIONS	78.00
281437		004137	R & R FIRE TRUCK REPAIR INC	13,733.07
281438		005379	RED WING BUSINESS ADVANTAGE ACCT	350.00
281439		MISC	REMSKI, JAMES T	156.00
281440		MISC	RENEWAL BY ANDERSEN	100.00
281441	*	009144	RICHARD TRUDO	2,400.00
281442		MISC	ROOF ONE LLC	100.00
281443		MISC	ROOT, PETER ALEXANDER	100.00
281444		MISC	ROSS HOSPITAL FOR ANIMALS	197.00
281445		MISC	ROSS NORMAN SCHOENHERR	501.00
281446		MISC	ROWELL, CHRISTOPHER	100.00
281447		MISC	ROYAL OAK KITCHENS INC	100.00
281448	*	MISC	RUSSELL THIBERT	312.09

City of Birmingham
Warrant List Dated 09/15/2021

Meeting of 09/20/2021

Check Number	Early Release	Vendor #	Vendor	Amount
281449	*	002806	SAM'S CLUB/SYNCHRONY BANK	502.24
281450		MISC	SCHIEMANN, DON A	1,560.00
281451		MISC	SPEARIN, JEFFREY JAMES	2,470.00
281452		002809	STATE OF MICHIGAN	680.00
281453	*	005079	STATE OF MICHIGAN	300.00
281454		009201	STEPHEN SHUKWIT	1,272.00
281455		MISC	T E A RESTORATION	200.00
281457		MISC	TITTLE BROTHERS CONSTRUCTION LLC	200.00
281458		MISC	TOWN BUILDING COMPANY	100.00
281459		MISC	TRI PHASE COMMERCIAL CONST LLC	500.00
281460		005481	TRI-COUNTY INTL TRUCKS, INC.	382.02
281461		008941	UPTOWN MARKET OF BIRMINGHAM	88.74
281462		009266	US SIGNAL COMPANY LLC	1,104.05
281463		MISC	VANGUARD BUILDING GROUP LLC	1,400.00
281464	*	000158	VERIZON WIRELESS	1,000.10
281465	*	000158	VERIZON WIRELESS	153.00
281466		MISC	WALLSIDE INC	1,000.00
281467		MISC	WEBSTER EXCAVATING, INC.	350.00
281468		MISC	WINDOW PRO HOLDINGS LLC	500.00
281469	*	009128	WITMER PUBLIC SAFETY GROUP INC	579.46
281470	*	008391	XEROX CORPORATION	828.57
281471	*	008902	ZORO TOOLS, INC.	49.65
SUBTOTAL PAPER CHECK				\$921,159.70
<u>ACH TRANSACTION</u>				
4236	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	18,087.80
4237		009126	AMAZON CAPITAL SERVICES INC	115.51
4238		008667	APOLLO FIRE APPRATUS REPAIR INC	378.50
4239	*	000282	APOLLO FIRE EQUIPMENT	4,100.61
4240	*	000517	BEIER HOWLETT P.C.	43,298.00
4241		006683	BIRMINGHAM LAWN MAINTENANCE	850.00
4242	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	12,619,226.11
4243	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	115.50
4244		009321	COMMONWEALTH OF MASSACHUSETTS	500.00
4245	*	001077	DUNCAN PARKING TECH INC	9,762.75
4246		008378	THE HUNTINGTON NATIONAL BANK	1,437,475.13
4247	*	003458	JOE'S AUTO PARTS, INC.	127.95
4248	*	000891	KELLER THOMA	288.75
4249	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	21,535,513.95
4250	*	000478	ROAD COMM FOR OAKLAND CO	1,647.40
4251	*	001181	ROSE PEST SOLUTIONS	558.00
4252	*	001097	SOCWA	332,864.03
4253	*	004355	SYMETRA LIFE INSURANCE COMPANY	32,774.54

City of Birmingham
Warrant List Dated 09/15/2021

Meeting of 09/20/2021

Check Number	Early Release	Vendor #	Vendor	Amount
SUBTOTAL ACH TRANSACTION				\$36,037,684.53
GRAND TOTAL				<u>\$36,958,844.23</u>

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

Clerk's Office

DATE: Sept. 20, 2021
TO: Tom Markus, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: 2022 Village Fair – June 1 – June 5, 2022

INTRODUCTION:

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

Pre-party on Wednesday, June 1	5 – 10 p.m.
Thursday, June 2	12 - 10 p.m.
Friday, June 3	12 - 11 p.m.
Saturday, June 4	11 a.m. - 11 p.m.
Sunday, June 5	12 - 9 p.m.

Tear down will occur on Sunday, June 5, from 9 p.m. – 12 a.m.

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, Engineering, Police, and Fire have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

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

Movie Night, June 10 - Booth Park
Farmers Market, Sundays - Lot 6

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

PUBLIC COMMUNICATIONS:

The Birmingham Bloomfield Chamber notified residents and businesses details of the event by postcard mailed at least two weeks prior to the Commission meeting. Addresses were notified within 300 feet of the event space.

SUMMARY

The City Commission is being asked to approve a special event permit for the 2022 Village Fair to be held June 1 – June 5, 2022. Set up will begin in and around Shain Park on Tuesday, May 31 at 1 a.m. through Wednesday, June 1 at 3 pm. Tear down is June 5 from 9 p.m. until 12 a.m.

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 Aug. 5, 2021. Notification addresses are on file in the Clerk's Office
3. Hold Harmless Agreement signed by the Chamber of Commerce
4. Certificate of Insurance
5. Department Approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion to approve a special event permit as requested by the Birmingham Bloomfield Chamber of Commerce to hold the 57th Annual Village Fair and private party in Shain Park and on the surrounding streets and sidewalks, June 1 through June 5, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

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 August 3, 2021

Name of Event 57th Village Fair

Detailed Description of Event (attach additional sheet if necessary) _____
Annual community fair with rides, food and games.

Location Shain Park on Martin St. between Pierce + Chester Also on Bates + Hennrich Streets.

Date(s) of Event June 1 - June 5 Hours of Event varies day to day - see attached

Date(s) of Set-up May 31 - June 1 Hours of Set-up 1 AM - 3 PM

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

Date(s) of Tear-down June 5, 2022 Hours of Tear-down 9 PM - 12 AM

Organization Sponsoring Event Birmingham Bloomfield Chamber

Organization Address 725 S. Adams Rd., Suite 130, Birmingham 48009

Organization Phone 248-430-7688

Contact Kelly Bennett Person _____

Contact Joe Bauman Phone _____

Contact Email Kellyb@bbcc.com

II. . . . EVENT INFORMATION

1. Organization Type Civic organization, fund raiser for the Chamber
(city, non-profit, community group, etc.) and benefits local non-profits

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) TBD

3. Is the event a fundraiser? YES ☒ NO ☐

List

List

expected

beneficiary

income \$25,000 - 35,000

Attach information about the beneficiary. Primary beneficiary is the BBChamber

4. First time event in Birmingham? YES ☐ NO ☒

If no, describe 57th Village Fair

5. Total number of people expected to attend per day Thousands (weather permitting)

6. The event will be held on the following City property: (Please list)

- ☒ Street(s) Martin St. between Pierce and Center / Bates and
Henrietta: The corner of Pierce and Martin will not
☒ Sidewalk(s) On Martin, Bates, + Henrietta be blocked. Merrill,
Henrietta and Bates + Merrill
☒ Park(s) Shain Park will be open for one lane
of traffic.

7. Will street closures be required? YES ☒ NO ☐

(Police Department acknowledgement prior to submission of application is required) (initial here) _____

8. What parking arrangements will be necessary to accommodate attendance? Bags over meters on Bates + Henrietta, Attendees encouraged to use parking structures.

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 A paid crew is hired for maintenance and clean up.
Safety + security is hired by North American Midway
Entertainment. Maintenance is coordinated by the chamber.

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

Describe North American Midway pulls a water permit and
works directly with the fire marshall.

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 _____ Loudspeakers
Recorded Time music will begin _____
Time music will end _____
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 15-20
Size of signs/banners 18" x 24"
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 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.

III. I. 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	12	6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	30	\$10.00 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	Ø	\$350.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	Yes / TBD	\$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
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 square feet)	TBD	10 x 10
Portable Toilets	6	
Rides	16	
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 57th Village Fair
EVENT DATE June 1 - June 5, 2022

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.

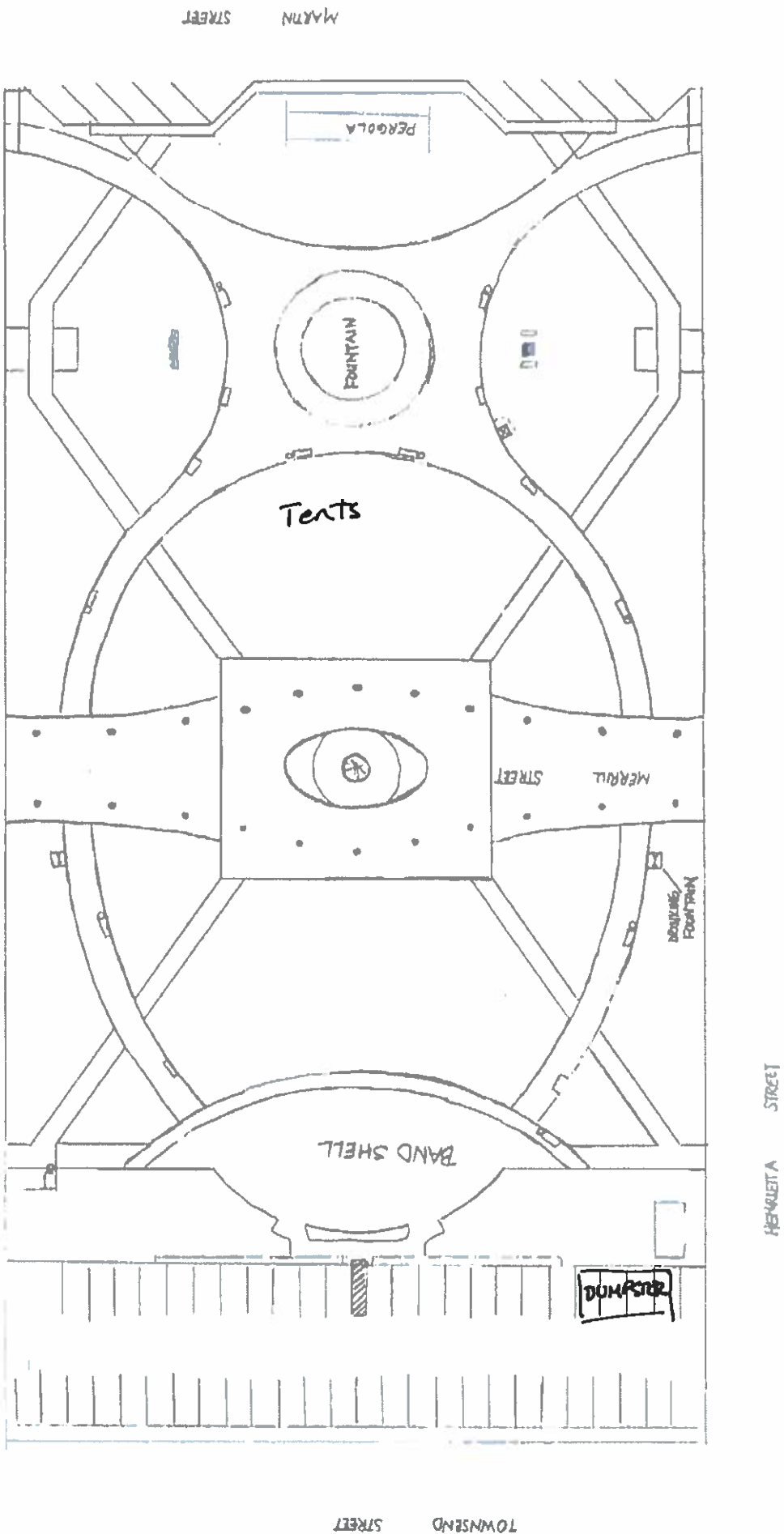
As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Kelly Bennett 08-3-2021
Signature Date

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

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.



Shain Park Map



SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: Thursday, August 5, 2021

TO: Residential Property or Business Owner

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

EVENT INFORMATION

NAME OF EVENT: 57th Birmingham Village Fair

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

DATE(S) & HOURS OF EVENT:

Wednesday, June 1, 2022	5-10 p.m. Private Pre-Party
Thursday, June 2, 2022	12-10 p.m. Open to the public
Friday, June 3, 2022	12-11 p.m. Open to the public
Saturday, June 4, 2022	11 a.m. - 11 p.m. Open to the public
Sunday, June 5, 2022	12-9 p.m. Open to the public

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

DATE(S) OF SET-UP: Tuesday, May 31 & Wednesday, June 1

HOURS OF SET-UP: 1 a.m. - 3 p.m.

DATE(S) OF TEAR-DOWN: Sunday, June 5

HOURS OF TEAR-DOWN: 9 p.m. – 12 a.m.

DATE OF CITY COMMISSION MEETING: September 20, 2021

The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. You may also attend virtually through ZOOM: <https://zoom.us/j/655079760>
Meeting ID: 655 079 760. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248) 530-1880. Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Birmingham Bloomfield Chamber
ADDRESS: 725 S. Adams, Suite 130, Birmingham MI 48009
PHONE: (248) 430-7688

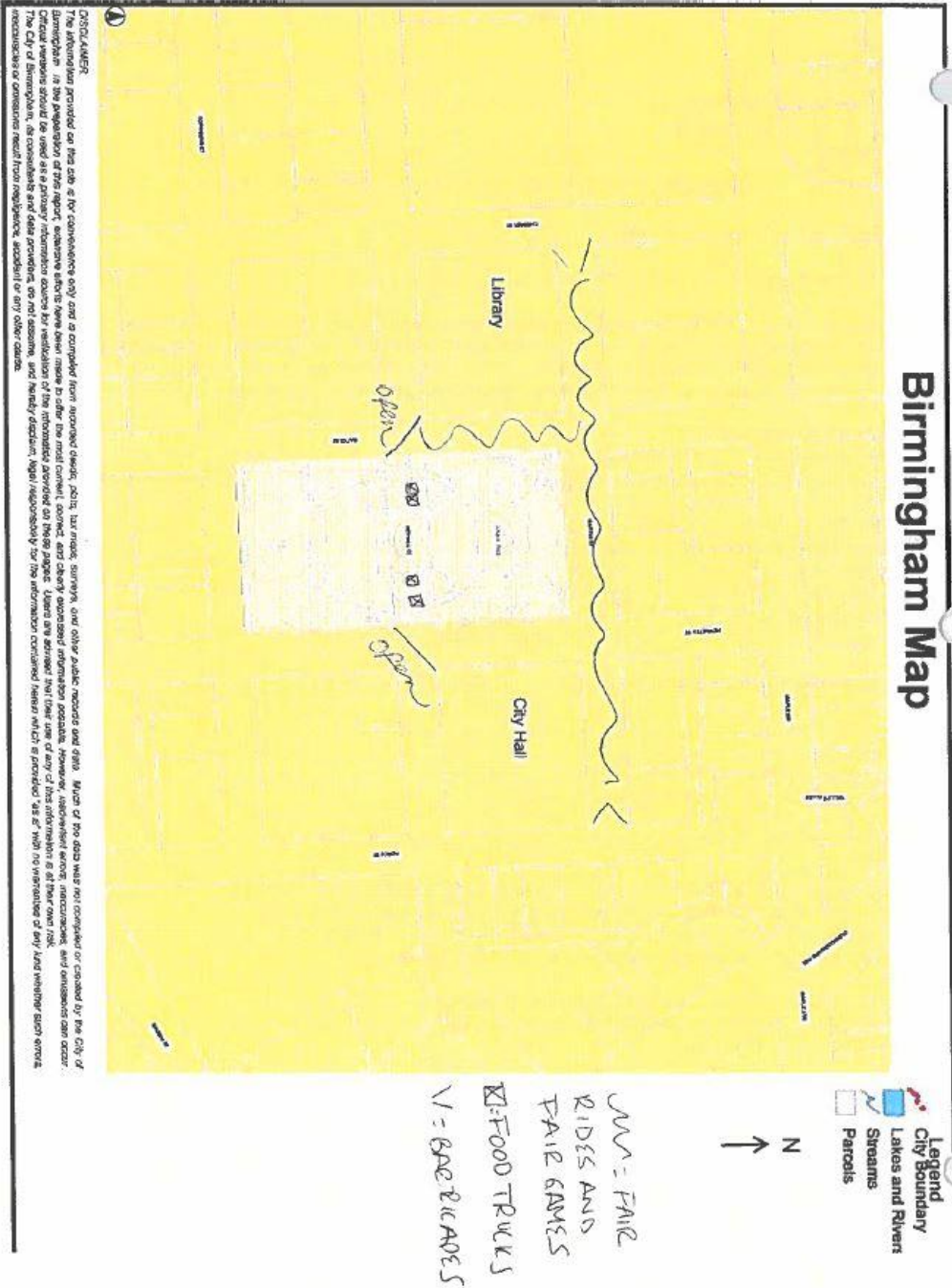
FOR QUESTIONS ON DAY OF EVENT, CONTACT:

Kelly Bennett, Birmingham Bloomfield Chamber
248-505-4149



THE
**Birmingham
Bloomfield**
CHAMBER

725 SOUTH ADAMS RD. SUITE 130 BIRMINGHAM MI 48009-6967
PHONE: 248 644 1700 | FAX: 248 644 0286 | WEB: www.bbcc.com





HOLD-HARMLESS AGREEMENT

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

Kelly Bennett

Applicant's signature

8-5-2021

Date



BIRMBLO-01

SHORNYAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2021

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

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

PRODUCER Emerson-Prew 30600 Telegraph Road Suite 2230 Bingham Farms, MI 48025	CONTACT NAME: Sharl Hornyak	
	PHONE (A/C, No, Ext): (248) 203-1817	FAX (A/C, No):
INSURED Birmingham Bloomfield Chamber of Commerce 725 S. Adams, Suite 130 Birmingham, MI 48009	E-MAIL ADDRESS: shornyak@epi-ins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Mutual Insurance Company	
	INSURER B: Accident Fund Insurance Company of America	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		A04349106	6/29/2021	6/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A04349106	6/29/2021	6/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			A04349106	6/29/2021	6/29/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV8011508	6/29/2021	6/29/2022	PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Birmingham including all Elected and Appointed Officials; All Employees & Volunteers; Board Members; Employees & Volunteers are Named as Additional Insured. This Coverage Shall be Primary and Non-Contributory.

Event: 67th Birmingham Village Fair

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham 161 Martin St. P. O. Box 3001 Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John M. Roberts</i>

DEPARTMENT APPROVALS

EVENT NAME: Birmingham Village Fair

LICENSE NUMBER #21-00011652

COMMISSION HEARING DATE: Sept. 20, 2021

NOTE TO STAFF: Please submit approval by Sept. 13, 2021

DATE OF EVENT: June 1 – June 5, 2022

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)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment		\$0	
BUILDING 101-000.000.634.0005 248.530.1850	MJM		Tents over 400SQFT. Generators.	\$389.59	
FIRE 101-000.000-634.0004 248.530.1900		Follow all current MDHHS COVID-19 Guidelines. Crowd managers required for every 250 persons on event grounds per International Fire Code '15 Sec. 403. Contact Fire Marshal for language and requirements 1 month prior to event. Tent inspections required 400 Sq. Ft. +, also flame retardant certificate required. Exit signs required on tents over 400 sq. ft. with a minimum of 2 exits. Fire extinguishers to be mounted on all tents regardless of size of tent. Extinguisher size: 3A:40:B:C 5 lb ABC Food service areas will be inspected for safety (cooking fuel fired cooking		\$4,000	

		<p>appliances / mediums, generators, etc.)</p> <p>No gas or fuel cans on premises. Only allowed during refill of gas appliances. Remove immediately from event grounds.</p> <p>Generators shall be 25 feet from tents</p> <p>Provide wire bridge protectors for extension cords to prevent damage to cords</p> <p>Food service trucks shall have commercial hoods inspected and service tags (cleaning and suppression maintenance) shall be up to date and properly tagged prior to event.</p> <p>Do not block fire hydrants, roads that are not permitted to be blocked during event.</p>			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and barricades.		\$3,400	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	Will provide: 1). The event coordinator is outsourcing the dumpsters. 2). 30 PSD boxes/Bags 3). 12 Picnic Tables 4). Delivery/Removal of barricades		\$2,500	
ENGINEERING 101-000.000.634.0002 248.530.1839	SDZ	Provide plywood for dumpster location to protect pavement, place cones around dumpster. Meter bags needed for parking spaces for dumpster.	Obstruction Permit	\$65	
SP+ PARKING	SG	Available parking in City structures.		\$0	\$0

INSURANCE 248.530.1807		CoI, hold harmless agreement submitted 8/5/21	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than 9/3/21. Notification addresses on file in the Clerk's Office. Evidence of required insurance is on file with the Clerk's Office	Applications for vendors license must be submitted no later than 5/14/2022 ____.	\$165 pd	
				TOTAL DEPOSIT REQUIRED: \$10,354.59	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

Clerk's Office

DATE: September 20, 2021
TO: Tom Markus, City Manager
FROM: Alexandra Bingham, City Clerk
SUBJECT: Special Event - 2021 Nativity Scene

INTRODUCTION:

Ascension of Christ Lutheran Church has submitted a Special Event application to display the Christmas Nativity in Shain Park beginning November 27, 2021, through December 31, 2021. Set-up for the event is scheduled for November 27 from 8 a.m. through noon. Tear down is scheduled for December 31 between 8 a.m. and noon.

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, Engineering, Police, and Fire have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

Events approved by the City Commission in Shain Park in November and December include the Veterans Day Wreath Laying Ceremony on November 11, the arrival of Santa on November 27, and Winter Markt December 3-5.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

PUBLIC COMMUNICATIONS:

Ascension of Christ Lutheran Church notified residents and businesses details of the event by postcard mailed at least two weeks prior to the Commission meeting. Addresses were notified within 300 feet of the event space.

SUMMARY:

The City Commission is being asked to approve a special event permit for a Christmas nativity scene to be on display from November 27 until December 31, 2021. Set up will

take place in Shain Park on Saturday, November 27. Tear down will occur on December 31 between 8 a.m. and noon.

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 4, 2021. Notification addresses are on file in the Clerk's Office
3. Event site map
4. Certificate of Insurance
5. Department Approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion to approve a special event permit as requested by Ascension of Christ Lutheran Church to erect the 2021 Nativity Display in Shain Park on Saturday, Nov. 27 through Friday, December 31, 2021, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

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

AUG 29 2021

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. RECEIVED

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 8/23/21

Name of Event 2021 CHRISTMAS NATIVITY DISPLAY

Detailed Description of Event (attach additional sheet if necessary)

DISPLAY OF FIBERGLASS NATIVITY (FIGURINES) MOUNTED
ON WOODEN PLATFORM (PICTURES ON PAGES 6a & 6b)

Location SHAIN PARK

Date(s) of Event 11/21 - 12/31/21

Hours of Event ALL DAY

Date(s) of Set-up 11/27/21

Hours of Set-up BETWEEN 8AM & 12 NOON

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

Date(s) of Tear-down 12/31/21

Hours of Tear-down BETWEEN 8AM & 12 NOON

Organization Sponsoring Event ASCENSION OF CHRIST LUTHERAN CHURCH

Organization Address 16935 W. 14 MILE ROAD, BEVERLY HILLS, MI 48025

Organization Phone 248 644 8890

Contact Person CHARLES W JACKSON

Person _____

Contact Phone 248-885-4101

Phone _____

Contact Email TREASURER@ASCENSIONOFCHRIST.ORG

II. . . . EVENT INFORMATION

1. Organization Type NOT FOR PROFIT CHURCH
(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.) _____
① LUTHERAN CHURCH OF THE REDEEMER, 1800 W. MAPLE RD, BIRMINGHAM 48009
② OUR SHEPHERD LUTHERAN CHURCH, 2225 E. 14 MILE RD, BIRMINGHAM 48009
③ GARY PRISKORN 248-644-4010 ④ DAVID PRISKORN 248-705-7874
3. Is the event a fundraiser? YES ☐ NO ☒
List _____ beneficiary _____
List _____ expected income _____
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe THIS DISPLAY HAS BEEN SET UP IN SHAIN PARK
EVERY YEAR SINCE 2006
5. Total number of people expected to attend per day UNKNOWN
6. The event will be held on the following City property: (Please list)
☐ Street(s) _____
☐ Sidewalk(s) _____
☒ Park(s) SHAIN PARK
7. Will street closures be required? YES ☐ NO ☒
(Police Department acknowledgement prior to submission of application is required) (initial here) mlr
8. What parking arrangements will be necessary to accommodate attendance? NONE

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 PERIODIC INSPECTIONS FOR DAMAGE & BURNED OUT BULBS

10. Will the event require safety personnel (police, fire, paramedics)? YES ☐ NO ☒

(Police Department acknowledgement prior to submission of application is required.) (initial here) MR

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 _____ Loudspeakers

Recorded Time music will begin _____

Time music will end _____

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 1

Size of signs/banners 18" x 48" ON FRONT OF PLATFORM

Submit a photo/drawing of the sign(s). **A sign permit is required.**

Pages 6a & 6b

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 or 248-535-9612 to obtain Health Department approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK-UP REQUIRED?	ELECTRIC REQUIRED?
N/A			

III. I. 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	N/A	6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$10.00 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) (A)	# 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.
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?
(show location of each on map) NOTE: Stakes are not allowed.

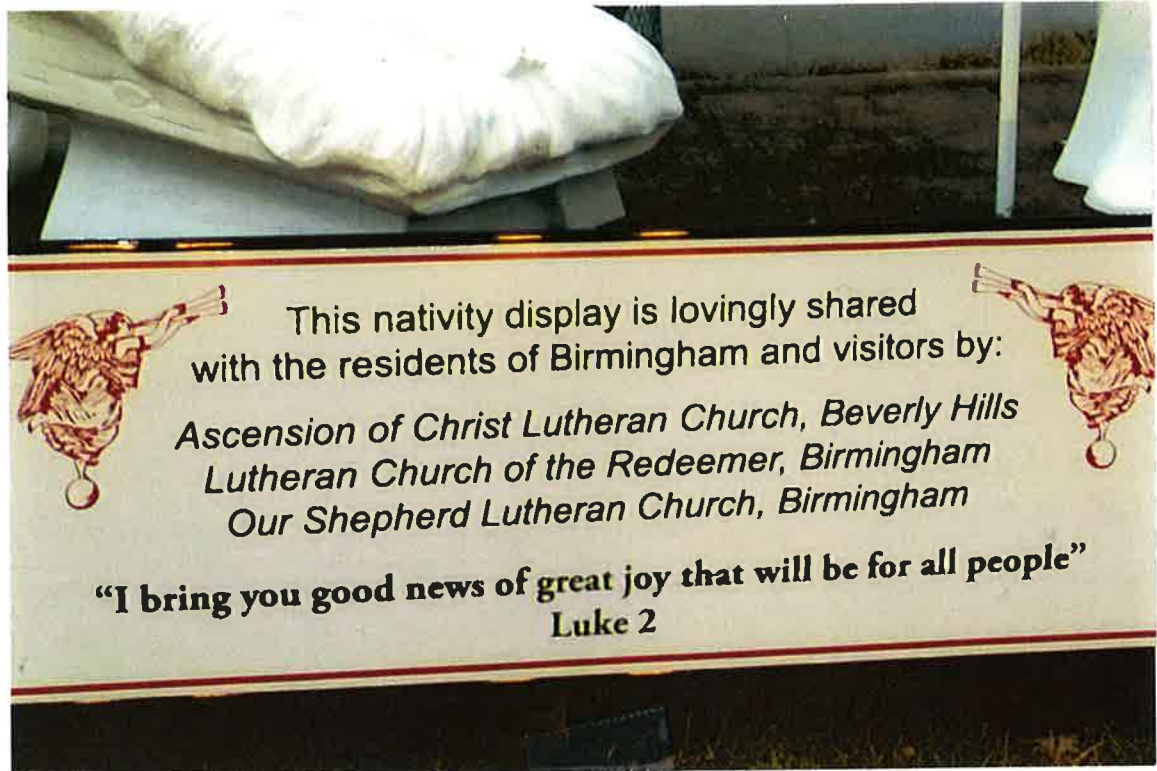
YES (NO)

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

Note:
See pictures
on page 6a

(A) 1 ELECTRIC OUTLET 6 FOR LIGHTING OF DISPLAY
IN THE EVENING





SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 2021 CHRISTMAS NATIVITY DISPLAY

EVENT DATE Nov 27 - DEC 31, 2021

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

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

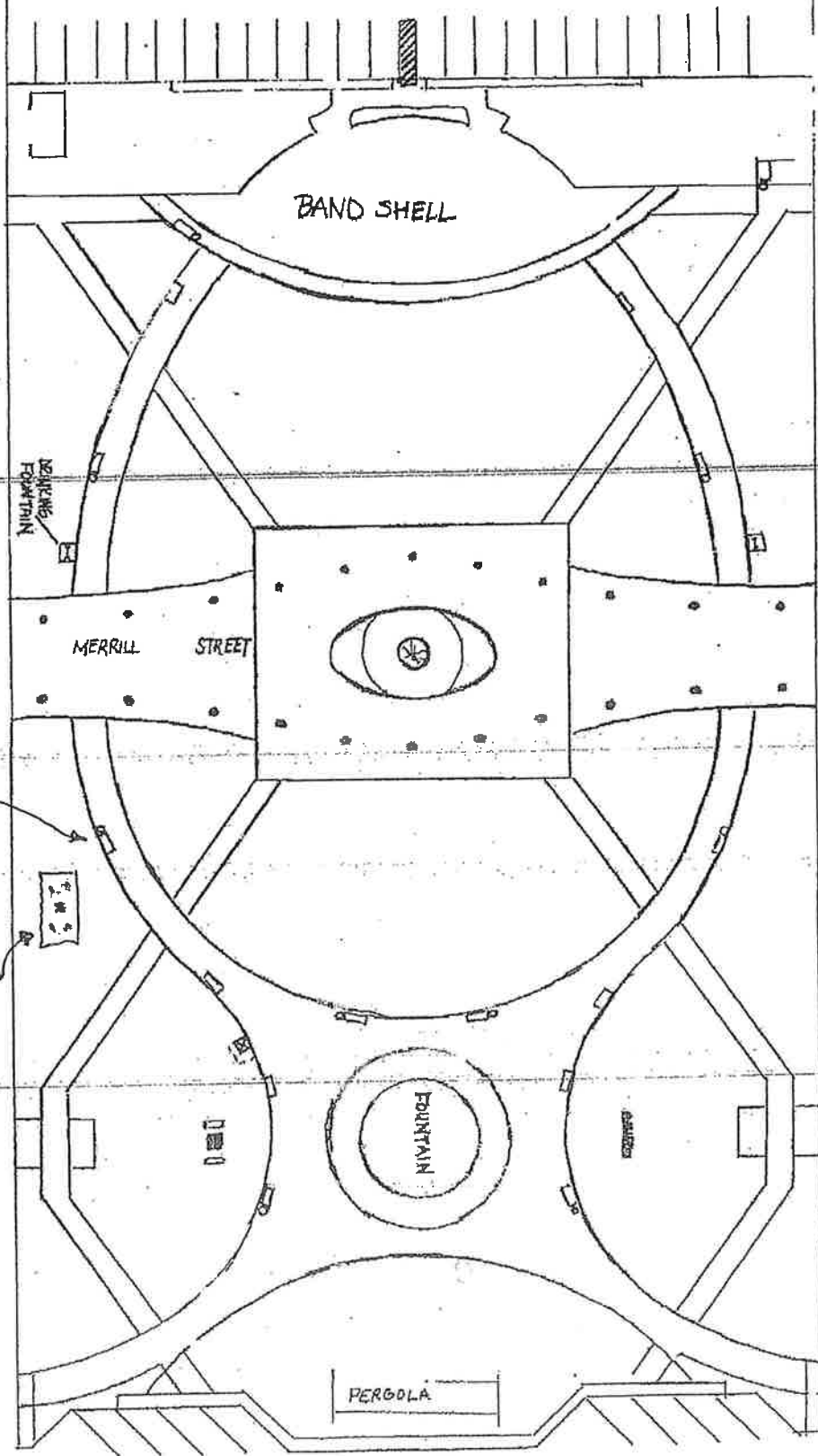

Signature

Aug 13, 2021
Date

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If you do not wish to receive these messages, you may unsubscribe at any time.*

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.



HENRIETTA STREET

MERRILL STREET

MARTIN STREET

Electrical outlet

6 piece Fiberglass nativity display

Birmingham Map

- Legend
 City Boundary
 Lakes and Rivers
 Streams
 Parcels



City Hall

Library

DISCLAIMER
 The information provided on this site is for convenience only and is compiled from numerous vendors, plans, tax maps, surveys, and other public records and data. Much of the data was not compiled or created by the City of Birmingham. In the preparation of this report, extensive efforts have been made to verify the accuracy of the information provided. However, inadvertent errors, inaccuracies, and omissions can occur. Official versions should be used as a primary information source for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk. The City of Birmingham, its consultants and data providers, do not assume, and hereby disclaim, legal responsibility for the information contained herein which is provided "as is" with no warranties of any kind whether such errors, inaccuracies or omissions result from negligence, accident or any other cause.



Ascension of Christ

LUTHERAN CHURCH

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: Sept. 01, 2021
TO: Residential Property or Business 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: 2021 Christmas Nativity Display
LOCATION: Shain Park, Henrietta (east) side
DATES OF EVENT: 11/26-12/31/21 **HOURS OF EVENT:** 24 hrs/day
BRIEF DESCRIPTION OF EVENT: The display includes 6 fiberglass figures (Baby Jesus, Mary, Joseph and 3 Shepherds) with signage that identifies the 3 Lutheran Churches who lovingly share this Nativity scene with residents of and visitors to the City of Birmingham.
DATE AND HOURS OF SET-UP: 11/27/2021, 9am-12Noon
DATE AND HOURS OF TEAR-DOW: 12/31/2021, 9am-12noon

DATE OF CITY COMMISSION MEETING: Sept. 20, 2021

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 Clerks Office (248/530-1880).

Log on to 'www.bhamgov.org/events' for a complete list of special events.

You may also attend virtually through ZOOM: <https://zoom.us/j/655079760>

Meeting ID: 655 079 760

EVENT ORGANIZER: Ascension of Christ Lutheran Church**
ADDRESS: 16935 W. 14 Mile Road, Beverly Hills, MI 48025
PHONE: 248-644-8890

For questions on day of event, contact Charles Jackson at 248-644-8890

**Jointly sponsored with Our Shepherd Lutheran Church and Lutheran Church of The Redeemer, both located in the City of Birmingham. This event has been set up every year since 2005.



ASCEOFC-01

AFANCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2021

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

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

PRODUCER
Lutheran Trust, Inc.
1500 Wall St.
Saint Charles, MO 63303

CONTACT Aimee Fancher

PHONE (A/C, No, Ext): (800) 200-7257 4208

FAX (A/C, No): (866) 608-0600

E-MAIL: AFancher@LTCAM.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: GuideOne Specialty Mutual Insurance Company

14559

INSURED

Ascension of Christ Lutheran Church
Mr. Charles Jackson
16935 West 14 Mile Road
Beverly Hills, MI 48025

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			00-1449-340	5/1/2021	5/1/2022	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Birmingham is listed an additional insured, 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 insured, whether any other coverage be primary, contributing or excess for coverage for a nativity scene put up over the Christmas season by Ascension of Christ Lutheran Church.

CERTIFICATE HOLDER

City of Birmingham
151 Martin
Birmingham, MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




Ascension of Christ

LUTHERAN CHURCH

HOLD-HARMLESS AGREEMENT

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


Applicant's signature

8/23/21

Date

DEPARTMENT APPROVALS

EVENT NAME: 2021 Christmas Nativity Display

LICENSE NUMBER #

COMMISSION HEARING DATE: 9/20/21

NOTE TO STAFF: Please submit approval by 9/13/21

DATE OF EVENT: 11/27/21

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)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No			
BUILDING 101-000.000.634.0005 248.530.1850					
FIRE 101-000.000-634.0004 248.530.1900	JDP	Staff to respond to emergency calls from Stations. Any tents set up need to provide 5 lb. ABC fire extinguisher, mounted. Follow all current MDHHS COVID-19 guidelines.		\$0	\$0
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel to provide extra patrol.		\$0	\$0
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 8/30/21	NO STAKES DRIVEN INTO THE GROUND OF ANY TYPE TO HOLD DOWN NATIVITY SCENE. 2). DEPARTMENT REPRESENTATIVE NEEDS TO MEET WITH ORGANIZATION REPRESENTATIVE ON THE PLACEMENT OF THE NATIVITY SCENE, TO AVOID DAMAGE TO PROPERTY, ELECTRICAL, ETC.		\$0	

ENGINEERING 101-000.000.634.0002 248.530.1839	SDZ	NONE	None	\$0	\$0
SP+ PARKING	SG	No Parking Concerns		\$0	\$0
INSURANCE 248.530.1807	IZH	Need to submit CoI, Hold Harmless Agreement	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803	IZH	Notification letters to be mailed by applicant no later than _____. 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 _____.	Applications for vendors license must be submitted no later than _____.	\$165	
				TOTAL DEPOSIT REQUIRED 165.00	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

Police Department

DATE: September 15, 2021

TO: Thomas M. Markus, City Manager

FROM: Scott Grewe, Operations Commander

SUBJECT: Amended Contract with SP Plus Corporation

INTRODUCTION:

In the fall of 2020, the Police Department took over operations of the parking structures. During the initial months, operations and contractual service/contracts were reviewed. Staff reviewed the contract for SP Plus Corporation, managing contractor for the day-to-day operations of the parking structures and identified areas of concern. Staff had several meetings with SP Plus initially that now include regularly scheduled monthly meeting to review financials and maintenance.

BACKGROUND:

SP Plus (National Garages) has been serving the City of Birmingham since April 1954. In early 2019, the City put out an RFP for parking services and received four bids. At the July 8, 2019 City Commission meeting, the Commission selected SP Plus Corporation to continue the City's Parking Management Services.

During the fall of 2020, the Police Department took over operations of the parking structures and oversight of SP Plus Corporation. Upon reviewing the contract, staff identified concerns and asked the City Attorney to review the contract.

LEGAL REVIEW:

The City Attorney reviewed the contract and determined it to be fraught with paragraphs and provisions whereby it would appear as though the employees of SP Plus were acting more as and assuming responsibilities as though they were Birmingham employees. Therefore, it became necessary to rewrite and rework this contract so as to make it very clear that the employees of SP Plus are not under the domain and umbrella of the City of Birmingham, and, thereby not assuming any responsibilities and liabilities for SP Plus employees. It is the City Attorney's opinion that the new contract protects the City in the best possible way, allowing services for the parking system to our benefit.

FISCAL IMPACT:

There is no change in existing contract in terms of finances or length of term. The changes in the contract lessen the opportunity for liability or complaints against the City.

SUMMARY:

Upon review of the existing contract with SP Plus Corporation it was determined there were areas of concern for the City. Upon review by the City Attorney, proposed changes were made in the contract. After meetings with SP Plus and their legal team, an agreement was reached and signed

by SP Plus. The result of the amended contract is a clear distinction that SP Plus employees are in no way under the domain and umbrella of the City and that the City is not assuming any responsibilities and liabilities for SP Plus employees.

ATTACHMENTS:

1. Final redline updates from comments at Sept 13, 2021 meeting.
2. Final version for approval.
3. July 8, 2019 Memo to the Commission for Parking Management Services
4. July 8, 2019 City Commission Minutes
5. Original contract with SP Plus Corporation
6. Redline version between original contract and current contract of September 13, 2021.

SUGGESTED RESOLUTION:

Make a motion adopting the resolution to approve the amended contract with SP Plus Corporation for Parking Management Services for the five City owned parking structures. Furthermore, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

PARKING MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), is entered into this ~~13th~~ ____ day of September, 2021, by and between the City of Birmingham, a Michigan Municipal Corporation with offices at 151 Martin Street, Birmingham, MI 48009 (the "City") and SP Plus Corporation, a Delaware corporation with offices at 200 East Randolph Street, Suite 7700, Chicago, IL 60601 ("SP").

WITNESSETH:

WHEREAS, the City presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility; and,

WHEREAS, SP is an experienced operator and manager of parking facilities; and,

WHEREAS, the Parties desire to enter into a management agreement on the terms set forth below.

NOW, THEREFORE, the City and SP agree as follows:

1. Management of Parking Structures. Subject to the terms and conditions set forth in this Agreement, the City hereby agrees to retain SP to manage five parking structures at the locations described in Exhibit "A" (collectively, the "Premises"). The Premises includes all parking levels, entrance and exit ramps continuous from the street grade, and all passenger waiting areas for all five structures.
2. Term. The initial term of this Agreement shall be for a period of 1 year commencing on September ~~13~~ ____, 2021. This Agreement may be extended by mutual written agreement of the parties for one year periods within sixty (60) days of the expiration of the then-current term of this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.
3. Scope of Services. SP shall:
 - a. Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. The City reserves the right to establish hours of operation and parking rates for the Premises.
 - b. Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.
 - c. Collect parking fees from customers.

- d. Maintain any and all parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to the City.
- e. Purchase supplies necessary for the operation of the Premises.
- f. Promote parking availability at the Premises through an appropriate mix of sales channels including SP's own websites and third party marketing providers, as approved by the City from time to time.
- g. Remotely monitor the Premises from SP's off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other customer services support.
- h. Maintain a mobile parking application which provides support for: network communication and security; server hosting licensing; epfinder application support; PARCS integration maintenance support and insight analytics access. The City acknowledges that the parking application shall be considered SP's Intellectual Property (as defined in Section 14 below) and that, notwithstanding any customization of the application for the purpose of SP's management of the Premises, the City shall not assume ownership of the application at any time.
- i. Advise and cooperate with the City in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as the City shall adopt. Promptly notify the City of any matter that requires the City's attention.

4. Budget; Operating Expenses.

- a. SP shall annually prepare and deliver to the City a proposed budget, for the City's approval, reflecting the Gross Receipts and Operating Expenses that SP expects to receive and incur, respectively, during the City's forthcoming calendar year (the "Budget"). See Exhibit "B."
- b. Pursuant to the annual approved Budget, the City shall pay SP for all expenses as provided in Exhibit "B", charges and administrative costs incurred by SP in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include:
 - i. SP employees' salaries and employee expenses and taxes including approved wages, bonuses and other compensation of all employees performing services under this Agreement and SP's payment to their

- ii. employee benefits including, but not limited to, life, medical and disability insurance and retirement benefits;
- iii. Expenditures for ordinary and nonstructural repairs and maintenance to maintain the Premises;
- iv. Expenditures for equipment, supplies, utilities, insurance (with rates and pre-claim charges established by SP and set forth in the Budget for the coverages required under this Agreement), governmental fees and assessments ~~relation~~-relating to the operation of the Premises;
- v. Regulations and payment card industry standards;
- vi. Uniforms;
- vii. Supplies and cleaning supplies;
- viii. Any applicable sales, parking, use, excise, gross receipts, or other taxes or charges due to taxing authorities (collectively, "Sales Tax");
- ix. Telephone and utilities, except to the extent paid directly by the City;
- x. Bookkeeping and administrative services only attributable to servicing the City of Birmingham;
- xi. Computerized accounts receivable service and banking and credit card system services;
- xii. Postage and freight, tickets, paper and reporting forms;
- xiii. Operating expenses shall also include any expenses not listed above that are approved by the City prior to expenditure. All excess expenditures shall be requested in writing by SP. SP may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply. Upon this occurrence, written notice must be given to the City.

c. Operating Expenses shall not include:

- i. Costs of maintenance and repair required of the City hereunder; and
- ii. The City's costs associated with its ownership of the Premises, including building insurance, real estate taxes and assessments, and such costs and expenses as may be necessitated to comply with the Americans with Disabilities Act.

- d. If the City disputes any Operating Expense, the City shall give SP written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. Gross Receipts: Sales Tax: Net Profit.

- a. All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by SP. "Gross Receipts" shall mean all cash earned and collected by SP for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly or monthly basis, less all refunds, discounts and allowances made by SP to its customers.
- b. SP shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by SP.
- c. "Net Profit" shall mean the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less SP's Management Fee (defined in Section 6 below) shall be paid to SP-the City concurrently with delivery of the monthly statement required in Section 7 below.

6. Management Fee. As compensation for SP's services, the City shall pay SP a Base Fee plus an Incentive Fee as follows (collectively, the "Management Fee"):

a. The base fee is comprised of:

- i) A parking management ~~base~~-fee of \$1,937.50 per month,
- ii) a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month, ~~and~~
- ~~a. iii)-a mobile parking application fee of \$1,500 per month, prorated for any partial month (together, the "Base Fee"). On the anniversary of the Commencement Date, the Management Fee shall automatically increase by three percent (3%); and~~

b. An incentive management fee of up to \$1,947 per month (the "Incentive Fee") according to key performance indicators, as outlined in Exhibit "C", attached hereto and incorporated herein ~~and-~~

c. On the anniversary of the Commencement Date, the Management Fees shall automatically increase by three percent (3%)

~~b.~~

7. Monthly Reporting.

- a. Within fifteen (15) days after the end of each month, SP shall provide to the City a statement showing all Gross Receipts, Operating Expenses, the Management Fee and net Profit for the preceding month.

~~b.~~ SP shall keep complete and accurate reports and records (collectively, the "Records") of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting

practices. SP shall permit the City to inspect SP's records at SP's offices during reasonable business hours.

8. Reimbursement of Deficit. If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, the City agrees to pay SP the deficit within ten (10) days after receipt of SP's monthly statement required in Section 7 above.

9. SP's Insurance Coverages. SP shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with carriers acceptable to the City.

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

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

- c. Motor Vehicle Liability: SP shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. No-fault coverage having minimum required limits in accordance with state laws. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. 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. 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.
 - f. Proof of Insurance Coverage: SP shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) Certificate of insurance for the above coverages and a verification letter from SP's insurance broker will be provided to the City.
 - g. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SP shall deliver renewal certificates and/or policies to the City of Birmingham prior to the expiration date.
 - h. Maintaining Insurance: Upon failure of SP to obtain or maintain such insurance coverage for the term of the Agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
10. Indemnification. To the fullest extent permitted by law, SP agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected

therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of the acts, omissions, negligence or breach of this Agreement by SP. Such indemnification shall not include liability for damage caused by or resulting from the negligent acts or omissions of the City, its elected or appointed officials, employees, volunteers or others working on behalf of the City, or third parties at the Premises.

11. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement,

or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 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.

12. Conditions and Use of Premises.

- a. The City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises are and shall, at the City's expense, be kept in good condition and repair for use as a parking facility.
- b. The City warrants and covenants that it has obtained or will obtain all licenses and permits that are a prerequisite to SP's performance of its duties hereunder.
- c. The City represents and warrants that all revenue control equipment and systems provided by the City that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by the City or its contractors must be compliant with PCI DSS and FACTA.

13. Equipment and Improvements. SP shall, on behalf of the City and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "Equipment") described in Exhibit "D" which is attached hereto and is incorporated herein by reference. SP shall be responsible for maintenance and repair of the

Equipment {The "Equipment Costs"); provided, however, that any Equipment Costs incurred by SP shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by SP and the City shall not own the Equipment at any time.

14. Intellectual Property. SP hereby grants to the City, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use SP's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "Intellectual Property"), to the extent related to SP's administration, management and operation of the Premises. Upon termination of this

Agreement for any reason, SP shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and the City shall refrain from all further use of the Intellectual Property.

15. The City's Obligations. The City, at its expense, shall be responsible for the following:

- a. Except for the custodial duties expressly delegated to SP herein, all repair and maintenance of the premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems, paving painting, striping directional signs, fencing, parking booths, landscaping, windows and doors, plate glass, driveways, sidewalks and curbs (including curb cuts), elevators, man lifts and escalators, sealing and waterproofing, electrical or mechanical systems or equipment including traffic control devices used at or in the premises, and all structural repairs.
- b. Alterations, improvements or repairs that the City deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities.
- c. All installation, removal, replacement or modification of signage at the premises as may be required by law or desired by the City in order to adhere to the Manual on Uniform Traffic Control Devices (the "MUTCD") or similar standards.
- d. Safety and/or security personnel and equipment. The City expressly acknowledges that SP does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor does City's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. The City shall determine, at the City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the premises.

16. Licenses and Permits. SP shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction

over SP's operations at the premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by SP shall be deemed an operating expense.

17. Laws and Ordinances. SP shall not use all or any part of the premises for any use or purpose which is (i) forbidden by, or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.
18. Relationship to the Parties. This Agreement shall not be construed or considered to be a partnership, joint venture, or any other type of joint business venture. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement. SP shall not act as an agent or representative of the City, superficially or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.
19. Force Majeure. Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to SP if it suspends operations for any such cause or event for the period of suspension.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
21. Approvals. Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.
22. Waivers. No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.
23. Severability. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.
24. TERMINATION.
 - (a) Breach. Either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days.
 - (b) Termination of Disqualifying Interest. If, after the effective date of this Agreement,

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

- (c) In addition to any termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.

25. Notice of Potential Action. If SP fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

City of Birmingham
Attn: Scott Grewe
151 Martin Street
Birmingham, MI 48009
248-530-1883

SP Plus
Corporation Attn:
Legal Dept.
200 East Randolph Street, Suite 7700
Chicago, IL 60601

With copy to SP Plus Corporation, Attn: COO,
200 East Randolph Street, Suite 7700
Chicago, IL 60601

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

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

The parties hereto have caused this Agreement to be executed as of the date and year above written.

By: _____
James F. Buczek
Chief Operations Officer
Commercial Division

On this _____ day of _____, 2021, before me personally appeared James F. Buczek Chief Operations Officer, Commercial Division, of SP Plus Corporation, who acknowledged he has the authority to sign this Agreement.

CITY OF BIRMINGHAM

By: _____
Pierre Boutros
Its: Mayor

By: _____
Alexandria Bingham
Its: City Clerk

Approved:

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

Jana L. Ecker, Assistant City Manager
11 (Approved as to substance)

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

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

PARKING MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), is entered into this ____ day of September, 2021, by and between the City of Birmingham, a Michigan Municipal Corporation with offices at 151 Martin Street, Birmingham, MI 48009 (the "City") and SP Plus Corporation, a Delaware corporation with offices at 200 East Randolph Street, Suite 7700, Chicago, IL 60601 ("SP").

WITNESSETH:

WHEREAS, the City presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility; and,

WHEREAS, SP is an experienced operator and manager of parking facilities; and,

WHEREAS, the Parties desire to enter into a management agreement on the terms set forth below.

NOW, THEREFORE, the City and SP agree as follows:

1. Management of Parking Structures. Subject to the terms and conditions set forth in this Agreement, the City hereby agrees to retain SP to manage five parking structures at the locations described in Exhibit "A" (collectively, the "Premises"). The Premises includes all parking levels, entrance and exit ramps continuous from the street grade, and all passenger waiting areas for all five structures.
2. Term. The initial term of this Agreement shall be for a period of 1 year commencing on September ____, 2021. This Agreement may be extended by mutual written agreement of the parties for one year periods within sixty (60) days of the expiration of the then-current term of this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.
3. Scope of Services. SP shall:
 - a. Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. The City reserves the right to establish hours of operation and parking rates for the Premises.
 - b. Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.
 - c. Collect parking fees from customers.

- d. Maintain any and all parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to the City.
- e. Purchase supplies necessary for the operation of the Premises.
- f. Promote parking availability at the Premises through an appropriate mix of sales channels including SP's own websites and third party marketing providers, as approved by the City from time to time.
- g. Remotely monitor the Premises from SP's off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other customer services support.
- h. Maintain a mobile parking application which provides support for: network communication and security; server hosting licensing; epfinder application support; PARCS integration maintenance support and insight analytics access. The City acknowledges that the parking application shall be considered SP's Intellectual Property (as defined in Section 14 below) and that, notwithstanding any customization of the application for the purpose of SP's management of the Premises, the City shall not assume ownership of the application at any time.
- i. Advise and cooperate with the City in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as the City shall adopt. Promptly notify the City of any matter that requires the City's attention.

4. Budget; Operating Expenses.

- a. SP shall annually prepare and deliver to the City a proposed budget, for the City's approval, reflecting the Gross Receipts and Operating Expenses that SP expects to receive and incur, respectively, during the City's forthcoming calendar year (the "Budget"). See Exhibit "B."
- b. Pursuant to the annual approved Budget, the City shall pay SP for all expenses as provided in Exhibit "B", charges and administrative costs incurred by SP in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include:
 - i. SP employees' salaries and employee expenses and taxes including approved wages, bonuses and other compensation of all employees performing services under this Agreement and SP's payment to their

- ii. employee benefits including, but not limited to, life, medical and disability insurance and retirement benefits;
- iii. Expenditures for ordinary and nonstructural repairs and maintenance to maintain the Premises;
- iv. Expenditures for equipment, supplies, utilities, insurance (with rates and pre-claim charges established by SP and set forth in the Budget for the coverages required under this Agreement), governmental fees and assessments relating to the operation of the Premises;
- v. Regulations and payment card industry standards;
- vi. Uniforms;
- vii. Supplies and cleaning supplies;
- viii. Any applicable sales, parking, use, excise, gross receipts, or other taxes or charges due to taxing authorities (collectively, "Sales Tax");
- ix. Telephone and utilities, except to the extent paid directly by the City;
- x. Bookkeeping and administrative services only attributable to servicing the City of Birmingham;
- xi. Computerized accounts receivable service and banking and credit card system services;
- xii. Postage and freight, tickets, paper and reporting forms;
- xiii. Operating expenses shall also include any expenses not listed above that are approved by the City prior to expenditure. All excess expenditures shall be requested in writing by SP. SP may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply. Upon this occurrence, written notice must be given to the City.

c. Operating Expenses shall not include:

- i. Costs of maintenance and repair required of the City hereunder; and
- ii. The City's costs associated with its ownership of the Premises, including building insurance, real estate taxes and assessments, and such costs and expenses as may be necessitated to comply with the Americans with Disabilities Act.

- d. If the City disputes any Operating Expense, the City shall give SP written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. Gross Receipts: Sales Tax: Net Profit.

- a. All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by SP. "Gross Receipts" shall mean all cash earned and collected by SP for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly or monthly basis, less all refunds, discounts and allowances made by SP to its customers.
- b. SP shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by SP.
- c. "Net Profit" shall mean the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less SP's Management Fee (defined in Section 6 below) shall be paid to the City concurrently with delivery of the monthly statement required in Section 7 below.

6. Management Fee. As compensation for SP's services, the City shall pay SP a Base Fee plus an Incentive Fee as follows (collectively, the "Management Fee"):

- a. The base fee is comprised of:
 - i) a parking management fee of \$1,937.50 per month;
 - ii) a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month;
 - iii) a mobile parking application fee of \$1,500 per month, prorated for any partial month
- b. An incentive management fee of up to \$1,947 per month (the "Incentive Fee") according to key performance indicators, as outlined in Exhibit "C", attached hereto and incorporated herein and
- c. On the anniversary of the Commencement Date, the Management Fee shall automatically increase by three percent (3%)

7. Monthly Reporting.

- a. Within fifteen (15) days after the end of each month, SP shall provide to the City a statement showing all Gross Receipts, Operating Expenses, the Management Fee and net Profit for the preceding month.

SP shall keep complete and accurate reports and records (collectively, the "Records") of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting practices. SP shall permit the City to inspect SP's records at SP's offices during reasonable business hours.

8. Reimbursement of Deficit. If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, the City agrees to pay SP the deficit within ten (10) days after receipt of SP's monthly statement required in Section 7 above.

9. SP's Insurance Coverages. SP shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with carriers acceptable to the City.

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

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

- c. Motor Vehicle Liability: SP shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. No-fault coverage having minimum required limits in accordance with state laws. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. 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. 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.
 - f. Proof of Insurance Coverage: SP shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) Certificate of insurance for the above coverages and a verification letter from SP's insurance broker will be provided to the City.
 - g. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SP shall deliver renewal certificates and/or policies to the City of Birmingham prior to the expiration date.
 - h. Maintaining Insurance: Upon failure of SP to obtain or maintain such insurance coverage for the term of the Agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
10. Indemnification. To the fullest extent permitted by law, SP agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working

on behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of the acts, omissions, negligence or breach of this Agreement by SP. Such indemnification shall not include liability for damage caused by or resulting from the negligent acts or omissions of the City, its elected or appointed officials, employees, volunteers or others working on behalf of the City, or third parties at the Premises.

11. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 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.

12. Conditions and Use of Premises.

- a. The City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises are and shall, at the City's expense, be kept in good condition and repair for use as a parking facility.
- b. The City warrants and covenants that it has obtained or will obtain all licenses and permits that are a prerequisite to SP's performance of its duties hereunder.
- c. The City represents and warrants that all revenue control equipment and systems provided by the City that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by the City or its contractors must be compliant with PCI DSS and FACTA.

13. Equipment and Improvements. SP shall, on behalf of the City and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "Equipment") described in Exhibit "D" which is attached hereto and is incorporated herein by reference. SP shall be responsible for maintenance and repair of the Equipment {The "Equipment Costs"}; provided, however, that any Equipment Costs incurred by SP shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by SP and the City shall not own the Equipment at any time.

14. Intellectual Property. SP hereby grants to the City, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use SP's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "Intellectual Property"), to the extent related to SP's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, SP shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and the City shall refrain from all further use of the Intellectual Property.
15. The City's Obligations. The City, at its expense, shall be responsible for the following:
- a. Except for the custodial duties expressly delegated to SP herein, all repair and maintenance of the premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems, paving painting, striping directional signs, fencing, parking booths, landscaping, windows and doors, plate glass, driveways, sidewalks and curbs (including curb cuts), elevators, man lifts and escalators, sealing and waterproofing, electrical or mechanical systems or equipment including traffic control devices used at or in the premises, and all structural repairs.
 - b. Alterations, improvements or repairs that the City deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities.
 - c. All installation, removal, replacement or modification of signage at the premises as may be required by law or desired by the City in order to adhere to the Manual on Uniform Traffic Control Devices (the "MUTCD") or similar standards.
 - d. Safety and/or security personnel and equipment. The City expressly acknowledges that SP does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor does City's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. The City shall determine, at the City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the premises.
16. Licenses and Permits. SP shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over SP's operations at the premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by SP shall be deemed an operating expense.
17. Laws and Ordinances. SP shall not use all or any part of the premises for any use or purpose which is (i) forbidden by, or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.

18. Relationship to the Parties. This Agreement shall not be construed or considered to be a partnership, joint venture, or any other type of joint business venture. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement. SP shall not act as an agent or representative of the City, superficially or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.
19. Force Majeure. Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to SP if it suspends operations for any such cause or event for the period of suspension.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
21. Approvals. Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.
22. Waivers. No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.
23. Severability. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.
24. TERMINATION.
- (a) Breach. Either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days.
 - (b) Termination of Disqualifying Interest. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of SP, the City shall have the right to terminate this Agreement without further liability to SP if the disqualification has not been removed within thirty (30) days after the City has given SP notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

- (c) In addition to any termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.

25. Notice of Potential Action. If SP fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
26. Notices. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

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With copy to SP Plus Corporation, Attn: COO,
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28. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

The parties hereto have caused this Agreement to be executed as of the date and year above written.

SP PLUS CORPORATION

By: _____
James F. Buczek
Chief Operations Officer
Commercial Division

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2021, before me personally appeared James F. Buczek Chief Operations Officer, Commercial Division, of SP Plus Corporation, who acknowledged he has the authority to sign this Agreement.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
 Pierre Boutros
 Its: Mayor

By: _____
Alexandria Bingham
Its: City Clerk

Approved:

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

Jana L. Ecker, Assistant City Manager
(Approved as to substance)

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

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

Exhibit "A"

Location Listing
City of Birmingham, Michigan
Parking Structures

1. Pierce Street Parking Structure – 333 Pierce Street, Birmingham, MI 48067
2. Park Street Parking Structure – 333 Park Street, Birmingham, MI 48067
3. North Old Woodward Parking Structure – 333 North Old Woodward, Birmingham, MI 48067
4. Chester Street Parking Structure – 180 Chester Street, Birmingham, MI 48067
5. Peabody Street Parking Structure – 222 Peabody Street, Birmingham, MI 48067

City of Birmingham
2021-2022 Budget

Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Total twelve month period
Monthly	\$ 222,880	\$ 222,880	\$ 222,880	\$ 222,880	\$ 222,880	\$ 222,880	\$ 222,880	\$ 222,880	\$ 222,880	\$ 222,880	\$ 222,880	\$ 222,880	\$ 2,674,560
Transient	\$ 100,000	\$ 118,000	\$ 118,000	\$ 168,000	\$ 168,000	\$ 168,000	\$ 168,000	\$ 168,000	\$ 168,000	\$ 168,000	\$ 168,000	\$ 168,000	\$ 1,848,000
Card Fees	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
Lot 6 (Hangtags)	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 312,000
Total Revenue	\$ 349,130	\$ 367,130	\$ 367,130	\$ 417,130	\$ 417,130	\$ 417,130	\$ 417,130	\$ 417,130	\$ 417,130	\$ 417,130	\$ 417,130	\$ 417,130	\$ 4,837,560
Payroll Expenses													
Salaries and Wages	\$ 47,000	\$ 47,000	\$ 47,000	\$ 47,000	\$ 47,000	\$ 47,000	\$ 48,410	\$ 48,410	\$ 48,410	\$ 48,410	\$ 48,410	\$ 48,410	\$ 572,460
Payroll taxes	\$ 5,640	\$ 5,640	\$ 5,640	\$ 5,640	\$ 5,640	\$ 5,640	\$ 5,809	\$ 5,809	\$ 5,809	\$ 5,809	\$ 5,809	\$ 5,809	\$ 68,695
Workmens Comp Insurance	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,115	\$ 2,178	\$ 2,178	\$ 2,178	\$ 2,178	\$ 2,178	\$ 2,178	\$ 25,761
Group Insurance	\$ 13,023	\$ 13,023	\$ 13,023	\$ 13,023	\$ 13,023	\$ 13,023	\$ 13,414	\$ 13,414	\$ 13,414	\$ 13,414	\$ 13,414	\$ 13,414	\$ 159,620
Total payroll & benefits	\$ 67,778	\$ 67,778	\$ 67,778	\$ 67,778	\$ 67,778	\$ 67,778	\$ 69,811	\$ 69,811	\$ 69,811	\$ 69,811	\$ 69,811	\$ 69,811	\$ 825,536
Operational Expenses													
Insurance	\$ 11,286	\$ 11,286	\$ 11,286	\$ 11,286	\$ 11,286	\$ 11,286	\$ 12,189	\$ 12,189	\$ 12,189	\$ 12,189	\$ 12,189	\$ 12,189	\$ 140,849
Uniforms	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600
Utilities	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,054	\$ 1,054	\$ 1,054	\$ 1,054	\$ 1,054	\$ 1,054	\$ 12,460
Maintenance	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 56,400
Parking Tags/Tickets	\$ 287	\$ 287	\$ 287	\$ 287	\$ 287	\$ 287	\$ 296	\$ 296	\$ 296	\$ 296	\$ 296	\$ 296	\$ 3,496
Professional Services/Accounting	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 4,600	\$ 55,200
Office Supplies	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 6,760
Operating Cost-Vehicles	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 8,400
Pass Cards	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 20,000
Credit Card Fees	\$ 12,000	\$ 13,000	\$ 13,000	\$ 14,000	\$ 13,500	\$ 14,500	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 13,500	\$ 13,500	\$ 160,000
Bank Service Fees	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 1,104
Remote Management Services	\$ 7,265	\$ 7,265	\$ 7,265	\$ 7,265	\$ 7,265	\$ 7,265	\$ 7,265	\$ 7,265	\$ 7,265	\$ 7,265	\$ 7,265	\$ 7,265	\$ 87,180
Miscellaneous Expense	\$ 273	\$ 273	\$ 273	\$ 273	\$ 273	\$ 273	\$ 281	\$ 281	\$ 281	\$ 281	\$ 281	\$ 281	\$ 3,325
Incentive Management Fee	\$ -	\$ -	\$ 5,231	\$ -	\$ -	\$ 5,231	\$ -	\$ -	\$ 5,231	\$ -	\$ -	\$ 5,231	\$ 20,925
Fixed Management Fee	\$ 2,055	\$ 2,055	\$ 2,055	\$ 2,055	\$ 2,055	\$ 2,055	\$ 2,055	\$ 2,055	\$ 2,055	\$ 2,055	\$ 2,055	\$ 2,055	\$ 24,666
Total Operational expense	\$ 35,517	\$ 36,517	\$ 41,748	\$ 37,517	\$ 37,017	\$ 43,248	\$ 36,081	\$ 36,581	\$ 42,313	\$ 37,581	\$ 37,081	\$ 42,313	\$ 604,365
Total expense	\$ 103,295	\$ 104,295	\$ 109,526	\$ 105,295	\$ 104,795	\$ 111,026	\$ 105,893	\$ 106,393	\$ 112,124	\$ 107,393	\$ 106,893	\$ 112,124	\$ 1,429,901
Profit / (Loss)	\$ 245,835	\$ 262,835	\$ 267,604	\$ 311,835	\$ 312,335	\$ 306,104	\$ 311,237	\$ 310,737	\$ 305,006	\$ 309,737	\$ 310,237	\$ 305,006	\$ 3,407,659

Exhibit "C"

City of Birmingham, Michigan
Off-Street Parking System
Key Performance Indicators



Key Performance Indicators	Weight	Goal	Possible QTR Earnings	Possible YR Earnings	Q1 Result %	Q2 Result %	Q3 Result %	Q4 Result %	Comments
Facility Operations									
Cleanliness	30%	92%	\$ 1,743.75	\$ 6,975.00					Quarterly facility report delivered to City, goal of 92% or better.
Equipment Downtime	15%	< 8 hours	\$ 871.88	\$ 3,487.50					Access control equipment problems identified and plan of action in place within 8 hours
Technology/Operations	10%	On-going	\$ 881.25	\$ 3,525.00					Continuously work on process improvements and technology upgrades.
Potential Totals	55%		\$ 3,196.88	\$ 12,787.50					
Patron Relations/Satisfaction									
Customer Service/Safety Training	10%	On-going	\$ 881.25	\$ 3,525.00					All staff to complete quarterly and annual training
Intercom Response Time (RMA)	15%	95%	\$ 871.88	\$ 3,487.50					95% of Intercom calls to be answered in less than 3 minutes. Quarterly Audit to be performed by independent auditor - to be based on SP+ internal audit process
Quarterly Independent Audit	5%	Quarterly	\$ 290.63	\$ 1,162.50					
Potential Totals	30%		\$ 1,743.75	\$ 6,975.00					
Fiduciary Performance									
Budget / AR	5%	Monthly by 15th	\$ 290.63	\$ 1,162.50					Budget variance less than 5% for controllable line items. Controllables to be identified. % of AR over 60 days less than 5% of current billing. Report to be ran the first day of the billing cycle.
Card Audits	5%	Monthly by 15th	\$ 290.63	\$ 1,162.50					Provide Card Audit results monthly
Monthly Reporting	5%	Monthly by 15th	\$ 290.63	\$ 1,162.50					Provide accurate and timely monthly financial report
Potential Totals	15%		\$ 871.88	\$ 3,487.50					
Grand Totals									
Weight	100%		\$ 5,812.60	\$ 23,260.00					

KPI - Facility Operations - Maintenance Checklist (5) (2)

All Locations Combined

Cleanliness	Freq.*	Weight 50 points	Condition		Combined Score	Average Score
			Good	Poor		
Sweeping - common areas & curbs	D	5 points	Good = 5	Poor = 0		0
Trash cans	D	5 points	Good = 5	Poor = 0		0
Elevator - floors, walls, glass & frames	D	5 points	Good = 5	Poor = 0		0
Stairs - floors, windows & frames	W	5 points	Good = 5	Poor = 0		0
Lobby, Office - floors & windows	D	5 points	Good = 5	Poor = 0		0
Wash parking floors	Y	5 points	Good = 5	Poor = 0		0
Parking control equipment	D	5 points	Good = 5	Poor = 0		0
Gruffe Removal	D	5 points	Good = 5	Poor = 0		0
Store rooms/bathrooms - floors, fixtures & walls	D	5 points	Good = 5	Poor = 0		0
Garage office - floors, windows	M	5 points	Good = 5	Poor = 0		0

Totals: 0 0

Signs (Graphics)	Freq.*	Weight 25 points	Condition		Combined Score	Average Score
			Good	Poor		
In Place	D	5 points	Good = 5	Poor = 0		0
Clean	D	5 points	Good = 5	Poor = 0		0
Visible	D	5 points	Good = 5	Poor = 0		0
Legible	D	5 points	Good = 5	Poor = 0		0
Illuminated	D	5 points	Good = 5	Poor = 0		0

Totals: 0 0

Painting	Freq.*	Weight 10 points	Condition		Combined Score	Average Score
			Good	Poor		
Doors & door frames	Y	2 points	Good = 2	Poor = 0		0
Handrails & Guardrails	Y	2 points	Good = 2	Poor = 0		0
Pipe guards, exposed pipes	Y	2 points	Good = 2	Poor = 0		0
Walls	Y	2 points	Good = 2	Poor = 0		0
Curbs	Y	2 points	Good = 2	Poor = 0		0

Totals: 0 0

Parking Equipment	Freq.*	Weight 10 points	Condition		Combined Score	Average Score
			Good	Poor		
Check for proper operation	D	5 Points	Good = 5	Poor = 0		0
Gate Arms and Paddling	D	5 Points	Good = 5	Poor = 0		0

Totals: 0 0

Electrical System	Freq.*	Weight 5 points	Condition		Combined Score	Average Score
			Good	Poor		
Check light fixtures (clean & bright)	D	3 Points	Good = 3	Poor = 0		0
Exit lights (clean & bright)	D	1 Points	Good = 1	Poor = 0		0
Emergency lights	M	1 Points	Good = 1	Poor = 0		0

Totals: 0 0

AVERAGE TOTAL SCORE: 0

D - Daily Task
W-Weekly Task
M-Monthly
Y-Yearly

Exhibit "D"

(Description of the Equipment)

1. Hot water power washer
2. Trailer
3. Full size pickup truck



MEMORANDUM

Office of the City Manager

DATE: July 8, 2019

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Parking Management Services Operator Contract Renewal

Introduction:

On April 3, 2019, the APC recommended that the City authorize a renewed agreement with SP Plus to support the Management and Operations of the public parking structures in downtown.

Four bids were submitted to the City for consideration. The following table illustrates the bidders and their respective rates per year to operate the structures:

Parking Management Firm	Cost Per Year/ Lump Sum*	Cost Per Month
Laz Parking	\$42,000	\$3,500
Premier Parking	\$66,000	\$5,500
Six Brothers Construction	\$5,000,000*	N/A
SP Plus Parking	\$46,500	\$3,875

The proposal from SP Plus included capital contributions to the parking operations that included the purchase of a dedicated power washer with the necessary trailer and pick-up truck totaling \$66,000. In addition, SP Plus sought to partner with the City to reduce queueing at the ingress and egress points of the garages by sponsoring the first year of an operating lease to introduce Parkonect readers at each of the Skidata kiosks that would total \$120,298. Parkonect allows us to integrate park mobile into the garages and gives customers another form of payment to get in and out of the structures

The rate structure, as proposed by SP Plus is an incentive based approach that involves the development of key performance indicators. The base management fee would be \$23,250. However, in order for SP Plus to achieve a total fee of \$46,500, they would have to meet all of the key performance indicators (KPIs) established at the onset of the contract as a condition of the negotiation. Exhibit B includes the agreed upon KPIs and how they will be measured.

The proposal offered a more user friendly approach to garage management with the introduction of the amenity bays, where a section of the garage could be identified to house amenities, such as an air pump for low tires, jumper cables, vacuum, and a squeegee for dirty windows.

Laz and Premier Parking submitted proposals that met the requirements of the RFP. Premier's annual management fee was significantly higher. Laz Parking offered a management fee that was slightly less than SP Plus overall, but it was not incentive based.

Six Brothers Construction submitted a lump sum bid of \$5 million dollars through MITN, but did not attach any bid documents, time frame, or rationale for the lump sum figure. Staff did not follow up with the bidder, due to the fact that even with a five-year total contract, the cost per year would have totaled \$1 million.

At the June 3 meeting, the APC discussed the opportunity to include additional services as stated as an option, in the RFP. It was agreed by the APC that the costs to develop and manage a real time mobile parking app belongs under the purview of parking management operations team. SP Plus offers this technology to other cities in North America. The cost associated with developing a customized app are roughly 65% less than working with an outside company without the same level of experience with parking and without an existing basis from which to build. The one-time cost for mobilization and customization is \$12,000. The monthly subscription fee is \$1,500. The Ski data access fees were paid when the City initiated the data analytics program and will not be necessary to support system set up.

The mobile app will provide real time parking availability for both on-street and off-street parking spaces and is being built to support the needs of a potential parking mitigation plan if the Birmingham N.O.W. project is approved for construction. The system app can be developed and operable in 12 weeks (October 2019).

Background:

At the February 6, 2019 meeting, the Advisory Parking Committee approved a Request for Proposals (RFP) to initiate a competitive bid process for a Parking Management Services Operator. It was envisioned that the successful bidder would have responsibility for the management and operations of our City owned off-street parking facilities for a minimum of three years with options to renew for future years. The RFP was released on Friday, February 8, 2019. The deadline for receipt of bids was set for March 8, 2019. Staff committed that the recommendation for the proposal that brings the best value to the City will be presented to the committee at the April 2019 meeting for consideration.

The contract for parking management services has not been updated since 1991. The purpose of the solicitation was to address many items that weren't included in the original scope and ensure that the cost for these services remains competitive. Key items included in the scope that weren't outlined in the current contract include greater clarity in the following areas:

- Expectations of Management Staff to ensure key management personnel is dedicated to the City of Birmingham during business hours;
- Revenue Control and Program Management specifications to increase internal control protocols, which involves technological advances that didn't exist when the original contract was drafted;
- Specifications for cleaning and maintenance of the facility and equipment to support off-street parking are articulated clearly with a sample checklist provided for daily, quarterly, and annual activities; and

- Customer service and appearance guidelines for all employees are set forth in the RFP.

The responses to the RFP have achieved the objectives sought by the Committee. Once the parking management services contract is finalized, the committee can begin moving forward with the recommendations as provided in the Parking Strategies Report completed in Fall 2018.

Legal Review:

The City attorney worked with counsel at SP Plus to finalize the contract terms, which concluded at the end of June satisfactorily.

Fiscal Impact:

The Automobile Parking System would sustain a monthly management fee not to exceed \$3,875 and the APS would have a one-time fee for the mobilization costs of \$12,000 and monthly subscription fee of \$1,500 per month. The monthly management fee is the same fee that is currently being paid for SP Plus services. The costs for application development and launch were included in the budget for the current fiscal year for a total of \$40,000. The City will expend \$28,000 less than anticipated for the mobile app development. The total annual impact to the APS would be \$76,500 to ensure consistent operations as well as development of and maintenance of a customized integrated mobile parking app for the City.

Summary:

SP Plus (National Garages) has been serving the City of Birmingham since April 1954 before there were elevated parking decks in the parking system and only surface lots. They have successfully worked through major transition with the City for over 60 years. The APC commended their willingness to respond to several ad hoc requests for parking studies and other services that fell outside of their scope over the years and made positive remarks prior to offering their recommendation.

The City Commission is being asked to consider authorization to renew the renegotiated contract terms with SP Plus and approve them to proceed with the development of the mobile parking application.

Attachments:

Contract for Parking Management Services
SP Plus Proposal to City of Birmingham
RFP for Parking Management Services
April 3 Meeting Summary

Suggested Resolution:

To authorize an agreement with SP Plus to support the Parking Management Operations for the five City owned parking decks and off-street surface lots for a total monthly management fee not to exceed \$3,875 to be paid from the Automobile Parking System fund with costs distributed equally between garages as general administration and the costs for mobile application development and maintenance for a one- year monthly subscription of \$1,500 in an amount not to exceed \$18,000 through fund 585-538.001-981.0100, and direct the Mayor and Clerk to sign the agreement on behalf of the City.

BIRMINGHAM CITY COMMISSION MINUTES

JULY 8, 2019

MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

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

Absent: None

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, City Attorney Ballard, Police Chief Clemence, Planning Director Ecker, DPS Manager Filipski, City Clerk Mynsberge, Fire Chief Wells, DPS Director Wood

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

07-171-19 ANNOUNCEMENTS

- City Engineer O'Meara shared with the City Commission and City Administration awards and recognition received for the North Old Woodward Avenue Project.
 - Michigan Concrete Paving Association Award of Excellence
 - American Council of Engineering Companies of Michigan Merit Award
 - American Public Works Association Quality of Life Award – State Chapter
 - American Public Works Association Quality of Life Award – Local Chapter
- A reminder that the Citywide Master Plan Drop-In Clinic will be open on Tuesday, July 9 and Wednesday, July 10, from 9 a.m.-7:30 p.m. It is being held at 255 S. Old Woodward in downtown Birmingham. Everyone is invited to stop by and learn more about the process as well as lend your voice to planning the City's next 20 years.
- 2019 In The Park Summer Concert Series in Shain Park continues on Wednesday, July 10th, Noon - 2:00 p.m. with Siloam Pool playing Soul and Smooth Jazz, followed at 7:00 p.m. with Steve Acho playing Pop and Rock. In addition, on Wednesday, July 17, Audrey Ray Country Music at 7 p.m. Again, all in Shain Park.
- An information session on the Birmingham N.O.W. (North Old Woodward) Project is planned for July 16, 2019 at 6:30 p.m. at the Birmingham-Bloomfield Art Center (BBAC) located at 1516 S. Cranbrook Road in Birmingham. All are invited to attend.

07-172-19 APPOINTMENT TO THE MUSEUM BOARD

Current member Judith Keefer was up for reappointment but did not attend the meeting.

Commissioner Hoff expressed concern about Ms. Keefer's attendance record and was hoping to speak with her about it. Since she was not in attendance tonight, Commissioner Hoff requested that the commission postpone the appointment.

07-173-19 APPOINTMENTS TO THE GREENWOOD CEMETERY ADVISORY BOARD

The Commission interviewed current members Margaret Suter and Linda Buchanan.

MOTION: Motion by Mayor Pro Tem Boutros:

To appoint Margaret Suter as a regular member to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2022.

VOTE: Yeas, 7
 Nays, 0

MOTION: Motion by Commissioner Harris:

To appoint Linda Buchanan as a regular member to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2022.

VOTE: Yeas, 7
 Nays, 0

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

IV. CONSENT AGENDA

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

07-174-19 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

Commissioner Hoff:	Item J, Cost Sharing Agreement for Local Road Improvement Matching Fund Program
	Item M, Agreement with SP Plus
Mayor Bordman:	Item B, Special Commission Meeting Minutes, June 20, 2019

Recusals:

Mayor Pro Tem Boutros	Items A and B, due to absences
Commissioner DeWeese	Item B, due to absence
Commissioner Harris	Item C, due to absence

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:
To approve the Consent Agenda, excluding Items B, J, and M, and noting the recusals.

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

- A. Resolution approved the Joint City Commission/Planning Board meeting minutes of June 17, 2019.
- C. Resolution approving the Regular City Commission meeting minutes of June 24, 2019.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated June 26, 2019 in the amount of \$671,522.58.
- E. Resolution approving the warrant list, including Automated Clearing House payments, dated July 3, 2019 in the amount of \$1,016,760.20.
- F. Resolution approving the appointment of election inspectors, absent voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the August 6, 2019 Special Election pursuant to MCL 168.674(1), setting 10:00 a.m. as the start time for the absent voter counting board, and granting the City Clerk authority to make emergency appointments of qualified candidates should circumstances warrant to maintain adequate staffing in the various precincts, counting boards and receiving boards.
- G. Resolution approving the purchase of a Lucas III Chest Compression System from Stryker out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,221.77.
- H. Resolution approving the purchase of a Stryker Power-PRO XT stretcher out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,748.37.
- I. Resolution approving the purchase of a 26-foot, enclosed, triple-axle trailer out of account number 101-336.000- 971.0100 from the fiscal year 2019-2020 budget, for \$9,375.00 from Howland's Trailer & Truck Accessories. Pertaining to the Local Road Improvement Matching Fund Pilot Program.
- K. Resolution setting a public hearing date of August 5, 2019 to consider amendments to Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height, Overlay, and Rooftop.
- L. Resolution authorizing the expenditure of \$10,781.85 to re-stripe the Park Street, Peabody, Pierce, and Chester Street garages using Accurate Parking Lot Services to complete the work to be paid by the Automobile Parking System.

07-175-19 Oakland County Pilot Local Road Improvement Program (ITEM J)

Commissioner Hoff questioned if the City is receiving a 50% matching grant for this project, and since the cost is \$728,000.00 why is the City only getting only \$125,291.00. She further went on to say that she knows what improvements are happening on Bowers, but wants to know what is being done on Elm.

City Engineer O'Meara explained the project was sized based on what the City feels was needed for that street and the County offered \$125,291.00. The City may spend more than what was matched by the county, and it will. The project scope is for water main replacement and asphalt resurfacing on Elm, one block south of Bowers to Woodward.

MOTION: Motion by Commissioner Hoff, and seconded by Commissioner Sherman:
To authorize the Mayor to sign the cost sharing agreement with Oakland County

VOTE: Yeas, 7
 Nays, 0

07-176-19 Parking Management Services Operator Contract Renewal (ITEM M)

Commissioner Hoff found all the different figures proposed confusing and wanted clarity on what is up for approval. With the total bid at \$1,681,430.00, why are we being asked to approve \$46,500.00 tonight?

Assistant City Manager Gunter explained that \$1,681,430.00 is the operating cost and was approved through the budgeting process. Tonight, the commission is being asked to approve the management fees to oversee staff, permitting, etc.

Commissioner Hoff asked when \$1.6 million was allocated in the budget, does that include management fees. Assistant City Manager Gunter replied no, and explained that management fees are separate from operating costs and the City pays management fees every year.

Commissioner Hoff asked about the purchase of a dedicated power washer with the necessary trailer and pickup truck totaling \$66,000. Assistant City Manager Gunter expressed that SP Plus, as a unique characteristic of their bid, offered to buy equipment for the garage to make them more efficient in their delivery model. They are making that purchase on behalf of the City. It is not an additional cost for the City.

Commissioner Hoff asked about the new parking garage card readers referred to as ParkConnect.

Assistant City Manager Gunter replied that the ParkConnect is a reader that can be paired with the SKIdata machine. It allows online subscribers to wave their phone at the reader and their accounts would be charged appropriately reducing queuing time. SP Plus is offering to purchase the system and pay the subscription fee for a year.

Mayor Bordman is excited to hear about the additions that SP Plus is offering, however she is a little confused about SP Plus offering to pay for the 1st year subscription of ParkConnect; but the suggested resolution is agreeing to a one-year monthly subscription. Assistant City Manager Gunter explained that ParkConnect is separate from this proposal. What is included in the

resolution is the cost for a customized mobile parking application that is being put together and the one-year subscription fee payable when the application is available to users.

MOTION: Motion by Commissioner Hoff, and seconded by Commissioner DeWeese:
To authorize an agreement with SP Plus to support the Parking Management Operations for the five City owned parking decks and off-street surface lots for a total monthly management fee not to exceed \$3,875 to be paid from the Automobile Parking System fund with costs distributed equally between garages as general administration and the costs for mobile application development and maintenance for a one- year monthly subscription of \$1,500, beginning upon execution, in an amount not to exceed \$18,000 through fund 585-538.001-981.0100, and directing the Mayor and Clerk to sign the agreement on behalf of the City.

VOTE: Yeas, 7
Nays, 0

07-177-19 APPROVAL OF JUNE 20, 2019 SPECIAL CITY COMMISSION WORKSHOP MINUTES (ITEM B)

Mayor Bordman corrected, page 9, 2nd full paragraph, general liability from \$300,000.00, to \$3,000,000.00.

MOTION: Motion by Commissioner Sherman, and seconded by Commissioner Nickita:
To approve the minutes of June 20, 2019 Special City Commission Workshop as corrected.

VOTE: Yeas, 7
Nays, 0

V. UNFINISHED BUSINESS

None

VI. NEW BUSINESS

07-178-19 PUBLIC HEARING OF NECESSITY FOR 2019 CAPE SEAL PROGRAM

Mayor Bordman opened the public hearing at 8:00 p.m.

Department of Public Services Manager Filipski presented the item with an explanation as to why Lakeview, which was included in the first round of notifications, was not included in this suggested resolution. Subsequent to the notifications, residents on Lakeview were successful in obtaining the required signatures for an upgrade petition for fully improved roads.

Commissioner DeWeese asked when would the improvements to Lakeview from Oak to Harmon come before the Commission. Manager Filipski indicated it is a more intense process than the Cape Seal program and expects to have a suggested resolution within a few months. If the residents change their minds, it would have to come back before the commission to include in the Cape Seal program.

Commissioner Hoff clarified that it would be all of Lakeview. She went on to ask why Northlawn and Worth are not being done in their entirety. Mr. Filipski explained that the sections indicated are one-offs in the middle of what are otherwise improved blocks.

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____ 2019, by and between the CITY OF BIRMINGHAM, a Municipal Corporation (“**Owner**”), and SP PLUS CORPORATION, a Delaware corporation (“**Operator**”).

RECITALS:

- A. Owner presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility.
- B. Operator is an experienced operator and manager of parking facilities.
- C. The parties desire to enter into an agreement whereby Operator will manage all parking of motor vehicles at such facility on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **PREMISES.** Owner hereby grants to Operator and Operator hereby accepts the exclusive right and obligation of administering, managing and operating the parking operations at the parking facilities described in **Exhibit “A”** and located in Birmingham, MI 48009 (collectively, the “**Premises**”).

2. **TERM.** The initial term of this Agreement shall be for five (5) years commencing on July 1, 2019 (the “**Commencement Date**”) and continuing through and including June 30, 2024 (the “**Initial Term**”), unless terminated earlier as provided in this Agreement. Thereafter, this Agreement shall automatically renew from year to year until either party gives written notice of non-renewal at least thirty (30) days prior to expiration of the Initial Term or the then-current renewal term, unless terminated earlier as provided in this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time, without cause or penalty, by giving at least thirty (30) days’ prior written notice of termination.

3. **SCOPE OF SERVICES.** Operator shall:

(a) Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. Owner reserves the right to establish hours of operation and parking rates for the Premises.

(b) Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.

(c) Collect parking fees from customers and, if directed by Owner, collect fees for non-parking uses of the Premises. If Owner requests Operator to establish or honor non-prepaid validation programs with Owner’s tenants or other third parties, Operator shall not be responsible for any uncollectible receivables in connection with such programs.

(d) Routinely maintain any parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to Owner. Operator will purchase supplies necessary for the operation of the Premises.

(e) Promote parking availability at the Premises through an appropriate mix of sales channels including Operator's own websites and third party marketing providers, as approved by Owner from time to time.

(f) Remotely monitor the Premises from Operator's off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other basic customer services support (the "**Remote Management Service**").

(g) Implement, brand and customize a mobile parking application which will provide for: network communication & security; server hosting licensing; epFinder application support; PARCS integration maintenance support & insight analytics access. Owner acknowledges that any such application shall be considered Intellectual Property (as defined in Section 15 below) and that, notwithstanding any customization of the application for the purpose of Operator's management of the Premises, Owner shall not have assume any ownership of the application at any time.

(h) Advise and cooperate with Owner in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as Owner shall adopt. Promptly notify Owner of any matter that, in Operator's reasonable judgment, requires Owner's attention.

4. BUDGET; OPERATING EXPENSES.

(a) Operator shall annually prepare and deliver to Owner a proposed budget, for Owner's reasonable approval, reflecting the Gross Receipts and Operating Expenses that Operator expects to receive and incur, respectively, during Owner's forthcoming fiscal year or calendar year (as Owner designates) (the "**Budget**"), it being agreed that if Owner for any reason does not respond to any proposed Budget within thirty (30) days after Owner's receipt thereof, the proposed Budget shall be deemed approved. If at any time during the period covered by an approved Budget it appears to Operator that the actual total of all Operating Expenses likely to be incurred will exceed the Budget's projected total by more than ten percent (10%), Operator shall advise Owner and the parties shall discuss what actions, if any, may be implemented to minimize Operating Expenses without substantially impairing the operation of the Premises.

(b) Pursuant to the then-current approved Budget, Owner shall pay Operator for all expenses, charges and administrative costs incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "**Operating Expenses**"). Operating Expenses shall include, without limitation, all expenses, charges and administrative costs for: salaries and wages and associated payroll burden (including, without limitation, payroll taxes and fringe benefits); licenses and permits; first month's change funds/petty cash advanced by Operator (if applicable); compliance with governmental laws, regulations and payment card industry standards; uniforms; supplies; cleaning; maintenance and repair to be performed by Operator; any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "**Sales Tax**"); telephone; utilities (except to the extent paid directly by Owner); bookkeeping and administrative services; employee recruitment, training and ongoing employee relations; computerized accounts receivable service; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; health insurance, workers'

compensation insurance, garagekeeper's legal liability insurance (if applicable), general liability insurance and comprehensive crime insurance coverage, at rates established by Operator (but in no event to exceed the rates contained in the approved Budget); and deductibles established by Operator for insured losses attributable to the Premises (plus attorney's fees and court costs to defend Owner and/or Operator in actions brought to recover damages for such losses). Operating Expenses shall also include any expenses not listed above that are approved by Owner prior to expenditure. Operator may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply.

(c) If Operating Expenses increase due to any governmental action imposing or increasing (i) employer-provided medical insurance or other benefits, (ii) workers compensation rates, or (iii) federal, state or local minimum wage or living wage rates, then any such imposition or increase shall be automatically included as an Operating Expense and the applicable approved Budget revised accordingly.

(d) Operating Expenses shall not include (i) the costs of maintenance and repair required of Owner hereunder, or (ii) Owner's various costs associated with its ownership and/or occupancy of the Premises, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on Owner's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990. Payment of such expenses and costs are the sole obligation of Owner.

(e) If Owner disputes any Operating Expense, Owner shall give Operator written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. GROSS RECEIPTS; SALES TAX; NET PROFIT.

(a) All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by Operator. "**Gross Receipts**" shall mean all cash earned and collected by Operator for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers.

(b) Operator shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. Owner shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by Owner or its agents. In addition, each party agrees to defend, indemnify and hold harmless the other party with respect to any and all loss, costs (including attorney's fees), penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein.

(c) "**Net Profit**" is the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less Operator's Management Fee (defined in Section 6 below) shall be paid to Owner concurrently with delivery of the monthly statement required in Section 7 below.

6. MANAGEMENT FEE. As compensation for Operator's services, Owner shall pay Operator a Base Fee plus an Incentive Fee as follows (collectively, the "**Management Fee**"):

(a) A parking management base fee of \$1,937.50 per month, a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month, and a mobile parking application

fee of \$1,500.00 per month, prorated for any partial month (together, the “**Base Fee**”). Operator may deduct the Base Fee from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay the Base Fee, Section 8 below shall apply. On each anniversary of the Commencement Date, the Management Fee shall automatically increase by the greater of (a) three percent (3%), or (b) the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U); Detroit-Warren-Dearborn, MI ; All Items; Not Seasonally Adjusted; 1982-1984 = 100 reference base period for the preceding 12-month period.

PLUS

(b) An incentive management fee of up to \$1,947.50 per month (the “**Incentive Fee**”) according to key performance indicators, as outlined in **Exhibit “B”**, attached hereto and incorporated herein.

7. MONTHLY REPORTING.

(a) Within fifteen (15) days after the end of each month, Operator shall provide to Owner a statement showing all Gross Receipts, Operating Expenses, the Management Fee and Net Profit for the preceding month.

(b) Operator shall keep complete and accurate reports and records (collectively, the “**Records**”) of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting practices. Operator shall permit Owner to inspect Operator's Records at Operator's offices during reasonable business hours and at Owner's expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information.

8. REIMBURSEMENT OF DEFICIT. If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, Owner agrees to pay Operator the deficit within ten (10) days after receipt of Operator's monthly statement required in Section 7 above. If payment is not made by Owner within said ten-day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; (ii) offset the amount of the deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to Owner; and (iii) at its option, terminate this Agreement upon written notice without waiving or limiting any of its legal remedies (including the right to recover attorneys' fees and any other expenses incurred) which Operator may pursue to collect the amount owed. In addition to any other rights or remedies of Operator and notwithstanding anything in this Agreement to the contrary, if Owner is in monetary breach of this Agreement and fails to cure such monetary breach within any applicable time period specified in this Agreement, then Operator shall have the right, but not the obligation, to exercise a self-help remedy and is hereby authorized at any time and from time to time to the fullest extent permitted by law, without prior notice to Owner, and without waiving any claim for damages to which it is otherwise entitled as a result of such breach, to, among other things, unilaterally offset and recoup any past-due payments from any Gross Receipts collected or held by Operator.

9. OPERATOR'S INSURANCE COVERAGES. The Operator shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the CITY OF BIRMINGHAM.

- (a) Workers' Compensation Insurance: Operator shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (b) Commercial General Liability Insurance: Operator shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- (c) Motor Vehicle Liability: Operator shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- (d) 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) 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.
- (f) Proof of Insurance Coverage: Operator shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- (g) Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Operator shall deliver renewal certificates and/or policies to the City of Birmingham prior to the expiration date.

- (h) **Maintaining Insurance:** Upon failure of the Operator to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option and expense, purchase such coverage.

10. RELEASE AND WAIVER OF SUBROGATION. In the event all or any part of the Premises (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage resulting therefrom, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the actual insurance coverage carried by the parties or which is commonly covered under an all-risk insurance policy, in either case irrespective of applicable deductibles. All such insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

11. INDEMNIFICATION. To the fullest extent permitted by law the Operator agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless Owner, its elected and appointed officials, employees and volunteers and others working on behalf of Owner against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from Owner, its elected and appointed officials, employees, volunteers or others working on behalf of Owner, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of Operator's breach of this Agreement or caused by the negligence of Operator. Such responsibility shall not be construed as liability for damage the extent caused by or resulting from the act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of Owner.

12. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 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.

13. CONDITION AND USE OF PREMISES.

(a) Owner warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the Premises) are and shall, at Owner's expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.

(b) Owner warrants and covenants that it has obtained or will obtain all licenses and permits (including a certificate of occupancy for the Premises) that are a prerequisite to Operator's performance of its duties hereunder.

(c) Owner represents and warrants that all revenue control equipment and systems provided by Owner that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by Owner or its contractors must be compliant with PCI DSS and FACTA.

14. EQUIPMENT AND IMPROVEMENTS. Operator shall, on behalf of Owner and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "**Equipment**") described in Exhibit "C" which is attached hereto and is incorporated herein by reference. Operator shall be responsible for maintenance and repair of the Equipment (the "**Equipment R&M Costs**"); provided, however, that any Equipment R&M Costs incurred by Operator shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by Operator and, absent a written agreement between Owner and Operator, Owner shall not own the Equipment at any time.

15. INTELLECTUAL PROPERTY. Operator hereby grants to Owner, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use Operator's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "**Intellectual Property**"), to the extent related to Operator's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, Operator shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and Owner shall refrain from all further use of the Intellectual Property.

16. OWNER'S OBLIGATIONS. Owner, at its expense, shall be responsible for the following:

(a) Except for the custodial duties expressly delegated to Operator in Section 3 above, all repair and maintenance of the Premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); elevators, manlifts and escalators; sealing and waterproofing; electrical or mechanical systems or equipment including traffic control devices used at or in the Premises; and all structural repairs.

(b) Alterations, improvements or repairs that Owner deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities including, without limitation, the Americans with Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.

(c) All installation, removal, replacement or modification of signage at the Premises as may be required by law or desired by Owner in order to adhere to the Manual on Uniform Traffic Control Devices (the "**MUTCD**") or similar standards.

(d) Safety and/or security personnel and equipment. Owner expressly acknowledges that Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Operator's employees undertake the obligation to guard or protect

customers against the intentional acts of third parties. Owner shall determine, at Owner's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Premises. Owner further agrees to indemnify and to hold harmless Operator from and against any claims, demand, suits, liabilities, or judgments arising from Operator's alleged failure to warn, to guard, or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for the negligent or intentionally committed acts of or by Operator or Operator's employees.

17. LICENSES AND PERMITS. Operator shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over Operator's operations at the Premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.

18. LAWS AND ORDINANCES. Operator shall not use all or any part of the Premises for any use or purpose which is (i) forbidden by or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.

19. RELATIONSHIP OF THE PARTIES. No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent contractor. The personnel providing Operator's services under this Agreement are employees of Operator, not Owner.

20. FORCE MAJEURE. Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to Operator if it suspends operations for any such cause or event for the period of such suspension.

21. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

22. APPROVALS. Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

23. WAIVERS. No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

24. SEVERABILITY. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

25. TERMINATION. In addition to all other termination rights hereunder, either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days. In addition, either party may terminate this Agreement in the event the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, with such termination to be effective upon giving notice thereof.

26. ASSIGNMENT. Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of Owner, which consent shall not be unreasonably withheld. Operator is hereby given the right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator and/or to collaterally assign its right, title and interest herein to a financial institution as security for any present or future loans to Operator.

27. NOTICES. Any notice or communication required to be given to or served upon either party shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO OWNER: City of Birmingham
Attn: Tiffany Gunter, Assistant City Manager
151 Martin Street
Birmingham, MI 48012

TO OPERATOR: SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601

with copy to: SP Plus Corporation
Attn: Nicole Hankins, Senior Vice President
21 Custom House Street, 6th Floor
Boston, MA 02110

28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

29. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

30. NEITHER PARTY DEEMED DRAFTER. The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

31. ATTORNEY FEES. If either party should retain legal counsel and/or institute any suit against the other party to enforce or protect its rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith. The rights and obligations of this Section shall survive expiration or termination of this Agreement.

32. AUTHORITY. The individual signing this Agreement on behalf of Owner hereby represents that he or she has been empowered with full authority to act on behalf of Owner in connection with this Agreement, and that execution of this Agreement has been duly authorized by Owner. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

PARKING MANAGEMENT AGREEMENT

This ~~MANAGEMENT~~ **THIS AGREEMENT** (this ~~("Agreement")~~), is ~~made and entered into~~ as of the ~~this 13th~~ day of ~~2019~~ September, 2021, by and between the City of Birmingham ~~CITY OF BIRMINGHAM~~, a Michigan Municipal Corporation (~~"Owner"~~), with offices at 151 Martin Street, Birmingham, MI 48009 (the "City") and ~~SP PLUS CORPORATION~~ Plus Corporation, a Delaware corporation (~~"Operator"~~), with offices at 200 East Randolph Street, Suite 7700, Chicago, IL 60601 ("SP").

RECITALS:

Owner WITNESSETH:

A. ~~WHEREAS, the City~~ presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility; and,

B. ~~Operator~~ WHEREAS, SP is an experienced operator and manager of parking facilities; and,

C. ~~The parties~~ WHEREAS, the Parties desire to enter into ~~an~~ a management agreement whereby ~~Operator will manage all parking of motor vehicles at such facility on the terms set forth below.~~

NOW, THEREFORE, ~~for good and valuable consideration, the receipt~~ the City and ~~sufficiency of which are acknowledged, the parties~~ SP agree as follows:

1. ~~PREMISES. Owner hereby grants~~ Management of Parking Structures. Subject to Operator ~~the terms and Operator hereby accepts the exclusive right and obligation of administering, managing and operating conditions set forth in this Agreement,~~ the parking operations ~~City hereby agrees to retain SP to manage five parking structures at the parking facilities~~ locations described in Exhibit "A" and located in Birmingham, MI 48009 (collectively, the "Premises"). The Premises includes all parking levels, entrance and exit ramps continuous from the street grade, and all passenger waiting areas for all five structures.

2. ~~TERM 2. Term.~~ TERM 2. Term. The initial term of this Agreement shall be for ~~five (5) years~~ a

~~period of 1 year commencing on July 1, 2019 (the “Commencement Date”) and continuing through and including June 30, 2024 (the “Initial Term”), unless terminated earlier as provided in this Agreement. Thereafter, this Agreement shall automatically renew from year to year until either party gives~~
may be extended by mutual written notice of non-renewal at least thirty (30) agreement of the parties for one year periods within sixty (60) days prior to of the
~~expiration of the Initial Term or the then-current renewal term, unless terminated earlier as provided in of this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time, without cause or penalty, by giving at least thirty (30) days’ days prior written notice of termination.~~

~~3. SCOPE OF SERVICES.~~ 3. Scope of Services. SP shall:

~~(a)~~a. Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. ~~Owner~~The City reserves the right to establish hours of operation and parking rates for the Premises.

~~(b)~~b. Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.

~~(c) — Collect parking fees from customers and, if directed by Owner, collect fees for non-parking uses of the Premises. If Owner requests Operator to establish or honor non-prepaid validation programs with Owner’s tenants or other third parties, Operator shall not be responsible for any uncollectible receivables in connection with such programs.~~

c. Routinely maintain any~~Collect parking fees from customers.~~

d. Maintain any and all parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to ~~Owner~~Operator will purchase the City.

~~(d)~~e. Purchase supplies necessary for the operation of the Premises.

~~(e)~~f. Promote parking availability at the Premises through an appropriate mix of sales channels including ~~Operator’s~~SP’s own websites and third party marketing providers, as approved by ~~Owner~~the City from time to time.

~~(f)~~g. Remotely monitor the Premises from ~~Operator’s~~SP’s off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other ~~basic~~ customer services support ~~(the “Remote Management Service”).~~

~~(e)~~h. ~~Implement, brand and customize~~Maintain a mobile parking application which ~~will provide~~provides support for: network communication ~~&and~~ security; server hosting licensing; epFinder application support; PARCS integration maintenance support ~~&and~~ insight analytics access. ~~Owner~~The City acknowledges that ~~any such~~the parking application shall be considered SP's Intellectual Property (as defined in Section ~~15~~14 below) and that, notwithstanding any customization of the application for the purpose of ~~Operator's~~SP's management of the Premises, ~~Owner~~the City shall not ~~have~~assume any ownership of the application at any time.

~~(h)~~i. Advise and cooperate with ~~Owner~~the City in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as ~~Owner~~the City shall adopt. Promptly notify ~~Owner~~the City of any matter that, ~~in Operator's reasonable judgment,~~ requires ~~Owner's~~the City's attention.

~~4. —~~ BUDGET; OPERATING EXPENSES.

~~Operator~~4. Budget; Operating Expenses.

~~(a)~~ a. SP shall annually prepare and deliver to ~~Owner~~the City a proposed budget, for ~~Owner's reasonable~~the City's approval, reflecting the Gross Receipts and Operating Expenses that ~~Operator~~SP expects to receive and incur, respectively, during ~~Owner's~~the City's forthcoming ~~fiscal year or calendar year (as Owner designates)~~ (the "~~Budget~~"), it being agreed that if ~~Owner~~ for any reason does not respond to any proposed the "~~Budget~~ within thirty (30) days after ~~Owner's~~ receipt thereof, the proposed Budget shall be deemed approved. If at any time during the period covered by an approved Budget it appears to ~~Operator~~ that the actual total of all Operating Expenses likely to be incurred will exceed the Budget's projected total by more than ten percent (10%), ~~Operator~~ shall advise ~~Owner~~ and the parties shall discuss what actions, if any, may be implemented to minimize Operating Expenses without substantially impairing the operation of the Premises"). See Exhibit "B."

b. Pursuant to the ~~then-current~~annual approved Budget, ~~Owner~~the City shall pay ~~Operator~~SP for all expenses as provided in Exhibit "B", charges and administrative costs incurred by ~~Operator~~SP in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include, ~~without limitation, all expenses, charges and administrative costs for:~~

i. SP employees' salaries and wages~~employee expenses~~ and ~~associated payroll burden (taxes including, without limitation, payroll taxes approved wages, bonuses and fringe~~other compensation of all employees performing services under this Agreement and SP's payment to their

- ~~employee benefits~~; ~~licenses and permits~~; ~~first month's change funds/petty cash advanced by Operator (if applicable)~~; ~~compliance including, but not limited to, life, medical and disability insurance and retirement benefits~~;
- ii. ~~Expenditures for ordinary and nonstructural repairs and maintenance to maintain the Premises~~;
- iii. ~~Expenditures for equipment, supplies, utilities, insurance (with rates and pre-claim charges established by SP and set forth in the Budget for the coverages required under this Agreement), governmental laws, regulations, fees and assessments relation to the operation of the Premises~~;
- iv. ~~Regulations~~ and payment card industry standards; ~~uniforms; supplies~~;
- v. ~~Uniforms~~;
- vi. ~~Supplies and cleaning; maintenance and repair to be performed by Operator; any supplies~~;
- vii. ~~Any~~ applicable sales, parking, use, excise, gross receipts, or other ~~taxes~~ or ~~charges~~ due ~~to~~ the taxing authorities (collectively, "Sales Tax"); ~~telephone~~;
- viii. ~~Telephone and~~ utilities ~~except to the extent paid directly by Owner~~; ~~bookkeeping the City~~;
- ix. ~~Bookkeeping~~ and ~~administrative services~~; ~~employee recruitment, training and ongoing employee relations; computerized only attributable to servicing the City of Birmingham~~;
- x. ~~Computerized~~ accounts receivable service; ~~and~~ banking and credit card system services; ~~postage~~
- ~~(b)xi. Postage and freight~~; ~~tickets, paper and reporting forms; accounts payable and insurance claims processing; health insurance, workers'~~

~~compensation insurance, garagekeeper's legal liability insurance (if applicable), general liability insurance and comprehensive crime insurance coverage, at rates established by Operator (but in no event to exceed the rates contained in the approved Budget); and deductibles established by Operator for insured losses attributable to the Premises (plus attorney's fees and court costs to defend Owner and/or Operator in actions brought to recover damages for such losses). Operating Expenses~~

xii. Operating expenses shall also include any expenses not listed above that are approved by ~~Owner~~the City prior to expenditure. ~~Operator~~ All excess expenditures shall be requested in writing by SP. SP may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply. Upon this occurrence, written notice must be given to the City.

~~(c) — If Operating Expenses increase due to any governmental action imposing or increasing (i) employer-provided medical insurance or other benefits, (ii) workers compensation rates, or (iii) federal, state or local minimum wage or living wage rates, then any such imposition or increase shall be automatically included as an Operating Expense and the applicable approved Budget revised accordingly.~~

c. Operating Expenses shall not include ~~(i) the costs:~~

i. Costs of maintenance and repair required of ~~Owner~~the City hereunder, ~~or (ii) Owner's various; and~~

~~(d) ii. The City's~~ costs associated with its ownership ~~and/or occupancy~~ of the Premises, including ~~without limitation depreciation, building insurance, real estate taxes and assessments, taxes on Owner's personal property, debt retirement (including without limitation mortgage interest), rent~~ and such costs and expenses as may be necessitated to comply with the Americans ~~With~~with Disabilities Act ~~of 1990. Payment of such expenses and costs are the sole obligation of Owner.~~

~~(e) d.~~ If ~~Owner~~the City disputes any Operating Expense, ~~Owner~~the City shall give ~~Operator~~SP written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. — GROSS RECEIPTS; SALES TAX; NET PROFIT.

5. Gross Receipts; Sales Tax; Net Profit.

~~(a)~~ a. All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by OperatorSP. "Gross Receipts" shall mean all cash earned and collected by OperatorSP for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by OperatorSP to its customers.

~~(b)~~ b. OperatorSP shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. ~~Owner shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by Owner or its agents. In addition, each party agrees to defend, indemnify and hold harmless the other party with respect to any and all loss, costs (including attorney's fees), penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein.~~ SP.

~~(c)~~ c. "Net Profit" ~~is~~ shall mean the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less Operator'sSP's Management Fee (defined in Section 6 below) shall be paid to OwnerSP concurrently with delivery of the monthly statement required in Section 7 below.

~~6.~~ 6. MANAGEMENT FEE. Management Fee. As compensation for Operator'sSP's services, ~~Owner~~ the City shall pay OperatorSP a Base Fee plus an Incentive Fee as follows (collectively, the "Management Fee"):

~~(a)~~ a. A parking management base fee of \$1,937.50 per month, a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month, and a mobile parking application fee of \$1,500 per month, prorated for any partial month (together, the "Base Fee"). On the anniversary of the Commencement Date, the Management Fee shall automatically increase by three percent (3%); and

~~fee of \$1,500.00 per month, prorated for any partial month (together, the “Base Fee”). Operator may deduct the Base Fee from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay the Base Fee, Section 8 below shall apply. On each anniversary of the Commencement Date, the Management Fee shall automatically increase by the greater of (a) three percent (3%), or (b) the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U); Detroit–Warren–Dearborn, MI ; All Items; Not Seasonally Adjusted; 1982–1984 = 100 reference base period for the preceding 12 month period.~~

~~PLUS~~

- ~~(b)~~ b. An incentive management fee of up to \$1,947.~~50~~ per month (the “Incentive Fee”) according to key performance indicators, as outlined in Exhibit “BC”, attached hereto and incorporated herein.

~~7. MONTHLY REPORTING.~~

7. Monthly Reporting.

- ~~(a)~~ a. Within fifteen (15) days after the end of each month, OperatorSP shall provide to Ownerthe City a statement showing all Gross Receipts, Operating Expenses, the Management Fee and Netnet Profit for the preceding month.

- ~~(b)~~ b. OperatorSP shall keep complete and accurate reports and records (collectively, the “Records”) of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting practices. OperatorSP shall permit Ownerthe City to inspect Operator’s RecordsSP’s records at Operator’sSP’s offices during reasonable business hours ~~and at Owner’s expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information.~~

~~8. REIMBURSEMENT OF DEFICIT.~~ If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, Owner agrees to pay Operator the deficit within ten (10) days after receipt of Operator’s monthly statement required in Section 7 above. If payment is not made by Owner within said ten day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; (ii) offset the amount of the deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to Owner; and (iii) at its option, terminate this Agreement upon written notice without waiving or limiting any of its legal remedies (including the right to recover attorneys’ fees and any other expenses incurred) which Operator may pursue to collect the amount owed. In addition to any other rights or remedies of Operator and

~~notwithstanding anything in this Agreement to the contrary, if Owner is in monetary breach of this Agreement and fails to cure such monetary breach within any applicable time period specified in this Agreement, then Operator shall have the right, but not the obligation, to exercise a self-help remedy and is hereby authorized at any time and from time to time to the fullest extent permitted by law, without prior notice to Owner, and without waiving any claim for damages to which it is otherwise entitled as a result of such breach, to, among other things, unilaterally offset and recoup any past due payments from any Gross Receipts collected or held by Operator.~~

~~OPERATOR'S INSURANCE COVERAGES.~~ ~~The Operator~~8. Reimbursement of Deficit. If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, the City agrees to pay SP the deficit within ten (10) days after receipt of SP's monthly statement required in Section 7 above.

9. 9. SP's Insurance Coverages. SP shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with ~~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~~City.

~~(a)~~ a. Workers' Compensation Insurance: ~~Operator~~SP shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

- c. Motor Vehicle Liability: ~~Operator~~SP shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. No-fault coverage having minimum required limits in accordance with state laws. Coverage shall include all owned vehicles, all

non-owned vehicles, and all hired vehicles.

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

~~(e)~~ e. 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.

~~(d)~~ f. Proof of Insurance Coverage: ~~Operator~~SP 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)~~ 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- ~~2)~~ 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- ~~3)~~ 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- ~~4)~~ 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) Certificate of insurance for the above coverages and a verification letter from SP's insurance broker will be provided to the City.

~~(e)~~ g. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, ~~Operator~~SP shall deliver renewal certificates and/or policies to the City of Birmingham prior to the expiration date.

- (f) ~~h.~~ **Maintaining Insurance:** Upon failure of ~~the Operator~~SP to obtain or maintain such insurance coverage for the term of the Agreement, the City ~~of Birmingham~~ may, at its option ~~and expense~~, purchase such coverage.

~~10. RELEASE AND WAIVER OF SUBROGATION.~~ In and subtract the cost of obtaining such coverage from the event all or any part of Agreement amount. In obtaining such coverage, the Premises (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, City shall have no obligation to procure the rights or claims of either party or its employees, agents, successors or assigns against the other most cost-effective coverage but may contract with respect to liability any insurer for such loss, destruction or damage resulting therefrom, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the actual insurance coverage carried by the parties or which is commonly covered under an all-risk insurance policy, in either case irrespective of applicable deductibles. All such insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage Coverage.

~~11. 10. INDEMNIFICATION.~~ Indemnification. To the fullest extent permitted by law ~~the Operator, SP~~ agrees to ~~be responsible for any liability,~~ defend, pay on behalf of, indemnify, and hold harmless ~~Owner~~the City, its elected and appointed officials, employees and volunteers and others working on behalf of ~~Owner~~the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from ~~Owner~~the City, its elected and appointed officials, employees, volunteers or others working on behalf of ~~Owner~~the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of ~~Operator's~~the acts, omissions, negligence or breach of this Agreement or caused by the negligence of Operator. SP. Such responsibility indemnification shall not be construed as include liability for damage the extent caused by or resulting from the act negligent acts or omission omissions of the City, its elected or appointed officials, employees, volunteers or others working on behalf of ~~Owner~~the City, or third parties at the Premises.

~~12. 11. DISPUTE RESOLUTION.~~ Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 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.

~~13. **CONDITION AND USE OF PREMISES.**~~

~~12. Owner Condition and Use of Premises.~~

~~(a) a. The City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the Premises) are and shall, at Owner's the City's expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.~~

~~Owner~~

~~(b) b. The City warrants and covenants that it has obtained or will obtain all licenses and permits (including a certificate of occupancy for the Premises) that are a prerequisite to Operator's SP's performance of its duties hereunder.~~

~~(c) c. Owner The City represents and warrants that all revenue control equipment and systems provided by Owner the City that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by Owner the City or its contractors must be compliant with PCI DSS and FACTA.~~

~~14. **EQUIPMENT AND IMPROVEMENTS.** Operator 13. **Equipment and Improvements.** SP shall, on behalf of Owner the City and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "Equipment") described in Exhibit "CD" which is attached hereto and is incorporated herein by reference. Operator SP shall be responsible for maintenance and repair of the Equipment (the "Equipment R&M Costs"); provided, however, that any Equipment R&M Costs incurred by Operator SP shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by Operator SP and, absent a written agreement between Owner and Operator, Owner the City shall not own the Equipment at any time.~~

~~15. **INTELLECTUAL PROPERTY.** Operator 14. **Intellectual Property.** SP hereby grants to Owner the City, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use Operator's SP's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "Intellectual Property"), to the extent related to Operator's SP's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, Operator SP shall have the right, at its sole cost and~~

expense, to remove the Intellectual Property from the Premises, and ~~Owner~~the City shall refrain from all further use of the Intellectual Property.

~~16. OWNER'S OBLIGATIONS. Owner~~15. The City's Obligations. The City, at its expense, shall be responsible for the following:

~~(a)~~ a. Except for the custodial duties expressly delegated to ~~Operator in Section 3 above~~SP herein, all repair and maintenance of the ~~Premises~~premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems; ~~paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts);~~ elevators, manliftsman lifts and escalators; ~~sealing and waterproofing;~~ electrical or mechanical systems or equipment including traffic control devices used at or in the ~~Premises;~~premises, and all structural repairs.

~~(b)~~ b. Alterations, improvements or repairs that ~~Owner~~the City deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities ~~including, without limitation, the Americans with Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.~~

~~(c)~~ c. All installation, removal, replacement or modification of signage at the ~~Premises~~premises as may be required by law or desired by ~~Owner~~the City in order to adhere to the Manual on Uniform Traffic Control Devices (the "MUTCD") or similar standards.

~~(d)~~ d. Safety and/or security personnel and equipment. ~~Owner~~The City expressly acknowledges that ~~Operator~~SP does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor ~~do Operator's~~does City's employees undertake the obligation to guard or protect

customers against the intentional acts of third parties. ~~Owner~~ The City shall determine, at the ~~Owner's~~ City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the ~~Premises~~. ~~Owner further agrees to indemnify and to hold harmless Operator from and against any claims, demand, suits, liabilities, or judgments arising from Operator's alleged failure to warn, to guard, or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for the negligent or intentionally committed acts of or by Operator or Operator's employees.~~ premises.

~~17. LICENSES AND PERMITS.~~ ~~Operator~~ 16. Licenses and Permits. SP shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over ~~Operator's~~ SP's operations at the ~~Premises~~ premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by ~~Operator~~ SP shall be deemed an ~~Operating Expense~~ operating expense.

~~LAWS AND ORDINANCES.~~ ~~Operator~~

~~18.~~ 17. Laws and Ordinances. SP shall not use all or any part of the ~~Premises~~ premises for any use or purpose which is (i) forbidden by, or in violation of any law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.

~~19. RELATIONSHIP OF THE PARTIES.~~ No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent contractor. The personnel providing Operator's services under this Agreement are employees of Operator, not Owner.

~~FORCE MAJEURE.~~ 18. Relationship to the Parties. This Agreement shall not be construed or considered to be a partnership, joint venture, or any other type of joint business venture. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement. SP shall not act as an agent or representative of the City, superficially or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

~~20.~~ 19. Force Majeure. Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to ~~Operator~~ SP if it suspends operations for any such cause or event for the period of ~~such~~ suspension.

~~21. GOVERNING LAW.~~ 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the ~~state in which the Premises are located~~ State of Michigan.

~~22. APPROVALS.~~ 21. Approvals. Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

~~23. WAIVERS.~~ 22. Waivers. No waiver of default by either party of any term, covenant or

condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

~~24. SEVERABILITY.~~ 23. Severability. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

~~24. TERMINATION.~~ In addition to all other termination rights hereunder, either

~~25. (a) Breach. Either~~ party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, ~~provided~~ provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days. ~~In addition, either party may terminate this Agreement in the event the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, with such termination to be effective upon giving notice thereof.~~

~~26. ASSIGNMENT.~~ Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of Owner, which consent shall not be unreasonably withheld. Operator is hereby given the right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator and/or to collaterally assign its right, title and interest herein to a financial institution as security for any present or future loans to Operator.

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

(c) In addition to any termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.

25. Notice of Potential Action. If SP fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

~~27.26.~~ **Notices.** All notices required to be given to or served upon either party shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, sent pursuant to this Agreement shall be mailed to the following addresses: _

TO OWNER: _____ City of Birmingham
Attn: Tiffany Gunter, Assistant City Manager
151 Martin Street
Birmingham, MI 48012

TO OPERATOR: _____ SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601

with copy to: _____ SP Plus Corporation
Attn: Nicole Hankins, Senior Vice President 21
Custom House Street, 6th Floor
Boston, MA 02110

ENTIRE AGREEMENT:

_____ City of Birmingham	_____ SP Plus Corporation
_____ Attn: Scott Grewe	_____ Attn: Legal Dept.
_____ 151 Martin Street	_____ 200 East Randolph Street, Suite 7700
_____ Birmingham, MI 48009	_____ Chicago, IL 60601
_____ 248-530-1883	

_____ With copy to SP Plus Corporation, Attn: COO,
_____ 200 East Randolph Street, Suite 7700
_____ Chicago, IL 60601

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

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. _No person has been authorized to give any information or make any representation not contained in this Agreement._ This Agreement may be amended only by written agreement of the parties.

The parties hereto have caused this Agreement to be executed as of the date and year above written.

SP PLUS CORPORATION

By: _____

James F. Buczek

Chief Operations Officer

Commercial Division

STATE OF MICHIGAN _____)

) ss:

COUNTY OF OAKLAND _____)

On this _____ day of _____, 2021, before me personally appeared James F. Buczek Chief Operations Officer, Commercial Division, of SP Plus Corporation, who acknowledged he has the authority to sign this Agreement.

Notary Public

_____ County, Michigan

Acting in _____ County, Michigan

My commission expires: _____

CITY OF BIRMINGHAM

~~29. PARTIES BOUND.~~ This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

~~30. NEITHER PARTY DEEMED DRAFTER.~~ The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

~~31. ATTORNEY FEES.~~ If either party should retain legal counsel and/or institute any suit against the other party to enforce or protect its rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith. The rights and obligations of this Section shall survive expiration or termination of this Agreement.

~~**AUTHORITY.** The individual signing this Agreement on behalf of Owner hereby represents that he or she has been empowered with full authority to act on behalf of Owner in connection with this Agreement, and that execution of this Agreement has been duly authorized by Owner. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.~~

By: _____

Pierre Boutros

Its: Mayor

By: _____

Alexandria D. Bingham

Its: City Clerk

Approved:

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

Jana L. Ecker, Assistant City Manager
(Approved as to substance)

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

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



MEMORANDUM

Planning Division

DATE: September 20th, 2021

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis, City Planner

SUBJECT: Public Hearing for 260 N. Old Woodward – The Morrie – Special Land Use Permit Amendment, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit Amendment, Final Site Plan and Design Review for a new outdoor dining platform at the existing Morrie restaurant in Downtown Birmingham.

BACKGROUND:

On August 11th, 2021, the Planning Board motioned to recommend approval to the City Commission the Special Land Use, Final Site Plan and Design Review application for 260 N. Old Woodward with the following conditions:

1. The applicant must obtain an Outdoor Dining Permit and enter into a contract with the City for the SLUP Amendment;
2. All outdoor activity must cease at the close of business;
3. The applicant will be required to reduce the length of the platform to be less than the storefront width to retain two unobstructed on street parking spaces between the platform and the corner to the south;
4. Obtain a favorable recommendation from the Advisory Parking Committee prior to City Commission review; and
5. Comply with the requirements of all departments.

On September 1st, 2021, the Advisory Parking Committee recommended approval to the City Commission the outdoor dining platform for The Morrie with the condition that the applicant consider reducing the size of the patio at the north end to completely free up the parking space at the north to reduce parking spaces lost to 4 instead of 5.

At this time, the applicant has complied with the requests of the Planning Board, and has submitted plans adjusting the deck by roughly 6 ft. to free up the parking space at the north as requested by the Advisory Parking Committee.

LEGAL REVIEW:

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

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the August 11th, 2021 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices was sent out to advertise the public hearing at the City Commission on September 20th, 2021.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Planning Division Reports
- Site/Design Plans
- Application & Supporting Documents
- Meeting Minutes

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to APPROVE the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie – to allow the addition of a new outdoor dining platform in the N. Old Woodward right-of-way.

OR

Make a motion to POSTPONE the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Make a motion adopting a resolution to DENY the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie.

THE MORRIE
260 N. OLD WOODWARD
Special Land Use Permit Amendment 2021

WHEREAS, THE MORRIE filed an application in 2018 pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment serving alcoholic liquors in the B4 (Business-Residential) zoning district in accordance Article 2, Section 2.37 (C)(2)(a) of Chapter 126, Zoning, of the City Code;

WHEREAS, A Special Land Use Permit Amendment application was filed in July 2021 for approval of a new outdoor dining platform located in the N. Old Woodward right-of-way adjacent to THE MORRIE at 260 N. Old Woodward;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the east side of N. Old Woodward, north of Hamilton Row;

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

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

WHEREAS, The Planning Board on August 11, 2021 reviewed the application for a Special Land Use Permit Amendment, Final Site Plan and Design Review and recommended approval to the City Commission to allow the construction of a new outdoor dining platform in the N. Old Woodward right-of-way with the following conditions:

1. The applicant must obtain an Outdoor Dining Permit and enter into a contract with the City for the SLUP Amendment;
2. All outdoor activity must cease at the close of business;
3. The applicant will be required to reduce the length of the platform to be less than the storefront width to retain two unobstructed on street parking spaces between the platform and the corner to the south;
4. Obtain a favorable recommendation from the Advisory Parking Committee prior to City Commission review; and
5. Comply with the requirements of all departments.

WHEREAS, The Advisory Parking Committee on September 1, 2021 reviewed the parking conditions in the area and recommended approval to the City Commission to allow the construction of a new outdoor dining platform in the N. Old Woodward right-of-way with the following condition:

1. The applicant consider reducing the size of the platform to reduce the space required to 4 spaces instead of 5.

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

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

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that THE MORRIE'S application for a Special Land Use Permit Amendment, Final Site Plan and Design Review at 260 N. Old Woodward is hereby approved;

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

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

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

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

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

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on September 20, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: August 11, 2021

TO: Jana Ecker, Planning Director

FROM: Nicholas Dupuis, City Planner

SUBJECT: 260 N. Old Woodward – The Morrie – Special Land Use Permit Amendment, Final Site Plan & Design Review

The subject site, 260 N. Old Woodward, is currently used as a restaurant within an existing five-story commercial building fronting N. Old Woodward. The applicant has submitted a Special Land Use Permit Amendment and Final Site Plan/Design Review (SLUP) application requesting the addition of a dining platform in the N. Old Woodward right-of-way to their outdoor dining plan.

In July 2020, The Morrie was approved for expanded outdoor dining pursuant to the Temporary Outdoor Dining expansion allowed adopted by the City Commission on May 11th, 2020 and extended on March 8th, 2021. The expansion involved the addition of an 840 sq. ft. platform within the parking area in front of the property. The applicant has submitted the SLUP application seeking permanent approval of this area.

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

1.0 Land Use and Zoning

- 1.1 Existing Land Use – Five-story multi-tenant commercial building.
- 1.2 Zoning – B4 (Business-Residential) & D4 (Downtown Overlay)
- 1.3 Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial	Commercial	Parking	Commercial
Existing Zoning District	B4 (Business Residential)	B4 (Business Residential)	PP (Public Property)	B4 (Business Residential)
Overlay Zoning District	D4	D4	D4/P	D4

2.0 Setback and Height Requirements

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

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – There are no changes proposed to the dumpster or screening on site.
- 3.2 Parking Lot Screening – There are no changes proposed to the parking lot or associated screening.
- 3.3 Mechanical Equipment Screening – There are no changes proposed to the mechanical equipment or screening on site.
- 3.4 Landscaping – There are no changes proposed to the landscaping on site. However, the applicant is proposing to add planters at regular intervals in the platform railing system to enclose the new outdoor dining space.
- 3.5 Streetscape – There are no changes proposed to the streetscape.

4.0 Parking, Loading and Circulation

- 4.1 Parking – There are no changes to the parking requirements on site.
- 4.2 Loading – There are no changes proposed to the loading requirements.
- 4.3 Vehicular Circulation and Access – There are no changes proposed to the vehicular circulation and access.

- 4.4 Pedestrian Circulation and Access – There are no changes to pedestrian circulation and access on the site.

5.0 Lighting

There are no new light fixtures or changes in lighting proposed that will significantly alter the light intensity on the site at this time.

6.0 Departmental Reports

- 6.1 Engineering Division – The Engineering Division has the following comments:

- Patio Length is limited to actual store width.
- Note parking spaces either side of patio that are affected by the patio and can no longer be used due to the obstruction, will require payment for spaces. Additionally planters should be placed in these spaces to prevent vehicles from entering the spaces for safety purposes.

- 6.2 Department of Public Services – DPS has no concerns.

- 6.3 Fire Department – The Fire Department has provided the following comments:

1. No storage of propane on the street side of the establishment. This particular building has no place that meets code to store propane cylinders due to the layout. They were fined in June for improper storage of LP gas.
2. Do not block any fire hydrant or FDC.
3. If allowed to use gas fired heaters, 5 feet of clearance shall be met for combustible awnings, umbrellas and egress pathways per code.
4. Arrange platform so it does not impede traffic lane.

- 6.4 Police Department – The Police Department has no concerns.

- 6.5 Building Division – As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

1. Provide a section detail showing how the platform will be constructed.
2. Access to the platform from the sidewalk must meet barrier free and ADA requirements. Provide details to demonstrate compliance.

7.0 Design Review

There are no changes proposed to the building at this time. However, the new dining platform is subject to several design requirements found in Article 4, Section 4.44 of the Zoning Ordinance. In accordance with Article 4, Section 4.44 of the Zoning Ordinance, the following outdoor dining standards apply:

- A. Outdoor Dining: Outdoor dining is permitted immediately next to the principal use, subject to Site Plan Review, and the following conditions:
 - 1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
 - 2. All outdoor activity must cease at the close of business or as noted in subsection 3 below.
 - 3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 10:00 p.m., whichever is earlier.
 - 4. Outdoor dining may be permitted on the sidewalk throughout the year with a valid Outdoor Dining License, provided that all outdoor dining fixtures and furnishings must be stored indoors each night between November 16 and March 31 to allow for snow removal.
 - 5. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
 - 6. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
 - 7. For outdoor dining located in the public right-of-way:
 - a. All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.
 - b. In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
 - c. Outdoor dining is permitted to extend in the right-of-way in front of neighboring properties, with the written permission of the property owner(s) and with Planning Board approval, if such property is vacant or the first floor storefront(s) is/are vacant. Outdoor dining areas may extend up to 50% of the width of the neighboring lot(s) storefront(s), or up to 50% of the lot(s) frontage, if such lot is vacant.
 - d. City Commission approval is also required for outdoor dining extensions onto neighboring property if the establishment making such a request holds a bistro license.
 - e. An elevated, ADA compliant, enclosed platform may be erected on the street in front of an eating establishment to create an outdoor dining area from April 1 through November 15 only if the Engineering

Department determines there is sufficient space available for this purpose given parking and traffic conditions.

- f. No such facility shall erect or install permanent fixtures in the public right-of-way.
- 8. Outdoor dining is permitted in a B1 District at a rate of 4 seats for every 12 linear feet of store frontage, with no more than 12 seats total per building; no elevated enclosed platforms on the street are permitted in a B1 District.

As noted above, the applicant is proposing to install a new 840 sq. ft. dining platform in the off street parking area in the public right-of-way in front of the existing restaurant. The platform as proposed contains 9 tables and 36 additional seats. The proposed deck would add to an existing outdoor dining plan approved in 2018 which contains 4 tables and 14 chairs on an elevated platform on the sidewalk. The proposed plans include a trash receptacle, sanitation station and supply cabinet within the outdoor dining area.

In accordance with section 4.44, all outdoor activity must cease at the close of business.

The applicant is proposing 36 Aviator Collection aluminum chairs in black for use on the outdoor dining platform, as well as 9 Luca Collection tables constructed of black steel, thus meeting the material requirements for outdoor dining furniture. In addition, the applicant is proposing a Tuscan square ballast railing system in black. The railings are proposed in 8' lengths, with 32" grey planters proposed between each section. The railing sections are 3' in height, and each section incorporates 2 solar fixtures by Hampton Bay at each end.

The applicant is also proposing 9 Frankford Catalina umbrellas 6' in diameter in dark grey with white piping. One umbrella is proposed for each of the tables on the new outdoor dining platform. The proposed table umbrellas do not block pedestrian or vehicular traffic flow, nor do they block the view into the interior of the restaurant.

As the proposed platform is located in the public right-of-way, the applicant will be required to obtain a license from the City, as well as an Outdoor Dining permit. The proposed platform location does provide the required 5' wide pedestrian walkway on the sidewalk between the sidewalk outdoor seating and the furnishing zone. **However, the outdoor dining platform proposed extends beyond the width of The Morrie's storefront. The applicant will be required to reduce the length of the platform to the storefront width, or obtain a variance from the Board of Zoning Appeals. In addition, the Planning Board should consider requiring the applicant to reduce the platform by 3' at the south end of the storefront to retain two unobstructed on street parking spaces between the platform and the corner.**

The platform proposed by the applicant is proposed to 5 on street parking spaces, and is to be constructed at curb height. The platform may only be installed from April 1 through November 15. The applicant will be required to pay for the use of all parking spaces partially or fully obstructed by the dining platform. **The applicant will be required to comply with the comments of the Engineering Department and to receive a favorable recommendation from the Advisory Parking Committee prior to review by the City Commission.**

8.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photometric Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Colored Elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9.0 Approval Criteria

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

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

- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

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

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

10.0 Recommendation

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** of the Special Land Use Permit Amendment and Final Site Plan and Design Review with the following conditions:

1. The applicant must obtain an Outdoor Dining Permit and enter into a contract with the City for the SLUP Amendment;
2. All outdoor activity must cease at the close of business;
3. The applicant will be required to reduce the length of the platform to be less than the storefront width to retain two unobstructed on street parking spaces between the platform and the corner to the south;
4. Obtain a favorable recommendation from the Advisory Parking Committee prior to City Commission review; and
5. Comply with the requirements of all departments.

11.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Board recommends **APPROVAL** of the Special Land Use Permit Amendment to the City Commission with the following conditions:

1. The applicant must obtain an Outdoor Dining Permit and enter into a contract with the City for the SLUP Amendment;

2. All outdoor activity must cease at the close of business; and
3. Comply with the requirements of all departments.

AND

Based on a review of the site plans submitted, the Planning Board recommends **APPROVAL** of the Final Site Plan and Design Review to the City Commission with the following conditions:

1. The applicant will be required to reduce the length of the platform to be less than the storefront width to retain two unobstructed on street parking spaces between the platform and the corner to the south;
2. Obtain a favorable recommendation from the Advisory Parking Committee prior to City Commission review; and
3. Comply with the requirements of all departments.

OR

Motion to **POSTPONE** the Special Land Use Permit Amendment and Final Site Plan & Design Review for 260 N. Old Woodward – The Morrie – pending receipt of the following:

1. _____
2. _____

OR

Motion to recommend **DENIAL** to the City Commission of the Special Land Use Permit Amendment and the Final Site Plan & Design Review for 260 N. Old Woodward – The Morrie – for the following reasons:

1. _____
2. _____
3. _____

**Zoning Compliance Summary Sheet
SLUP & Final Site Plan Review
260 N. Old Woodward – The Morrie**

Existing Site: 5-Story Palladium Building

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

Land Use: Commercial

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business Residential)	B4 (Business Residential)	PP (Public Property)	B4 (Business Residential)
Overlay Zoning District	D4	D4	D4 / P	D4

Land Area: Existing: No changes proposed
Proposed: No changes proposed

Dwelling Units: Existing: No changes proposed
Proposed: No changes proposed

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: N/A
Proposed: N/A

Max. Total Floor Area: Required: 100%
Proposed: No changes proposed

Min. Open Space: Required: N/A
Proposed: N/A

Max. Lot Coverage: Required: N/A
Proposed: N/A

Front Setback:	Required:	0 ft.
	Proposed:	No changes proposed
Side Setbacks	Required:	0 ft.
	Proposed:	No changes proposed
Rear Setback:	Required:	10 ft.
	Proposed:	No changes proposed
Min. Front+Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	No changes proposed
	Proposed:	No changes proposed
Min. Eave Height:	Required:	20 ft.
	Proposed:	No changes proposed
Floor-Ceiling Height:	Required:	N/A
	Proposed:	N/A
Front Entry:	Required:	On frontage line
	Proposed:	No changes proposed
Absence of Bldg. Façade:	Required:	32 in. screenwall
	Proposed:	N/A
Opening Width:	Required:	25 ft.
	Proposed:	N/A
Parking:	Required:	None (Parking Assessment District)
	Proposed:	No changes proposed
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	N/A
Parking in Frontage:	Required:	Off-street parking contained in the first story shall not be permitted within 10 feet of any building facade on a frontage line or between the building facade and the frontage line.
	Proposed:	No changes proposed
Loading Area:	Required:	None
	Proposed:	None
Screening:		

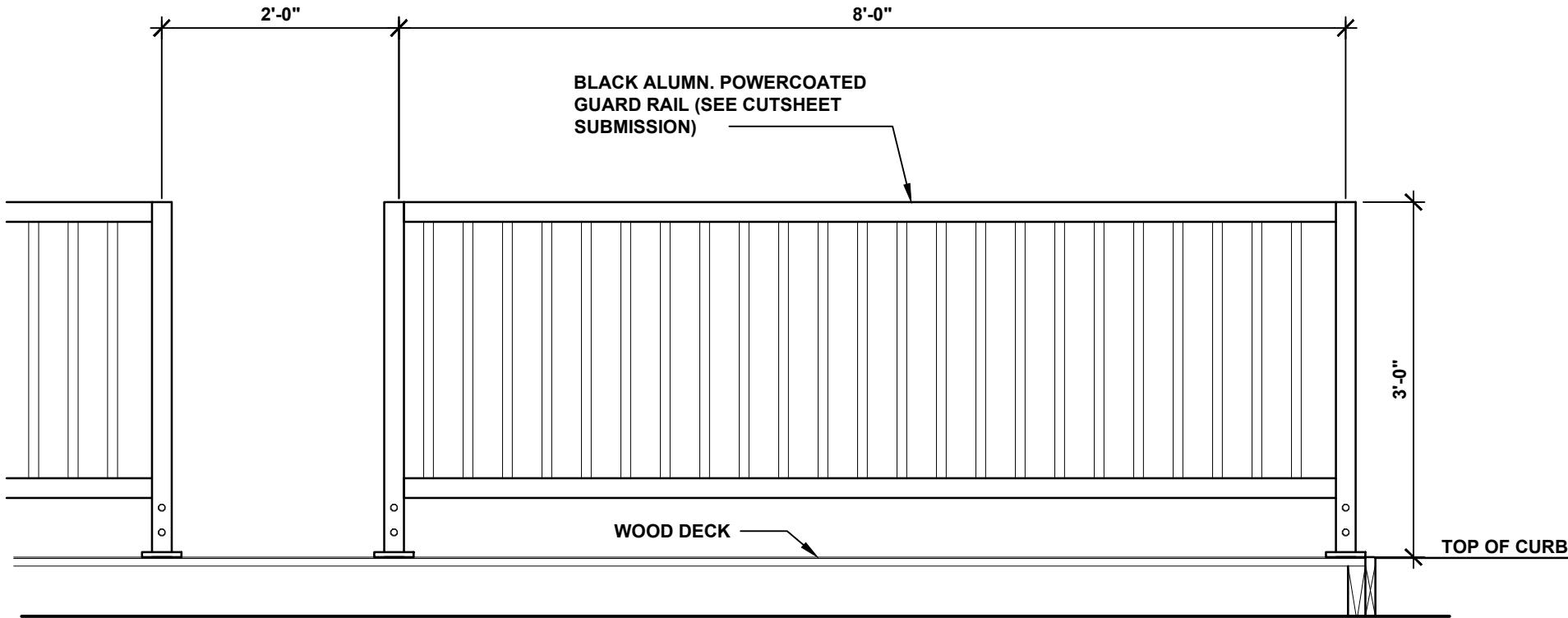
<u>Parking:</u>	Required:	32 in. masonry screen wall
	Proposed:	N/A
<u>Loading:</u>	Required:	Minimum 6 ft. screen wall
	Proposed:	N/A
<u>Rooftop Mechanical:</u>	Required:	Fully screened from public view
	Proposed:	N/A
<u>Elect. Transformer:</u>	Required:	Obscured from public view
	Proposed:	N/A
<u>Dumpster:</u>	Required:	6 ft. masonry w/ wood gate
	Proposed:	No changes proposed



101.01
SP.101

TYP. PATIO TABLE SETUP

SCALE: NTS



101.01
SP.101

GUARD RAIL PATIO ELEVATION

SCALE: NTS



101.01
SP.101

PROPOSED PATIO STREET VIEW

SCALE: NTS

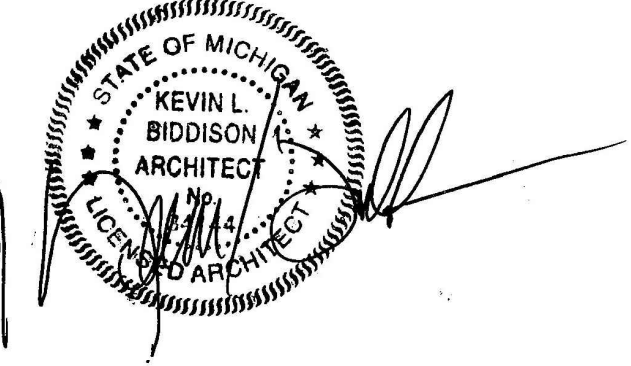
PROPOSED BUILDING RENOVATION FOR:

The Morrie
Birmingham

260 N. Old Woodward
Birmingham, Michigan

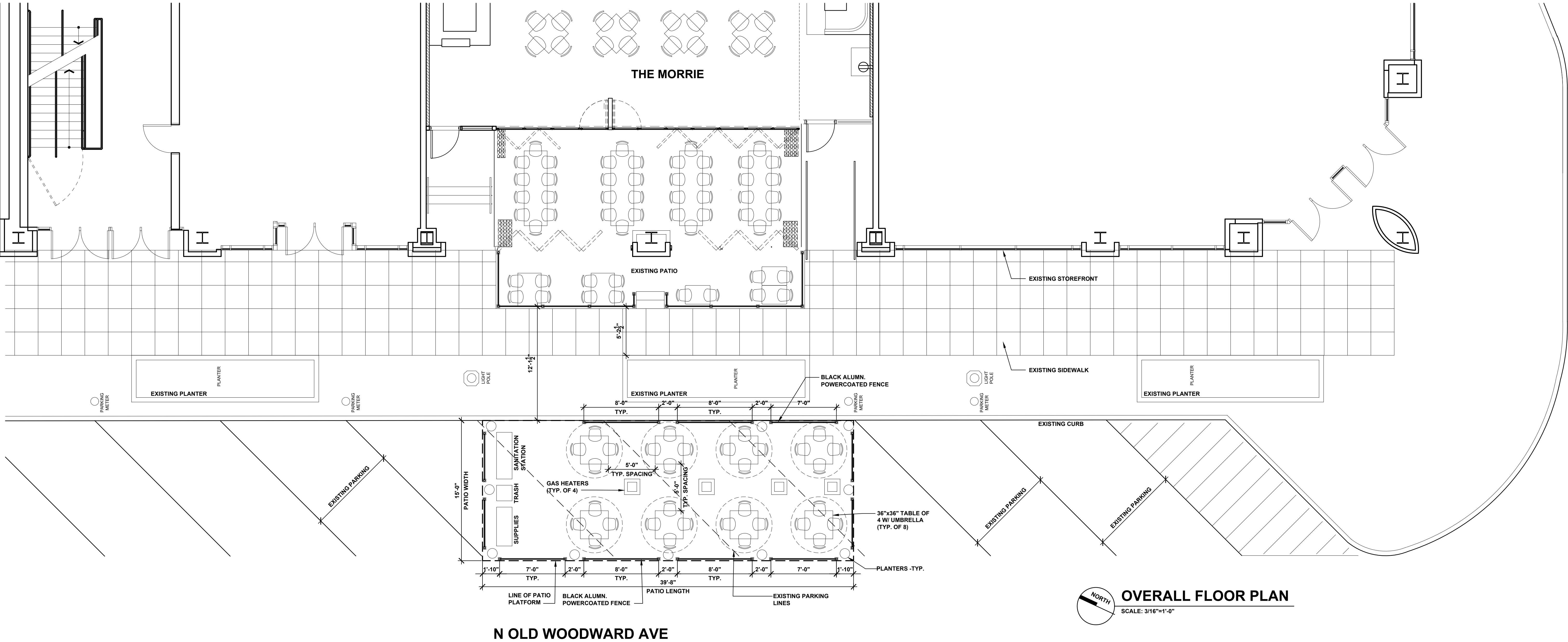
EXTERIOR PATIO PERMIT 08.05.21
REVISION PER CITY 08.25.21
REVISION PER CITY 09.14.21

PROPOSED PATIO
PLAN AND DETAILS



2010.18

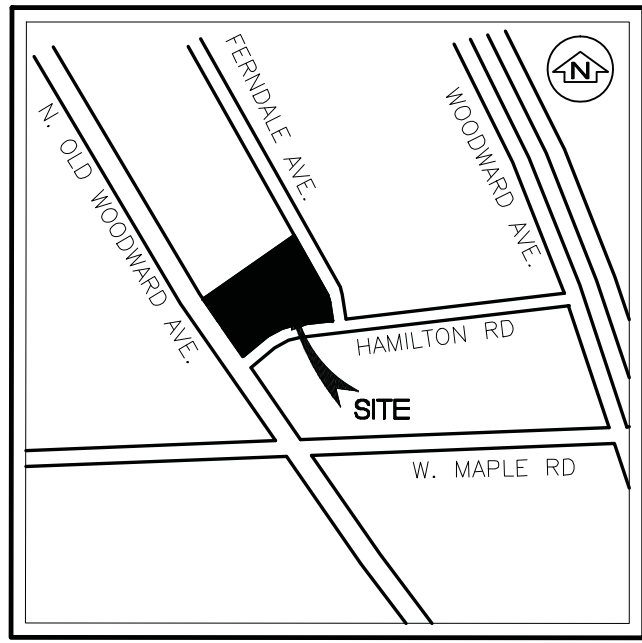
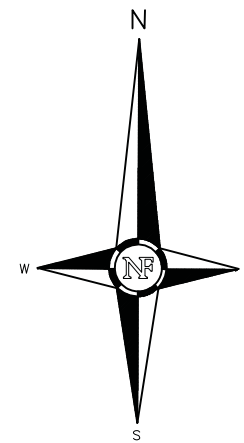
SP.101



NORTH

OVERALL FLOOR PLAN

SCALE: 3/16"=1'-0"



LOCATION MAP



NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342
TEL. (248) 332-7931
FAX. (248) 332-8257
EMAIL: rfraus@nowakfraus.com

LEGAL DESCRIPTION

Land Situated in the City of Birmingham in the County of Oakland in the State of MI
PARCEL 1:

Part of Lots 50, 53, 56 and 57, ASSESSOR'S PLAT NO. 21, according to the recorded plat thereof, as recorded in Liber 54 of Plats, page 19, Oakland County Records, beginning at the Southwest corner of Lot 51, thence North 35 degrees 11 minutes 35 seconds West 128.29 feet, thence North 54 degrees 51 minutes 55 seconds East 222.63 feet, thence South 30 degrees 00 minutes 55 seconds East 132.74 feet, thence South 08 degrees 33 minutes 06 seconds East 52.76 feet, thence South 82 degrees 28 minutes 25 seconds West 110.96 feet, thence South 54 degrees 39 minutes 25 seconds West 88.72 feet to Beginning. Also all of Lots 51, 52, 58 and 59 of said Subdivision.

PARCEL 2:

Part of Lots 53, 56 and 57 of ASSESSOR'S PLAT NO. 21, according to the plat thereof recorded in Liber 54 of Plats, Page 19, Oakland County Records, described as: Beginning at a point distant 128.29 feet from the Southwest corner of Lot 51; thence North 35 degrees 11 minutes 35 seconds West 25 feet; thence North 54 degrees 51 minutes 55 seconds East 224.90 feet; thence South 30 degrees 00 minutes 55 seconds East 25.10 feet; thence South 54 degrees 51 minutes 55 seconds West 222.63 feet.

Tax Id No. 19-25-453-011

BASIS OF BEARING NOTE

The basis of bearing for this survey was established by the legal description of record

TITLE NOTES

Subject to:

9. Right of Way granted to The Detroit Edison Company recorded February 22, 1973 in Liber 6249, Page 128, as to Parcel 2. [A building has been constructed over said easements after this document was created. The approximate location of said easements are plotted hereon. The client needs to verify with The Detroit Edison Company to determine if these easements still exist.]

All exceptions shown or noted on this survey were obtained from Title Commitment No. 58689227, with an effective date of 12-09-2013, issued by Title Source, Inc.

SITE DATA

Gross Land Area: 36,542 Square Feet or 0.84 Acres.

Zoned: B4 (Business-Residential)

Building Setbacks:

Front= 0'

Sides= 0' for commercial, office or parking stories.

0' for residential stories with walls facing side lot lines which do not contain windows or front on a street

10' when any wall in residential stories which contain windows and when side lot lines abut a street.

Rear= 10 feet when the rear open space abuts a P, B1, B2, B2B, B2C, B3, B4, O1, or O2 Zoning District.

20 feet when adjacent to a residential zoning district

Max. Building Height permitted: 5 stories/60'

Total Parking: No onsite parking.

The above setback & height requirements were obtained from the City of Birmingham Zoning Ordinance.

A surveyor cannot make a certification on the basis of an interpretation or opinion of another party. A zoning endorsement letter should be obtained from City of Birmingham to insure conformity as well as make a final determination of the required building setback requirements.

FLOOD HAZARD NOTE

The Property described on this survey does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency; the property lies within Zone X of the Flood Insurance Rate Map identified as Map No. 26125C0537F bearing an effective date of 09-29-2006.

CEMETERY NOTE

There was no observable evidence of cemeteries or burial grounds within the subject property.

UTILITY NOTE

All utilities are underground unless otherwise noted.

The utilities shown on this survey were determined by field observation. All locations are approximate. The location of any other underground services which may exist can only be depicted if a Utility Plan is furnished to the surveyor.

SURVEY NOTES

There was no observable evidence of current earth moving work, building construction or building additions.

There are no known proposed changes in street right-of-way lines available from the controlling jurisdiction.

There was no observable evidence of recent street or sidewalk construction or repairs.

There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill.

There was no observable evidence of wetlands within the subject property as of the date of completion of the field work.

SURVEYOR'S CERTIFICATION

To:

Associated Bank
The Palladium of Birmingham, LLC
Title Source, Inc.
Fidelity National Title Insurance Company

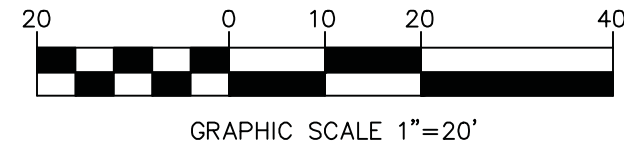
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a), 7(b), 7(c), 8, 9, 10(a), 11(a), 13, 16, 17, 18, 19, 20(a) and 21 of Table A thereof.

The field work was completed on 01-15-2014.

Kevin Navaroli, P.S.
No. 53503
Dated: 01-31-2014
Revised: 03-06-2014



- LEGEND**
- ASPH = Asphalt
 - C = Cable
 - CATV = Cable TV/Box/Riser
 - CB = Catch Basin
 - CO = Clean Out
 - CONC = Concrete
 - E = Electric
 - EM = Electric Meter
 - EC = Electric Conduit/Riser
 - F.I. = Found Iron
 - G = Gas
 - GL = Ground Light
 - GP = Guard Post
 - GV = Gate Valve
 - HYD = Hydrant
 - LP = Light Pole
 - L/S = Landscape
 - MH = Manhole
 - MON. = Monument
 - MW = Monitor Well
 - OH LINES = Overhead Lines
 - P = Phone/Box/Riser
 - PH = Physically Handicapped
 - PIV = Post Indicator Valve
 - P/L = Property Line
 - PM = Parking Meter
 - ROW = Right of Way
 - SAN = Sanitary Sewer
 - SB = Stop Box (Water)
 - S.I. = Set Iron
 - SO = Shutoff (Water)
 - STM = Storm Sewer
 - TRANS = Transformer
 - UP = Utility Pole
 - WM = Water Main
 - (R) = Record Measurement
 - (M) = Surveyed Measurement
 - (C) = Calculated



PROJECT

Palladium

PROJECT LOCATION

No. 250-270 N. Old
Woodward Avenue & 201
Hamilton Road
Part of the S.W. 1/4 of
Section 10, T.2N., R.10E.,
City of Birmingham, Oakland
County, MI

SHEET

ALTA/ACSM
Land Title Survey

REVISIONS

03-06-2014 Rev. Certificate

DRAWN BY:

D.MCCONKEY

APPROVED BY:

K.N./R.FRAUS

EMAIL:

rfraus@nowakfraus.com

DATE ISSUED:

01-31-2014

SCALE:

1"=20'

NFB JOB NO.
H888

SHEET NO.
1

ARCHITECTURAL
SITE PLAN

PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS

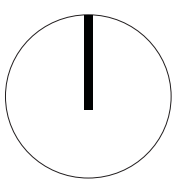
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jp architects.com



ARCHITECTURAL SITE PLAN

0' 20' 40' 80'

SCALE: 1" = 20'-0"



NORTH



Special Land Use Permit Application

Planning Division

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

1. Applicant

Name: The Morrie of Birmingham LLC
Address: 260 N Old Woodward Birmingham MI 48009
Phone Number: 248-220-0590
Fax Number: 248-629-9242
Email address: Bschaible@afbhospitalitygroup.com

3. Applicant's Attorney/Contact Person

Name: Aaron Belen
Address: 27387 Woodward, Berkley MI, 48072
Phone Number: 248-629-9221 Ext. 205
Fax Number: 248-629-9242
Email address: ABelen@afbhospitalitygroup.com

5. Required Attachments

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

6. Project Information

Address/Location of the property: 260 N Old Woodward Birmingham MI 48009
Name of development: The Morrie Birmingham LLC
Sidwell #: _____
Current Use: _____
Proposed Use: Outdoor patio for dining
Area of Site in Acres: _____
Current zoning: _____
Is the property located in the floodplain? _____
Name of Historic District Site is located in: _____
Date of Historic District Commission Approval: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____

2. Property Owner

Name: A F Jonna C/O Jennifer Walker
Address: 4036 Telegraph Road Suite 201 Bloomfield Hills, MI 48302
Phone Number: 248-593-6200 Ext. 107
Fax Number: 248-593-6203
Email address: JWalker@AFJonna.com

4. Project Designer/Developer

Name: Brad Schaible
Address: 27387 Woodward Berkley MI 48072
Phone Number: 248-220-0590
Fax Number: 248-629-9242
Email address: Bschaible@afbhospitalitygroup.com

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

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

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

Build a 58' x 15' wood deck with a metal railing patio deck for outdoor dining. This will hold 11 tables and occupy the 5 parking spaces in front of the current restaurant The Morrie Birmingham LLC at 260 N Old Woodward, Birmingham MI 48009

8. Buildings and Structures

Number of Buildings on Site: NA
Height of Buildings & # of Stories: _____

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

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

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

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

Proposed Residential Structures:

Total number of units: NA
Number of one bedroom units: _____
Number of two bedroom units: _____
Number of three bedroom units: _____
Open space: _____
Percent of open space: _____

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

Proposed Additions:

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

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

10. Required and Proposed Setbacks

Required front setback: NA
Required rear setback: _____
Required total side setback: _____
Side setback: _____

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

11. Required and Proposed Parking

Required number of parking spaces: 5
Typical angle of parking spaces: NA
Typical width of maneuvering lanes: _____
Location of parking on site: _____
Location of parking off site: _____
Number of light standards in parking area: NA
Screenwall material: _____

Proposed number of parking spaces: 5
Typical size of parking spaces: 15' x 8'
Number of spaces <180 sq. ft.: _____
Number of handicap spaces: 0
Shared parking agreement? NA
Height of light standards in parking area: NA
Height of screenwall: NA

12. Landscaping

Location of landscape areas: NA

Proposed landscape material: _____

13. Streetscape

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

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

14. Loading

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

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

15. Exterior Waste Receptacles

Required number of waste receptacles: NA
Location of waste receptacles: _____
Screenwall material: _____

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

16. Mechanical Equipment

Utilities and Transformers:

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

Location of all utilities & easements: _____

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

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

Location of all ground mounted units: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: NA
Type of rooftop units: _____

Screenwall material: _____
Location of screenwall: _____

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

17. Accessory Buildings

Number of accessory buildings: NA
Location of accessory buildings: _____

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

18. Building Lighting

Number of light standards on building: NA

Type of light standards on building: _____

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

Height from grade: _____
Proposed wattage per fixture: _____

19. Site Lighting

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

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

20. Adjacent Properties

Number of properties within 200 ft.: _____

Property #1

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

Property Description: _____

North, south, east or west of property? _____

Property #2

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

Property Description: _____

North, south, east or west of property? _____

Property #3

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

Property Description: _____

North, south, east or west of property? _____

Property #4

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

Property Description: _____

North, south, east or west of property? _____

Property #5

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

Property Description: _____

North, south, east or west of property? _____

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

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

Signature of Owner: _____

Date: 6/30/2021

Print Name: Jordan Jonna

Signature of Applicant: _____

Date: 6/30/2021

Print Name: Aaron F Belen

Signature of Architect: _____

Date: _____

Print Name: NA

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

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

THE MORRIE BIRMINGHAM LLC

27387 WOODWARD AVE
BERKLEY, MI 48072-0902

6/30/2021

PAY TO THE
ORDER OF

City of Birmingham

\$ **2,800.00

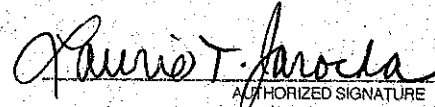
Two Thousand Eight Hundred and 00/100*****

DOLLARS

City of Birmingham
Clerk's Office
151 Martin St.
Birmingham MI 48009

MEMO

SLUP - 260 N Old Woodward Ave


AUTHORIZED SIGNATURE

⑈001718⑈ ⑆072403473⑆ 01382858005⑈

THE MORRIE BIRMINGHAM LLC

1718

Date	Type	Reference	Original Amt.	Balance Due	6/30/2021 Discount	Payment
6/30/2021	Bill		2,800.00	2,800.00		2,800.00
					Check Amount	2,800.00

Cash in Bank - Huntin SLUP - 260 N Old Woodward Ave

2,800.00



Tuscany & Montego

(Style C10, C101 and C20)

Installation Instructions



- It is the responsibility of the installer to meet all code and safety requirements, and to obtain all required building permits. The installer should determine and implement the installation techniques appropriate for each unique installation situation. Digger Specialties, Inc. and its distributors shall not be held liable for improper or unsafe installations.

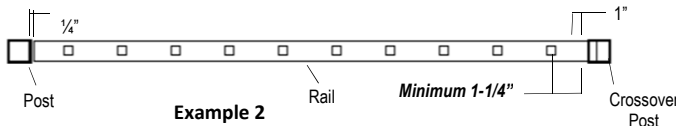
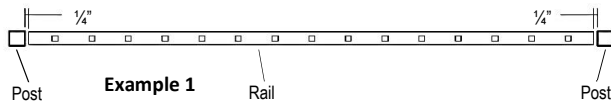
Standard (Level) Railing

Note: Top rail is 1" longer on each end to accommodate Crossover Railing.

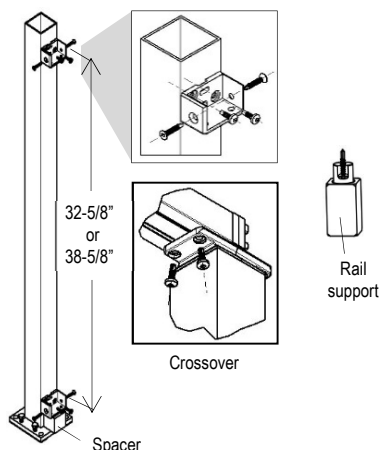
- Cut the rails to length by holding rails against posts. Position so there will be the same baluster spacing on each end of the rails if possible. Mark rails where they are to be cut. **Make sure rail is cut 1/4" shorter on each end to allow for mounts.** Cut rails (Example 1).

Crossover Railing- Cut bottom rail same as above. For top rail, make end spacing exactly 1" longer on all ends connecting to a line crossover (Example 2).

If connecting to a corner crossover cut the top rail the same the same as the bottom rail.



- Attach bottom wall mount to post by positioning the bottom rail so there is no more than 2" clearance. Keeping mount centered on post, fasten mount to post with pan head self-tapping screws (provided). A 1-3/8" spacer may be placed on the welded 3/8" plate of the post to reach the 2" clearance. Use a 1-1/4" spacer for posts with 1/2" plate.
- Attach top wall mount to post by measuring up 32-5/8" (for 36" tall railing) or 38-5/8" (for 42" tall railing) from the top of the bottom mount to the top of the top mount. Keeping mount centered on post, fasten mount to post with self-tapping pan head screws (provided).

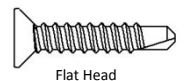
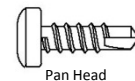


Standard (Level) Railing Cont'd

- Place bottom rail on clean flat surface. Using a rubber mallet, tap balusters into routed holes making sure balusters are seated all the way into the rail.
- Hold top rail at an angle above the balusters. Starting at one end feed first baluster into rail and tap lightly with a rubber mallet.
- Feed remaining balusters into top rail, tapping lightly with a rubber mallet as you move to the other end. Once all balusters are partially seated in rail tap with rubber mallet along full length of rail making sure all balusters are against the top rib of the rail.
- Fasten rail support to bottom side of bottom rail by inserting pan head self-tapping screw (provided) through center of threaded portion of support. This applies to all sections over 6' long.
- Place section into mounts. Fasten top and bottom rails through side of mount with flat head screw provided. Crossover railing- Fasten top rail to crossover adaptor with pan head screws provided.
- Carefully align mount cover on mount base before applying even, downward pressure to snap cover into place. (Mount Covers can be damaged if the above process is not followed).
- Attach 2 piece flairs to all posts.
 - Separate two piece flair.
 - Slide u-shaped flair around bottom of post.
 - Use rubber mallet to tap flair together.

Angle (Swivel) Mount

- Position bottom swivel mount base so the bottom of the rail has no more than a 2" clearance. **NOTE: A 1 1/8" spacer may be placed on the welded 3/8" plate of the post to reach the 2" clearance. 1 1/4" spacer for 1/2" plate.**
 - Measure up 32 5/8" (for 36" tall railing) or 38 5/8" (for 42" tall railing) from top of bottom mount to top of top mount.
- Keep base of mount centered and pin hole turned down, fasten base to post with pan head self-tapping screws (provided).
- Angle the swivel mount after it is installed on post. Measure from back of cup at one end to back of cup at other end to determine rail length. Cut rails.
- Assemble sections as specified in Standard (Level) railing steps 4-10.



Tuscany & Montego

(Style C10, C101 and C20)

Installation Instructions



- It is the responsibility of the installer to meet all code and safety requirements, and to obtain all required building permits. The installer should determine and implement the installation techniques appropriate for each unique installation situation. Digger Specialties, Inc. and its distributors shall not be held liable for improper or unsafe installations.

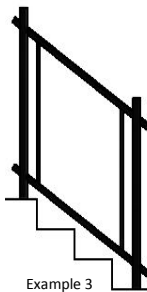
Stair Railing

Important: Rails have to be positioned in the correct direction prior to cutting. If rails are not in the correct position they may be cut incorrectly and balusters will not line up. Rails will have a small hole at one end that indicates the lower end of the stairs.

- Identify top and bottom stair rails.
- Cut balusters at angle of stairs on both ends. (Overall length of baluster will not change.)

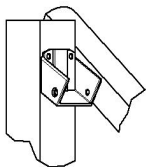
- Lay bottom rail beside posts with approximately 1" clearance (use 1" spacer) between the rail and nose of step. Insert a baluster into the last hole on each end. Place top rail on these balusters.

- Position rails against posts and even the end spacing on each end, **if possible**, with balusters parallel to the post. Clamp rails to post (Example 3.) Mark rails for cutting. Mark posts for each mount position (Example 4). Cut rails 3/16" shorter than mark on each end. Rails should be cut using a straight cut (Example 5).

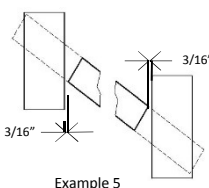


Example 3

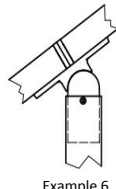
- Crossover Railing:** For crossover stairs set stair crossover kit next to rails that are fastened to post to determine what height to cut post. Mark post and cut. Set crossover connector in post and fasten at proper height with self-tapping pan head screws provided. Set correct angle for crossover connector to match railing and tighten nut. Cut bottom rails same as above in step 3 (Example 3). Mark top rails to cut making sure it fits snug into the crossover connector (Example 6).



Example 4



Example 5



Example 6

- Attach mounts to post with pan head self-tapping screws (provided).
- Place bottom rail on clean flat surface. Insert balusters into bottom rail. Seat completely into bottom rail by tapping with rubber mallet.
- Hold top rail at an angle above balusters. Starting at one end feed first baluster into top rail and tap lightly. Feed remaining balusters into rail, tapping lightly as you move to the other end. Once all balusters are partially seated in top rail, go back and tap along full length of the top rail making sure all balusters are seated against top rib.
- Place section into mounts. Fasten top and bottom rails through side of mount with flat head screw provided. Crossover railing- Fasten top rail to crossover adaptor with pan head screws provided.

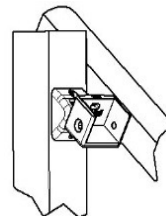
Stair Railing Cont'd

- Carefully align mount cover on mount base before applying even, downward pressure to snap cover into place. (Mount Covers can be damaged if the above process is not followed).
- Attach 2-piece flairs to all posts. See step 10 of Standard (Level) Railing section.

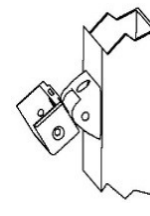
Swivel Stair Mount

Identify top and bottom rails, top swivel mount and bottom swivel mount.

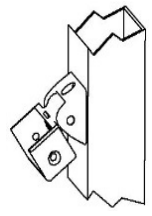
- Lay bottom rail (with approximately 1" clearance from the nose of the steps) beside the posts. Determine where the end holes will be on each end and place a baluster in those holes. Place top rail on these balusters. Holding rails against posts, determine end spacing making sure end spacing is even between post and balusters. Clamp rails to post (Example 1). Hold swivel stair mounts up against posts and beside the rail to determine where rails are to be cut to fit inside the swivel stair mounts. Mark posts for each stair swivel mount position (Example 7). **NOTE: This will vary depending on angle of stairs.** Cut rails. Cut top rail at same length as bottom rail unless using crossover application.
- Attach bottom swivel mount base so the bottom rail has approximately 1" clearance from the nose of the step. (**NOTE: A 1" spacer may be placed on the nose of the step to reach the 1" clearance.**) Fasten base to post with pan head self-tapping screws (provided).
- Attach top swivel mount base to post using pan head self-tapping screws (provided).
- Follow Stair Railing steps 7-11 for assembly of section.



Example 7



Top Stair Swivel Mount



Bottom Stair Swivel Mount

Tuscany Aluminum Railing



Tuscany (C10)
3/4" x 3/4" Square Baluster



Tuscany (C101)
3/4" Round Baluster

CCRR-0163 Complies with IBC, IRC, and FBC. Miami-Dade County Approved for 4' through 6' Sections.
For code compliance information visit westburyrailing.com

Tuscany Series Boxed Kit Specifications

Boxed Kits Include: Rails, Balusters, Mounts (4), and Installation Instructions.



Section Type	Length					Height	
	4'	5'	6'	7'	8'	36"	42"
Straight	•	•	•			•	•
Straight w/Rail Support				•	•	•	•
Stair	•	•	•	•	•	•	•

Tuscany (C10) Assembled Specifications

Assembled sections (square balusters) are available in four Powdered Coated Colors: Black Fine Texture, Bronze Fine Texture, White Fine Texture, and Gloss White.



Section Type	Length					Height	
	4'	5'	6'	7'	8'	36"	42"
Straight		•	•			•	•
Straight w/Rail Support				•	•	•	•
Stair			•		•	•	•



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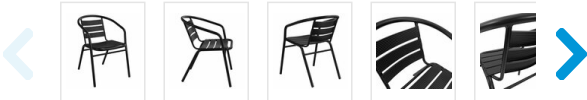
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OUTDOOR RESTAURANT FURNITURE

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Aviator Collection Outdoor Aluminum Chair in Black

East Coast Chair & Barstool

★★★★★ (No reviews yet) [Write a Review](#)

SKU: W-AL202CH-BLK Shipping: [LTL Freight](#) Usage: Outdoor

- Aluminum Frame
- Stackable for Easy Storage
- Nylon Floor Glides
- 1-Year Limited Warranty

\$64.99 1

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Product Description Specifications FAQs Reviews Related Products Customers Also Viewed

PRODUCT DESCRIPTION

Modernize your outdoor area with a sleek black look with the Aviator Collection Chair! With a durable 28mm X 1.5mm black aluminum frame, it boasts of commercial-grade strength. Also comes with nylon floor glides. This chair is lightweight yet sturdy, making it a great choice for flexibility in your design or for easy storage during the off season.

- Made of aluminum
- Sleek black design
- Fully assembled
- Stackable
- Nylon floor glides
- 1-year limited warranty. Please view our [full warranty page](#) for more details.



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Palazzo Collection
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\$99.99



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\$114.99



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- East Coast Chair & Barstool
- Regal Seating
- ECCB Outdoor
- BFM Seating
- Florida Seating
- Grosfillex
- Leisure Craft
- Plantation Prestige
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East Coast Chair & Barstool
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Mercer, PA 16137
Call us at (800) 986-5352

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Birmingham, Michigan 48009
t:248.554.9500
Contact Person: Kevin Biddison
e.mail: kb@biddison-ad.com

PROPOSED BUILDING RENOVATION FOR:
The Morrie

PROJECT LOCATION:

260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009
ZONED: D-4 OVERLAY

APPLICANT INFORMATION

AFB HOSPITALITY GROUP LLC
27387 WOODWARD AVE.
BERKLEY MI 48072

T. 248.629.9221X201.
E. AFB@AFBHOSPITALITYGROUP.COM

GENERAL CONTRACTOR:

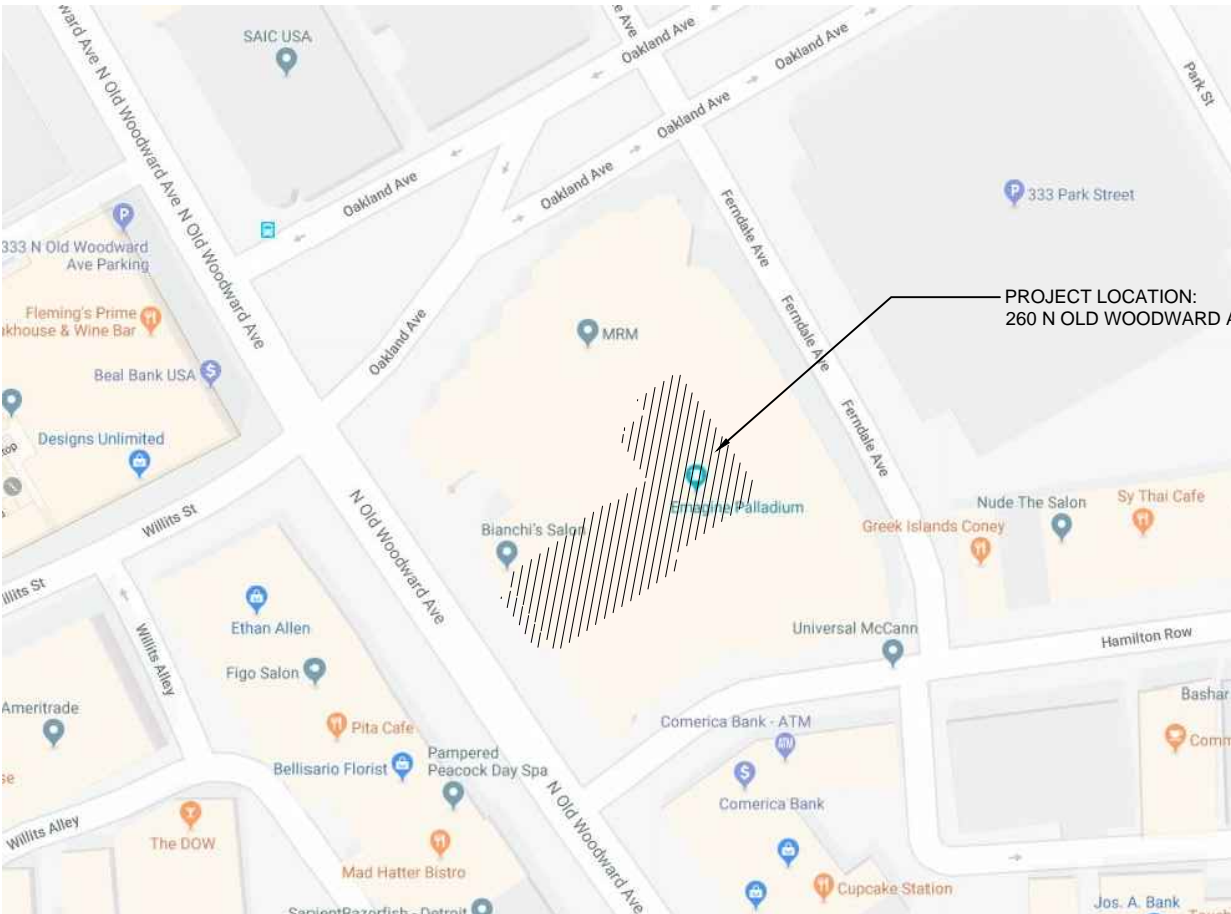
TOWER CONSTRUCTION
3883 TELEGRAPH RD., SUITE 200 .
BLOOMFIELD TWP., MI 48302

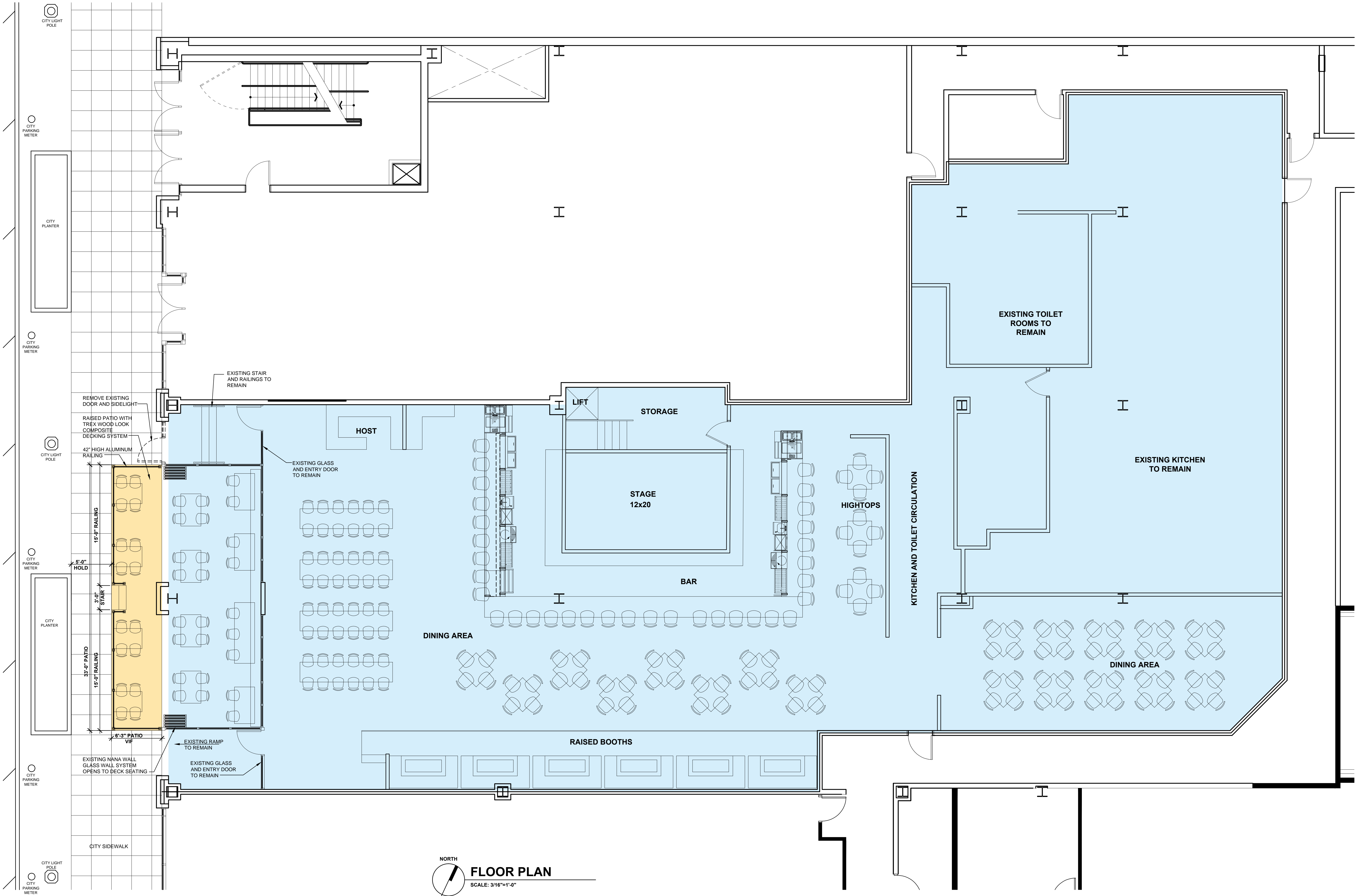
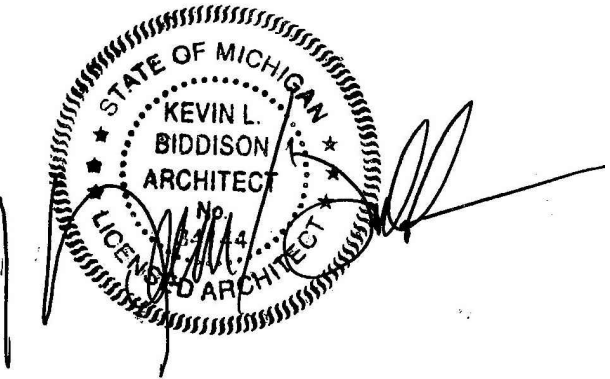
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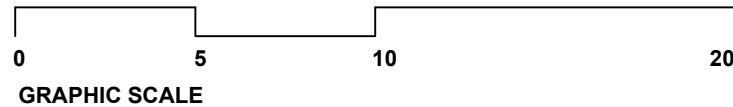
T.101	TITLE SHEET
A.101a	FLOOR PLAN
A.101b	FLOOR PLAN - DANCE FLOOR
A.201	EXTERIOR ELEVATION
A.301	INTERIOR PERSPECTIVE IMAGES
A.302	INTERIOR PERSPECTIVE IMAGES
A.303	INTERIOR PERSPECTIVE IMAGES

FIRE SUPPRESSION NOTE:
THE BUILDING IS PROVIDED WITH A FULLY AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEM INSTALLED (FIRE SUPPRESSION SYSTEM) - WORK WILL BE DESIGNED TO MEET M.B.C. REQUIREMENTS AND CITY OF BIRMINGHAM INSPECTION & PERMIT APPROVAL. FACTORY MUTUAL STANDARDS AND SPECIFICATIONS SHALL ALSO BE USED WHERE NOT OTHERWISE IN CONFLICT WITH LOCAL STANDARDS. SPRINKLER CONTRACTOR SHALL BE FULLY LICENSED AND BE RESPONSIBLE FOR PREPARATION OF ENGINEERED DRAWINGS. SUBMISSION OF DRAWINGS TO ALL LOCAL AND STATE AGENCIES FOR APPROVAL AND FOR COORDINATION OF REQUIREMENTS WITH OWNERS AND TENANTS INSURANCE CARRIER.





NORTH
FLOOR PLAN
SCALE: 3/16"=1'-0"



Consult

Project

PROPOSED BUILDING RENOVATION F

THE MORRIE

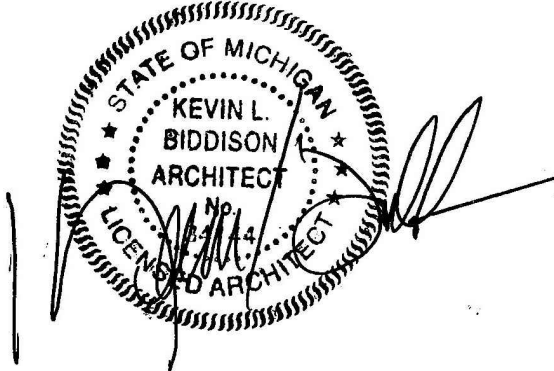
260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

Issued c

SLUP AMENDMENT 05.16.18

Sheet

FLOOR PLAN
- DANCE FLOOR

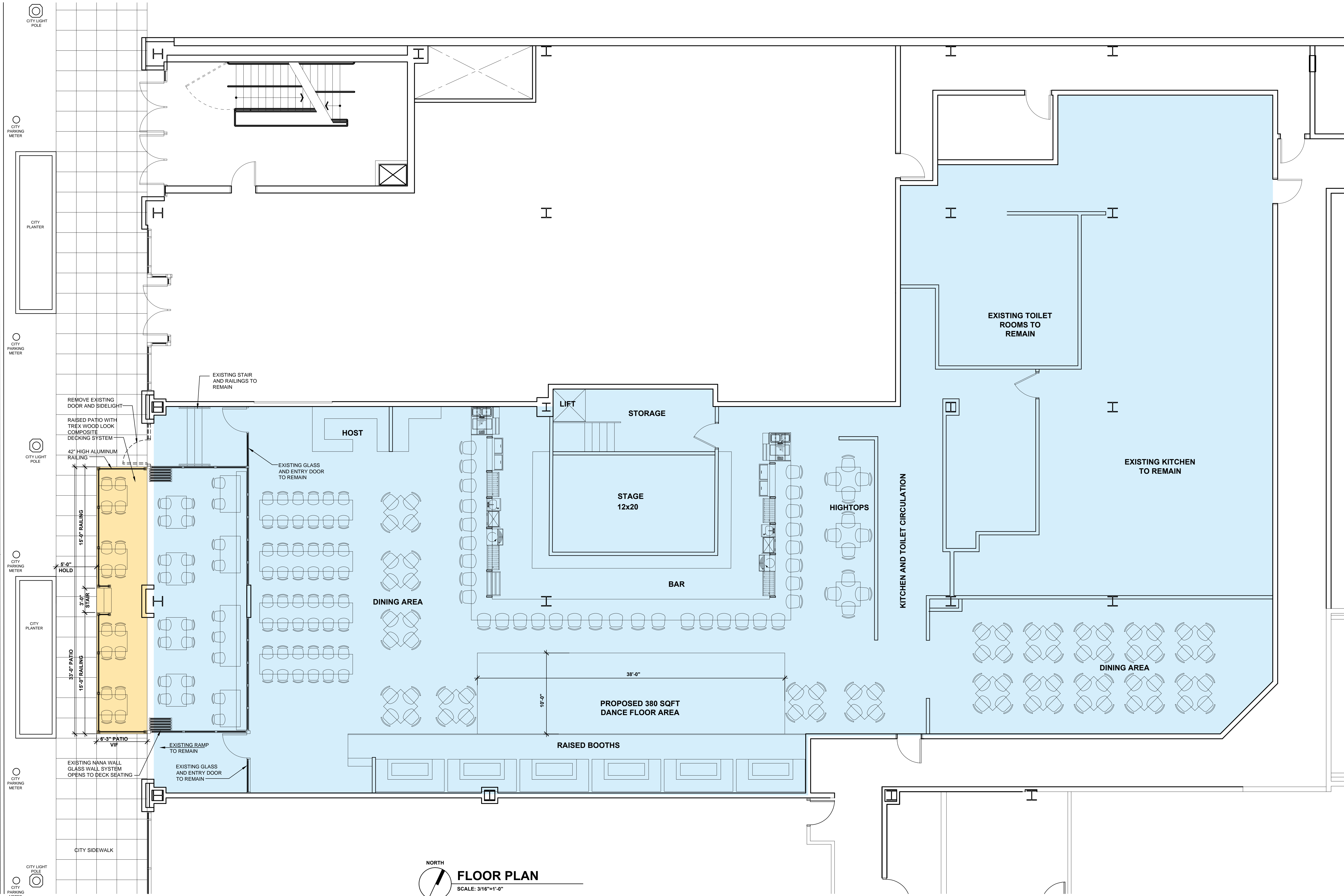


Project

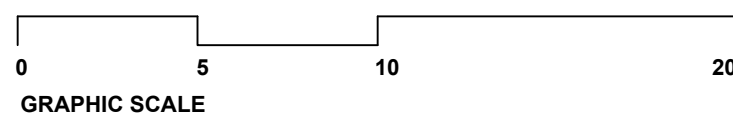
2010.17

Sheet

A.101b



NORTH
FLOOR PLAN
SCALE: 3/16"=1'-0"





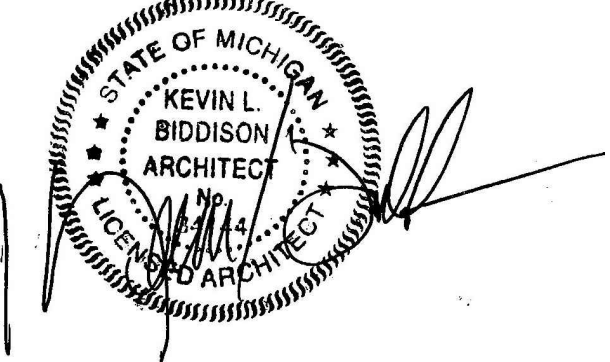
EXTERIOR PATIO PERSPECTIVE

FOR REFERENCE NOT TO SCALE



EXTERIOR ELEVATION

FOR REFERENCE NOT TO SCALE





INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE

Consultant

Project title

PROPOSED BUILDING RENOVATION FOR
THE MORRIE

260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

Issued drc

SPECIAL LAND USE
PERMIT 02.01.18
SLUP AMENDMENT 05.16.18

Sheet title

INTERIOR
PERSPECTIVE
IMAGES



Project no

2010.17

Sheet no

A.302



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE

PROPOSED BUILDING RENOVATION FOR
THE MORRIE

260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

SLUP AMENDMENT 05.16.18

INTERIOR
PERSPECTIVE
IMAGE



2010.17

A.303

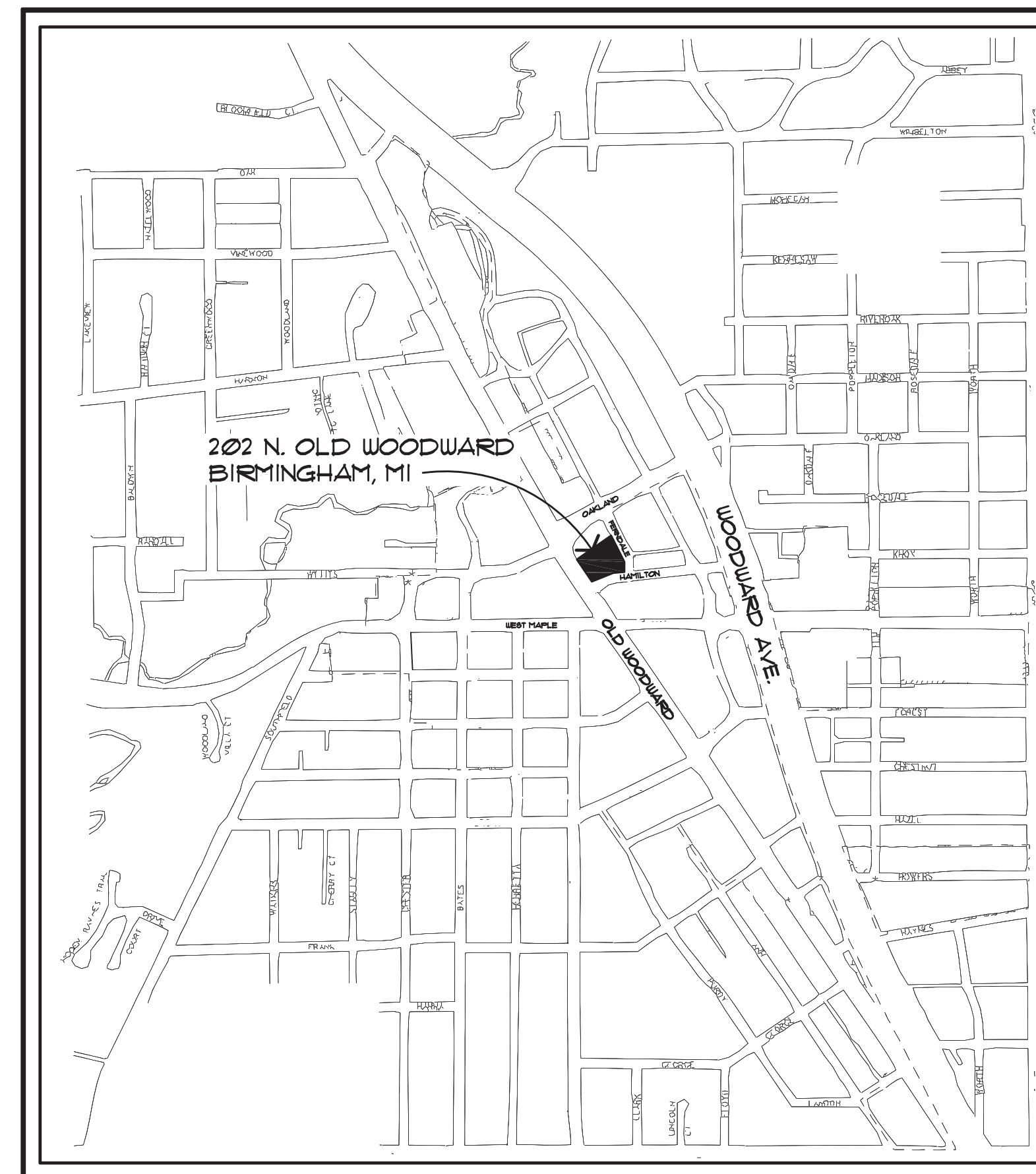


PALLADIUM

BIRMINGHAM, MICHIGAN

BUILDING OWNER/DEVELOPER:
A.F. JONNA DEVELOPMENT
4036 TELEGRAPH RD. SUITE 201
BLOOMFIELD HILLS, MI 48302
(248) 593-6200 FAX: (248) 593-6203

ARCHITECT:
JPRA ARCHITECTS
31993 WEST TWELVE MILE RD. SUITE 180
FARMINGTON HILLS, MI 48331
(248) 737-0180 FAX: (248) 737-9161



LOCATION MAP
CITY OF BIRMINGHAM

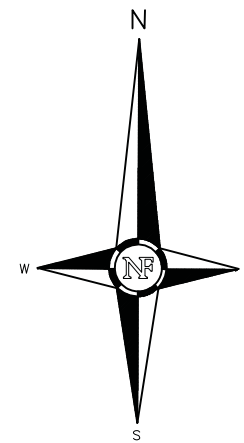
(NOT TO SCALE)



INDEX OF DRAWINGS

SHEET NUMBER	DRAWING TITLE
CS	COVER SHEET
1	ALTA/ACSM LAND TITLE SURVEY
A.101	ARCHITECTURAL SITE PLAN
A.102	LOWER LEVEL FLOOR PLAN
A.103	STREET LEVEL FLOOR PLAN
A.104	SECOND LEVEL FLOOR PLAN
A.105	FOURTH LEVEL FLOOR PLAN
A.106	THIRD LEVEL FLOOR PLAN
A.107	FIFTH LEVEL FLOOR PLAN
A.108	ELEVATIONS
A.109	ELEVATIONS

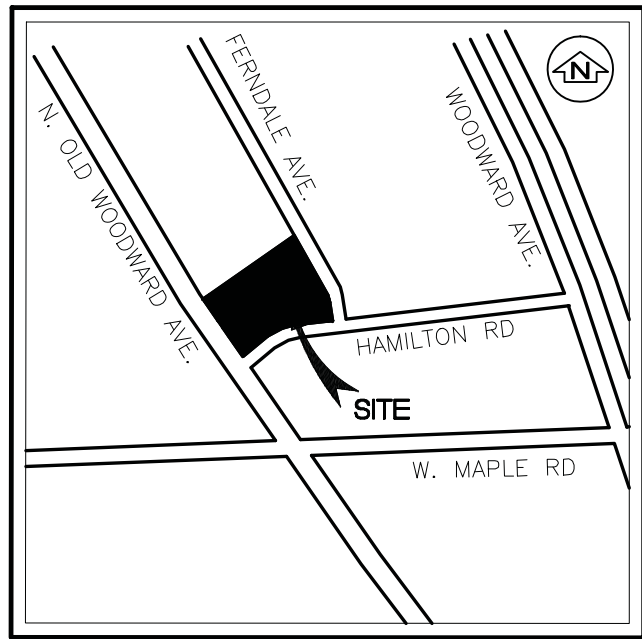
PRELIMINARY SITE PLAN APPROVAL
APRIL 04, 2014
MAY 05, 2014 - REV



LEGEND

ASPH = Asphalt
C = Cable
CATV = Cable TV/Box/Riser
CB = Catch Basin
CO = Clean Out
CONC = Concrete
E = Electric
EM = Electric Meter
EC = Electric Conduit/Riser
F.I. = Found Iron
G = Gas
GL = Ground Light
GP = Guard Post
GV = Gate Valve
HYD = Hydrant
LP = Light Pole
L/S = Landscape
MH = Manhole
MON. = Monument
MW = Monitor Well
OH LINES = Overhead Lines
P = Phone/Box/Riser
PH = Physically Handicapped
PIV = Post Indicator Valve
P/L = Property Line
PM = Parking Meter
ROW = Right of Way
SAN = Sanitary Sewer
SB = Stop Box (Water)
S.I. = Set Iron
SO = Shutoff (Water)
STM = Storm Sewer
TRANS = Transformer
UP = Utility Pole
WM = Water Main
(R) = Record Measurement
(M) = Surveyed Measurement
(C) = Calculated

20 0 10 20 40
GRAPHIC SCALE 1"=20'



LOCATION MAP

LEGAL DESCRIPTION

Land Situated in the City of Birmingham in the County of Oakland in the State of MI
PARCEL 1:

Part of Lots 50, 53, 56 and 57, ASSESSOR'S PLAT NO. 21, according to the recorded plat thereof, as recorded in Liber 54 of Plats, page 19, Oakland County Records, beginning at the Southwest corner of Lot 51, thence North 35 degrees 11 minutes 35 seconds West 128.29 feet, thence North 54 degrees 51 minutes 55 seconds East 222.63 feet, thence South 30 degrees 00 minutes 55 seconds East 132.74 feet, thence South 08 degrees 33 minutes 06 seconds East 52.76 feet, thence South 82 degrees 28 minutes 25 seconds West 110.96 feet, thence South 54 degrees 39 minutes 25 seconds West 88.72 feet to Beginning. Also all of Lots 51, 52, 58 and 59 of said Subdivision.

PARCEL 2:

Part of Lots 53, 56 and 57 of ASSESSOR'S PLAT NO. 21, according to the plat thereof recorded in Liber 54 of Plats, Page 19, Oakland County Records, described as: Beginning at a point distant 128.29 feet from the Southwest corner of Lot 51; thence North 35 degrees 11 minutes 35 seconds West 25 feet; thence North 54 degrees 51 minutes 55 seconds East 224.90 feet; thence South 30 degrees 00 minutes 55 seconds East 25.10 feet; thence South 54 degrees 51 minutes 55 seconds West 222.63 feet.

Tax Id No. 19-25-453-011

BASIS OF BEARING NOTE

The basis of bearing for this survey was established by the legal description of record

TITLE NOTES

Subject to:

9. Right of Way granted to The Detroit Edison Company recorded February 22, 1973 in Liber 6249, Page 128, as to Parcel 2. [A building has been constructed over said easements after this document was created. The approximate location of said easements are plotted hereon. The client needs to verify with The Detroit Edison Company to determine if these easements still exist.]

All exceptions shown or noted on this survey were obtained from Title Commitment No. 58689227, with an effective date of 12-09-2013, issued by Title Source, Inc.

SITE DATA

Gross Land Area: 36,542 Square Feet or 0.84 Acres.

Zoned: B4 (Business-Residential)

Building Setbacks:

Front= 0'

Sides= 0' for commercial, office or parking stories.

0' for residential stories with walls facing side lot lines which do not contain windows or front on a street

10' when any wall in residential stories which contain windows and when side lot lines abut a street.

Rear= 10 feet when the rear open space abuts a P, B1, B2, B2B, B2C, B3, B4, O1, or O2 Zoning District.

20 feet when adjacent to a residential zoning district

Max. Building Height permitted: 5 stories/60'

Total Parking: No onsite parking.

The above setback & height requirements were obtained from the City of Birmingham Zoning Ordinance.

A surveyor cannot make a certification on the basis of an interpretation or opinion of another party. A zoning endorsement letter should be obtained from City of Birmingham to insure conformity as well as make a final determination of the required building setback requirements.

FLOOD HAZARD NOTE

The Property described on this survey does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency; the property lies within Zone X of the Flood Insurance Rate Map identified as Map No. 26125C0537F bearing an effective date of 09-29-2006.

CEMETERY NOTE

There was no observable evidence of cemeteries or burial grounds within the subject property.

UTILITY NOTE

All utilities are underground unless otherwise noted.

The utilities shown on this survey were determined by field observation. All locations are approximate. The location of any other underground services which may exist can only be depicted if a Utility Plan is furnished to the surveyor.

SURVEY NOTES

There was no observable evidence of current earth moving work, building construction or building additions.

There are no known proposed changes in street right-of-way lines available from the controlling jurisdiction.

There was no observable evidence of recent street or sidewalk construction or repairs.

There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill.

There was no observable evidence of wetlands within the subject property as of the date of completion of the field work.

SURVEYOR'S CERTIFICATION

To:

Associated Bank
The Palladium of Birmingham, LLC
Title Source, Inc.
Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a), 7(b), 7(c), 8, 9, 10(a), 11(a), 13, 16, 17, 18, 19, 20(a) and 21 of Table A thereof.

The field work was completed on 01-15-2014.

Kevin Navaroli, P.S.
No. 53503
Dated: 01-31-2014
Revised: 03-06-2014



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS
ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342
TEL. (248) 332-7931
FAX. (248) 332-8257
EMAIL: rfraus@nowakfraus.com

PROJECT

Palladium

PROJECT LOCATION

No. 250-270 N. Old
Woodward Avenue & 201
Hamilton Road
Part of the S.W. 1/4 of
Section 10, T.2N., R.10E.,
City of Birmingham, Oakland
County, MI

SHEET

ALTA/ACSM
Land Title Survey

REVISIONS

03-06-2014 Rev. Certificate

DRAWN BY:

D.MCCONKEY

APPROVED BY:

K.N./R.FRAUS

EMAIL:

rfraus@nowakfraus.com

DATE ISSUED:

01-31-2014

SCALE:

1"=20'

NFB JOB NO.

H888

SHEET NO.

1

Subject:
**ARCHITECTURAL
SITE PLAN**

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com

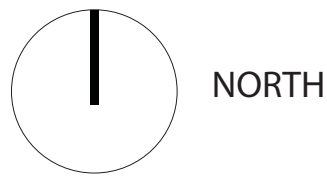
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1787
Package Series
A.101
Sheet No.



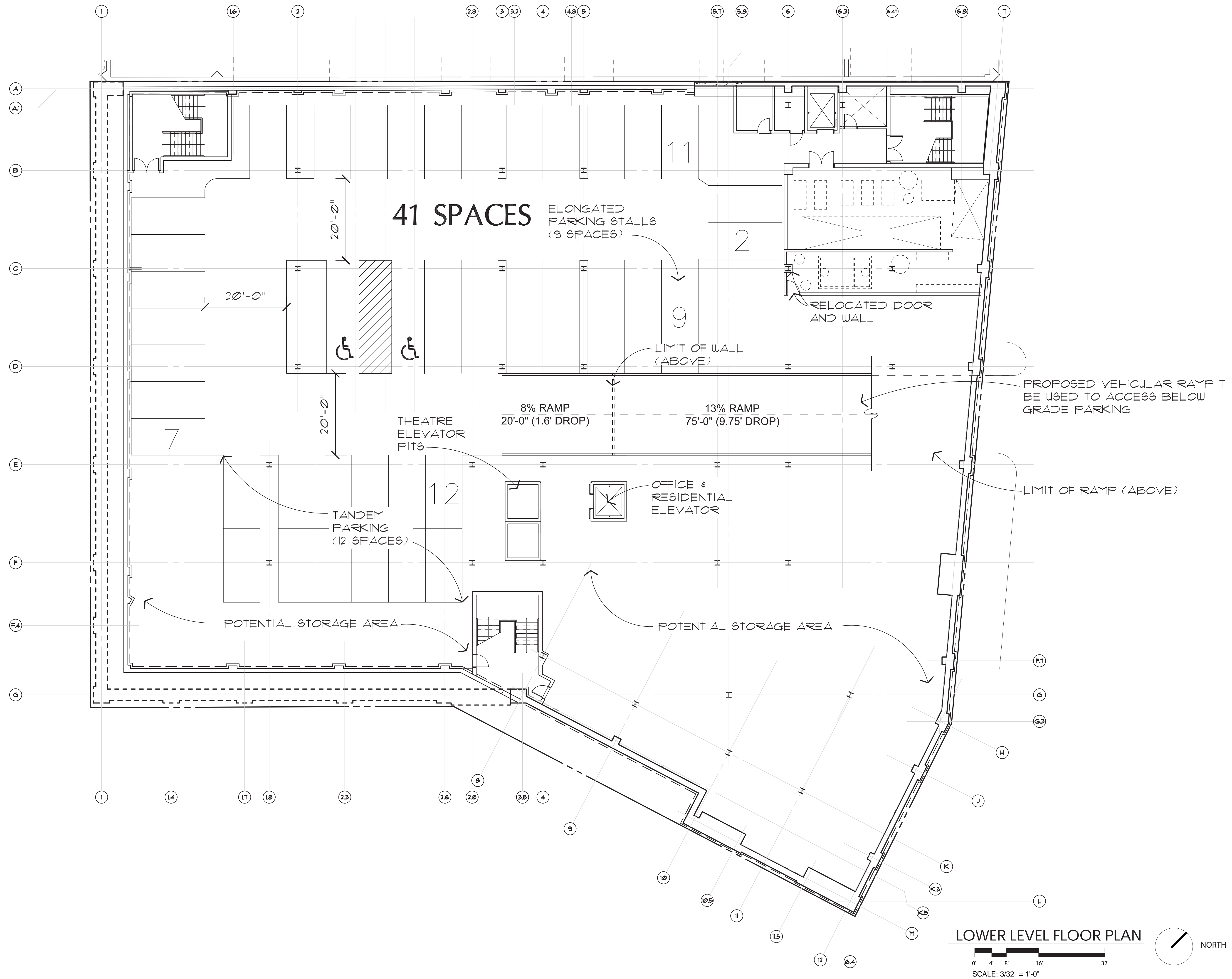
ARCHITECTURAL SITE PLAN

0' 20' 40' 80'

SCALE: 1" = 20'-0"



Subject:
**LOWER LEVEL
FLOOR PLAN**



Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

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39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com

Job No:
1787
Package Series Sheet No.
A.102

N. OLD WOODWARD AVE

OAKLAND AVE

FERNDAL AVE

HAMILTON RD

A-101
TENANT
3,594 SF

A-103
TENANT
7,669 SF

A-105
TENANT
3,729 SF

A-106
TENANT
996 SF

A-107
TENANT
6,683 SF

LOBBY

SERVICE
ELEVATOR

STORAGE
&
SUPPORT
SPACE

SERVICE &
LOADING

STORAGE & SUPPORT
SPACE

THEATRE
ELEVATORS

OFFICE &
RESIDENTIAL
ELEVATOR

LIMIT OF RAMP
(BELOW)

13% RAMP
75'-0" (9.75' DROP)

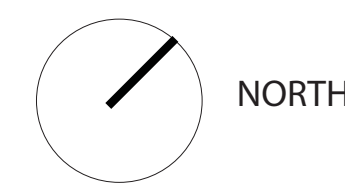
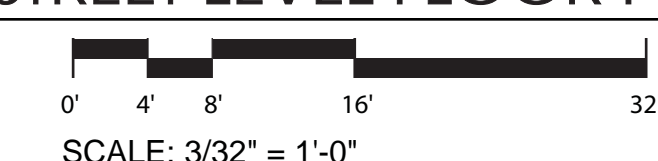
8% RAMP
20'-0" (1.6' DROP)

EXISTING LOADING / SERVICE
CURB CUT

PROPOSED
CURB CUT

PROPOSED VEHICULAR RAMP T.
BE USED TO ACCESS BELOW
GRADE PARKING

STREET LEVEL FLOOR PLAN



Do not scale prints. Use figured dimensions.
©2007 JPRA Architects

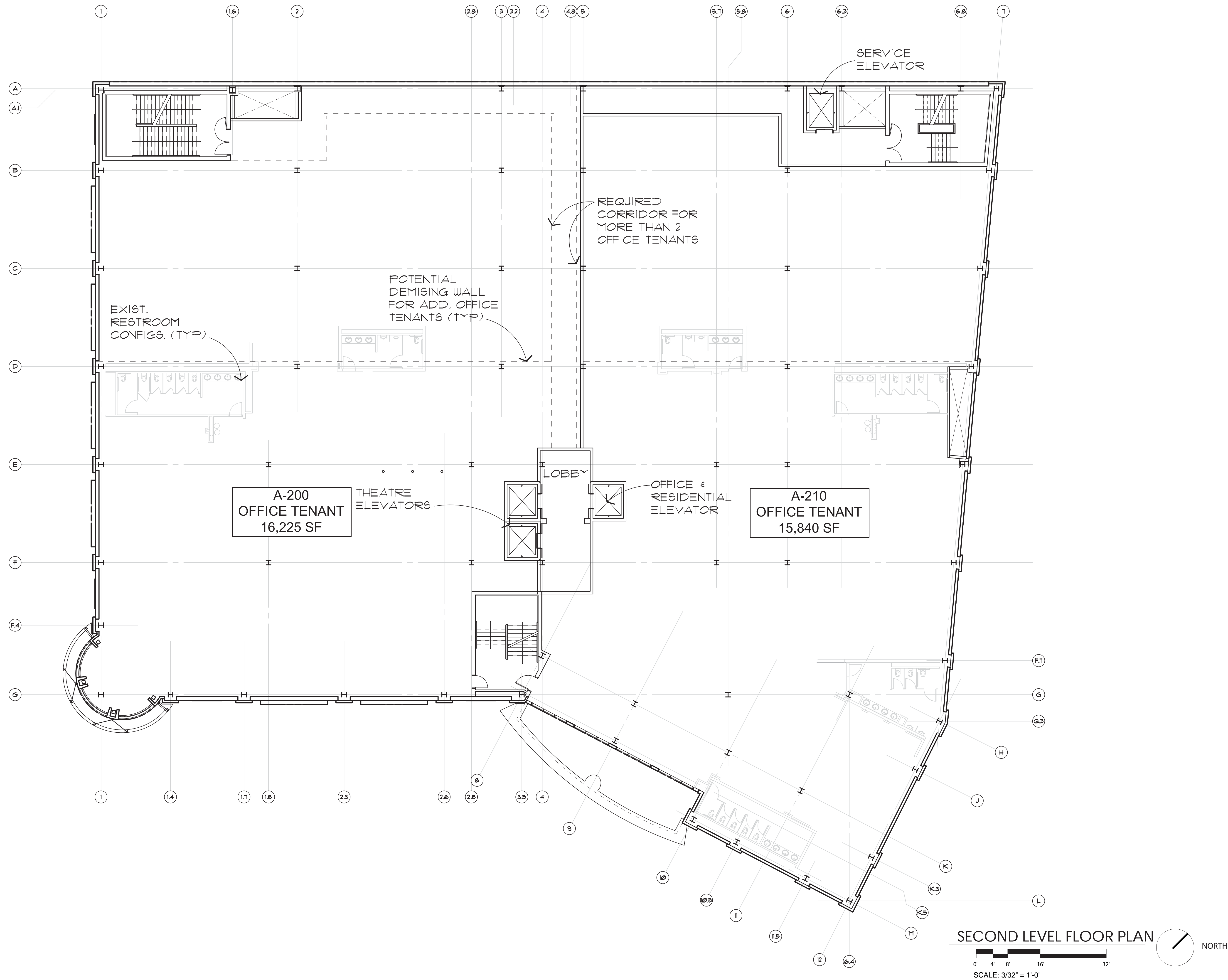
Issued For:
APRIL 04, 2014
MAY 05, 2014 - REV

Subject:
STREET LEVEL
FLOOR PLAN

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com

Job No:
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A.103

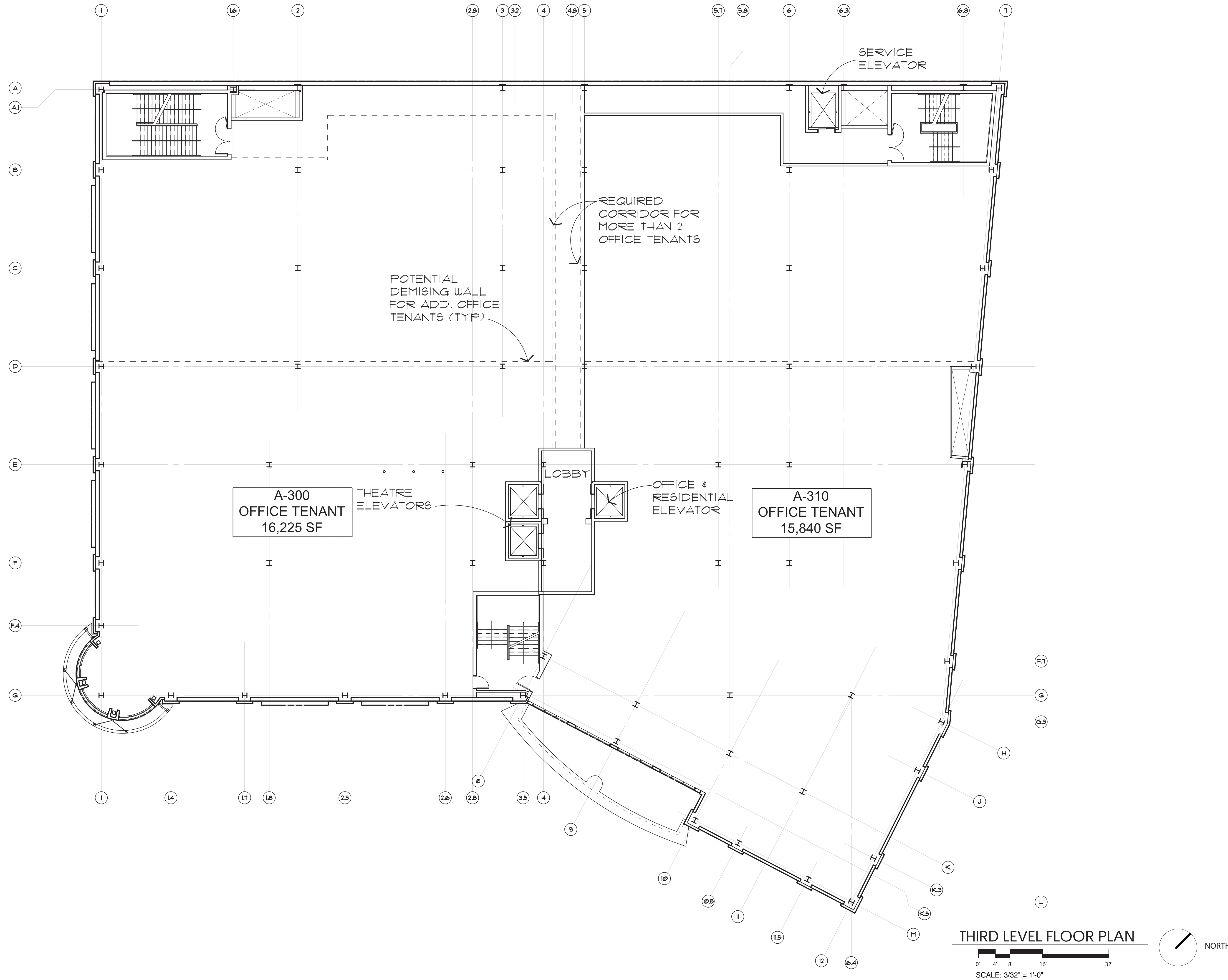


Subject:
**SECOND LEVEL
FLOOR PLAN**

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com

Job No:
1787
Package Series Sheet No.
A.104

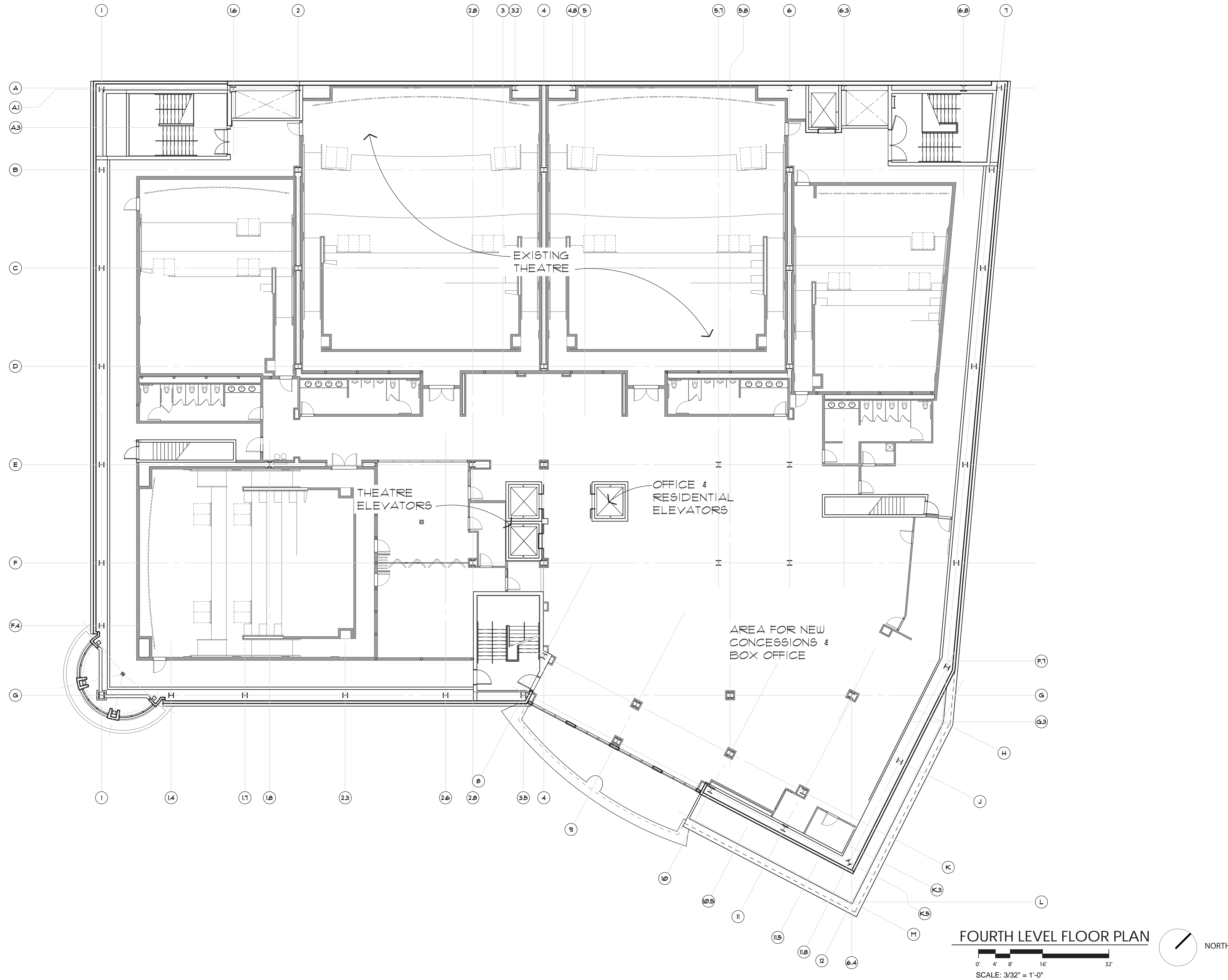


Subject:
THIRD LEVEL
FLOOR PLAN

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
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Job No:
1787
Package Series
A.105
Sheet No.

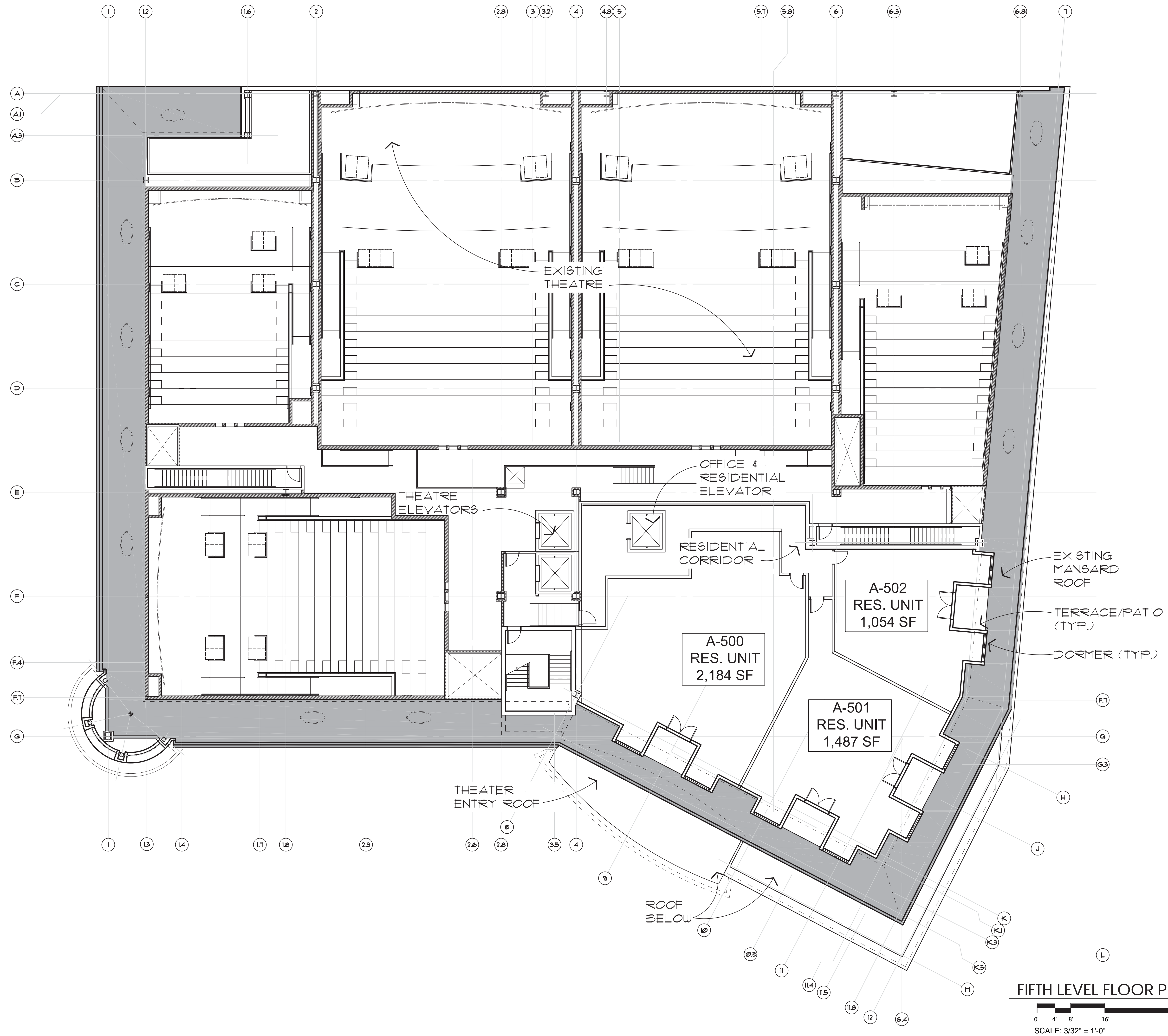


Subject:
**FOURTH LEVEL
FLOOR PLAN**

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com

Job No:
1787
Package Series
A.106
Sheet No.



Subject:
**FIFTH LEVEL
FLOOR PLAN**

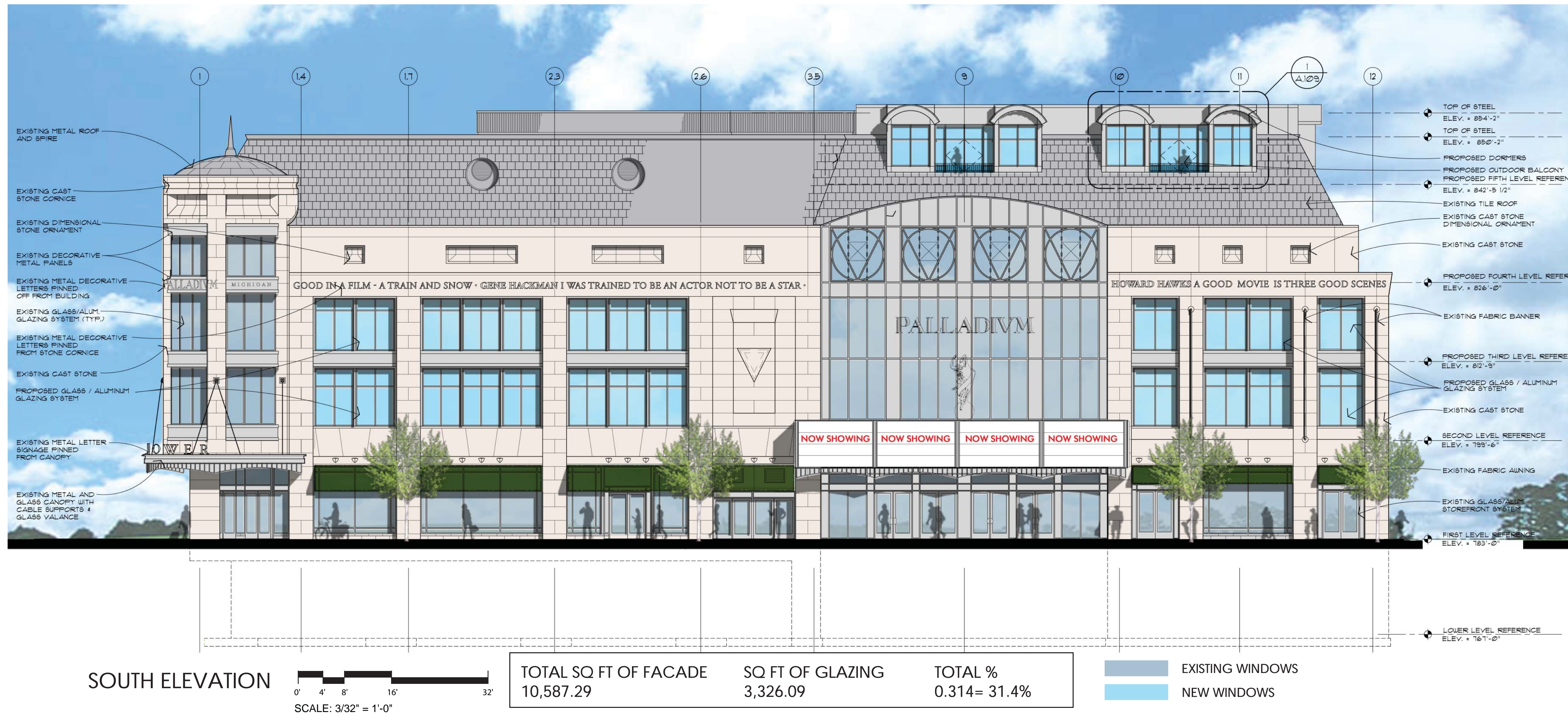
Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jp architects.com

Job No:
1787
Package Series
A.107
Sheet No.



EXISTING CONDITIONS PHOTOS



Subject:
ELEVATIONS

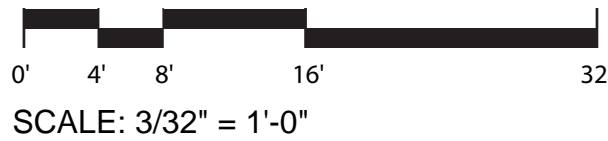
Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jp architects.com

Job No:
1787
Package Series
A.108
Sheet No.



EAST ELEVATION



TOTAL SQ FT OF FACADE	SQ FT OF GLAZING	TOTAL %
10,571.63	2,513.68	0.238 = 23.8%

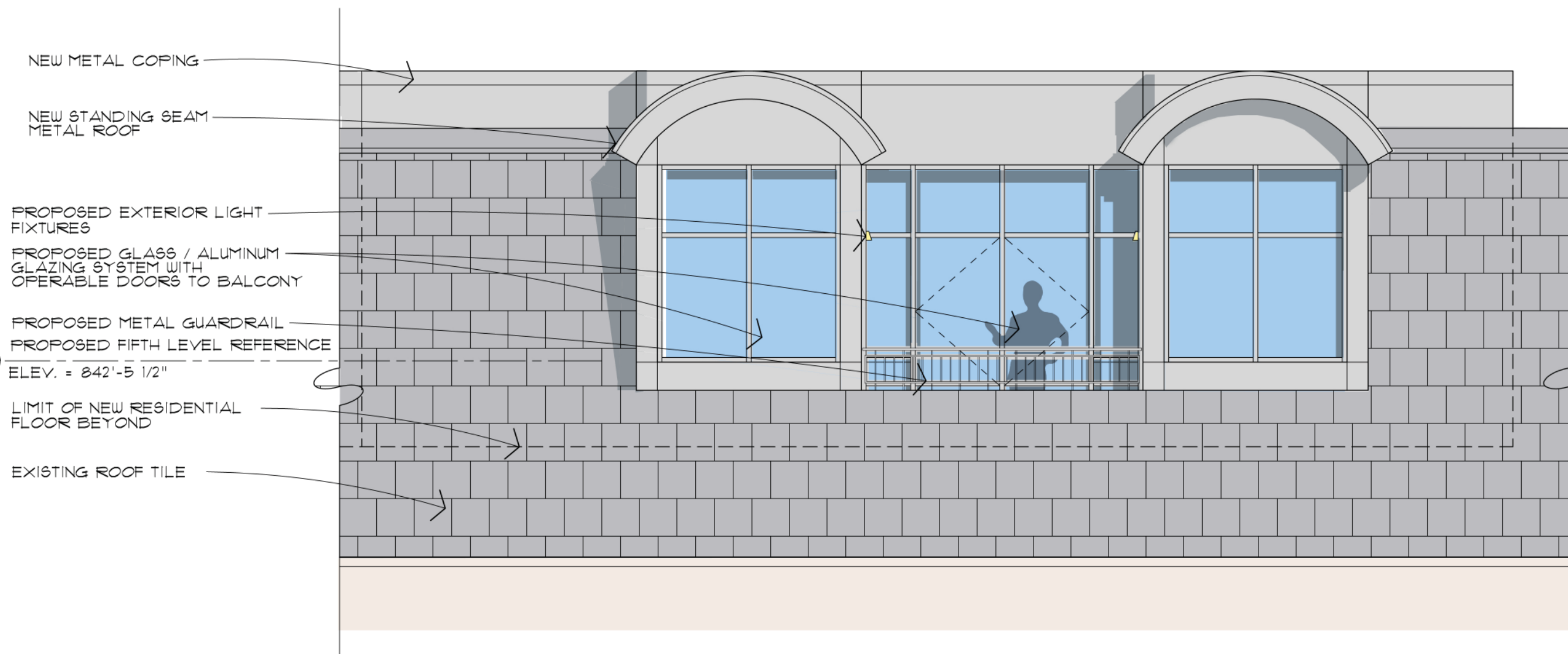
EXISTING WINDOWS
NEW WINDOWS

Downtown Birmingham Overlay District:
Article 03

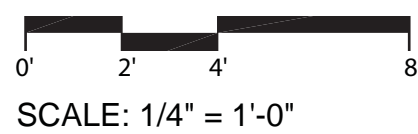
A-3. D4 Zone (four or five stories)

E-1. Architectural Standards. At least 90% of the exterior finish material on all facades that face a street - limited to glass, brick, cut stone, coarsly textured stucco, or wood.

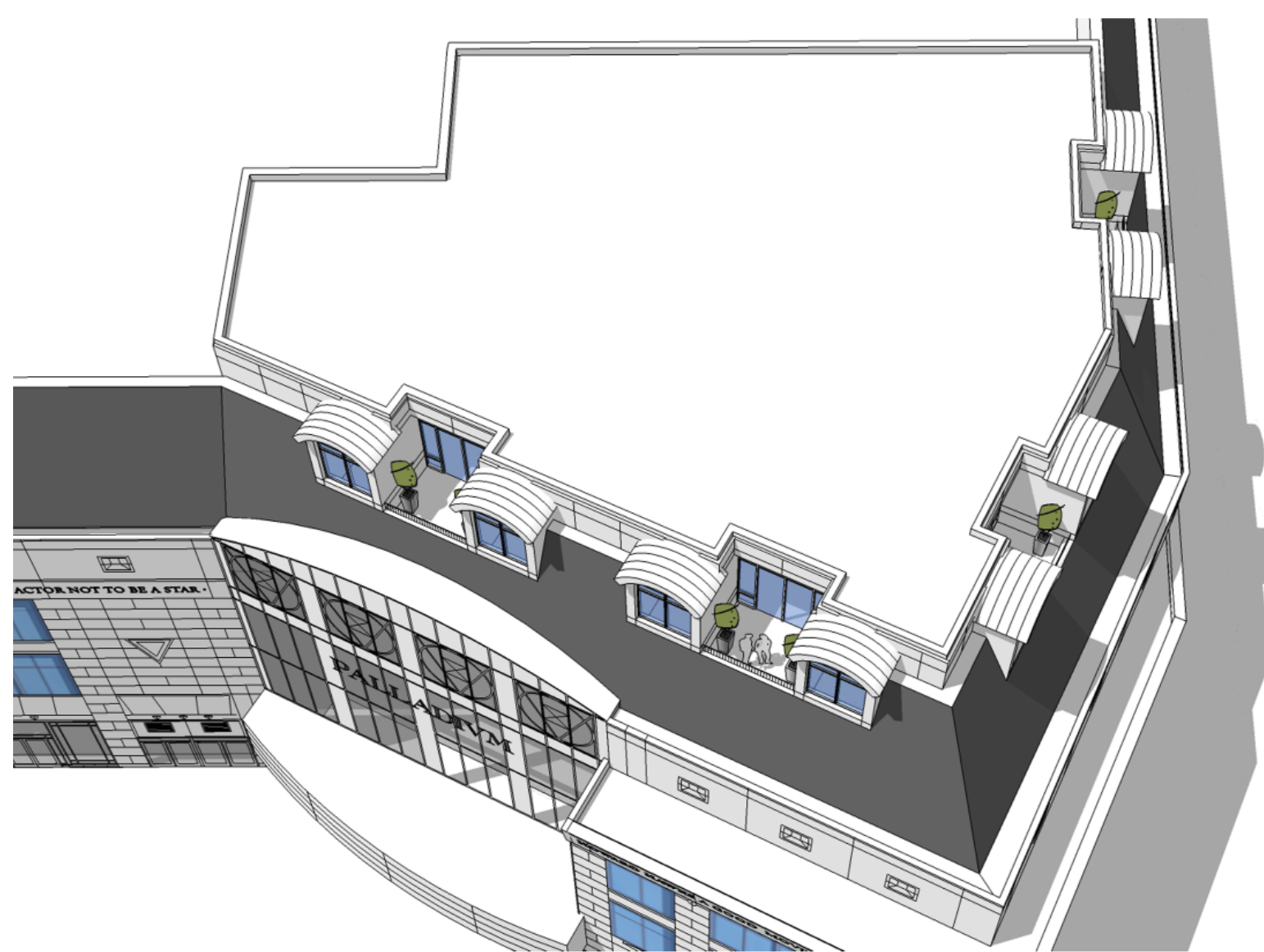
E-6. The Glazed area of a facade above the first floor shall not exceed 35% of the total area.



1 BALCONY DETAIL



CONCEPT PERSPECTIVES



EXISTING CONDITIONS PHOTOS



Subject:

ELEVATIONS

Project:

PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS

39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jp architects.com

Job No:

1787

Package Series

A.109

Sheet No.



STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067-0925
P. 248.546.6700
F. 248.546.8454
WWW.STUCKYVITALE.COM

Project :

PALLADIUM
BUILDING RENOVATION
NO. 250-270 N. OLD
WOODWARD AVENUE +
201 HAMILTON ROAD
BIRMINGHAM, MI 48009

Issued for :

BID PACK #1	10.24.14
BID PACK #2	11.07.14
BID PACK #3	11.21.14
BID PACK #5	03.06.15
BULLETIN #1	06.01.15



Drawn by :
KAW

Checked by :
JJR

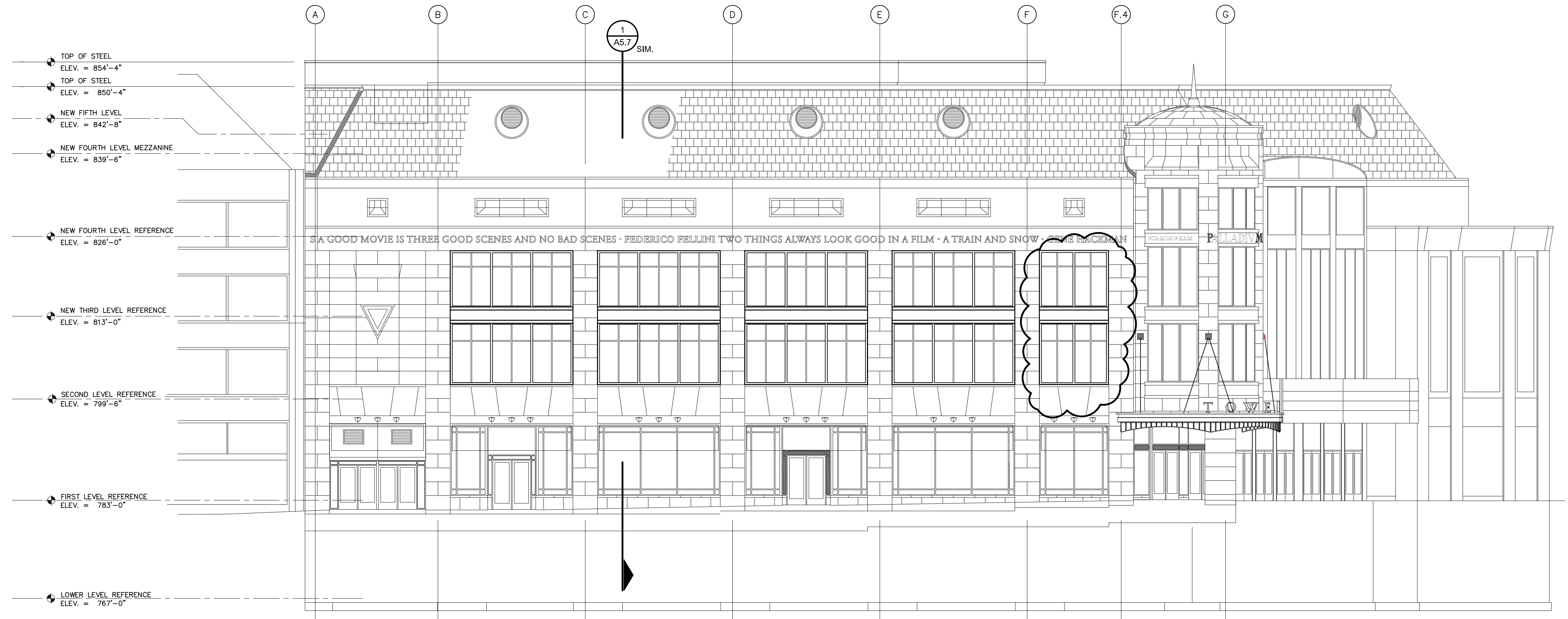
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EXTERIOR
ELEVATIONS

Project No. :

2014.080

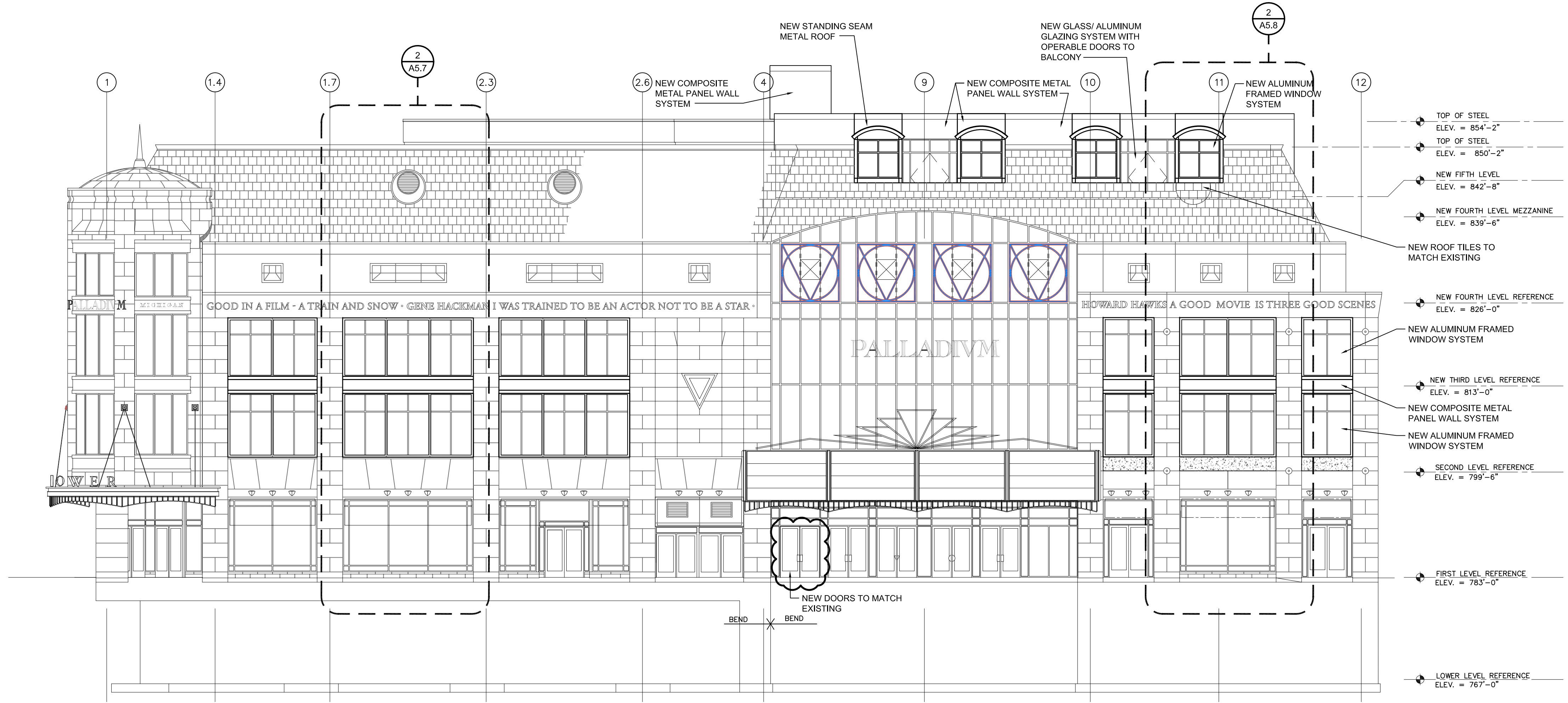
Sheet No. :

A4.1



WEST ELEVATION

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"



STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067-0925
P. 248.546.6700
F. 248.546.8454
WWW.STUCKYVITALE.COM

Project :
PALLADIUM
BUILDING RENOVATION
NO. 250-270 N. OLD
WOODWARD AVENUE +
201 HAMILTON ROAD
BIRMINGHAM, MI 48009

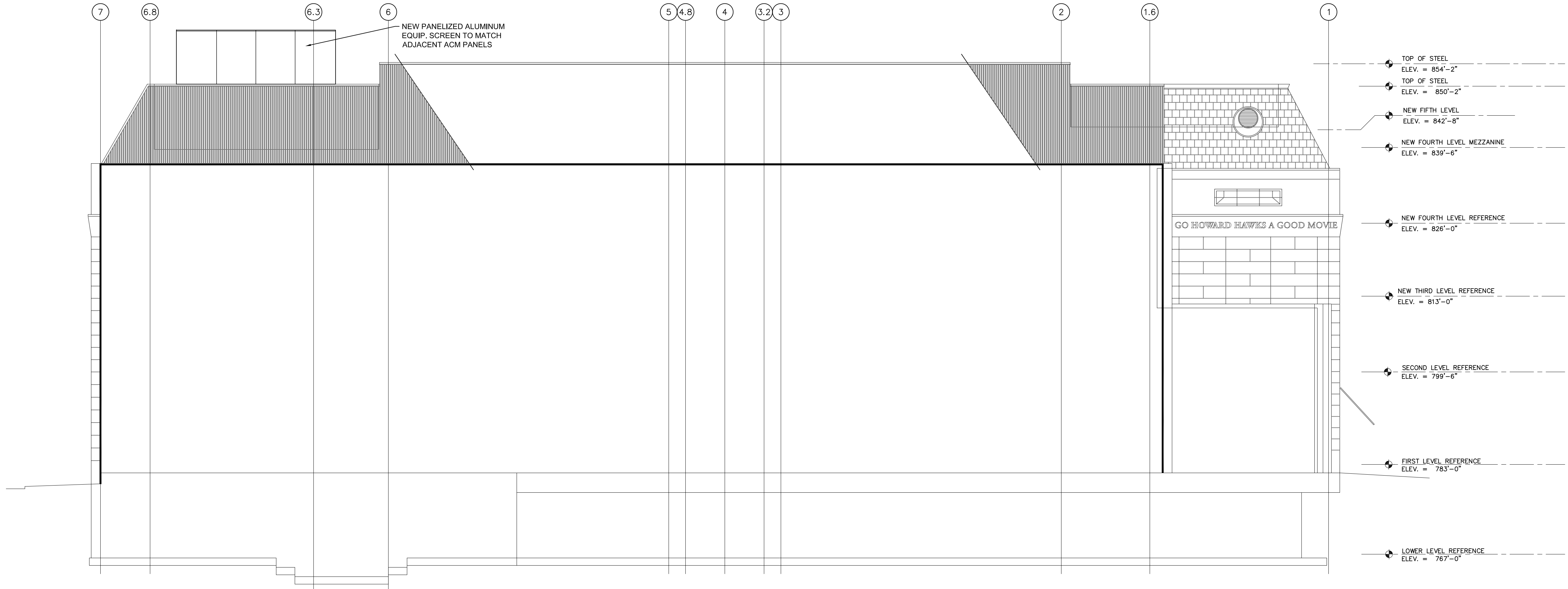
Issued for :
BID PACK #1 10.24.14
BID PACK #2 11.07.14
BID PACK #3 11.21.14
BID PACK #5 03.06.15
BULLETIN #4 07.24.15
REVISED 07.29.15
REVISED 08.12.15

Drawn by :
KAW
Checked by :
JJR
Sheet Title :
EXTERIOR
ELEVATIONS

Project No. :
2014.080

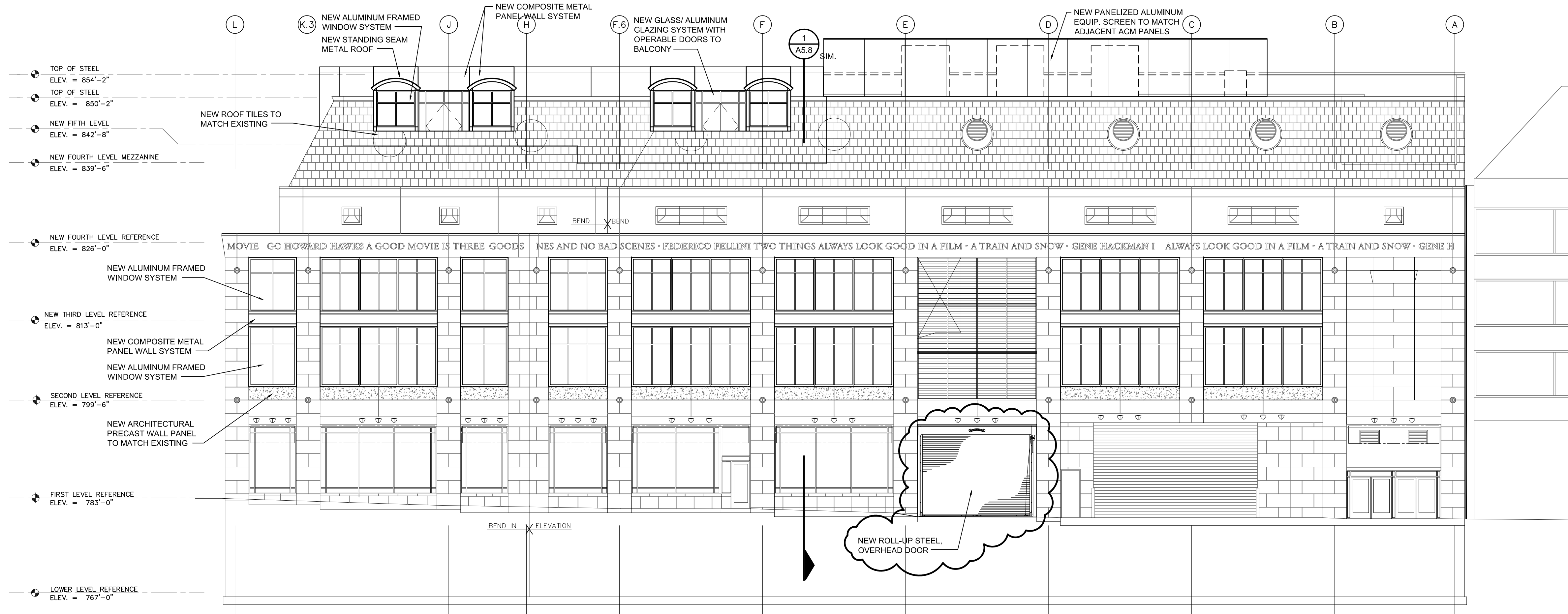
Sheet No. :
A4.2

DO NOT SCALE DRAWINGS
©2014 Stucky Vitale Architects



NORTH ELEVATION

SCALE: 3/32" = 1'-0"



EAST ELEVATION

SCALE: 3/32" = 1'-0"

CITY OF BIRMINGHAM
Community Development – Building Department
151 Martin Street, Birmingham, MI 48009

August 6, 2021

RE: Special Land Use Permit Review Comments
260 N. Old Woodward, Morrie Dining Platform

As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

Applicable Building Codes:

- **2015 Michigan Building Code.** Applies to all buildings other than those regulated by the *Michigan Residential Code*.
- **2015 Michigan Mechanical Code.** (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- **2015 Michigan Plumbing Code.** (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- **2017 National Electrical Code along with the Michigan Part 8 Rules.** (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)

Review Comments:

1. The plans provided lack sufficient construction details to review for code compliance. The plans need to be drawn to scale with dimensions showing the layout of the platform and a section showing how it will be constructed.
2. Access to the platform from the sidewalk must meet barrier free and ADA requirements. Provide details to demonstrate compliance.

260 N. Old Woodward - The Morrie

Jack Pesha <jpesha@bhamgov.org>
To: Nicholas Dupuis <ndupuis@bhamgov.org>

Wed, Aug 4, 2021 at 3:30 PM

Nick, here are comments for BFD.

1. No storage of propane on the streetside of the establishment. This particular building has no place that meets code to store propane cylinders due to the layout. They were fined in June for improper storage of LP gas.
2. Do not block any fire hydrant or FDC.
3. If allowed to use gas fired heaters, 5 feet of clearance shall be met for combustible awnings, umbrellas and egress pathways per code.
4. Arrange platform so it does not impede traffic lane.

This establishment placed a propane cage next to the previous platform on the street without approval from any department (not protected from a vehicle strike and without approval). We can't allow for that moving forward.

Jack

[Quoted text hidden]

--

Jack D. Pesha
Fire Marshal
Birmingham Fire Department
248-530-1903



Important Note to Residents

Let's connect! Join the Citywide Email System to receive important City updates and critical information specific to your neighborhood at www.bhamgov.org/citywideemail.

260 N. Old Woodward - The Morrie

Mark Clemence <Mclemence@bhamgov.org>
To: Nicholas Dupuis <ndupuis@bhamgov.org>

Thu, Aug 5, 2021 at 8:33 AM

Nick,

I want to see a better drawing to determine how many parking spots are going to be taken up. Also, as has been an issue in the past with the Morie, is that their deck was designed in such a way as the two parking spots on either end of the deck were not usable based on the design. You can see that from your attached photos. I want to know exactly how many parking spaces are going to be utilized and I want assurances that the parking spaces at either end of the deck are open and usable.

Mark H. Clemence
Chief of Police
Birmingham Police Department
151 Martin St.
Birmingham, MI. 48009
248-530-1875



On Wed, Aug 4, 2021 at 12:43 PM Nicholas Dupuis <ndupuis@bhamgov.org> wrote:
[Quoted text hidden]

08-112-21

E. Public Hearings

1. An Ordinance To Amend Chapter 126, Zoning, Of The Code Of The City Of Birmingham:

To Amend Article 7, Section 7.01, General, To Add General Public Notice Requirements.

And

To Amend Article 7, Section 7.29, Site Plan Review: Hearing On Review; Notice, To Remove Public Notice Requirements.

ACM Ecker presented the item.

Mr. Jeffares re-raised his previous concerns about the signs having enough detail to adequately inform the public.

Chair Clein noted that the content of the signs was an administrative policy separate from the focus of the present ordinance amendment discussion. He recommended Mr. Jeffares reach out to the City Manager to offer input on the content. He agreed that detail was useful as long the signage requirements did not also end up being excessively onerous to applicants.

Motion by Mr. Share

Seconded by Mr. Williams to recommend to the Commission ordinance amendments to Article 7, Sections 7.01 and 7.29 of the Zoning Ordinance as presented.

Motion carried, 6-0.

VOICE VOTE

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

Nays: None

08-113-21

F. Special Land Use Permit and Final Site Plan and Design Review

1. 260 N. Old Woodward – Outdoor Dining (The Morrie), Request for a Special Land Use Permit Amendment and Final Site Plan and Design Review to consider approval of a new outdoor dining plan for an existing restaurant.

ACM Ecker presented the item.

Kevin Biddison, architect, was present on behalf of the applicant.

In reply to Board comment, Mr. Biddison said the deck could likely be shortened to fit into four parking spaces. He stated that the applicant would work with the City to comply with departmental requirements. He said the applicant would likely be amenable to installing planters or something else per the Engineering Department's comments. He confirmed that he would submit revised plans to the City prior to the Commission's review.

While noting their general support of multi-modal transportation, both Mr. Jeffares and Chair Clein said bicycle racks should not be installed in the parking spaces abutting the deck. Both also commented that the deck should likely be reduced to fit into four parking spaces.

On the proposed patio street view plan Chair Clein noted that 'Willits' should be changed to 'Hamilton'.

Given the Board's ongoing study of the outdoor dining standards, the Board discussed the utility of including a sunset clause in the approval.

ACM Ecker said doing so was within the Board's right, though it had not been frequently done.

Mr. Boyle expressed consternation that the City was not giving applicants better guidance on outdoor dining at this time.

Chair Clein and Mr. Williams noted that short of a moratorium on outdoor dining requests enacted by the Commission, the Board is obligated to evaluate requests under the present ordinances until there is a change.

Chair Clein said it was worth considering whether allowing outdoor dining both against the building and on the street was too much.

In reply to Ms. Whipple-Boyce, ACM Ecker stated that there is nothing in the ordinance preventing a restaurant from having outdoor dining both against the restaurant and on the street.

Motion by Mr. Share

Seconded by Mr. Williams to recommend approval based on a review of the site plans submitted of the Special Land Use Permit Amendment to the City Commission with the following conditions: 1. The applicant must obtain an Outdoor Dining Permit and enter into a contract with the City for the SLUP Amendment; 2. All outdoor activity must cease at the close of business; 3. Comply with the requirements of all departments; and, 4. The Commission consider a sunset date with the possibility of amendment based on a change in ordinance, if it occurs, and on the advice of the City Attorney.

Mr. Koseck and Mr. Jeffares said they were supportive of the motion with the potential for the sunset date.

Motion carried, 7-0.

ROLL CALL VOTE

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

Nays: None

Motion by Mr. Share

Seconded by Mr. Williams to recommend approval based on a review of the site plans submitted of the Final Site Plan and Design Review to the City Commission with the following conditions: 1. The applicant will be required to reduce the length of the platform to be less than the storefront width to retain two unobstructed on street parking spaces between the platform and the corner to the south; 2. Obtain a favorable recommendation from the Advisory Parking Committee prior to City Commission review; 3. The Commission consider a sunset date with the possibility of amendment based on a change in ordinance, if it occurs, and on the advice of the City Attorney; 4. The applicant complies with the requirements of all departments; and, 5. The applicant submits an updated final site plan showing the reduced deck and clear relation to parking spaces on the site for administrative approval and submission to the Advisory Parking Committee.

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

08-114-21

G. Study Session

1. Outdoor Dining

CP Cowan presented the item.

Discussion by the Board members noted:

- Keeping diners safe from traffic should be addressed;
- The reasons for seeking a change in the ordinances should be clarified;
- The difference between Class C and bistros should be preserved;
- The difference between wind breaks and walls should be clarified;
- The Board should review tickets issued under the Covid-19 expanded dining and photos of the outdoor dining during the same period;
- It would be most appropriate to design guidelines for a trial period since achieving a permanent solution during a shifting pandemic would be unlikely;
- Definitions should be provided for concepts such as enclosure, structure, roof and wall;
- Given the National Restaurant Association's focus on carryout more than outdoor dining, perhaps the APC or other City body should consider temporary parking zones on certain blocks to better facilitate carryout;
- DPS concerns would be included in the contracts on outdoor dining for restaurants but need not be part of the ordinance considerations;



MEMORANDUM

Planning Division

DATE: September 20th, 2021

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for Amendments to Article 7, Sections 7.01 and 7.29 of Chapter 126, Zoning – Public Notice

INTRODUCTION:

Recently, several development projects have encountered issues with the placement of notice signs within the required 15-day public noticing period, which has prompted a request to review the City's current ordinances to gauge the potential for improvement in certain areas if deemed necessary.

BACKGROUND:

On July 14th, 2021, the Planning Board set a public hearing for August 11th, 2021 to review the proposed ordinance amendments to Article 7, Sections 7.01 and 7.29 of the Zoning Ordinance. During the review, the Planning Board discussed two minor changes to the ordinance regarding historic reviews and notice sign placement. Although not regulated by the ordinance, the Planning Board also discussed the design of the public notice signs.

On August 11th, 2021, the Planning Board recommended approval to the City Commission ordinance amendments to Article 7, Sections 7.01 and 7.29 of the Zoning Ordinance to include more consistent notice sign requirements in all applicable sections.

On August 23rd, the City Commission passed a resolution to set a public hearing for the date of September 20th, 2021.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

The proposed amendments do not have any direct fiscal impacts to the City.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the proposed amendments to the Zoning Ordinance in advance of the August 11th, 2021 Planning Board meeting. In addition, a survey of the public was conducted on Engage Birmingham to determine design/content preferences for public notice signs. A second legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on September 20th, 2021.

SUMMARY:

The Planning Division requests that the City Commission consider ordinance amendments to Article 7, Sections 7.01 and 7.29 of Chapter 126, Zoning to include more consistent notice sign information in all applicable sections. Additionally, the Planning Division will continue to work with the Planning Board to redesign the public notice signs to best fit the need.

ATTACHMENTS:

- Draft Ordinance language
- Planning Board Staff Reports
- Relevant Minutes

SUGGESTED COMMISSION ACTION:

Make a motion adopting ordinance amendments to Chapter 126, Zoning:

1. Article 7, Section 7.01 (General) to add general public notice requirements; and
2. Article 7, Section 7.29 (Site Plan Review: Hearing on Review; Notice) to remove and relocate public notice requirements.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 7, SECTION 7.01, GENERAL, TO ADD GENERAL PUBLIC NOTICE REQUIREMENTS

7.01 General

- A. Property Owners: Persons qualified to sign a petition on behalf of a business shall be those persons listed on the initial merchant's license issued by the City to the business or those persons who have paid or who are obligated to pay personal property taxes on behalf of the business, as set forth on the current assessment and tax rolls of the City Assessor. Where more than one person is thus identified as the owner of real property or doing business, all persons so identified shall be qualified to sign the petition. When one qualified person signs a petition on behalf of a business, the business shall be deemed to have approved the regulated use. When one qualified person signs a petition as owner of a parcel of real property, the parcel of real property shall be deemed to have approved the regulated use. In computing the required percentage of approvals, an owner of both a business and a parcel of real property shall be counted as 2 owners.

B. Public Notice

1. **The Planning Board, Design Review Board, or Historic District Commission shall give notice of the date of hearing of any land development application (Rezoning Amendments, Site Plan Review, Community Impact Study, Design Review, Special Land Use Permits, Lot Combinations and Divisions) to all persons to whom any real property adjacent to, abutting and directly across a street or alley from the premises described in the application shall be assessed on the tax rolls of the city. Such notice shall be delivered personally or by mail, a minimum of fifteen days prior to the hearing date and addressed to such persons at the address given in the last assessment roll. A notice sign shall also be posted in full view from a public right-of-way on the subject property. Notice signs will be provided by the City of Birmingham. It is the responsibility of the applicant to post the notice sign as required, to ensure that the notice sign remains posted during the entire notice period and to remove the notice sign the day after the final public hearing the notice sign was advertising. At the hearing, any persons may appear in person, by agent or by attorney. All such hearings shall be open to the public.**

ORDAINED this _____ day of _____, 2021 to become effective upon publication.

Pierre Boutros, Mayor

Alexandria Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 7, SECTION 7.29, SITE PLAN REVIEW: HEARING ON REVIEW; NOTICE, TO REMOVE PUBLIC NOTICE REQUIREMENTS

7.29 Site Plan Review: Hearing on Review; ~~Notice~~

- A. ~~The Planning Board, Design Review Board, or Historic District Commission shall give notice of the date of hearing of any application for final Site Plan Review to all persons to whom any real property adjacent to, abutting and directly across a street or alley from the premises described in the application shall be assessed on the tax rolls of the city. Such notice shall be delivered personally or by mail, a minimum of fifteen days prior to the hearing date and addressed to such persons at the address given in the last assessment roll. A notice sign shall also be posted in a conspicuous place on the subject property. Notice signs will be provided by the City of Birmingham. It is the responsibility of the applicant to post the notice sign as required, to ensure that the notice sign remains posted during the entire notice period and to remove the notice sign the day after the public hearing the notice sign was advertising. At the hearing, any persons may appear in person, by agent or by attorney. All such hearings shall be open to the public.~~
- B. **A .** Any applicant for Site Plan **or Design Review** approval or adjacent property owner aggrieved by a decision of the Planning Board ~~and~~, Design Review Board **or Historic District Commission (non-historic reviews only)** shall have the right to appeal the decision to the Board of Zoning Appeals in the same manner and subject to the same conditions as set forth for appeals in the Zoning Ordinance.

ORDAINED this _____ day of _____, 2021 to become effective upon publication.

Pierre Boutros, Mayor

Alexandria Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: August 11th, 2021

TO: Planning Board

FROM: Nicholas Dupuis, City Planner

SUBJECT: Public Notice Signs – Public Hearing

In 2018, City Staff was directed to redesign the City's public notice signs to include more information for the property it is representing. Several designs were created to encompass a varied range of information and sent to printing companies for quotes. Ultimately, a design involving a durable label was chosen to make the notice signs easily customizable to more clearly inform the public of the nature of the hearing. Formerly, public notice signs contained general information declaring that the property was subject to a land development hearing, and observers were directed to either call or follow a QR code for further information:



Recently, several development projects have encountered issues with the placement of notice signs within the required public noticing window, which has prompted a request to review the City's current ordinances to gauge the potential for improvement in certain areas if deemed necessary.

At present, the only mention of public notice sign requirements within the Zoning Ordinance is in Article 7, Section 7.29 (Site Plan Review: Hearing on Review; Notice) which states that:

"The Planning Board, Design Review Board, or Historic District Commission shall give notice of the date of hearing of any application for final Site Plan Review to all persons to whom any real property adjacent to, abutting and directly across a street or alley from the premises described in the application shall be assessed on the tax rolls of the city. Such notice shall be delivered personally or by mail, a minimum of fifteen days prior to the hearing date and addressed to such persons at the address given in the last assessment roll. A notice sign shall also be posted in a conspicuous place on the subject property. Notice signs will be provided by the City of Birmingham. It is the responsibility of the applicant to post the notice sign as required, to ensure that the notice sign remains posted during the entire notice period and to remove the notice sign the day after the public hearing the notice sign was advertising."

Notably, the above language seems to suggest that the noticing rules may only apply to Final Site Plan reviews, which is not the case. Furthermore, this language is not provided in any other sections in Article 7 such as Design Review, Special Land Uses, or Rezoning Amendments, which all require public notice signage. Language can be found, however, on the Notice Sign Rental form that comes with each Planning Division application that is subject to a board/commission review.

On July 14th, 2021, the Planning Board set a public hearing for August 11th, 2021 to review the proposed ordinance amendments to Article 7, Sections 7.01 and 7.29 of the Zoning Ordinance. During the review, the Planning Board discussed two minor changes to the ordinance regarding historic reviews and notice sign placement. Although not regulated by the ordinance, the Planning Board also discussed the design of the public notice signs and indicated that they would like to understand what the public might prefer in terms of content and detail. An Engage Birmingham survey was created, the results of which are attached to this report. In summary, residents appear to prefer more detail on public notice signs.

At this time, the Planning Division suggests ordinance amendments to Article 7, Sections 7.01 and 7.29 of the Zoning Ordinance to include more consistent notice sign information in all applicable sections. Please see the attached zoning ordinance amendment proposals in regards to public notice signs.

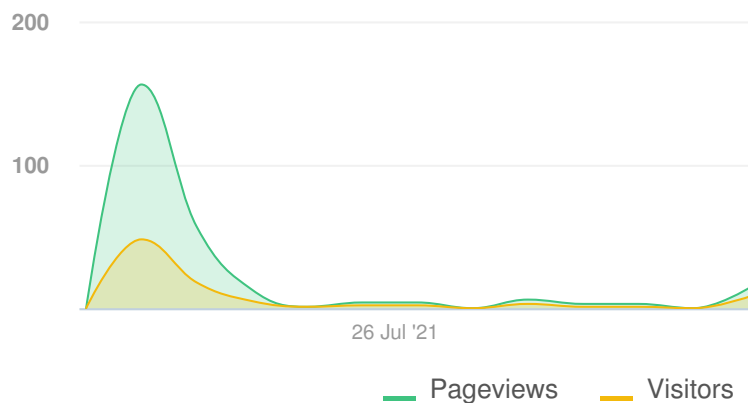
Project Report

03 July 2021 - 01 August 2021

Engage Birmingham Public Notice Sign Update



Visitors Summary

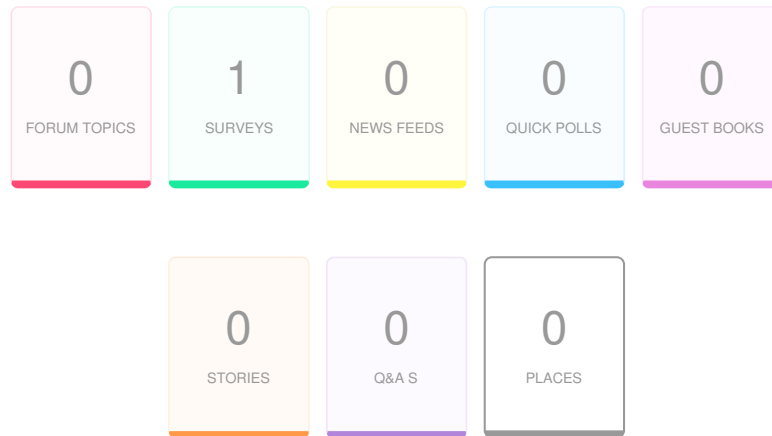


Highlights

TOTAL VISITS	MAX VISITORS PER DAY	
91	48	
NEW REGISTRATIONS		
0		
ENGAGED VISITORS	INFORMED VISITORS	AWARE VISITORS
55	71	88

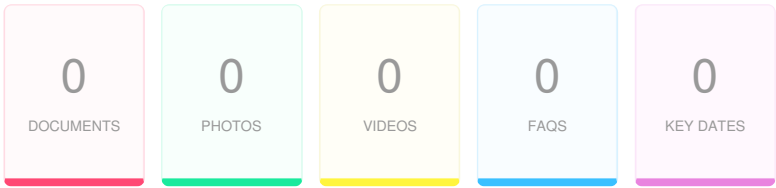
Aware Participants		88	Engaged Participants		55	
Aware Actions Performed		Participants	Engaged Actions Performed	Registered	Unverified	Anonymous
Visited a Project or Tool Page		88				
Informed Participants		71	Contributed on Forums	0	0	0
Informed Actions Performed		Participants	Participated in Surveys	55	0	0
Viewed a video		0	Contributed to Newsfeeds	0	0	0
Viewed a photo		0	Participated in Quick Polls	0	0	0
Downloaded a document		0	Posted on Guestbooks	0	0	0
Visited the Key Dates page		1	Contributed to Stories	0	0	0
Visited an FAQ list Page		0	Asked Questions	0	0	0
Visited Instagram Page		0	Placed Pins on Places	0	0	0
Visited Multiple Project Pages		16	Contributed to Ideas	0	0	0
Contributed to a tool (engaged)		55				

ENGAGEMENT TOOLS SUMMARY



Tool Type	Engagement Tool Name	Tool Status	Visitors	Contributors		
				Registered	Unverified	Anonymous
Survey Tool	Public Notice Signs	Published	71	55	0	0

INFORMATION WIDGET SUMMARY



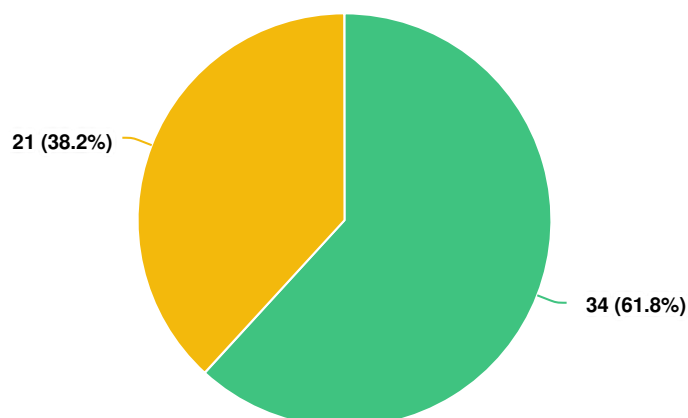
Widget Type	Engagement Tool Name	Visitors	Views/Downloads
Key Dates	Key Date	1	1

ENGAGEMENT TOOL: SURVEY TOOL

Public Notice Signs

Visitors	71	Contributors	55	CONTRIBUTIONS	55
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Have you used one of our public notice signs to find out more information about a project?



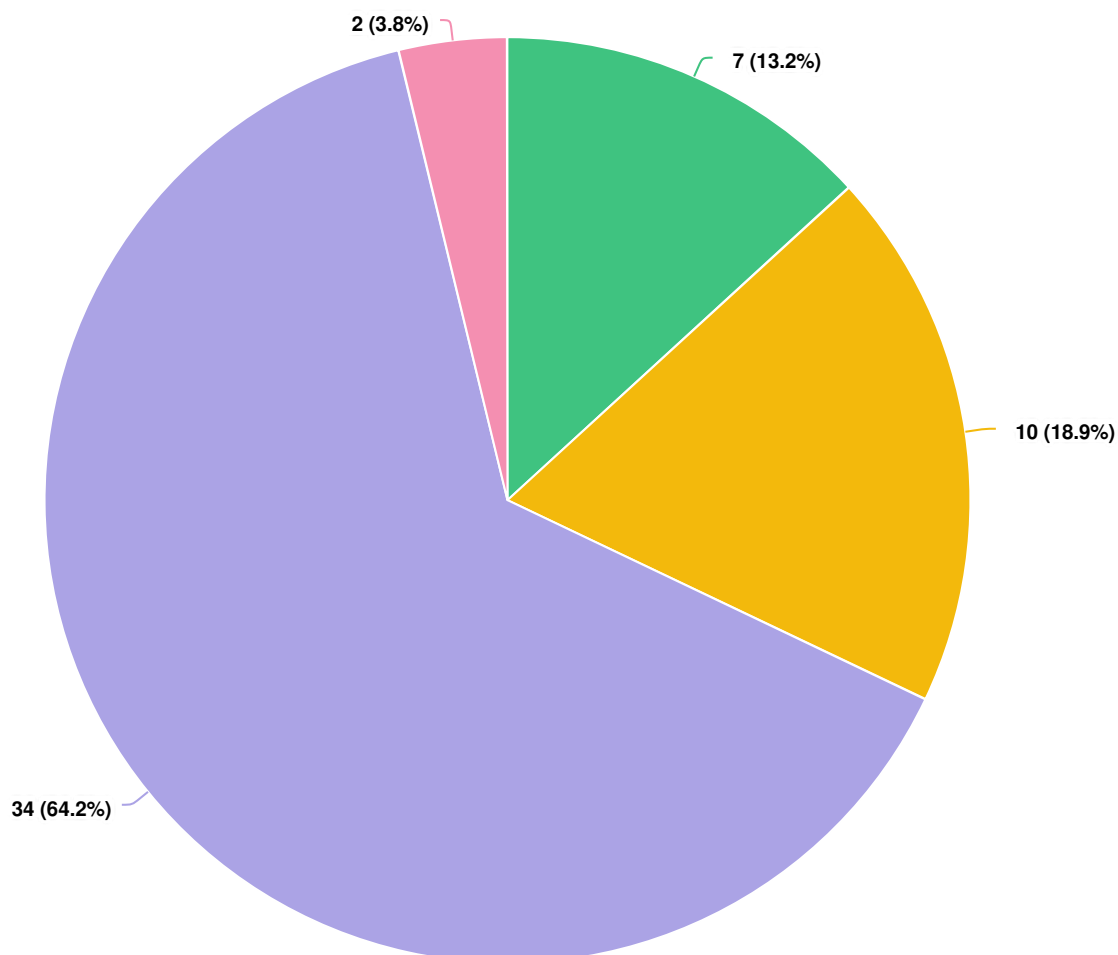
Question options

☒ Yes ☐ No

Optional question (55 response(s), 0 skipped)

Question type: Radio Button Question

Which of the following statements best fits your opinion of what a public notice sign should be?



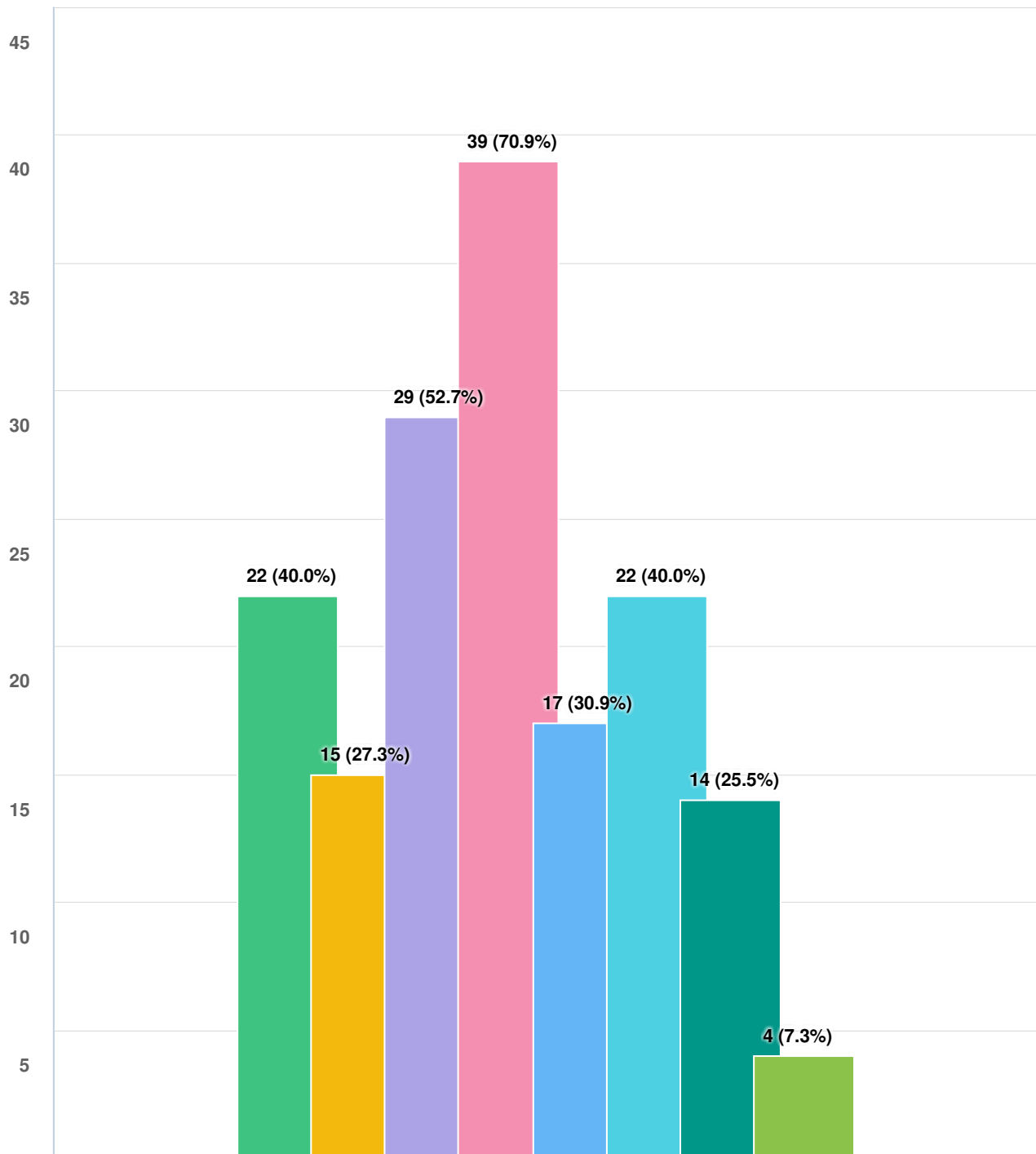
Question options

- Notice signs should be simple and general with contact information available for further details on the project.
- Notice signs should be detailed so that I do not have to call or email and find out what is going on at a site.
- Notice signs should have just enough detail for me to understand what is proposed, but not too much that I cannot read it.
- Other (please describe)

Optional question (53 response(s), 2 skipped)

Question type: Radio Button Question

What information do you look for on a public notice sign? (Select all that apply)



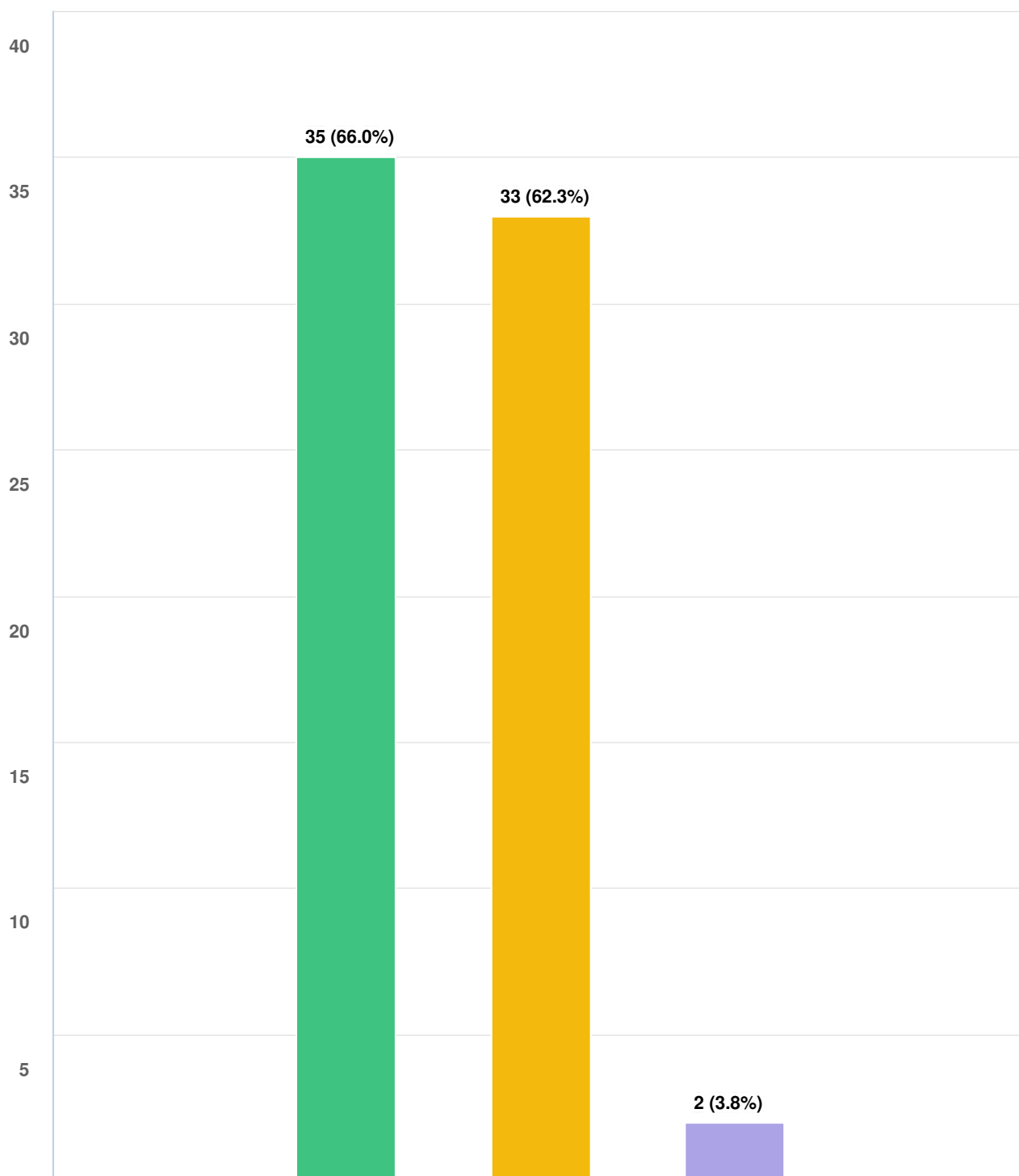
Question options

- Contact Phone Number
- Contact Email
- Website
- Project Information
- Meeting Information
- Type of Application
- All of the Above
- Other (please describe)

Optional question (55 response(s), 0 skipped)

Question type: Checkbox Question

Which of the following tools would you find helpful on a public notice sign?



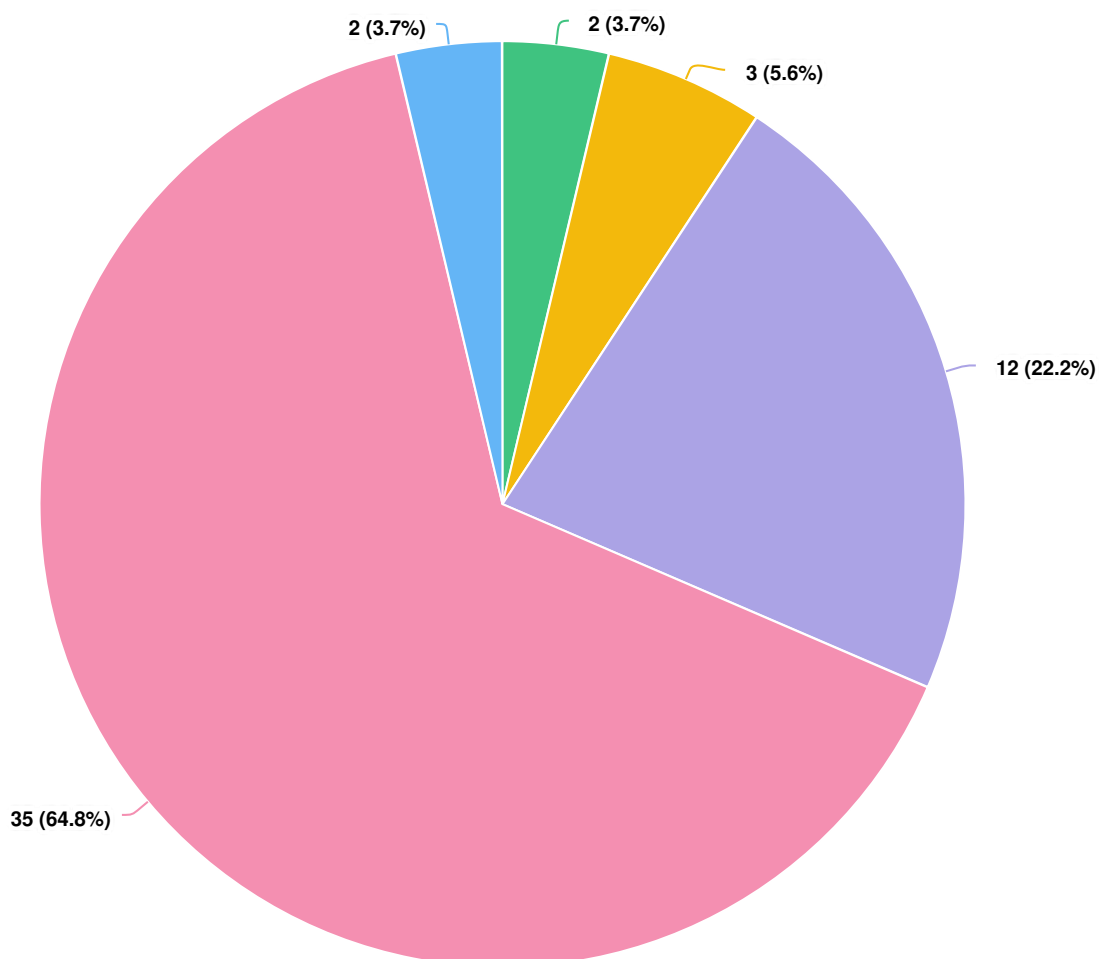
Question options

☒ Website URL ☒ QR Code ☐ Other (please describe)

Optional question (53 response(s), 2 skipped)

Question type: Checkbox Question

Which of the following signs do you think is the most appropriate?



Question options

- Very general sign concept
- Fairly general sign concept
- Detailed sign concept
- Highly Detailed sign concept
- None of the Above (please describe why)

Optional question (54 response(s), 1 skipped)

Question type: Radio Button Question

FAIRLY GENERAL SIGN CONCEPT



PUBLIC NOTICE

FINAL SITE PLAN

This property will be the subject of a
land development hearing with the
City of Birmingham.

For questions, please call (248)-530-1850 or visit our
website at www.bhamgov.org

VERY GENERAL SIGN CONCEPT



PUBLIC NOTICE

LAND DEVELOPMENT HEARING

For questions, please call (248)-530-1850
or visit our website at www.bhamgov.org

DETAILED SIGN CONCEPT



PUBLIC NOTICE

NEW 3-STORY BUILDING

This property will be the subject of a land development hearing with the City of Birmingham.

For questions, please call (248)-530-1850 or visit our website at www.bhamgov.org

HIGHLY DETAILED SIGN CONCEPT



PUBLIC NOTICE

NEW 3-STORY MIXED-USE BUILDING & PARKING LOT

Planning Board Wednesday October 27th,
7:30 PM

Contact Email: staffperson@bhamgov.org

Contact Phone: (248)-530-0000

Website: www.bhamgov.org

Seconded by Mr. Jeffares to approve the Design Review application for 135 Pierce – Planthropie – with the following conditions: 1. The Planning Board approves the polypropylene dining chairs as a material of comparable quality; and 2. The applicant receives a favorable recommendation from the Advisory Parking Committee in regards to the parking and traffic conditions surrounding the subject site.

Mr. Jeffares said it would be positive to have this establishment activating the street from midday to early evening every day since many bistros only activate the street during the evenings five days a week.

Mr. Koseck said Mr. Jeffares' comments changed his vote.

Motion failed-passed, 6-1.

VOICE VOTE

Yeas: Boyle, Ramin, Koseck, Jeffares, Williams, Emerine

Nays: Clein

07-095-21

F. Study Session

1. Public Notice Signs

CP Dupuis reviewed the topic.

The Board discussed the item.

PD Ecker stated that the previously used general public notice signs worked well and did not generate a surplus of calls to the Planning Department.

Mr. Jeffares advocated for more detailed public notice signs on which information could be written. He said more general signs make it easier for developers than it does for residents, and said the priority should be maintaining transparency for residents.

Chair Clein noted that Mr. Jeffares' recommendation does not resolve the issue of the wrong public notice signs being inadvertently posted by the developer, which is how this issue came to the Board. He recommended that the ordinance language be advanced since it does not prescribe the sign's design, and that Staff, the City Manager, and the Commission consider the various factors relevant to designing the signs. He said Mr. Jeffares' concerns were valid.

Mr. Jeffares also advocated for the noticing requirements to be reduced from 15 days to 13 days since Planning Board meetings are 14 days apart. He suggested that would alleviate a number of the noticing issues the City runs into.

Mr. Williams said he was in favor of more general public notice signs. Mr. Boyle concurred, and said that the City website and phone number should be sufficient for members of the public seeking information.

It was discussed that the ordinance should require the signs to be “visible from a public right-of-way” to clarify where the signs should be located.

Mr. Koseck recommended getting rid of the tree and boulevard graphics on the signs.

Staff said they would update the recommended language for Article 7, Section 7.29 to clarify that this ordinance only applies to Historic District Commission reviews of non-historic buildings in historic districts.

Motion by Mr. Williams

Seconded by Mr. Boyle to schedule a public hearing for the amendment of Article 7, Section 7.29 and Article 7, Section 7.01(b), to August 11, 2021 with changes as noted.

Mr. Jeffares said that while he respected his colleagues’ perspectives he would be voting no on principle.

Motion carried, 6-1.

VOICE VOTE

Yeas: Boyle, Ramin, Koseck, Clein, Williams, Emerine

Nays: Jeffares

CP Dupuis said this would be an excellent Engage Birmingham topic to explore how much detail residents wants to see on the signs.

2. Outdoor Dining

CP Dupuis presented the item.

Mr. Boyle noted that many examples of the outdoor dining he was seeing occur on private property, and that Birmingham is considering how to deal with outdoor dining on public property. He noted there are key differences in those considerations. He stated that when outdoor dining occurs on public property in Europe it often is on very wide sidewalks or in squares adjacent to the cafes.

Mr. Jeffares noted that Birmingham’s sidewalks keep getting wider. He said outdoor dining in Europe would not be a perfect match to Birmingham but that there would still be things to learn from those examples.

Chair Clein told CP Dupuis that he appreciated the high level start to the discussion.

Board members listed aspects of outdoor dining that would need discussion and/or further research in order to make ordinance recommendations. Those aspects included whether there should be a year-round set of standards, or two sets of standards for the warmer and colder months; how pop-ups and social districts might be related; what national downtown associations are discussing and recommending for outdoor dining; how winter resort towns like Aspen or Vail



MEMORANDUM

Police Department

DATE: September 14, 2021

TO: Thomas M. Markus, City Manager

FROM: Scott Grewe, Operations Commander

SUBJECT: 2021 Park, Peabody and Chester Structure Repair Award

INTRODUCTION:

Structural assessment reports have been completed at all five of the City's parking structures by Wiss, Janney, Elstner Associates, Inc. (WJE). As part of the assessment by WJE, they were asked to prepare a 5-year plan to address all the repairs needed. While a larger project at the N. Old Woodward structure was approved by the Commission at the September 13, 2021 meeting, additional work is suggested at three (Park, Peabody and Chester) of the remaining structures this construction season. This work was part of the "Immediate Recommendations" from WJE to prevent future deterioration of these structures.

BACKGROUND:

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

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

Now that the assessments are complete, the City can begin to address needed repairs. No emergency repairs were identified that required immediate attention. However, there were several items in WJE's recommendations that they suggest addressing as soon as possible to prevent further deterioration.

The below chart identifies the suggested work to be completed by WJE with their estimate of the repairs. The majority of work is removing and replacing joint seals, waterproofing, clearing clogged drain lines, removing and replacing damaged drain lines and covers.

Chester Parking Structure				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost
Replace pre-molded expansion joint seals (Tier A through Tier 3), including expansion joints near stairs	1,200	LF	\$ 125	\$ 150,000
Replace control joint sealant at intermediate PT anchorages (N-S joints)	2,000	LF	\$ 6	\$ 12,000
Rout and seal cracks in elevated slab and replace failed sealant at isolated	750	LF	\$ 6	\$ 4,500
Replace deteriorated horizontal lines at floor drains and associated	150	LF	\$ 90	\$ 13,500
Inspect and clean drain lines as part of repair effort	1	LS	\$ 15,000	\$ 15,000
Remove loose brick coping fragments and verify all brick coping units are secure (not loose)	1	LS	\$ 1,500	\$ 1,500
Chester Parking Structure - Subtotal				\$ 196,500
Peabody Parking Structure				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost
Investigation and repair of two Lower Level columns**	1	LS	\$ 50,000	\$ 50,000
Replace construction joint sealant	1,500	LF	\$ 6	\$ 9,000
Rout and seal cracks in elevated slabs and replace failed sealant at isolated	500	LF	\$ 6	\$ 3,000
Replace expansion joint seals	150	LF	\$ 125	\$ 18,750
Inspect and clean drain lines	1	LS	\$ 15,000	\$ 15,000
Peabody Parking Structure - Subtotal				\$ 95,750
Park Parking Structure				
Item Description	Est. Qty.	Units	Unit cost	Est. Cost
Replace construction joint sealant	900	LF	\$ 6	\$ 5,400
Repair column stiffener and moment connection plates	24	EA	\$ 1,000	\$ 24,000
Inspect and clean drain lines	1	LS	\$ 15,000	\$ 15,000
Park Parking Structure - Subtotal				\$ 44,400

An Invitation to Bid (ITB) was posted to Michigan Inter-governmental Trade Network (MITN) on Wednesday, August 25, 2021, which included a project manual with detailed specifications and repair drawings prepared by WJE. A mandatory pre-bid meeting was held on Wednesday, September 1, 2021 that was attended by seven contractors. Deadline for bid submissions was Friday, September 10, 2021 at 2 p.m. at which time four bids were received and publicly opened.

Company Name	Bid Amount
Pullman SST	\$436,500.00
DRV	\$998,970.00
RAM	\$493,201.00
Arisco	\$498,000.00

The low bidder was Pullman SST. Pullman SST also provided background highlights on three recent projects, including repair projects at two parking structures in the City of Detroit and work completed at Detroit Metropolitan Airport. WJE was the engineer of record for two of these projects and advised they had a good working relationship and would recommend working with Pullman SST in the future.

Additionally, WJE completed a "Bid Tabulation" report and found no reason not to award the contract to the lowest bidder, Pullman SST. Furthermore, WJE provided allowance values for the bidders due to the various unknown conditions associated with those scope of work items, and to obtain "apples-to-apples" comparisons of the remaining scope of work. Based on the received

unit prices, WJE feels that our allowance values may have underestimated the actual construction costs associated with these work items. WJE recommends that a project contingency of 20 percent be considered by the City of Birmingham (in lieu of 15 percent) to account for these anticipated additional project costs. If the low bidder is selected by the City of Birmingham for the project award, this would result in a potential total project cost of \$523,800.

LEGAL REVIEW:

The City Attorney reviewed and approved the Invitation to Bid and attached agreement between Pullman SST and the City.

FISCAL IMPACT:

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

A budget amendment is requested for the 2021-2022 Automobile Parking System (APS) Fund for these repairs in the amount of \$523,800.00.

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

PUBLIC COMMUNICATIONS:

Pending an award by the City Commission, work is scheduled to begin as soon as possible. Notices will be posted at all three garages to advise all users of the pending structure renovations. Also, emails will be sent to all permit holders for the structures.

SUMMARY:

WJE has finished the structural assessment of all five of the City's parking structures and have provided repair recommendations for each. Items identified as "Immediate Recommendations" are the suggested repairs for this construction season at the Park, Peabody and Chester structures. An ITB was posted to MITN for work to be completed at these structures. The work is expected to begin immediately after the award and be completed in the fall of 2021.

The work at Park, Peabody and Chester Structures is primarily waterproofing and sealing to prevent deterioration from water infiltration. Work also includes drain line clean outs and repairs to remove rain water. A review of current occupancy counts at all three affected parking structures shows that even at peak times, there is available parking to accommodate intermittent closures to allow this work to be completed. At peak times, the average occupancy rate is as follows:

- | | |
|----------------------|--------------|
| 1. Park Structure | 39% Occupied |
| 2. Peabody Structure | 68% Occupied |
| 3. Chester Structure | 25% Occupied |

Funds were not budgeted in the 2021-2022 fiscal year as the structural assessment reports and associated cost estimates were not yet completed. Therefore, an amendment to the APS fund is

requested in the amount of \$523,800.00 to cover the cost of the repairs. There is sufficient funds available in the APS fund to cover the cost of this project.

ATTACHMENTS:

1. Invitation to Bid.
2. Project Manual, prepared by WJE.
3. Bid Tabulation for 2021 Repairs.
4. Pullman SST - Bid Documents.
5. ITB Attachment B - Bidder's Agreement.
6. ITB Attachment C – Cost Proposal.
7. ITB Attachment D – Iran Sanctions Act Vendor Certification Form.
8. Agreement, between Pullman SST and the City of Birmingham.

SUGGESTED COMMISSION ACTION:

Make a motion to adopt the resolution awarding the contract to Pullman SST for the proposed work at the Park, Peabody and Chester parking Structures in the amount of \$523,800.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

Automobile Parking Enforcement Fund

Revenues:

Draw from Fund Balance	<u>\$523,800.00</u>
(Account #585-000.000-400.0000)	
Total Revenues	<u>\$523,800.00</u>

Expenditures:

Park Structure- Capital Outlay Buildings (Account #585-538.003-977.0000)	<u>\$73,332.00</u>
Peabody Structure- Capital Outlay Buildings (Account #585-538.004-977.0000)	<u>\$146,664.00</u>
Chester Structure-Capital Outlay Buildings (Account #585-538.008-977.0000)	<u>\$303,804.00</u>
Total Expenditures	<u>\$523,800.00</u>



**INVITATION TO BID
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS
(PARK ST. / PEABODY ST. / CHESTER ST.)**

Sealed proposals endorsed “**2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS**”, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until Friday, August 20, 2021 at 2:00 p.m. at which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Wednesday September 1, 2021 at 9:30 a.m. at the City of Birmingham Municipal Building, 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2nd floor. Bidders must register for the pre-bid meeting by Tuesday August 31, 2021 at 2:00 p.m. by contacting Commander Scott Grewe at (248) 530-1867 or by email at sgrewe@bhamgov.org

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all labor, equipment, material and supervision necessary to complete repairs as detailed in (3) municipal parking structures: Park St., Peabody St. and Chester St. This work must be performed as specified accordance with the specifications contained in the Invitation to Bid (ITB) prepared on behalf of the City of Birmingham, Michigan by Wiss, Janney, Eltner Associates, Inc. (WJE) of Southfield, Michigan.

The ITB, including the Specifications, may be exclusively obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info>

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

Submitted to MITN:	Wednesday, August 25, 2021
Pre-bid RSVP deadline:	Tuesday, August 31, 2021 at 2:00 p.m.
Mandatory Pre-Bid Meeting:	Wednesday, September 1, 2021 at 9:30 a.m., 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Deadline for Submissions:	Friday, September 10, 2021 at 2:00 p.m.
Contact Person:	Commander Scott Grewe 151 Martin Street Birmingham, MI 48009 Phone: (248) 530-1867 Email: sgrewe@bhamgov.org



**INVITATION TO BID
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS**

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INTRODUCTION

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

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to **2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS**. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Invitation to Bid (ITB).

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by October 13, 2021. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

INVITATION TO BID (ITB)

The purpose of this ITB is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide **2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS** in (3) parking structures: Park St., Peabody St. and Chester St.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the ITB. Wednesday, September 1, 2021 at 9:30 a.m. 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2nd floor.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Friday, September 10, 2021 at 2:00 p.m. to:

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

One (1) original and one (1) copy of the bid proposal shall be submitted. The bid proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, “**2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS**”. Any bid 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 ITB shall be made in writing and delivered to: Commander Scott Grewe, (248-530-1867, sgrewe@bhamgov.org, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All bid proposals must be submitted following the ITB format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All bid proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the ITB format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
8. The Contractor will not exceed the timelines established for the completion of this project.

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

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this ITB.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (**only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The contractor will be responsible for getting the building and parking permits at no cost to the contractor.
10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an 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 ITB, that it is aware of the applicable facts pertaining to the ITB process and its procedures and requirements, and that it has read and understands the ITB. Statistical information which may be contained in the ITB or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

Submitted to MITN:	Wednesday, August 25, 2021
Pre-bid RSVP deadline:	Tuesday, August 31, 2021 at 2:00 p.m.
Mandatory Pre-Bid Meeting:	Wednesday, September 1, 2021 at 9:30 a.m. 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Deadline for Submissions:	Friday, September 10, 2021 at 2:00 p.m. – Bids publicly opened 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Contract Signature Deadline:	Thursday, September 23, 2021 at 10:00 a.m.
Award of Bid:	Monday, October 13, 2021 7:30 p.m. Birmingham City Commission meeting
Construction Schedule:	Work to begin October, 2021

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

SCOPE OF WORK

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

1. The primary goal for the project is to perform localized structural and waterproofing repairs at the (3) identified structures. Work includes but is not limited to the following activities: cleaning and inspecting all floor drains and replacing damaged drain components; replacing expansion joints and control joint sealant; structural steel connection repairs; investigation and repair of two columns at the Peabody St. parking structure in conjunction with WJE. See Specification Section 01 11 00 Summary of Work for more information.
2. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
3. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
4. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project, as specified in this ITB.
5. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A - AGREEMENT
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS

This AGREEMENT, made this _____ day of _____, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

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

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform **2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS** as detailed in the specifications for Park St. / Peabody St. / Chester St, and in connection therewith has prepared a request for sealed Invitation to Bid proposals ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform **2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS**.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Invitation to Bid to perform **2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS** and the Contractor's cost proposal dated _____, 2021 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _____, as set forth in the Contractor's _____, 2021 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Invitation to Bid.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any

obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: 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.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.

- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the

disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

City of Birmingham
Attn: Commander Scott Grewe
151 Martin Street
Birmingham, MI 48009
(248) 530-1867

CONTRACTOR
(Insert Contractor Information)

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

18. 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 / NOTARY PUBLIC

CONTRACTOR

By: _____

By: _____

Notary Public signature above

CONTRACTOR

Notary Public stamp below:

Its: **INSERT TITLE HERE**

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Approved:

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

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

Firm Name _____

Authorized signature _____ Date _____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

**PROJECT MANUAL
FOR
CITY OF BIRMINGHAM
2021 PARKING STRUCTURE REPAIR PROJECT
PARK, PEABODY AND CHESTER STREET GARAGES**

BIRMINGHAM, MICHIGAN

WJE No. 2019.6318

August 24, 2021

For Bid

**Prepared by
WISS, JANNEY, ELSTNER ASSOCIATES, INC.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900**

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END OF SECTION 00 01 10

**SECTION 00 41 44
BID FORM**

NOTE: Bidder shall state Total Bid amount for each item. Work requirements and repair details for allowance work to follow based on discovered conditions; Contractor to provide finalized pricing once work is defined. The Contract sum may be increased or decreased based on the differences between the estimated allowance and finalized pricing.

GRAND TOTAL shall be sum of Total Bid amounts for various items and will be Contract Sum written in Owner-Contractor Agreement.

All words and numbers shall be written in non-erasable medium.

LUMP SUM PORTION OF BASE BID

Type of Work	Total Bid
1. General Conditions. All work defined in the Contract Documents not included in the other work items below. This includes, but is not limited to, supervision; mobilization; coordination; permits; personnel lifts; dust protection; submittals; mock-ups; protection of existing construction from damage; dumpsters; job site cleaning; temporary facilities and controls; temporary traffic control and signage; and project close out.	\$ _____
2. Performance Bond and Labor and Material Payment Bond, each in the amount of 100 percent of the contract sum.	\$ _____
3. Chester Parking Structure Repairs: All work defined in the Contract Documents. This includes, but is not limited to, construction joint sealant replacement at the elevated slabs; pre-molded expansion joint replacement, including joints at stair towers; localized sealant and crack repairs in elevated slabs; horizontal drain line replacement; inspection and cleaning of all elevated drain lines.	\$ _____
a. Allowance for concrete slab and post-tensioning repairs.	\$ <u>10,000</u>
4. Peabody Parking Structure Repairs: All work defined in the Contract Documents. This includes, but is not limited to, control joint sealant replacement at the elevated slabs, pre-molded expansion joint replacement, including joints at stair towers; modification of one stair tower downspout at roof level; localized sealant and crack repairs in elevated slabs; demolition work to facilitate investigation of two Lower Level columns, including shoring of one floor level; inspection and cleaning of all elevated drain lines.	\$ _____
a. Allowance for repairs at Lower Level columns.	\$ <u>20,000</u>
b. Allowance for concrete slab repairs.	\$ <u>5,000</u>
5. Park Street Parking Structure Repairs: All work defined in the Contract Documents. This includes, but is not limited to, construction joint sealant replacement at the elevated slabs; structural steel moment connection repairs; inspection and cleaning of all elevated drain lines.	\$ _____

Grand Total (Sum of Subtotals): \$ _____

Grand Total (in words): _____

_____ Dollars

UNIT PRICE PORTION OF BID

NOTE: Bidder shall state Unit Price Bid for each unit price item. Refer to project specifications and drawing details for more information. Unit prices will be used to determine costs of allowance work.

Item	Description	Est. Qty.	Units	Unit Price
1.	Partial-depth horizontal topside concrete repair, assuming average depth of 3 ½ inches.	100	SF	\$ _____
2.	Partial-depth vertical concrete repair, assuming average depth of 3 ½ inch.	100	SF	\$ _____
3.	Epoxy-injection repair.	500	LF	\$ _____

CONSTRUCTION SCHEDULE

The Contractor agrees to commence work under the Contract on or before a date to be specified in a written "Notice to Proceed." The Contractor proposes to complete all defined Base Bid work (excluding allowance work items) within _____ calendar days from the date specified in the Notice to Proceed.

It is anticipated that this project will be completed during the 2021 construction season.

The selected Contractor shall submit a detailed construction/work sequence schedule describing the work to be performed in each phase on an event by event basis, together with an estimate of time necessary to complete each phase of the Project.

SUBCONTRACTORS

Indicate portion(s) of work to be completed by a subcontractor and name of subcontractor:

Portion of Work	Subcontractor (if used)
Drain repair and cleaning	_____
Other	_____
Other	_____

BIDDER'S ENDORSEMENT

I hereby certify that all statements herein are made on behalf of _____

(Name and Address of Corporation, Partnership, or Person submitting bid)

of the City of _____ State of _____

that I have examined and carefully prepared this Bid from the plans and specifications, and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

(Signature)

(Title)

END OF SECTION 00 41 44

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Description of existing conditions and Work scope, and Contractor duties and use of premises.

1.2 CONTRACTOR DUTIES

- A. Except as specifically noted, provide and pay for:
1. Labor, materials, and equipment.
 2. Tools, construction equipment, and machinery.
 3. Water, heat, power, and lights required for construction beyond those available at facility.
 4. Other facilities and services necessary for proper execution and completion of Work.
 5. Legally required sales, consumer, and use taxes.
 6. Permits, government fees, and licenses as necessary for proper execution and completion of Work and as applicable at time of receipt of bids.
- B. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities having jurisdiction, which bear on performance of Work.
1. Take necessary safety precautions to prevent injury to construction personnel, non-construction personnel, Owner's property, and adjacent facilities.
 2. Perform work in a manner to minimize hazards due to the disturbance of lead containing materials (paint) and comply with MIOSHA requirements for assessing, monitoring, and protecting employees from lead hazard.
 3. Give required notices.
 4. Products shall comply with local regulations, including environmental restrictions.
 5. Promptly submit written notice to Architect/Engineer of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations.
 - a. Propose appropriate modifications to Contract Documents for necessary changes.
 - b. Assume responsibility for Work known to be contrary to such requirements, which is performed without notice.
- C. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in their assigned tasks.
- D. Provide 24-hour emergency contact information for Contractor and major subcontractors, including names and telephone numbers.

1.3 PROJECT CONDITIONS

- A. Description of Existing Structures:
1. **Park Street Parking Structure:** The Park Street parking structure was constructed during the mid-1970s and has five levels of parking with a centralized ramp. Level 1 and a portion of the ramp from Level 1 to Level 2 are a reinforced concrete slab on ground, and Level 5 is uncovered rooftop parking. The four-bay, side-by-side structure is rectangular in plan,

with approximate overall dimensions of 250 by 225 feet, for a total area of about 270,000 square feet between all levels. The north and south ends of the structure are unsloped, while the remaining bays of the garage are sloped to serve as circulation ramps. The structure consists of 5-1/2-inch-thick, one-way, post-tensioned (PT) concrete slabs supported by steel beams, girders, and columns. Steel moment frames at the north and south ends of the interior column grid provide lateral stability in the east-west direction. The facade consists of corrugated metal panels supported by light gauge steel vertical posts. Stair towers with concrete masonry (CMU) walls, brick veneer cladding, and steel stairs are present at each of the four garage corners, with expansion joints separating the towers from the remaining structure.

2. **Chester Street Parking Structure:** Constructed in 1988, the Chester parking structure features six levels of parking. Tiers A and B are below grade, with Tier B consisting of a reinforced concrete slab on ground, while the Ground Tier (Tier 1) and Tiers 2 through 4 are above grade. The three-bay side-by-side structure is rectangular-shaped, extending 167 feet in the north-south direction and 330 feet in the east-west direction for a total parking area of approximately 282,500 square feet. The central and south bays are sloped to serve as circulation ramps, while the north bay has only a minor transverse slope for drainage. The floor plans for Tiers 2, 3, and 4 are set back in increments at the garage perimeter (terraced). Stair towers with elevator shafts project from the building plan on the east corners of the parking structure and are connected to the adjacent sidewalk with pedestrian bridges at grade. A third stair tower is present to the west of the vehicle entrance. The structure consists of cast-in-place conventionally reinforced concrete columns supporting cast-in-place post-tensioned (PT) concrete beams and slabs. The PT tendons consist of single 7-wire strands in plastic sheathing with bonded reinforcement. The one-way structural slab consists of tendons extending in the east-west direction spanning between the PT beams, while the temperature and shrinkage tendons run in the north-west direction. One expansion joint is present on the east end of the garage, while multiple construction joints are present in each bay, which corresponds to locations of intermediate PT anchorages. The perimeter walls generally consist of conventionally reinforced concrete supported on the concrete slab, which are clad with brick veneer.
3. **Peabody Street Parking Structure:** The Peabody parking structure was constructed during the mid-1980s and has eight levels of parking. A Lower Level is located below grade and consists of a reinforced concrete slab on ground. The garage vehicle entrance is located on Level 1 on the east side of the building. Level 7 and a portion of Level 6 are uncovered rooftop parking. The double-threaded helix structure is rectangular in plan with a truncated corner at the southeast and approximate overall dimensions of 200 feet by 115 feet, for a total area of about 170,000 square feet of floor space between all levels. The structural system at the supported levels generally consists of a one-way post-tensioned (PT) slab supported by PT beams and conventionally reinforced concrete columns. Large concrete washes (sloped curbs) are present at the slab edges, which were cast monolithically with the slab. The exterior wall assembly consists of clay brick masonry veneer with concrete masonry (CMU) back-up.

B. Description of Deterioration:

1. Tears and adhesion failure of pre-molded expansion joint seals.
2. Cohesion and adhesion failure of construction joint sealants.
3. Localized spalled and unsound (delaminated) concrete directly adjacent to joint sealants and expansion joint seals.
4. Localized cracks within the top surface of the elevated slabs, as well as localized cohesion and adhesion failure of sealant within previous crack repairs.
5. Isolated clogged drains within the elevated slabs.

6. Fracture and corrosion of horizontal drain pipes at the Chester Street Parking Structure.
7. Corrosion and section-loss of steel plates within moment connections at the Park Street Parking Structure.
8. Cracked, spalled, and unsound (delaminated) concrete at two Lower Level concrete columns at the Peabody Street Parking Structure.

1.4 WORK SCOPE

- A. The primary project objectives of this bid package are to address critical structural and waterproofing repair items at three post-tensioned parking structures owned and operated by the City of Birmingham.
- B. Work includes, but is not limited to, the following activities:
 1. Replacement of pre-molded expansion joint seals.
 2. Replacement of sealant at construction joints.
 3. Partial-depth concrete slab repairs as needed to perform other work activities.
 4. Routing and sealing of cracks.
 5. Replacement of sealant at previous crack repairs.
 6. Snaking and cleaning the full length of all elevated drain lines.
 7. Replacement of horizontal drain lines at the Chester Street Parking Structure.
 8. Replacement of steel plates at all moment connections at the Park Street Parking Structure.
 9. Investigation and repair of two Lower Level concrete columns at the Peabody Street Parking Structure. Repairs will be defined following investigation findings, though anticipated repairs include formed vertical concrete repairs, epoxy injection repairs, and brick masonry cladding repairs.

1.5 LUMP SUM WORK ITEMS

- A. Lump Sum Item 1: General Conditions - All work defined in the Contract Documents not included in the other work items below. This includes, but is not limited to, supervision; mobilization; coordination; permits; personnel lifts; dust protection; submittals; mock-ups; protection of existing construction from damage; dumpsters; job site cleaning; temporary facilities and controls; temporary traffic control and signage; and project close out.
- B. Lump Sum Item 2: Performance Bond and Labor and Material Payment Bond, each in the amount of 100 percent of the contract sum.
- C. Lump Sum Item 3: Chester Parking Structure Repairs – All work defined in the Contract Documents. This includes, but is not limited to, construction joint sealant replacement at the elevated slabs; pre-molded expansion joint replacement, including joints at stair towers; localized sealant and crack repairs in elevated slabs; horizontal drain line replacement; inspection and cleaning of all elevated drain lines. Includes allowance scope of work for concrete slab and post-tensioning repairs.
- D. Lump Sum Item 4: Peabody Parking Structure Repairs - All work defined in the Contract Documents. This includes, but is not limited to, control joint sealant replacement at the elevated slabs, pre-molded expansion joint replacement, including joints at stair towers; modification of one stair tower downspout at roof level; localized sealant and crack repairs in elevated slabs; demolition work to facilitate investigation of two Lower Level columns, including shoring of one floor level; inspection and cleaning of all elevated drain lines. Includes allowance scope of work for repair of two Lower Level columns and concrete slab repairs.

- E. Lump Sum Item 5: Park Street Parking Structure Repairs - All work defined in the Contract Documents. This includes, but is not limited to, construction joint sealant replacement at the elevated slabs; structural steel moment connection repairs; inspection and cleaning of all elevated drain lines.

1.6 LUMP SUM WORK ITEM DESCRIPTIONS

- A. Refer to Project Specifications and Drawings for further description of work scope.
- B. Expansion joint replacement:
1. Removing and disposing of existing joint seal system
 2. Cleaning and preparing joint surface
 3. Installing new joint seal
 4. Permitting seal to cure adequate time
- C. Construction joint replacement. The cost of this work includes:
1. Removing existing sealant and preparing concrete surface for new sealant
 2. Installing bond breaker
 3. Applying primer
 4. Installing sealant
 5. Permitting sealant to cure adequate time
- D. Rout and seal cracks in slab. The cost of this work includes:
1. Existing sealant removal, if present
 2. Routing crack or joint
 3. Installing bond breaker
 4. Applying primer
 5. Installing sealant
 6. Permitting sealant to cure adequate time
- E. Inspection and cleaning of drain lines. The cost of this work includes:
1. Temporarily removing and replacing each drain cover to accommodate work
 2. Snaking and cleaning full length of all elevated drain lines to remove debris and eliminate existing condition of ponding water at drain locations
 3. Disposal of debris
- F. Horizontal drain line replacement at Chester Street Parking Structure. The cost of this work includes:
1. Removing and disposing of all horizontal drain lines, elbows, and vertical connectors between riser connections and drain bowls
 2. Installing new elements and accessories
- G. Structural steel moment connection and repair at Park Street Parking Structure. The cost of this work includes:
1. Removing and replacing tee bearing seats to accommodate work
 2. Removing and replacing all moment connection plates
 3. Surface preparation
 4. Weld inspections
 5. Steel coating
 6. Disposal of unused steel materials

- H. Brick removal and replacement at Peabody Street Parking Structure. The cost of this work includes:
1. Removing, salvaging, and resetting brick masonry cladding to accommodate work at two Lower Level columns.

1.7 UNIT PRICE WORK ITEMS

- A. Partial-depth horizontal concrete repair. The cost of this work includes:
1. Furnishing labor and materials
 2. Partial-depth removal and disposal of sound and unsound concrete, assuming an average depth of 3 ½ inches
 3. Sawcutting edges of removal area
 4. Sandblasting clean exposed concrete and air blasting
 5. Applying two coats minimum of corrosion protection to reinforcing bars.
 6. Forming and recasting repair with ready-mix concrete or proprietary repair concrete
 7. Curing
 8. Note: The installation of supplemental steel reinforcing and dowels will be paid separately on an as needed basis, as directed by the Engineer.
- B. Partial-depth vertical concrete repair. The cost of this work includes:
1. Furnishing labor and materials
 2. Partial-depth removal and disposal of sound and unsound concrete, assuming an average depth of 4 inches
 3. Sawcutting edges of removal area
 4. Sandblasting clean exposed concrete and air blasting
 5. Applying two coats minimum of corrosion protection to reinforcing bars.
 6. Forming and recasting repair with ready-mix concrete or proprietary repair concrete
 7. Curing
 8. Note: The installation of supplemental steel reinforcing, shoring of one level, and dowels will be paid separately on an as needed basis, as directed by the Engineer.
- C. Epoxy-injection repair. The cost of this work includes:
1. Furnishing labor and materials
 2. Prepare concrete surface adjacent to cracks
 3. Installing inspection ports
 4. Installing surface seal material to the concrete
 5. Epoxy injection
 6. Cleaning surface of excess materials by grinding or other means so that face of repaired crack is finished flush with adjacent surface

1.8 ALTERNATE WORK ITEMS

- A. No Alternate Work items are being solicited at this time.

1.9 SCHEDULE

- A. Schedule: It is anticipated that work will begin in September 2021.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION 01 11 00

**SECTION 02 01 11
SHORING**

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Supply, installation, and removal of temporary shoring to vertically support structural elements during demolition and construction operations.
- B. Related Sections include the following:
 - 1. Section 03 01 31 – Concrete Removal and Surface Preparation

1.2 REFERENCES

- A. Reference Standards: All standards latest edition as of the date of the Specification:
 - 1. American Association of State Highway and Transportation Officials (AASHTO)
 - a. Guide Design Specification for Bridge Temporary Works
 - 2. American Concrete Institute (ACI)
 - a. ACI 301 - Specifications for Structural Concrete for Buildings
 - b. ACI 318 - Building Code Requirements for Structural Concrete
 - c. ACI 347 - Guide to Formwork for Concrete
 - d. ACI 563 – Specifications for Repair of Concrete in Buildings
 - 3. American Institute of Steel Construction (AISC)
 - a. Specification for Structural Steel Buildings - Allowable Stress Design

1.3 PAYMENT

- A. Include one floor level of shoring within Peabody Street Parking Structure base bid scope of work:
 - 1. Contractor is responsible for design of shoring, developing shoring procedures, preparing shoring submittals, and providing and installing shoring.

1.4 COORDINATION

- A. Coordinate with Owner's Representative and with other trades to ensure that shoring does not interfere with Owner use of Site or work of other trades.
- B. The Contractor shall be responsible for means and methods of shoring and temporary support and for the sequences and procedure being used.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's literature and technical data indicating type of shoring proposed for use and safe load-carrying capacity of shoring for heights and lengths of shoring components to be used.
- B. Shop Drawings: Shop drawings showing locations, distribution, and quantity of shoring. Include connection and bearing details.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store shoring materials in approved storage area at Site, such that materials do not interfere with Owner's continued use of facility.
- B. Limit stored materials on structure to safe loading capacity of structure at time materials are stored, so as to preclude damage to materials and structures.

1.7 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to start of Work. Promptly notify Architect/Engineer of conditions found to be different than those indicated in the Contract Documents. Architect/Engineer will review situation and inform Contractor and Installer how to proceed.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.

PART 2 PRODUCTS

2.1 MANUFACTURED ASSEMBLIES

- A. Design Criteria:
 - 1. Design for dead load and minimum 20-pound-per-square-foot construction load over tributary area of member being repaired, as follows:
 - a. Design shall include a minimum factor of safety of 2.0.
 - b. Design spreaders to distribute load over an effective area to result in a 2,500 psf or less bearing pressure on the concrete slab.
 - c. Consider removal of loads from member and transfer of loads into structure below, without overloading structural members.
 - d. Detail shoring to avoid interference with Owner operations.
 - e. Consider shoring stiffness relative to stiffness of members being shored.
- B. Shoring: Steel posts, steel frames, or other steel assemblies with sufficient capacity to support calculated shoring loads at spacing and positioning shown on shop drawings.
 - 1. Adjustable through positive means, such as screw jacks, to achieve tight fit to structure above and below and to compensate for elastic shortening of shores during loading and service.
 - 2. Use undamaged components, including bracing, supplied by shoring manufacturer.

2.2 ACCESSORIES

- A. Spreaders:
 - 1. At bottom of shores: steel or timber cribbing with minimum a minimum cross section of 3-1/2 inches by 3-1/2 inches, 2x wood bearing pads, or other material; with sufficient bearing area and length to distribute shoring reactions into supporting structural element below.
 - 2. At top of shores: Timber or steel spreader beams or wood bearing pads; to fully support member being shored without damage to member surface.
- B. Shims: Wood or steel; at bearing points above shores to ensure tight contact with shored member.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting installation or performance of shoring Work.
 - 1. Ensure that work done by other trades is complete and ready for shoring Work.
 - 2. Notify Engineer in writing of conditions which may adversely affect installation or performance of shoring Work and recommend corrections.
 - 3. Do not proceed with shoring Work until adverse conditions have been corrected and reviewed by Engineer.
 - 4. Commencing shoring Work constitutes acceptance of Work surfaces and conditions.

3.2 INSTALLATION

- A. Install shoring at locations designated by Architect/Engineer, before repair work begins.
 - 1. Notify Architect/Engineer of any additional locations identified where extent of deterioration or suspect existing construction indicates that shoring may be necessary.
- B. Install shoring in accordance with manufacturer's recommendations and approved shop drawings at designated locations and at additional locations designated by Engineer. Installed assembly shall be of such quality that assembly will support imposed loads without excessive settlement or deflection.
 - 1. Position to avoid interference with Owner operations.
 - 2. Install snug, plumb, and square. Install cross-bracing recommended by shoring manufacturer and shoring designer to prevent buckling failure of individual members and overall shoring stability failure. Extend shoring above and below level of repair work as required by shoring design.
 - 3. Install spreader beams or bearing pads and shims as necessary, and adjust shores to ensure tight, uniform fit against structural element to be supported. Minimize differential loading of vertical shoring members.
 - 4. Install timber cribbing wood or wood bearing pads as necessary to distribute loads into supporting elements. If more than 1 layer of cribbing is required, install each successive layer perpendicular to preceding layer.
 - 5. If shoring is to be placed on coated or finished surface, protect surface from damage with plywood, plastic sheets, or other means.
- C. Preload shores with screw jacks to bring shoring into a uniform, snug-tight condition.
- D. Protect shores from damage from construction activities, Owner use of facility, and other causes.
- E. Check shores daily and adjust as necessary to maintain snug condition, plumbness, and full effectiveness.
- F. Modify and adjust shoring as required to meet conditions of work and to ensure Project safety.

3.3 REMOVAL OF SHORES

- A. Remove shores when compressive strength of repair concrete exceeds 75 percent of its specified 28-day strength. Contractor may elect to have additional concrete strength tests performed at his own expense, to confirm when repair concrete meets removal requirements.

- B. Store shoring materials in approved storage area at Site, such that materials do not interfere with Owner's continued use of facility. Promptly remove shoring materials from Site when no longer needed for work.

END OF SECTION 03 01 01

SECTION 03 01 31
CONCRETE REMOVAL AND SURFACE PREPARATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Concrete removal and surface preparation prior to concrete replacement, including:
 - 1. Removal of unsound and sound concrete.
 - 2. Preparation of concrete and steel surfaces.
 - 3. Coating reinforcing bars and embedded steel with corrosion-inhibiting material.
 - 4. Supply and installation of supplemental epoxy-coated reinforcing bars.
 - 5. Supply and installation of epoxy-grouted steel dowels.
- B. Related Sections include the following:
 - 1. Section 02 01 11 – Shoring
 - 2. Section 03 01 34 – Concrete Replacements
 - 3. Section 03 01 38 – Epoxy Injection
 - 4. Section 03 15 11 – Expansion Joint Seals
 - 5. Section 07 92 00 – Joint Sealants

1.2 REFERENCE

- A. Reference Standards: All standards latest editions as of the date of the Specification
 - 1. American Concrete Institute (ACI)
 - a. ACI 315 - Details and Detailing of Concrete Reinforcement
 - b. ACI 318 - Building Code Requirements for Structural Concrete
 - c. ACI 563 – Specifications for Repair of Concrete in Buildings
 - 2. Concrete Reinforcing Steel Institute (CRSI)
 - a. Manual of Standard Practice
- B. Reference Guides: All guides latest editions as of the date of the Specification
 - 1. International Concrete Repair Institute (ICRI)
 - a. No. 03730 Guideline for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
 - b. No. 03732 Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays

1.3 PAYMENT

- A. Included within allowance work as applicable.
 - 1. Concrete removal and surface preparation included in concrete replacement work.
 - 2. Supply and installation of supplemental steel reinforcement and epoxy-grouted dowels to be paid on a unit price basis within allowance amount (to be requested at a later date as needed).

1.4 COORDINATION

- A. Coordinate with Owner's Representative and with other trades to ensure that adjacent areas are not adversely affected by concrete removal Work.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's literature and technical data for corrosion-inhibiting coating material, and epoxy for epoxy-grouted dowels, indicating applicability of product for proposed use.
- B. Certificates:
 - 1. For installer of epoxy-grouted dowels: ACI-CRSI Certification as Adhesive Anchor Installer.
- C. Epoxy-Coated Reinforcing Steel:
 - 1. Mill test reports for steel reinforcement, indicating conformance with ASTM A615/A615M.
 - 2. Certification from CRSI indicating that coating applicator is certified by CRSI Epoxy Plant Certification Program.
 - 3. Certification statement from coating applicator that material, coating process, and coating properties conform to ASTM A775/A775M, including preheat temperatures, cure times, thickness checks, holidays detected, and bend test results for each bar size.
- D. Confinement, Collection, and Disposal Plan: Written plan for confining, collecting, and disposing of broken concrete, sandblast grit, dust, debris, existing reinforcing, and other waste material resulting from removal operations and surface preparation.

1.6 QUALITY ASSURANCE

- A. Contractor Qualifications: Engage an experienced concrete restoration firm to perform work of this Section. Demonstrate that the firm has completed work similar in material, design, scope, size, and extent to that indicated for this Project with a record of successful in-service performance.
 - 1. Field Supervision: Maintain experienced full-time supervisors on Project site during times that removal and preparation work is in progress. Do not change supervisors during Project except for causes beyond the control of the Contractor.
 - 2. Workers: Minimum 2 years in related concrete restoration. Fully supervise apprentices with an experienced tradesperson.
- B. Mockups: Demonstrate adequacy of concrete removal and surface preparation procedures as part of mockups in 03 01 34.
- C. Qualifications for Installer of Epoxy-Grouted Dowels: Experienced individual with current ACI-CRSI certification as Adhesive Anchor Installer.
 - 1. Applicable only for anchors in horizontal or upwardly inclined orientations.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such manner as to prevent damage to materials or structure.
- B. Deliver materials to Site in original containers and packaging with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.

- C. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
- D. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature and humidity range required by material manufacturer.
- E. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- F. Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from Site as soon as possible.
- G. Remove materials that cannot be applied within stated shelf life from Site and replace with new materials.

1.8 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to start of concrete removal Work. Notify Engineer of conditions found to be different than those indicated in the Contract Documents. Engineer will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Dust, Fume, and Noise Controls:
 - 1. Confine dust and debris to Work area and prevent from entering portions of facility that remain in use.
 - 2. Direct equipment exhaust away from occupied spaces. Vent equipment operating within structure to outside or condition exhaust gases with catalytic converter.
 - 3. Operate equipment at noise levels conforming to requirements of city, state, and federal laws and codes, and Owner limitations.
- D. Maintain adequate ventilation during preparation and application of materials.

1.9 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials or mislocation of embedded elements such as reinforcing steel, which may interfere with proper execution of the Work.
 - 1. Notify Engineer of conditions that may interfere with proper execution of the Work prior to proceeding with Work.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Corrosion-Inhibiting Coating Materials: Use material specifically intended for reinforcing steel embedded in concrete.
 - 1. Zinc-rich Steel Primer:

- a. MasterProtect P 8100 AP, supplied by BASF Construction Chemicals, LLC.
 - b. ECB - Electro-Chemical Barrier, supplied by Conproco,
 - c. or approved equal.
 2. Epoxy Coating:
 - a. Sikadur 32 Hi-Mod by Sika Corporation
 - b. or approved equal.
 3. Cementitious Coating:
 - a. Sika Armatec 110 EpoCem by Sika Corporation
 - b. or approved equal
- B. Epoxy-Coated Reinforcing Bars: Deformed bars with 60,000 psi minimum yield strength conforming to ASTM A615/A615M, Grade 60. Sizes as shown on Drawings or directed by Engineer.
 1. Reinforcing bars shall be shop-coated with fusion-bonded protective coating of epoxy powder applied by electrostatic spray method or electrostatic fluidized-bed method in accordance with ASTM A775/A775M.
 - a. Reinforcing bars shall be supplied by certified CRSI epoxy-coating application plant. Furnish certification statement with each shipment.
 - b. Repair Material: Liquid, two-part, epoxy repair material; supplied by epoxy resin manufacturer and complying with requirements of ASTM A775A/A775M.
 2. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars in place. Bar supports shall be manufactured from steel wire, plastic, or precast concrete in accordance with "Bar Support Specifications and Standard Nomenclature" in CRSI *Manual of Standard Practice*.
 - a. With epoxy-coated reinforcing steel, use metal chairs and supports coated with epoxy, plastic, or other inert dielectric polymer coating.
 3. Plastic-Coated Tie Wire: Wire used to secure bars during concrete placement shall be 16-gauge steel wire, and shall be plastic coated to protect the reinforcing coating from physical damage.
- C. Steel Wire and Welded Wire Reinforcement, Plain and Deformed: Steel wire and welded wire reinforcement shall conform with 65,000 pounds per square inch minimum yield strength conforming to ASTM A1064.
 1. Epoxy coated wire and welded wire reinforcement shall conform to the requirements of ASTM A884.
 2. Welded Wire Reinforcement shall be epoxy coated 6x6-W4xW4, unless otherwise approved by Engineer based on existing reinforcing. Use epoxy coated 6x6-W4xW4 for all new installations where not otherwise specified
- D. Epoxy-Grouted Dowels:
 1. Dowels: ASTM A615/A615M, Grade 60, epoxy-coated steel bars, cut true to length with ends square and free of burrs.
 2. Epoxy-Adhesive for Dowels: Adhesive must be supplied in pre-measured sausages. Use one of the following:
 - a. HIT-HY 200-R hybrid adhesive supplied by Hilti, Inc.
 - b. AC100+ Gold vinylester supplied by Powers Fasteners.
 - c. Or approved equal.

2.2 FABRICATION

- A. Fabricate and detail steel reinforcement to shapes and dimensions shown on Drawings in accordance with and within fabricating tolerances shown in CRSI's *Manual of Standard Practice*.
- B. Bends and hooks shall conform to dimensions defined as "ACI Standard Hooks" in CRSI's *Manual of Standard Practice* unless otherwise shown on Drawings.
- C. Welded Wire Reinforcing shall conform to the recommendations of the Wire Reinforcing Institutes WWR 400-R-03.
- D. Do not bend or straighten reinforcing bars in manner that will injure coating material. Reduce rate of bending as necessary to minimize cracking or debonding of coating. Promptly coat visible cracking or debonding of coating in bending area and elsewhere, except that hairline cracks, 0.003 inches or less in width, at base of bar deformation need not be coated.

2.3 EQUIPMENT

- A. Pneumatic chipping hammers of nominal 15-lb class or less for removal of concrete from beneath and adjacent to reinforcing steel, and for detail excavation work.
- B. Pneumatic chipping hammers of nominal 30-lb class or less for removal of concrete at repair openings, and where conventional reinforcement has been exposed and will not be damaged by jack-hammering.
- C. Shotblast equipment capable of properly cleaning and preparing the surface for the installation of the waterproofing membrane or silane sealer.
- D. Sandblasting equipment capable of removing all rust from the exposed steel reinforcement, and laitance, dirt and debris from exposed concrete surfaces.
- E. High pressure, oil-free compressed air equipment capable of removing dust, dirt, and water from concrete repair areas, and exposed concrete surfaces.
- F. Sawing equipment shall be capable of sawcutting the existing concrete to the specified depth.
- G. Other equipment such as scrapers, scarifiers, etc., as required to remove existing coatings.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting concrete removal Work.
 - 1. Ensure that work done by other trades is complete and ready for concrete removal Work.
 - 2. Verify that areas and conditions under which concrete removal Work is to be performed permit proper and timely completion of Work.
 - 3. Notify Engineer in writing of conditions which may adversely affect concrete removal Work and recommend corrections.
 - 4. Do not proceed with concrete removal Work until adverse conditions have been corrected and reviewed by Engineer.

5. Commencing concrete removal Work constitutes acceptance of Work surfaces and conditions.

3.2 CONCRETE REMOVAL AND SURFACE PREPARATION

- A. Sound concrete surfaces and mark with paint areas of unsound concrete. Engineer will review markings before concrete removal Work begins. Provide a minimum of 24 hours advance notice to Engineer prior to commencing concrete removal.
- B. Prior to concrete removal Work:
 1. Remove abandoned plumbing and electrical lines and associated fixtures that interfere with Work. Shore active plumbing and electrical lines and reattach at completion of Work. Owner will relocate active plumbing and electrical lines that cannot be temporarily supported.
 2. Install shoring as specified or directed by Engineer.
 3. Develop plan for confining and disposing of broken concrete and other debris from removal Work.
 4. Develop and implement plan for assessing and monitoring lead hazard during concrete removal. Perform removal to minimize hazards due to the disturbance of lead paint.
- C. Concrete removal areas:
 1. Where possible, make rectangular in shape in plan.
 2. Avoid re-entrant corners.
 3. Extend at least 4 inches beyond edge of unsound concrete.
- D. Create square edges of removal areas.
 1. Sawcut 1/2 inch at top surface removal areas. Do not saw through reinforcing steel, embedded electrical conduits, or other embedments.
 2. Chip or sawcut square edges of overhead and vertical removal areas at least 1/2 inch deep. For areas to be repaired with shotcrete, taper remainder of edges at 1:1 slope into cavity to eliminate square edges.
- E. Remove unsound concrete and, as necessary, sound concrete to create minimum removal depth of 2 inches and gaps around partially exposed reinforcing bars of at least 3/4 inches.
 1. Exercise care to avoid cracking underlying sound concrete, punching through member, or damaging embedments such as electrical conduit.
 2. Limit chipping hammer size and impact angle to minimize damage to sound concrete. Impact angle shall be no more than 60 degrees to surface.
 3. Avoid abrupt changes in depth of removal.
- F. Prepare concrete surfaces in repair areas to have a minimum peak-to-valley surface roughness of approximately 1/4 inch, meeting the requirements of ICRI CSP 7. Achieve preparation using chipping hammers or by scarification.
- G. Notify Engineer and Owner's Representative of embedded electrical conduit encountered in removal areas. Proceed as directed by Engineer and Owner's Representative. Unless otherwise directed, remove abandoned conduit and wires in removal area.
- H. At full-depth removal areas, slope removal area edges downward and inward at a slope of one to one.
- I. Inspect and sound concrete surfaces in and around removal areas. Remove additional unsound concrete. Sawcut or chip square new removal area perimeter as necessary.

- J. Sandblast clean surfaces of removal area, including vertical edges, to remove surface contaminants, loose pieces of concrete, and concrete that is bruised or micro-fractured and to roughen surfaces. Air blast clean removal area surfaces with dry, oil-free compressed-air jet.
- K. Inspect prepared concrete surfaces and remedy defects. Allow Engineer at least 48 hours to observe prepared surfaces prior to patch placement.

3.3 REINFORCEMENT PREPARATION

- A. Leave existing reinforcing in place unless otherwise directed by Engineer.
- B. Notify Engineer of reinforcing bars that are incorrectly located or have less than 1/2 inch of concrete cover; are damaged or fractured; or have lost more than ten percent of their original cross-sectional area at any point. Engineer will determine remedial action.
- C. Sandblast clean exposed steel surfaces, including existing reinforcement and embedments, to SSPC-SP 6/NACE No. 3 finish, with minimal rust or concrete debris. Clean steel surfaces with dry, oil-free compressed-air jet. Exercise care to clean undersides of reinforcing bars. Protect tendon sheathing from damage during sandblasting.
- D. Inspect prepared steel surfaces and clean remaining contaminants. Allow Engineer at least 24 hours to observe prepared surfaces prior to coating steel.
- E. Apply two coats of corrosion-inhibiting material on exposed steel surfaces.
 - 1. Batch, mix, and apply material according to recommendations of material supplier.
 - 2. Exercise care to coat difficult-to-reach surfaces, such as undersides of reinforcing bars.
 - 3. Minimize spillage on concrete surfaces. Remove materials that will act as bond breaker by chipping or other means.
 - 4. Inspect coated steel surfaces and apply additional coats to uncoated or thinly-coated areas. Allow Engineer at least 24 hours to observe prepared coated surfaces prior to concrete placement.
- F. Install supplemental epoxy-coated reinforcement as directed by Engineer.
 - 1. Remove additional sound concrete to properly position bars with minimum clear concrete cover of 1 1/2 inches and full encasement by the replacement material; and to achieve specified lap splice length with existing bars.

3.4 INSTALLATION OF EPOXY-GROUTED STEEL DOWELS

- A. Remove and replace unsound concrete at dowel locations.
 - 1. Holes shall be dry-drilled using percussive tool. Other methods of drilling must be submitted to the Engineer for approval.
 - 2. Locate existing reinforcement with reinforcing bar locator and position holes to avoid existing reinforcement.
 - 3. Do not damage existing reinforcement.
 - 4. Make hole diameter at least 1/8 inch larger than dowel diameter, unless otherwise recommended by epoxy manufacturer.
 - 5. Remove epoxy from end of dowel, if present, to be epoxied into concrete.
- B. Clean holes with stiff brush and dry, oil-free compressed-air jet to remove loose concrete, dust, and debris. Repeat brushing and blowing out hole until dust-free air emanates from hole.

- C. Inject epoxy with tube into back of hole and fill hole to front, withdrawing tube to prevent entrapped air.
 - 1. Discard initial portion of epoxy according to manufacturer's directions. Change mixing tubes as recommended by the material manufacturer.
 - 2. Install sufficient material to completely fill annular space around dowel.
- D. Insert dowel to bottom of hole and secure in center of hole, perpendicular to surface, until epoxy has set.
- E. Promptly remove excess epoxy.
- F. Apply two coats of corrosion-inhibiting material on exposed steel surfaces per Article 3.5 for dowels without shop applied epoxy coating.

3.5 NEW STEEL REINFORCEMENT

- A. General: Comply with CRSI Manual of Standard Practice for placing reinforcement
- B. Clean reinforcement of loose rust and mill scale, earth, ice and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Do not weld reinforcement unless specifically approved by Architect/Engineer.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges of adjoining sheets at least one mesh spacing plus 2 inches. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- G. Where directed by Architect/Engineer, coat new bars in accordance with requirements for existing reinforcing.
- H. Epoxy-Coated Reinforcement as directed by Architect/Engineer: Use epoxy coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D3963.

3.6 CLEANING

- A. After completing Concrete Removal and Surface Preparation Work:
 - 1. Clean all materials resulting from Work that are not intended to be part of the finished Work using appropriate cleaning agents and procedures. Exercise care to avoid damaging surfaces.
 - 2. Repair at no cost to Owner all items damaged during the Work.
 - 3. Remove and legally dispose of debris and surplus materials from Site.
- B. Remove and legally dispose of concrete and steel debris, sandblast materials, and excess materials.

END OF SECTION 03 01 31

**SECTION 03 01 34
CONCRETE REPLACEMENTS**

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Supply and placement of cast-in-place concrete for replacement applications, including formwork, reinforcement, concrete materials, mix design, batching procedures, placement procedures, finishes, and curing. Proprietary cementitious replacement materials are also included.
- B. Related Sections include the following:
 - 1. Section 02 01 11 – Shoring
 - 2. Section 03 01 31 – Concrete Removal and Surface Preparation
 - 3. Section 03 01 38 – Epoxy Injection
 - 4. Section 03 15 11 – Expansion Joint Seals
 - 5. Section 07 92 00 – Joint Sealants

1.2 PAYMENT

- A. Included within allowance work as applicable:
 - 1. Perform concrete replacement Work on unit price basis within allowance amount. Payment based on surface area of removal area.

1.3 REFERENCES

- A. Reference Standards: Latest edition as of Specification Date
 - 1. American Concrete Institute (ACI)
 - a. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials
 - b. ACI 301 - Standard Specification for Structural Concrete
 - c. ACI 305 - Standard Specification for Hot Weather Concreting
 - d. ACI 306.1 - Standard Specification for Cold Weather Concreting
 - e. ACI 315 - Details and Detailing of Concrete Reinforcing
 - f. ACI 318 - Building Code Requirements for Structural Concrete
 - g. ACI 347 - Guide to Formwork for Concrete
 - h. ACI 563 - Specification for Repair of Concrete in Buildings
 - 2. American Society for Testing and Materials (ASTM)
 - a. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field
 - b. ASTM C33 - Standard Specification for Concrete Aggregates
 - c. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - d. ASTM C42 - Standard Test Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 - e. ASTM C94 - Standard Specification for Ready-Mixed Concrete
 - f. ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete
 - g. ASTM C150 - Standard Specification for Portland Cement
 - h. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete

- i. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete
- j. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- k. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete
- l. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- m. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete
- n. ASTM C1064 - Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete
- o. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
- p. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures
- q. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing
- 3. Concrete Reinforcing Steel Institute (CRSI)
 - a. CRSI Manual of Standard Practice

B. Definitions:

- 1. Cementitious Materials: Portland cement alone or in combination with one or more of fly ash, silica fume, and other pozzolans, or slag cement.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
 - 1. With Owner's Representative.
 - 2. With other trades:
 - a. To ensure that work done by other trades is complete and ready for concrete replacement Work.
 - b. To avoid or minimize work on, or in immediate vicinity of, concrete replacement Work in progress.
 - c. To ensure that subsequent work will not adversely affect completed concrete replacements.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and mixing and application or placement instructions.
 - 1. Include temperature ranges for storage and application of materials, and special cold-weather application requirements or limitations.
 - 2. Include Globally Harmonized System (GHS) Safety Data Sheets for information only; safety restrictions are the sole responsibility of the Contractor.
- B. Design Mixes: For each concrete mix, including required test reports.
 - 1. Proportions of materials.
 - 2. Mill tests and certification for cement, fly ash, and slag cement. Certification for silica fume.
 - 3. Sieve analysis for fine and coarse aggregate.
 - 4. Test results for deleterious substances in aggregates and potential aggregate reactivity.
 - 5. Slump during laboratory tests.
 - 6. Air content during laboratory tests.

7. Three-, seven-, and 28-day laboratory compression test results. Minimum three cylinders at each test age.
 8. Indicate:
 - a. Amount of mix water to be withheld for later addition at Site.
 - b. Range of high-range, water-reducing admixture dosage that may be added at Site without adversely affecting hardened concrete.
 9. Report on alkali reactivity for proposed aggregate.
- C. Field Quality Control: Batch tickets for ready-mix concrete.

1.6 QUALITY ASSURANCE

- A. Contractor Qualifications: Experienced firm that has successfully completed concrete replacement work similar in material, design, and extent to that indicated for the Project. Must have successful construction with specified materials in local area in use for minimum of five years.
 1. Employ foreman with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during the Work. Do not change foremen during the course of the Project except for reasons beyond the control of Contractor; inform Architect/Engineer in advance of any changes.
- B. Ready-Mix Supplier Qualifications: ASTM C94/C94M; Certification of Production Facilities and Delivery Vehicles by National Ready Mixed Concrete Association.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to the Owner's Representative and the Engineer, qualified according to ASTM C1077 and ASTM E329 to conduct the testing indicated.

1.7 WARRANTY

- A. All concrete repairs shall be guaranteed for a period of two years after the completion of the Contract Work against all surface defects, delamination of the patch material from the substrate concrete, delamination within the patch material itself, and patch deterioration.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such manner as to prevent damage to materials or structure.
- B. Deliver, store, and handle reinforcing steel to prevent bending and damage.
 1. Avoid damaging reinforcement coating.
 2. Repair damaged reinforcement coating according to ASTM D3963/D3963M.
- C. For proprietary materials:
 1. Deliver materials to Site in original bags and containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.

2. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
 3. Store materials in original, undamaged bags or containers in a clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Manufacturer's standard packaging and covering is not considered adequate weather protection.
- D. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- E. Conspicuously mark damaged or opened bags or containers or bags or containers with contaminated materials, and remove from Site promptly.
- F. Remove materials that cannot be applied within stated shelf life from Site and replace with new materials.

1.9 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to the start of concrete replacement Work. Notify Architect/Engineer of conditions found to be different than those indicated in the Contract Documents. Architect/Engineer will review situation and inform Contractor of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.

1.10 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
1. Notify Architect/Engineer of conditions that may interfere with proper execution of the Work or jeopardize performance of the Work, prior to proceeding with the Work.

PART 2 PRODUCTS

2.1 FORM MATERIALS

- A. Forms: Plywood, lumber, metal, plastic, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
1. Use panels that will provide continuous, true, and smooth concrete surfaces.
 2. Furnish panels in largest practicable sizes to minimize number of joints.
 3. Do not use rust-stained, steel, form-facing material.
 4. For Smooth-Form Finish: Use form-facing material capable of producing smooth, uniform texture on concrete. Do not use form-facing materials with raised grain, torn surfaces, worn edges, dents, or other defects that will impair texture of concrete surface.

- B. Accessories:
1. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 inch by 3/4 inch minimum.
 2. Form Ties: Factory-fabricated; removable or snap-off metal or glass-fiber-reinforced plastic form ties; designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - a. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of the exposed concrete surface.
 - b. Furnish ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.
 3. Form-Release Agent: Commercially-formulated form-release agent that will not bond with, stain, or adversely affect the concrete surface and will not impair subsequent treatments of the concrete surface.
 - a. Formulate form-release agent with rust inhibitor for steel, form-facing materials.

2.2 STEEL REINFORCEMENT

- A. Refer to Section 03 01 31.

2.3 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of same brand from same manufacturer's plant, each aggregate from one source, and admixtures through one source from single manufacturer.
- B. Portland Cement: ASTM C150/C150M, Type I or III.
- C. Fly Ash: ASTM C618, Class F or C.
- D. Ground-Granulated Blast-Furnace Slag (GGBFS): ASTM C595.
- E. Silica Fume: ASTM C1240, amorphous silica.
- F. Aggregates: ASTM C33/C33M; from single source with documented record of at least ten years of satisfactory service using similar aggregates and cementitious materials in similar applications and service conditions.
1. Coarse Aggregates: Uniformly graded; 3/8-inch nominal maximum size; Class 4S.
 2. Alkali Reactivity: Coarse and fine aggregates shall have expansion indicative of innocuous behavior; that is, less than 0.10 percent expansion after 16 days when tested according to ASTM C1260; or mitigating measures shall be included in concrete mix.
 - a. Provide ASTM C1260 test results for aggregates proposed for use, performed within last year.
 - b. If reported expansion is 0.10 percent or more at 16 days after casting, use mitigation measures shown to render innocuous results when tested according to ASTM C1260 or provide coarse and fine aggregates from a remote source, with expansion indicative of innocuous behavior when tested according to ASTM C1260. ASTM C1293 procedure may be substituted for ASTM C1260. ASTM C1293 expansion shall be less than 0.04 percent at 1 year.
- G. Water: Potable.

2.4 ADMIXTURES:

- A. General: Admixtures certified by manufacturer to contain no more than 0.1 percent chloride ions and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
 - 1. Air-Entraining Admixture: ASTM C260/C260M.
 - 2. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 - 3. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
 - 4. Water-Reducing and Accelerating Admixture: ASTM C494/C494M, Type E.
 - 5. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D

2.5 PROPRIETARY REPLACEMENT MATERIALS

- A. For Formed Vertical and Overhead Replacements: Cementitious mortar with 3/8-inch aggregate added, per manufacturer's recommendations; polymer-modified or silica-fume additive. Use one of the following or approved equal:
 - 1. MS-S10 Self-Consolidating Concrete, by King Packaged Materials Company.
 - 2. Sikacrete 211 or Sikacrete 211 SCC Plus, by Sika Corporation
 - 3. FormFlo P-38, by JE Tomez & Associates
 - 4. MasterEmaco S 440, by BASF Construction Chemicals, LLC.
 - 5. Meadow-Crete FNP Extended, by W.R. Meadows.
- B. For Top Surface Replacements: Rapid-strength repair mortar with 3/8-inch aggregate added, per manufacturer's recommendations. Use one of the following or approved equal:
 - 1. MasterEmaco T 430 or T 415 manufactured by BASF Construction Chemicals, LLC.
 - 2. SikaQuick 1000 or 2500 manufactured by Sika Corporation.
- C. For Trowel-Applied Replacements Vertical and Overhead Surfaces: Polymer- or silica-fume-modified, cementitious, non-sag mortar that is specifically intended for this application. Only to be used at locations approved by Architect/Engineer. The patching mortar shall not be installed in layers and shall not be installed in depths exceeding 1 1/2 inches. Use one of the following or approved equal:
 - 1. MasterEmaco N 400 manufactured by BASF Construction Chemicals, LLC.
 - 2. SikaTop 123 Plus manufactured by Sika Corporation.
 - 3. Mapei Planitop X, by Mapei.
 - 4. SikaQuick VOH, by Sika Corporation.
- D. Do not use proprietary replacement materials that contain added gypsum.

2.6 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C171, white burlap-polyethylene sheet.
- B. Water: Potable.
- C. Membrane-Forming Curing Compound (for underside patches only): ASTM C309, Type 1; Solvent-borne; VOCs less than 350 g/L and legal limits compatible with new coating. Silicate materials shall not be used.

2.7 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mixes or field-test data, according to ACI 301.
 - 1. Use qualified independent testing agency conforming to requirements of ASTM C1077 for preparing, testing, and reporting proposed mix designs for laboratory trial mix basis.
- B. Partial and Full Depth Replacements: Proportion normal-weight concrete mix as follows:
 - 1. 28-day Compressive Strength: 5,000 pounds per square inch.
 - 2. Fly Ash or Slag Cement: Include 20 to 25 percent by mass of total cementitious materials, as cement replacement, unless otherwise approved.
 - 3. Silica Fume: Maximum 10 percent by mass of total cementitious materials, as cement replacement, unless otherwise approved.
 - 4. Maximum Water-Cementitious Materials Ratio, by weight: 0.45
 - 5. Slump: 4 inches maximum.
 - a. With High-Range, Water-Reducing Admixture:
 - 1) 2- to 4-inch slump prior to adding admixture.
 - 2) 8 inches maximum slump after admixture is added.
 - 6. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content of 7 (+/- 1.5) percent, unless otherwise indicated.
 - 7. Admixtures: Use admixtures according to manufacturer's written instructions.
 - a. Use water-reducing admixture. Alternately use high-range, water-reducing admixture (superplasticizer), as required, for placement and workability.
 - b. Use retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 8. Shrinkage: 600_micro-strain maximum at 90 days when tested according to ASTM C157.
 - 9. Bond Strength: ASTM C1583/1583M, ICRI Guide for Using In-Situ Tensile Pull-off Tests to Evaluate Bond of Concrete Surface Materials; 175 pounds per square inch minimum, failure away from bond line; unless properly prepared substrate precludes achieving minimum strength.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting installation or performance of concrete replacements.
 - 1. Ensure that work done by other trades is complete and ready for concrete replacement Work.
 - 2. Verify that areas and conditions under which concrete replacement Work is to be performed permit proper and timely completion of the Work.
 - 3. Notify Architect/Engineer in writing of conditions which may adversely affect installation or performance of concrete replacements and recommend corrections.
 - 4. Do not proceed with concrete replacement Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
 - 5. Commencing concrete replacement Work constitutes acceptance of Work surfaces and conditions.

3.2 PROTECTION

- A. Take precautions to ensure the safety of people, including building users, passers-by, and workmen, and protection of property, including adjacent building elements, landscaping, and motor vehicles.
- B. Install protection to prevent damage to existing roofing.
- C. Prevent construction debris and other materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
- D. Protect paving and sidewalks, and adjacent building areas from mechanical damage due to scaffolding and other equipment.
- E. Limit access to Work areas.
- F. Erect temporary protective canopies, as necessary, over walkways and at points of pedestrian and vehicular access that must remain in service during Work.
- G. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

3.3 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
 - 1. Limit abrupt or gradual concrete surface irregularities to ACI 347R Class A, 1/8 inch.
 - 2. Form openings, chases, offsets, keyways, reglets, blocking, screeds, and bulkheads required in Work. Determine sizes and locations from trades providing such items.
 - 3. Chamfer exterior corners and edges of permanently exposed concrete to match existing.
 - 4. Construct forms tight enough to prevent loss of concrete mortar.
- C. Forms shall consist of new 5/8 in. or 3/4 in. 5-ply structural plywood of concrete form grade. Plywood which is in good condition may be reused for formed surfaces. The forms shall receive an oil-based form release agent prior to use. Metal or styrofoam may also be used for formwork with the approval of the Engineer.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, and recesses, for easy removal.
- E. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.
- F. Provide temporary openings for cleanouts and inspection ports where the interior area of the formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

- G. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris immediately before placing concrete.
- H. Retighten forms and bracing before placing concrete to prevent mortar leaks and maintain proper alignment.

3.4 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support the weight of concrete, may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete, provided concrete is hard enough not to be damaged by form-removal operations and provided curing and protection operations are maintained.
- B. Leave formwork for beam soffits, joists, slabs, and other structural elements that support the weight of concrete in place until concrete has achieved at least 75 percent of its 28-day design compressive strength and a minimum of 7 days.
- C. Clean and repair surfaces of forms to be reused in the Work. Do not use split, frayed, delaminated, or otherwise damaged form-facing material, or patched forms, for exposed surfaces.

3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI Manual of Standard Practice for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Do not weld reinforcement unless specifically approved by Architect/Engineer.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D3963/D3963M.

3.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94/C94M, and furnish batch ticket information.
 - 1. Deliver concrete to Site and discharge within 90 minutes or before 300 revolutions of mixer drum, whichever comes first, after introduction of mix water. When air temperature is between 85 and 90 degrees F, reduce mixing and delivery time to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes. Due to the nature of the Work, trucks with short loads may be required. Concrete that exceeds the specified time limits shall be rejected.

2. Indiscriminate addition of water to increase the slump is prohibited. When concrete arrives at project site with slump below that suitable for placing, water may be added provided that the maximum permissible slump is not exceeded. Do not add water after the addition of high-range water-reducing admixture. In the event water is added at site, it shall be incorporated by additional mixing equal to at least 30 revolutions of the drum at the mixing speed recommended by the manufacturer. If additional water is added, the amount added shall be noted on the delivery ticket and the ticket signed by person authorizing addition of water. Concrete to which water has been added in such amounts as to cause the water/cement ratio to exceed the specified maximum allowable value will be rejected.
 3. When a high-range water-reducing admixture is added, it shall be incorporated at the site by additional mixing as specified by the manufacturer. If unspecified, 70 revolutions of the drum shall be required to ensure proper mixing.
 4. Do not add water-reducing or high-range, water-reducing admixture indiscriminately to increase slump.
 5. Introduce high-range, water-reducing admixture at the Site with additional mixing per the manufacturer's recommendations.
 6. Reject concrete that arrives at the Site with a slump exceeding the maximum specified slump.
- B. Site Mixing: Measure, and mix concrete materials and concrete as recommended in ACI 546.4R-20 Guide for Job Site Quality Control and Quality Assurance of Cementitious Packaged Materials.
1. Site mix pre-bagged, proprietary materials only.
 2. Develop batching and mixing operations so that quality control is assured.
 3. Designate one or two individuals to batch and mix concrete. Fully instruct these individuals on batching and mixing procedures. No other persons shall batch or mix concrete without prior notification to Architect/Engineer.
 4. If the weight of the packaged material is out of tolerance (more than 2 percent), contact the manufacturer for recommendations.
 5. Combine and mix ingredients to uniform consistency in accordance with the manufacturer's recommendations.

3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify the following:
1. Installation of formwork, reinforcement, and embedded items is complete.
 2. Concrete surfaces and forms are clean of frost, ice, mud, debris, and water.
 3. Forms are thoroughly wetted or oiled.
 4. Reinforcement is securely tied in place and thoroughly cleaned of ice and other coatings that may reduce or destroy bond with concrete.
 5. Required inspections have been performed.
 6. Equipment for mixing and transporting concrete is clean.
 7. Vibrators are operational.
- B. Where new concrete will be cast against existing concrete surfaces, place concrete against clean, dry substrate.

- C. For top surface and full depth repair areas where new concrete will be cast against existing concrete surfaces, wet existing surface at least 2 hour prior to placement. Prior to placing concrete, remove standing or flowing water with compressed air and allow existing concrete surface to dry to saturated, surface-dry condition with no visible water on the surface. Do not allow water to puddle.
- D. For proprietary repair materials, cast new concrete against existing concrete surfaces prepared according to recommendations of repair material manufacturer.
- E. Convey concrete from the mixer to the place of deposit in a manner such that no segregation or loss of materials occurs.
- F. Deposit concrete:
 - 1. Place concrete as near as possible to its final position to avoid segregation due to re-handling or flowing.
 - 2. Do not allow concrete to fall a vertical distance from the point of discharge to the point of deposit that will cause segregation of materials.
 - 3. Do not allow concrete to disturb or displace reinforcing bars, floor drains, or other embedments.
 - 4. Place concrete at a rate so that the concrete is plastic and flows readily into corners of forms and into spaces around reinforcing bars.
 - 5. Place concrete continuously until the replacement volume or section is completed, with no cold joints.
 - 6. Dispose of concrete that has partially set prior to placement or that has been contaminated by foreign material.
- G. Consolidate concrete with mechanical vibrating equipment, so that the concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 1. Use internal vibrators with minimum speed of 7,000 vibrations per minute and that are sufficiently narrow to fit into spaces between reinforcing bars, formwork, and existing concrete. Have extra vibrators at the Site in case a vibrator does not work.
 - 2. Do not use vibrators to transport concrete.
 - 3. Insert and withdraw vibrators vertically at uniformly spaced locations no farther apart than the visible effectiveness of the vibrator.
 - 4. At each insertion, limit the duration of the vibration to the time necessary to consolidate the concrete without causing mix constituents to segregate.
- H. Cold-Weather Placement: Protect concrete Work from physical damage or reduced strength due to frost, freezing, or low temperatures. Comply with ACI 306R and as follows.
 - 1. When the air temperature has fallen or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at the point of placement. Mix water and aggregates together before adding cement. Do not add cement if the temperature of the water/aggregate mixture exceeds 70 degrees F.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix design.

- I. Hot-Weather Placement: Protect concrete Work from physical damage or reduced strength due to rapid evaporation or overheating of concrete. Refer to Fig. 2.1.5 in ACI 305R for hot-weather conditions that may adversely affect concrete placement, finishing, and curing. Do not allow the temperature of the concrete at the time of placement to exceed 90 degrees F. When hot-weather conditions exist, use one or more of the following procedures:
 - 1. Place concrete at night or early in morning.
 - 2. Cool ingredients before mixing to maintain the concrete temperature below 90 degrees F at the time of placement. Chilled mixing water or chopped ice may be used to control the temperature; include the water equivalent of the ice in the mixing water quantity. Use liquid nitrogen to cool the concrete at Contractor's option.
 - 3. Cover steel reinforcement with water-soaked burlap so the steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
 - 4. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep the subgrade moisture uniform without standing water, soft spots, or dry areas.
 - 5. Provide windbreaks or sunshades, or both.

3.8 FINISHING TOP SURFACES

- A. Float and broom finish top surfaces.
 - 1. Float finish: Consolidate the surface with a power-driven float or by hand floating if the area is small or inaccessible to a power driven float. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until the surface is left with uniform, smooth, granular texture.
 - 2. Medium-Broom Finish: Apply medium-broom finish, perpendicular to traffic flow, on top surfaces subjected to vehicular or pedestrian traffic.
 - 3. Do not wet concrete surfaces or add cement.
- B. For large top partial depth and full-depth slab repair areas, finish and measure the surface so that the gap at any point between the concrete surface and an unleveled, freestanding, 10-foot-long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed 1/4 inch. Slope concrete to prevent puddles and to align with adjacent surfaces.
- C. At the tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.
- D. Hot-Weather Conditions: Fog the surface with water if hot, dry, or windy conditions cause moisture loss approaching 0.2 pounds per square foot per hour before or during finishing operations.

3.9 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and fill tie holes and defective areas with mortar or concrete. Remove fins and other projections exceeding 1/8 inch in height. Do not apply rubbed finish to smooth-formed finish.

3.10 CONCRETE CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Maintain concrete above 55 degrees F and in a moist condition for at least seven days after placing.
- B. Unformed Top Surfaces: Begin curing immediately after finishing concrete. Use moisture-retaining cover.
 - 1. Place cover in widest practicable width, with sides and ends lapped at least 12 inches.
 - 2. Seal sides and ends of cover by holding down with soil, concrete pieces, or some other weight, or by using waterproof tape or adhesive.
 - 3. Immediately repair holes or tears in cover during curing period, using cover material and waterproof tape.
 - 4. Re-wet concrete surface at least twice daily or as necessary to keep the concrete surface moist.
- C. Unformed Vertical and Overhead Surfaces: Begin curing immediately after form removal.
 - 1. Apply a curing compound uniformly in a continuous operation by power spray or roller according to the manufacturer's written instructions and at twice the recommended coverage rate.
 - 2. Recoat areas subjected to heavy rainfall within three hours after initial application.
 - 3. Maintain the continuity of the coating and repair damage during curing period.
- D. In cold weather, protect concrete from falling below 55 degrees F with insulating blankets or heated enclosures vented to the outside. If used, vent heaters to outside of the enclosure around the concrete replacement.

3.11 PROPRIETARY REPLACEMENT MATERIALS

- A. Measure, batch, mix, place, finish, and cure per manufacturer's recommendations.
- B. Mix concrete used for formed applications to a flowable consistency to allow for placement. Add the minimum amount of water required to obtain necessary consistency. Strictly follow manufacturer's recommendations regarding vibrating concrete during placement.
- C. For trowel-applied patching materials, the consistency of the material immediately prior to placing shall be such that it can be placed by trowel without slumping or sagging.
- D. Multiple lifts and/or formwork may be necessary to ensure sound patches.
- E. Any unsound patches shall be removed and replaced at the Contractor's expense.
- F. Where patching mortar is placed against existing concrete surfaces, the surface shall be prepared according to manufacturer's recommendations. This may include wetting the surface to a saturated surface dry (SSD) condition, or applying a scrub coat of the mortar prior to recasting the repair area. Do not use a bonding agent unless submitted and approved by the Engineer.

3.12 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair defective areas designated by Architect/Engineer. Remove and replace concrete that cannot be repaired to Architect/Engineer's satisfaction.

- B. Surface defects on exposed surfaces include:
 - 1. Voids, such as spalls, air bubbles, honeycomb, rock pockets, and form-tie voids, more than 1/4 inch in any dimension in solid concrete but not less than 1/2 inch deep.
 - 2. Cracks at least 0.01 inch wide. Notify Architect/Engineer of cracks that penetrate through section.
 - 3. Fins and other projections exceeding 1/8 inch.
 - 4. High or low spots in repaired areas that create areas of standing water that are at least 1/2 inch deep and at least 9 square feet in area.
- C. Verify that concrete curbs, expansion joints, and transitions from one surface plane to another (inside and outside corners) are cleanly formed and free of broken edges and excess concrete.
- D. Repair defects on concealed surfaces that affect concrete's durability and structural performance as determined by Architect/Engineer.
- E. As soon as possible, cut out spalls, air bubbles, honeycombs, rock pockets, and voids. Make edges of cuts perpendicular to concrete surface. Clean voids and fill with repair mortar according to the manufacturer's recommendations. Use polymer- or silica fume-modified, cementitious, non-sag mortar that is specifically intended for this application. Use one of the following or approved equal:
 - 1. MasterEmaco N 420 manufactured by BASF Construction Chemicals, LLC.
 - 2. SikaTop 123 Plus manufactured by Sika Corporation.
- F. If requested by Engineer, fill cracks with high-molecular-weight methacrylate, or low-viscosity methyl methacrylate or epoxy. Use one of the following or approved equal:
 - 1. Concrete Protector & Restorer CP&R 5741 Hi Mod Low Odor or 5742LO Low Mod manufactured by 3M.
 - 2. MasterSeal 630 manufactured by BASF Construction Chemicals, LLC.
 - 3. SikaPronto 19 TF manufactured by Sika Corporation.
- G. After concrete has gained sufficient strength to be unaffected by grinding, grind off fins, other projections, and high areas.
- H. Repair materials and installation not specified above may be used if approved by Architect/Engineer.

3.13 FIELD QUALITY CONTROL

- A. Submit batch tickets for ready-mix concrete.
- B. Testing Agency: Contractor shall engage a qualified independent testing and inspecting agency to sample materials and perform tests during concrete placement.
- C. Provide:
 - 1. Access to Work.
 - 2. Materials for sampling.
 - 3. Site facilities for sampling, testing, and storage of materials.
 - 4. Incidental labor.
- D. Testing Services: Sampling and testing of composite samples of fresh concrete shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample of each concrete mix for each day's pour.

2. Take samples from transport vehicle or mixer during discharge according to ASTM C172. Take samples at other locations if directed by Architect/Engineer.
3. Slump: ASTM C143/C143M; one test for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change. If high-range, water-reducing admixture is used, perform one test prior to adding admixture.
4. Air Content: ASTM C231/C231M; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
5. Concrete Temperature: ASTM C1064/C1064M; one test for each composite sample; and one test hourly when air temperature is 40 degrees F and below or 80 degrees F and above.
6. Compression Test Specimens: ASTM C31/C31M.
 - a. Cast four standard cylinder specimens for each composite sample, immediately after sample is taken. Store specimens at the Site for at least 16 hours at a temperature of 60 to 80 degrees F. Provide a temperature-controlled box or other enclosure if necessary. After at least 16 hours, but not more than 30 hours, transport the specimens to the laboratory and air cure at 73 degrees F and 50 percent relative humidity.
 - b. If requested by Architect/Engineer, take three additional cylinder specimens and field cure in the vicinity of the area that they represent and in the same manner as that portion of the structure.
7. Compressive-Strength Tests: ASTM C39/C39M.
 - a. Test one laboratory-cured specimen at seven days and two at 28 days. Hold the fourth specimen in reserve in case additional testing is required.
 - b. Test one field-cured specimen at three days and two at 28 days.
8. Test results shall be reported in writing to Owner's Representative, Architect/Engineer, concrete supplier, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain:
 - a. Name of concrete testing and inspecting agency.
 - b. Project identification name.
 - c. Date of concrete placement.
 - d. Individual test specimen strength, type of failure
 - e. Slump
 - f. Air content
 - g. Concrete and air temperature
 - h. Specific location of concrete batch in Work.
 - i. Concrete mix number, design compressive strength at 28 days, design slump range, and design air content range.
 - j. Specimen number, cylinder size, dates of compression tests, compressive breaking strengths and types of break for seven- and 28-day tests, and measured slump, air content, and air and concrete temperatures.
 - k. Statement that indicates whether test results are in conformance with Specifications.
9. Concrete strength is satisfactory if the average of two 28-day compressive-strength tests in each set of specimens equals or exceeds the specified 28-day compressive strength and neither test value is more than 500 pounds per square inch less than the specified 28-day strength.
10. If any seven-day compressive-strength test result is less than 75 percent of the specified 28-day compressive strength, submit revised mix design data for concrete that will conform to Specifications.

11. When the compressive strength of field-cured specimens is less than 85 percent of the companion laboratory-cured cylinders, evaluate operations and provide corrective procedures for protecting and curing the in-place concrete. Pay the cost of sampling and testing non-conforming field-cured specimens. Owner will pay the cost of sampling and testing conforming field-cured specimens.
12. Non-Conforming Concrete:
 - a. If tests indicate that concrete is not in conformance with the Specification, remove and replace non-conforming concrete or perform additional testing, acceptable to Architect/Engineer, to verify conformance with the Specification, at no cost to Owner.
 - b. Procure core samples in accordance with ASTM C42/C42M.
 - c. If tests indicate that the slump, air entrainment, or other requirements have not been met, examine core samples petrographically, according to ASTM C856, to evaluate hardened concrete characteristics.
 - d. If compressive-strength tests do not meet the acceptance requirements, procure three core samples from each portion of the structure represented by the unsatisfactory tests, and test in compression. The strength of concrete in the area represented by core tests is satisfactory if the average of three compressive strength tests equals or exceeds 85 percent of the specified 28-day compressive strength and no compressive-strength test value is less than 75 percent of the specified 28-day compressive strength. If strength acceptance criteria are not met, remove and replace non-conforming concrete areas at no cost to Owner.
 - e. Perform additional inspection and testing, at no cost to the Owner, to determine the compliance of replaced or additional work with the specified requirements.
- E. Chain drag or hammer tap concrete replacements to locate delaminations. Remove and recast delaminated replacements at no cost to Owner.

3.14 CLEANING

- A. At the end of each workday, clean the Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- B. After completing the concrete replacement Work:
 1. Clean soiling from adjacent surfaces. Exercise care to avoid scratching or damage to surfaces.
 2. Repair surfaces stained, marred, or otherwise damaged during concrete replacement Work.
 3. Clean up debris and surplus materials and remove from Site.

END OF SECTION 03 01 34

SECTION 03 01 38

EPOXY INJECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Surface preparation, supply, and injection of epoxy into cracks and joints.
- B. Related Sections include the following:
 - 1. Section 02 01 11 - Shoring
 - 2. Section 03 01 31 – Concrete Removal and Surface Preparation
 - 3. Section 03 01 34 – Concrete Replacements

1.2 PAYMENT

- A. Included within Peabody Street Parking Structure allowance work as applicable:
 - 1. Perform injection Work on unit price basis within allowance amount. Payment based on linear feet of cracks and joints injected.

1.3 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.
 - 1. ASTM International:
 - a. C42/C42M: Standard Test Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
 - 2. American Concrete Institute (ACI)
 - a. ACI 530 - Use of Epoxy Compounds with Concrete.
 - 3. American Society for Testing and Materials Standards (ASTM)
 - a. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - b. ASTM C42 - Standard Test Method for Obtaining and Testing of Drilled Cores and Sawed Beams of Concrete
 - c. ASTM C78 - Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
 - d. ASTM C109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
 - e. ASTM C496 - Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens
 - f. ASTM C881 - Standard Specification for Epoxy-Resin-Base Systems for Concrete
 - g. ASTM C882 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear
 - h. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 - i. ASTM D648 - Standard Test Method for Deflection Temperature of Plastics Under Flexural Load
 - j. ASTM D790 - Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - k. ASTM D2393 - Standard Test Method for Viscosity of Epoxy Resins and Related Components

1. ASTM D2471 - Standard Test Method for Gel Time and Peak Exothermic Temperature of Reacting Thermosetting Resins
- B. Reference Guides: Latest edition as of Specification date.
 1. International Concrete Repair Institute (ICRI)
 - a. Guideline No. 210.1 - Guideline for Verifying Field Performance of Epoxy Injection of Concrete Cracks

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate Work to ensure that adjacent areas are not adversely affected and that fumes due to injection Work are not objectionable. Coordinate:
 1. With Owner's Representative.
 2. With other trades:
 - a. To ensure that work done by other trades is complete and ready for injection Work.
 - b. To avoid or minimize Work on, or in immediate vicinity of, injection Work in progress.
- B. Pre-installation Meeting:
 1. Conduct meeting at Site.
 2. Review requirements for injection Work, including:
 - a. Construction schedule.
 - b. Availability of materials, Injection Subcontractor's personnel, equipment, and facilities needed to make progress and avoid delays.
 - c. Site use, access, staging, and set-up location limitations.
 - d. Forecast weather conditions.
 - e. Cracks and joints to be injected, and condition of other construction that will affect injection Work.
 - f. Surface preparation and substrate condition and pretreatment.
 - g. Injection procedures.
 - h. Testing and inspection requirements.
 - i. Site protection measures.
 - j. Governing regulations.
 3. Contractor's Site superintendent, injection-material manufacturer's technical representative, Injection Subcontractor's foreman, Owner's Representative, and Architect/Engineer shall attend.
- C. Sequencing:
 1. Remove unsound concrete per Section 03 01 31.
 2. Prepare and inject cracks and joints.
 3. Prepare and clean concrete removal areas per Section 03 01 31; install replacement material per Section 03 01 34.

1.5 SUBMITTALS

- A. Product Data: Injection-material manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and mixing and injection instructions.
 1. Intended use
 2. Pot life (neat)
 3. Initial cure time (1000 psi)
 4. Tack free (thin film)

5. Final cure (75% ultimate strength).
6. Tensile strength and elongation at break by ASTM D638 (14 days)
7. Tensile elongation by ASTM D638 modified (14 days)
8. Flexural strength and modulus per ASTM D790 at 24 hours, three days, and seven days at 77 degrees F
9. Compressive yield strength and modulus by ASTM D695 or 24 hour compressive strength by ASTM C109 modified (1 part epoxy to 3-1/4 parts aggregate)
10. Heat deflection temperature by ASTM D648
11. Bond strength by ASTM C882
12. Include temperature ranges for storage and application of materials, and special cold-weather application requirements or limitations.
13. Include recommended Site protection measures.
14. Include Globally Harmonized System (GHS) Safety Data Sheets or, if not yet available, Material Safety Data sheets for information only.

B. Certificates:

1. Signed by injection-material manufacturer, certifying that products furnished comply with requirements and are recommended by manufacturer for uses indicated.
2. Signed by injection-material manufacturer, certifying that Subcontractor is approved to install its products.

C. Injection Subcontractor Qualifications: Evidence that Subcontractor's existing company has minimum five years of continuous experience in injection of specified materials; list of at least five representative, successfully-completed projects of similar scope and size, including:

1. Project name.
2. Owner's name.
3. Owner's Representative name, address, and telephone number.
4. Description of work.
5. Injection materials used.
6. Equipment used.
7. Project supervisor.
8. Total cost of injection work and total cost of project.
9. Completion date.

1.6 QUALITY ASSURANCE

A. Injection (Sub)Contractor Qualifications: Experienced firm that is approved, authorized, or licensed by injection-material manufacturer to inject specified material and that is eligible to receive injection-material manufacturer's warranty. Must have successful installations of specified materials in local area in use for minimum of five years.

1. Employ foreman trained and certified by injection-material manufacturer and with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during the Work. Do not change foremen during the course of the Project except for reasons beyond the control of Subcontractor; inform Architect/Engineer in advance of any changes.

B. Mockups: Install one crack to demonstrate grouting procedures and quality of grouting.

1. Architect/Engineer will observe grouting procedure and completed installation. Notify Architect/Engineer and Owner's Representative seven days in advance of mockup construction.

2. If Architect/Engineer determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved.
3. Approved mockup will be standard for judging completed Work.
4. Approved mockups may become part of completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such a manner as to prevent damage to materials or structure.
- B. Deliver materials to Site in original containers with seals unbroken, labeled with manufacturer's name; product brand name and type; date of manufacture; lot number; SPI hazardous rating and appropriate warnings for handling; and directions for storing and mixing.
- C. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
- D. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by injection-material manufacturer.
- E. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- F. Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from Site as soon as possible.
- G. Remove materials that cannot be applied within stated shelf life from Site and replace with new materials.

1.8 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to start of injection Work. Notify Architect/Engineer of conditions found to be different than those indicated in the Contract Documents. Architect/Engineer will review situation and inform Contractor and Injection Subcontractor of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Exercise care to avoid injecting or otherwise damaging embedded items. Remove and replace or otherwise remedy damage to embedded items, at no cost to Owner.
- D. Environmental Limitations: Install injection material when existing and forecast weather conditions permit material to be installed and cured according to injection-material manufacturer's written instructions and warranty requirements.
 1. Do not install when air or substrate temperature is outside limits permitted by injection-material manufacturer. Do not install when substrate temperature is below 40 degrees F within 4 hours prior to injection Work, or is forecast to go below 40 degrees F within 48 hours following injection Work, unless approved in writing by injection-material manufacturer.

2. Verify moisture level in crack is compatible with injection material.
 3. Do not inject into substrates with high pHs, such as cracks filled with efflorescence, unless approved by injection-material manufacturer.
- E. Handle and install materials in strict accordance with safety requirements required by injection-material manufacturer; GHS or Material Safety Data Sheets; and local, state, and federal rules and regulations. Maintain GHS or Material Safety Data Sheets with materials in storage area and available for ready reference on Site.
- F. Maintain adequate ventilation during preparation and injection Work.

1.9 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which were not known or are at a variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
1. Notify Architect/Engineer of conditions that may interfere with proper execution of the Work or jeopardize the performance of the Work, prior to proceeding with Work.

1.10 WARRANTY

- A. Joint and Several Warranty by Manufacturer, Contractor, and Injection Subcontractor:
1. Written warranty, signed by injection-material manufacturer, Contractor, and Injection Subcontractor, including:
 - a. Additional injection of injected cracks and joints that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in manner not clearly specified by submitted injection-material manufacturer's data as inherent quality of material for application indicated. Warranty does not include deterioration or failure of injection material due to failure of substrate prepared according to requirements.
 - b. Provide access to warranty work, including removal and replacement of overlying materials. Warranty includes replacement of overlying materials as necessary.
 - c. Labor and materials to perform warranty work.
 2. Warranty Period: 2 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Source Limitations: Obtain injection materials through one source from single manufacturer, or from sources approved by manufacturer of injection material.
- B. Epoxy Resin: Use one of the following, or approved equal:
1. MasterInject 1500 or 1380 manufactured by BASF Construction Chemicals, LLC.
 2. Sikadur 35, Hi-Mod LV, or Sikadur 52 manufactured by Sika Corporation.
- C. Auxiliary Materials:
1. Paste epoxy sealers: Use one of the following or approved equal:
 - a. MasterBrace 1446 (formerly Concrecive 1446) or MasterEmaco ADH 327 FS manufactured by BASF Construction Chemicals, LLC.

- b. Sikadur 31, Hi-Mod Gel manufactured by Sika Corporation.
2. Hydraulic cement: Use one of the following or approved equal:
 - a. EmacoSeal 590 manufactured by BASF Construction Chemicals, LLC.
 - b. SikaPlug Fast-Setting Water Stop manufactured by Sika Corporation.
3. Injection ports and packers.
4. Fine aggregate for prepacking cracks: Clean, dry, prepackaged, well-rounded silica sand.
 - a. Gradation, by volume: Equal parts 12 mesh and 80 mesh; equal parts 16 mesh and 90 mesh; or 30 mesh.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Injection Subcontractor and representative of injection-material manufacturer for compliance with requirements and for other conditions affecting installation or performance of injection Work.
 1. Ensure that work done by other trades is complete and ready for injection Work.
 2. Verify that areas and conditions under which injection Work is to be performed permit proper and timely completion of the Work.
 3. Notify Architect/Engineer in writing of conditions which may adversely affect installation or performance of injection Work and recommend corrections.
 4. Do not proceed with injection Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
 5. Commencing injection Work constitutes acceptance of Work surfaces and conditions.

3.2 PROTECTION

- A. Where opposite surface of member to be injected is accessible, observe during injection Work for leakage of injection material; control leakage to avoid damage to persons or property.
- B. Take precautions to ensure the safety of people, including building users, passers-by, and workmen, and animals, and protection of property, including adjacent building elements, landscaping, and motor vehicles.
- C. Prevent construction materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
- D. Protect paving and sidewalks, and adjacent building areas from mechanical damage due to scaffolding and other equipment.
- E. Limit access to Work areas.
- F. Erect temporary protective canopies, as necessary, over walkways and at points of pedestrian and vehicular access that must remain in service during Work.
- G. Assume responsibility for injury to persons or damage to property due to the Work, and remedy at no cost to Owner.

3.3 PRESSURE INJECTION EQUIPMENT

- A. Injection equipment shall be capable of continuously metering, mixing, and pumping injection material under pressure through crack injection ports; equipment shall be approved by injection-material manufacturer.
 - 1. Volumetric metering shall continuously dispense components in proportions specified by injection-material manufacturer, within tolerance of plus or minus 5 percent.
 - 2. Delivery shall be at constant, preset pressure recommended by injection-material manufacturer. Pressure loss in either line in 3 minutes, when stalled at 80 percent or higher of maximum possible discharge pressure, shall be less than 5 pound per square inch.
 - 3. Pump shall be equipped with automatic shut-off device to prevent injection of unmixed components.

3.4 PREPARATION

- A. Inspect concrete surfaces and mark with crayon cracks and joints to be injected. Architect/Engineer may review injection Work prior to start of surface preparation work.
 - 1. Inject designated cracks and joints at least 0.020 inches wide at locations shown on Drawings.
- B. Protect areas on both sides of cracked member from damage during injection Work.
- C. Prepare cracks and joints as recommended by injection-material manufacturer.
- D. Clean concrete surface along crack or joint to be injected. Surface shall be dry and free of dirt, dust, oil, laitance, unsound concrete and other foreign material which might impede bond of epoxy gel or hydraulic-cement seal.
- E. Remove mud, laitance, and other loose or porous materials in and along surface of cracks and joints, that could impair bond of injection material.
- F. Install injection ports to achieve complete filling of crack or joint.
 - 1. Number and spacing of injection ports shall be approved by representative of injection-material manufacturer.
 - a. Spacing shall not exceed lesser of 2 feet; thickness of member for full-depth cracks and joints; or depth of crack for partial-depth cracks.
 - 2. As required drill holes along crack or joint.
 - 3. Install injection ports on crack surface or in drilled holes in such manner that crack or joint is not plugged and injection Work is not adversely affected.
- G. Seal crack and joint surfaces and perimeters of injection ports or packers with ribbon of hydraulic cement or epoxy gel at least 1/8 inch thick and 1 inch wider than the crack, joint, port, or packer. Seal the back side of the member at full-thickness cracks and joints if possible.
- H. Fill cracks and joints designated by Architect/Engineer with fine aggregate before injecting grout.

3.5 INJECTION

- A. Perform initial injection Work in the presence of a representative of injection-material manufacturer. At conclusion of Site visit, representative shall prepare and furnish letter to

Architect/Engineer, stating whether installation was completed in accordance with requirements. These services shall be provided at no additional cost to Owner.

- B. Commence injection only after hydraulic cement or epoxy gel has developed sufficient strength to withstand injection pressure without debonding or rupture.
- C. Maintain the concrete substrate and injection material at a suitable temperature for a suitable time period so that injection material will completely fill crack or joint and will achieve full cure.
- D. Continuously inject material into crack or joint, as recommended by injection-material manufacturer.
 - 1. Use injection pressure of 200 to 3,000 pounds per square inch, depending on the crack or joint width, the thickness of the member, and the condition of the substrate.
 - 2. Start injection at lowest injection port and continue until injection material emerges from adjacent port.
 - 3. Remove injection nozzle and cap injection port immediately after injection material emerges from adjacent port.
 - a. Alternately, cap adjacent port and continue injection until injection material emerges from next higher port; alternate procedure may be used if injection pressure does not substantially increase, port caps remain in place, and no leaks occur.
 - 4. Continue injection process upward from port to port, waiting for emergence of injection material from adjacent port and capping injection port, until crack or joint is filled.
 - 5. After injecting three or four ports, re-inject last three or four ports.
 - 6. If port-to-port travel does not occur, stop Work and modify injection setup to achieve port-to-port travel. Modifications may include resetting injection ports, installing injection ports at closer spacing or drilling holes which intersect crack at different angle. Modifications shall be approved in advance by representative of injection-material manufacturer and Architect/Engineer.

3.6 CRITERIA FOR ACCEPTABLE PERFORMANCE

- A. Repair is satisfactory if all designated cracks are uniformly filled with properly cured epoxy materials and no less than 90 percent of the crack depth in any 6 in. length is fully penetrated.
- B. Crack areas with greater than 10 percent voids as stipulated above will be evaluated for acceptability of such areas by the Engineer based on structural requirements. Remedial repairs may be required as directed by the Engineer.

3.7 CLEANING

- A. Clean surfaces of excess grout, hydraulic cement, epoxy gel, and injection ports.
 - 1. Allow injection material sufficient time to cure before performing cleanup.
 - 2. Clean surfaces by grinding or other means, so that face of repair crack is flush with adjacent surface, with no indentations or protrusions.
 - 3. Patch holes at injection ports.

END OF SECTION

SECTION 03 15 11

EXPANSION JOINT SEALS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Surface preparation, supply, and installation of expansion joint seals in concrete structures.
- B. Related Sections include the following:
 - 1. Section 03 01 31 – Concrete Removal and Surface Preparation
 - 2. Section 03 01 34 – Concrete Replacements
 - 3. Section 07 92 00 – Joint Sealants

1.2 COORDINATION

- A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
 - 1. With Owner's Representative.
 - 2. With other trades:
 - a. To ensure that work done by other trades is complete and ready for joint seal installation.
 - b. To avoid or minimize work on, or in immediate vicinity of, joint seal Work in progress.
 - c. To ensure that subsequent work will not adversely affect completed joint seal installation.

1.3 FULL RESPONSIBILITY

- A. Expansion joint manufacturer will have the full responsibility for:
 - 1. Instructing the Contractor on proper joint installation procedure
 - 2. Reviewing and approving joints or surfaces prior to installing the expansion joint seals
 - 3. Reviewing the joint configurations and specifying, detailing and/or designing the proper joint sizes and turns.
- B. The Contractor shall instruct the expansion joint manufacturer of these responsibilities.

1.4 SUBMITTALS

- A. Product Data: Joint-seal manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including material descriptions and dimensions of individual components; and installation instructions and construction details.
- B. Template Drawings: Showing typical expansion joint cross-sections indicating dimensions and relationship to adjacent construction.
- C. Certification: Signed by joint-seal manufacturer, certifying that Installer has been trained and approved by manufacturer to install joint seal.

- D. Field Quality Control: Written report with joint locations, joint width measurements, date and time of measurements, high and low daily temperatures for week preceding measurements, and recommended joint-seal size.
- E. Installer Qualifications: Evidence that Installer's *existing company* has minimum five years of continuous experience in application of specified materials; list of at least five representative, successfully-completed projects of similar scope and size, including:
 - 1. Project name.
 - 2. Owner's name.
 - 3. Owner's Representative name, address, and telephone number.
 - 4. Description of work.
 - 5. Expansion joint seals used.
 - 6. Project supervisor.
 - 7. Total cost of expansion joint seal work and total cost of project.
 - 8. Completion date.
- F. Following completion of the Work, submit completed joint-seal warranty.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Qualified firm that is approved, authorized, or licensed by joint-seal manufacturer to install joint seal. Must have successful installations of specified materials in local area in use for minimum of five years.
 - 1. Employ foreman with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during the Work. Do not change foremen during the course of the Project except for reasons beyond the control of Installer; inform Architect/Engineer in advance of any changes.
- B. Mockups: Install first section of joint seal to demonstrate installation procedures and quality of installation.
 - 1. Architect/Engineer will observe installation and completed joint seal. Notify Architect/Engineer and Owner's Representative seven days in advance of mockup installation.
 - 2. If Architect/Engineer determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved.
 - 3. Approved mockup will be standard for judging completed Work.
 - 4. Approved mockups may become part of completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such a manner as to prevent damage to materials or structure.
- B. Deliver materials to Site in original packages with seals unbroken, labeled with joint-seal manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- C. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by joint-seal manufacturer.

- D. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- E. Conspicuously mark damaged or opened containers, containers with contaminated materials, or damaged materials, and remove from Site as soon as possible.
- F. Remove materials that cannot be applied within stated shelf life from Site and replace with new materials.

1.7 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to start of joint seal Work. Notify Architect/Engineer of conditions found to be different than those indicated in the Contract Documents. Architect/Engineer will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Environmental Limitations: Install joint seals when existing and forecast weather conditions permit joint seal system to be installed according to joint-seal manufacturer's written instructions and warranty requirements.
 - 1. Verify joint gap at installation will permit proper functioning of joint seal.

1.8 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
 - 1. Notify Architect/Engineer of conditions that may interfere with the proper execution of the Work or jeopardize the performance of the Work, prior to proceeding with Work.

1.9 WARRANTY

- A. Contractor's Warranty:
 - 1. Written warranty, signed by Contractor, including:
 - a. Repair or replace joint-seal components that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in a manner not clearly specified by submitted joint-seal manufacturer's data as an inherent quality of the material for the application indicated.
 - b. Labor and materials to perform warranty work.
 - c. Replace entire joint seal lengths unless high-quality, durable field splices can be installed.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 JOINT SEALS

- A. Elastomeric Seal with Elastomeric Nosing: Neoprene or thermoplastic-rubber seal, cast in elastomeric-concrete nosings; seal sizes to be determined by Contractor based on joint locations and actual joint widths, and approved by Architect/Engineer. Use one of the following or approved equal.
 - 1. Delcrete Elastomeric Concrete/Strip Seal Expansion Joint System manufactured by D. S. Brown.
 - 2. Iso-Flex Winged Expansion Joint manufactured by LymTal International, Inc.
 - 3. WaboCrete Membrane System manufactured by Watson Bowman Acme Corporation.
- B. Premolded Urethane or Polyurethane Seal: Set on aluminum, traffic-support plate and adhered with polymeric nosing material; seal sizes to be determined by Contractor based on joint locations and actual joint widths, and approved by Architect/Engineer. Use one of the following or approved equal.
 - 1. Iso-Flex Factory Molded Expansion Joint manufactured by LymTal International, Inc.
 - 2. Wabo UreFlex manufactured by Watson Bowman Acme Corporation.
- C. Joint Seal Size:
 - 1. Measure average, maximum, and minimum joint widths at every joint.
 - 2. Submit in writing joint locations, joint width measurements, date and time of measurements, high and low daily temperatures for week preceding measurements, and recommended joint seal size to Architect/Engineer for approval. Assume 160-degree thermal change, from -20 to 140 degrees, in sizing seal.
- D. Accessories: Primers, bedding materials, bonding agents, lubricants, adhesives, sealants, and other accessories supplied or approved by joint-seal manufacturer.

2.2 FABRICATION

- A. Prior to fabrication, field measure existing conditions to ensure proper fit.
- B. Provide continuous joint seals in longest practical lengths, with minimum number of end joints.
 - 1. For straight sections, provide continuous lengths.
 - 2. Fabricate directional changes in shop whenever possible; use mitered and adhered or heat-welded corners.
 - 3. Fabricate with end closures, transitions, and intersections to provide continuous assembly.
- C. Provide continuous steel retainer rails in longest practical lengths, with minimum number of end joints.
 - 1. For straight sections, provide continuous lengths.
 - 2. Weld anchors to steel retainer rails.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Installer and joint-seal manufacturer's representative for compliance with requirements and for other conditions affecting installation or performance of joint seals.
 - 1. Ensure that work done by other trades is complete and ready for joint seal Work, including concrete construction and replacement.
 - 2. Verify that areas and conditions under which joint seal Work is to be performed permit proper and timely completion of Work.
 - 3. Notify Architect/Engineer in writing of conditions which may adversely affect installation or performance of joint seals and recommend corrections.
 - 4. Do not proceed with joint seal Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
 - 5. Commencing joint seal Work constitutes acceptance of Work surfaces and conditions.

3.2 PROTECTION

- A. Protect the joint seal system during construction. Heavy construction vehicles will not be permitted to cross the joint without specific and written permission by the Owner's Representative. Subsequent damage to the system shall be repaired at the Contractor's expense.
- B. Protection shall be provided until complete cure of epoxy adhesive or header material.

3.3 SURFACE PREPARATION

- A. Prepare substrates according to joint-seal manufacturer's written instructions.
- B. Provide clean, sound, dry concrete surfaces.
 - 1. Remove existing joint seals.
 - 2. Sawcut or form sides of joints straight and parallel. Adjust joint widths for temperature. Create shoulders for joint seals.
 - 3. Repair unsound concrete along joints to provide solid surface of clean, sound concrete, free of voids and honeycombing.
 - 4. Install grout bed or other leveling device to accurately position joint seal.
 - 5. Clean concrete surfaces by sandblast or other means recommended by joint-seal manufacturer, to remove contaminants including form release agents, laitance, surface dirt and rust, and old sealant. Remove dust and other contaminants with compressed air.
 - 6. Allow concrete and concrete replacement materials to fully cure prior to joint seal installation.

3.4 INSTALLATION

- A. Install joint seal according to joint-seal manufacturer's written instructions. Field splices to be coordinated with and approved by joint-seal manufacturer.
- B. Verify that joint widths are suitable for seal size and movement capability.
- C. Elastomeric Seals with Elastomeric Nosings:
 - 1. Unpack seal and lay in relaxed position to relieve temporary coiling.
 - 2. Adhere or heat-weld seal pieces together to create field splices.

3. Mask edges of concrete.
 4. Center joint seal over joint and install elastomeric nosings.
- D. Premolded Urethane or Polyurethane Seals:
1. Unpack seal and lay in relaxed position to relieve temporary coiling.
 2. Set and accurately level aluminum plate.
 3. Center joint seal over joint and mask edges of seal and concrete.
 4. Install nosing compound or sealant along edges of seal and in butt splices.
- E. Do not proceed with Work under adverse weather conditions or when temperatures are below or above manufacturer's recommended limitations for installation. Ambient temperature shall not be below 40°F during installation. No installation may be performed in rainy weather, or when rain is expected for one hour before installation. All surfaces must be completely dry prior to applying adhesive.
- F. The expansion joint seal systems shall be set to the proper width for the ambient temperature at the time of installation.
- G. Joint Seal
1. Verify that the blockout size and condition is acceptable for installation of the seal gland prior to installing the gland. Modify blockout as necessary by sawcutting, chipping, patching, etc., to provide the size and condition required. All such patching shall use a product submitted to and approved by the manufacturer and the Engineer.
 2. Sandblast clean concrete blockout and prime per manufacturer's instructions.
 3. Clean flange of gland using a cleaning compound approved by the manufacturer.
 4. Position seal gland in joint gap. Ensure that shoulders of gland are securely supported by concrete at joint edge.
 5. Mix header material according to manufacturer's directions only after all preparation of gap and the seal system components is complete.
 6. Place header material in blockout, forcing material under flanges to ensure firm embedment with no air pockets or voids.
- H. Trowel nosing material smooth. Do not over-finish. Clean away excess material and masking.

3.5 FIELD QUALITY CONTROL

- A. Water Test:
1. Construct water-retention barriers along sides of joints.
 2. Pond water on top of joint seal for 24 hours, and observe underside of deck for leakage.
 3. Repair leaking portions of joint seal and re-test.

3.6 CLEANING

- A. Clean excess primer, adhesive, sealant, other products, and soiling from components and adjacent surfaces.
- B. Repair surfaces stained, marred, or otherwise damaged during concrete replacement work.
- C. Clean up debris and surplus materials and remove from Site.

3.7 PROTECTION

- A. Protect joint seals from:
 - 1. Traffic until materials have cured.
 - 2. Damage by construction activities.

END OF SECTION

SECTION 05 02 00
MISCELLANEOUS STRUCTURAL STEEL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes the following with regard to repair of the Park Street Parking Structure column moment-connections:
 - 1. Fabrication and installation of miscellaneous steel elements.
 - 2. Connection to, or alteration of, existing steel elements.
- B. Related Sections include the following:
 - 1. Section 09 97 13 – Steel Coating

1.2 REFERENCES

- A. Definitions:
 - 1. Installer: Used interchangeably for installer or erector.
 - 2. SSPC: Procedures in SSPC Painting Manual.
 - 3. WPS: Welding Procedure Specification.
- B. Reference Standards
 - 1. American Institute of Steel Construction (AISC):
 - a. 303: Code of Standard Practice for Steel Buildings and Bridges.
 - b. 360: Specification for Structural Steel Buildings.
 - 2. American Society of Civil Engineers (ASCE)
 - a. ASCE/SEI-7: Minimum Design Loads for Buildings and Other Structures
 - 3. American Welding Society (AWS):
 - a. D1.1/D1.1M: Structural Welding Code - Steel.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Preconstruction Meeting:
 - 1. Conduct meeting at Project site.

1.4 DOCUMENTS REQUIRED TO BE AVAILABLE TO EOR AND CERTIFIED WELDING INSPECTOR

- A. Product Data and Test Reports:
 - 1. Structural steel elements
- B. Certificates:
 - 1. Welding consumables - manufacturer's certificates
 - 2. Welder Performance Qualification Record (WPQR):
 - a. Current WPQR (welder certification), qualified in accordance with Clause 4, Qualification, of AWS D1.1/D1.1M, for welders who will perform shop or site welding.

- C. Test Reports:
 - 1. Material Test Reports: For steel; signed by steel manufacturer certifying compliance with appropriate specification; include physical properties and chemical analysis.
- D. Welding Qualification Data:
 - 1. Welding Procedure Specification (WPS) for each weld type, process, parameters (i.e. wire speed, voltage, amperage, etc.), and position, whether prequalified or qualified by testing by AWS D1.1/D1.1M, including the following:
 - a. Certificate of conformance and product information sheet for consumables listed in the WPS.
 - b. Supplemental welding procedures.
 - 2. Procedure Qualification Record (PQR) of satisfactory certification testing for each non-prequalified welding procedure.
- E. Fabricator Qualifications: Evidence that fabricator's *existing company* has minimum five years of continuous experience in similar steel fabrication work; list of at least five representative, successfully-completed projects of similar scope and size, including:
 - 1. Project name.
 - 2. Owner's name.
 - 3. Owner's Representative name, address, and telephone number.
 - 4. Description of work.
 - 5. Types of steel fabrication work.
 - 6. Project supervisor.
 - 7. Total cost of steel fabrication work and total cost of project.
 - 8. Completion date.
- F. Fabricator's and erector's, as applicable, written quality control manual that shall include, as a minimum:
 - 1. Material control procedures
 - 2. Quality control procedures
 - 3. Inspection procedures
 - 4. Nonconformance procedures
- G. Fabricator's and erector's, as applicable, QC inspector qualifications
- H. Installer Qualifications: Evidence that installer's *existing company* has minimum five years of continuous experience in similar steel installation work; list of at least five representative, successfully-completed projects of similar scope and size, including:
 - 1. Project name.
 - 2. Owner's name.
 - 3. Owner's Representative name, address, and telephone number.
 - 4. Description of work.
 - 5. Types of miscellaneous steel installation work.
 - 6. Project supervisor.
 - 7. Total cost of miscellaneous steel installation work and total cost of project.
 - 8. Completion date.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced firm that has successfully completed miscellaneous steel installation work similar in material, design, and extent to that indicated for Project. Must have successful construction with specified materials in local area in use for minimum of five years.

1. Employ foreman with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during the Work. Do not change foremen during the course of the Project except for reasons beyond control of Contractor; inform Architect/Engineer in advance of any changes.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver store, and handle materials to prevent damage to materials or structure.
- B. Store elements off ground and spaced with pallets, dunnage, or other supports and spacers. Store to permit easy access for inspection and identification.
- C. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid damage or permanent structure deflection.

1.7 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to installation of steel elements. Notify Architect/Engineer of conditions found to be different than those indicated in Contract Documents. Architect/Engineer will review situation and inform Contractor and Installer how to proceed
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Handle and install materials in strict accordance with safety requirements required by local, state, and federal rules and regulations.

1.8 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
 1. Notify Architect/Engineer prior to proceeding with the Work of conditions that may interfere with, preclude proper execution of, or jeopardize the performance of the Work.

PART 2 - PRODUCTS

2.1 STEEL ELEMENTS

- A. Plates and Bars: ASTM A36/A36M.
- B. Welding filler metal: Minimum ultimate tensile strength of 70 KSI, low hydrogen

2.2 AUXILIARY MATERIALS

- A. Welding Electrodes:
 1. Mild Steel: Comply with AWS D1.1 Table 3.1 requirements for Group II or higher steel specifications, and electrodes listed in approved WPSs.

2.3 FABRICATION

- A. Comply with requirements of AISC 303, including tolerances.
 - 1. Cut, drill, and punch elements cleanly and accurately.
 - a. Remove burrs.
 - 2. Grind edges of members to be coated to minimum radius of about 1/32 inch unless otherwise indicated. Members that will be shop coated only do not need to have edges ground.
 - 3. Exposed Elements: Fabricate with accurate angles, surfaces, and straight edges.
 - a. Fabricate seams and other connections that will be exposed to moisture in manner to exclude moisture. Provide weep holes where moisture may accumulate.
 - b. Remove sharp or rough areas on exposed surfaces.
 - 4. Accurately finish ends of columns and other members transmitting bearing loads in accordance with the AISC 303.
 - 5. Mark and match-mark pieces for field assembly.
- B. Welded Connections, Structural Steel: Comply with AWS D1.1/D1.1M for preheating, required profiles, tolerances, weld appearance, weld quality, and for methods used in correcting welding work.
 - 1. Perform welding in accordance with approved WPSs by properly certified welders.
 - 2. Remove dirt, grease, oil, and foreign matter by pickling, power brushing, degreasing, machining, or grinding, prior to welding.
 - 3. Preheat base metal and maintain interpass temperatures in accordance with AWS D1.1/D1.1M.
 - 4. Perform welding in a manner to:
 - a. Minimize distortion of welded pieces.
 - b. Obtain thorough fusion and required profile without cracking.
 - 5. Remove slag from completed welds, and clean adjacent weld metal by brushing or other suitable means.
- C. Shop Quality Control
 - 1. Testing Agency: Owner will engage a qualified special inspector to verify and inspect aspects of the steel fabrication and to inspect welds, prior to application of stand-alone shop coat.
 - a. Provide testing agency with access to places where Work is being fabricated or produced to perform inspections.
 - b. Provide notice to testing agency of fabrication schedule.
 - 2. Welded Connections: Welds will be visually inspected according to AWS D1.1/D1.1M and the requirements of the applicable building code. Acceptance criteria will be in accordance with AWS D1.1/D1.1M.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Installer for compliance with requirements and other conditions affecting installation or performance of miscellaneous steel elements.
 - 1. Verify elevations of bearing surfaces as appropriate.
 - 2. Ensure that Work done by other trades is complete and ready for steel installation.
 - 3. Verify that areas and conditions under which Work is to be performed permit proper and timely completion of Work.

4. Notify Architect/Engineer in writing of conditions which may adversely affect installation or performance of steel elements. Do not proceed with steel installation until adverse conditions have been corrected and reviewed by Architect/Engineer. Commencing miscellaneous steel Work constitutes acceptance of Work surfaces and conditions.

3.2 DEMOLITION

- A. When thermal cutting is necessary, mechanically thermal cut to greatest extent possible. Grind thermally-cut edges to be welded to comply with requirements in AWS D1.1/D1.1M. Do not damage existing structural steel elements to remain.

3.3 INSTALLATION, GENERAL

- A. General:
 1. Install miscellaneous steel elements in accordance with requirements of AISC 303.
 2. Position steel elements accurately in location, alignment, and elevation indicated; with edges and surfaces level, plumb, true, and free of rack.
 - a. Maintain erection tolerances specified by AISC 303.
 - b. Perform cutting, drilling, and fitting required to install steel elements.
 3. Provide temporary support for elements during installation to keep elements secure, plumb, and in alignment. Do not remove temporary supports until the installation is complete.
 4. Align and adjust various members forming part of the assembly before permanently fastening.
 - a. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with adjacent elements.
 - b. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - c. Make allowances for difference between temperature at time of installation and mean temperature when structure is completed and in service.
 5. Splice members only where indicated on Drawings or shop drawings approved by Architect/Engineer.
 6. Do not use thermal cutting during installation unless approved by Architect/Engineer.
 7. Do not enlarge holes unless approved by Architect/Engineer. If approved, ream holes to enlarge.
- B. Bearing Plates:
 1. Clean bearing surfaces and bottom surface of plates of bond-reducing materials. Roughen concrete bearing surfaces prior to setting plates.
 2. Accurately set plates with wedges, shims, setting nuts, or leveling plates as required.
 3. Accurately position and plumb supported member.
- C. Welded Connections, Structural Steel: Comply with AWS D1.1/D1.1M for preheating, required profiles, tolerances, weld appearance, weld quality, and for methods used in correcting welding work.
 1. Perform welding in accordance with approved WPSs by properly certified welders. Take precautions for fire hazards at adjacent construction.
 2. Remove dirt, grease, oil, and foreign matter by pickling, power brushing, degreasing, machining, or grinding, prior to welding.
 3. Preheat base metal and maintain interpass temperatures.
 4. Perform welding in manner to:
 - a. Minimize distortion of welded pieces.
 - b. Obtain thorough fusion and required profile without cracking.

5. Remove slag from completed welds, and clean adjacent weld metal by brushing or other suitable means.
6. Where existing members are to be welded, shore existing members in accordance with Drawings. Do not heat existing members more than necessary to achieve a satisfactory weld. Place welding work lead as close as possible to weldment being executed.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified special inspector to verify and inspect aspects of the steel installation and to inspect welds. Welding inspection and welding inspector qualifications shall be in accordance with AWS D1.1/D1.1M.
 1. Provide testing agency with access to places where Work is being installed to perform inspections.
 2. Provide notice to testing agency of installation schedule.
- B. Welded Connections: Welds will be visually inspected according to AWS D1.1/D1.1M and the requirements of the applicable building code. Acceptance criteria will be in accordance with AWS D1.1/D1.1M.
- C. Correct deficiencies in Work that inspection and testing indicate do not comply with Contract Documents.

3.5 CLEANING

- A. At the end of each workday, clean the Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- B. After completing the miscellaneous steel Work:
 1. Clean all materials resulting from Work that are not intended to be part of the finished Work using appropriate cleaning agents and procedures. Exercise care to avoid damaging surfaces.
 2. Repair at no cost to Owner all items damaged during the Work.
 3. Remove and legally dispose of debris and surplus materials from Site.

END OF SECTION

SECTION 07 92 00 JOINT SEALANTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Surface preparation and installation of sealant in joints as indicated in Drawings and Specifications.
- B. Related Sections:
 - 1. Section 03 01 31 – Concrete Removal and Surface Preparation
 - 2. Section 03 01 34 – Concrete Replacements
 - 3. Section 07 92 00 – Expansion Joint Seals

1.2 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.
 - 1. ASTM International:
 - a. C920: Standard Specification for Elastomeric Joint Sealants.
 - b. C1193: Standard Guide for Use of Joint Sealants
 - c. C1248: Standard Test Method for Staining of Porous Substrate by Joint Sealants.
 - d. C1521: Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate Work to ensure that adjacent areas are not adversely affected; that new materials and building interior are kept continuously dry; and that continuous, watertight, new sealant installation is provided. Coordinate:
 - 1. With Owner's Representative.
 - 2. With other trades:
 - a. To ensure that work done by other trades is complete and ready for sealant Work.
 - b. To avoid or minimize work on, or in immediate vicinity of, sealant Work in progress.
 - c. To ensure that subsequent work will not adversely affect completed sealant Work.

1.4 SUBMITTALS

- A. Product Data: Sealant manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and installation instructions.
 - 1. Include temperature ranges for storage and application of materials, and special cold-weather application requirements or limitations.
 - 2. SpecData sheet for substrate cleaner and substrate primer recommended by sealant manufacturer for specific substrate surface and conditions.
- B. Samples: Sealant manufacturer's color sample card, either printed or with thin sealant beads, showing range of colors available for each product exposed to view.

- C. Manufacturer's Reports and Certifications:
1. Prior to sealant installation, report from sealant manufacturer with results of sealant compatibility, sealant and substrate staining, and mockup adhesion tests. Report shall:
 - a. State that materials which come into contact with or in close proximity to sealant have been tested.
 - b. Include sealant manufacturer's interpretation of test results relative to material performance, potential staining of sealant and substrates, dirt accumulation of sealant, and dirt runoff from sealant.
 - c. Include sealant manufacturer's recommendations for substrate preparation and primer needed to obtain durable adhesion and installation procedures successfully used in mockups and field tests.
 2. Product Certificates: For each sealant product, accessory, related products, joint type, and substrate, sealant manufacturers' written approval of their products' use for specified conditions; based on mockups and field tests.
- D. Following completion of the Work:
1. Sealant manufacturer's inspection report of completed sealant installation.
 2. Completed warranty from sealant manufacturer.
 3. Completed warranty from Installer.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced firm that has successfully completed sealant work similar in material, design, and extent to that indicated for Project; that is approved, authorized, or licensed by sealant manufacturer to install sealant; and that is eligible to receive sealant manufacturer's warranty. Must have successful installations of specified materials in local area in use for minimum of five years.
1. Employ foreman with minimum five years of experience as foreman on similar projects, to be on Site at all times during Work. Do not change foremen during the course of the Project except for reasons beyond the control of the Installer; inform Engineer in advance of any changes.
- B. Compatibility Tests: Include sealant and sealers or coatings that may come into contact with sealant following sealant installation.
- C. Mockups: Install 10 feet of sealant in each type of joint to verify and set quality standards for materials and installation procedures, and to demonstrate aesthetic effects.
1. Include each type of backing material, sealant, primer and other related products.
 2. Mockups shall be accessible or located as indicated by Owner's Representative.
 3. Notify Owner's Representative, Manufacturer's Representative and Architect/Engineer 7 days in advance of date when mockups will be constructed.
 4. Sealant manufacturer's representative shall observe the preparation of the joints for the mock-up. The sealant manufacturer's representative provide written confirmation that the joint preparation is performed in accordance with the sealant manufacturer's recommendations.
 5. Field-Adhesion Testing: After sealants have cured, perform field-adhesion tests according to ASTM C1521.
 - a. Conduct tests for each type of sealant and joint substrate, with a primer.
 - b. Arrange for tests to take place with sealant manufacturer's technical representative present.

- c. Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Use alternate materials or modify installation procedure, or both, for sealants that fail to adhere to substrates.
- 6. If Architect/Engineer determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved.
- 7. Mockups, when approved by Owner's Representative and Architect/Engineer, will become standard for Work.
- 8. Do not begin joint sealant Work until mockup is accepted by Owner's Representative and Architect/Engineer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such a manner as to prevent damage to materials or structure.
- B. Deliver materials to Site in original packages with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- C. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application or which have been exposed to moisture.
- D. Store materials in original, undamaged containers and packaging in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Protect stored materials from direct sunlight. Manufacturer's standard packaging and covering is **not** considered adequate weather protection.
- E. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- F. Conspicuously mark wet or damaged materials and remove from Site as soon as possible.
- G. Remove and replace materials that cannot be applied within stated shelf life.

1.7 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to start of sealant Work. Notify Engineer of conditions found to be different than those indicated in the Contract Documents. Engineer will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Environmental Limitations: Install sealant when existing and forecast weather conditions permit sealant to be installed according to sealant manufacturer's written instructions and warranty requirements.
 - 1. Do not install sealant when ambient or substrate temperatures are below 40 degrees F or are expected to fall below 40 degrees F in next 12 hours.
 - 2. Do not proceed with installation during inclement weather except for temporary work necessary to protect building interior and installed materials. Remove temporary work and Work that becomes moisture damaged.

1.8 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
 - 1. Notify Engineer of conditions that may interfere with the proper execution of the Work or jeopardize the performance of the Work prior to proceeding with the Work.

1.9 WARRANTY

- A. Installer's Warranty: Provide a single-source warranty against defects in materials and workmanship in crack and joint sealants, for a period of two (2) years from date of installation. The warranty shall provide that the Contractor will furnish, at no expense to the Owner, all labor and materials necessary to correct any defects in the work. The following items shall be specifically covered under the warranty:
 - 1. Leaking joints
 - 2. Cohesive or adhesive failure of the seal
 - 3. Weathering deficiencies resulting in failure of the seal
 - 4. Abrasion or tear failure of the seal resulting from normal traffic use
- B. Manufacturer's Warranty: Manufacturer's standard form in which sealant manufacturer agrees to furnish the specified joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Periods: 5 years from date of Substantial Completion.
- C. Warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 PRODUCTS

2.1 ELASTOMERIC JOINT SEALANTS

- A. General:
 - 1. Comply with ASTM C920 and other requirements indicated.
 - 2. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing on similar projects, mockups and preconstruction testing for Project, and field experience.
 - 3. Select products based on mockups, preconstruction testing, and sealant manufacturer's previous testing and experience.
 - 4. Source Limitations: Obtain each type of joint sealant through one source from single manufacturer.

5. Colors of Exposed Joint Sealants: Selected and approved in writing by Owner's Representative, from sealant manufacturer's full range.
 6. Ensure sealant selected is compatible with Elastomeric Coating product used.
- B. Single-Component, Non-sag, Polyurethane Sealants:
1. DynaTrol 1-XL manufactured by Pecora Corporation.
 2. MasterSeal NP 1 manufactured by BASF Building Systems.
 3. SikaFlex-1a manufactured by Sika Corporation.
 4. Or approved equal
- C. Multi-Component, Non-sag, Polyurethane Sealants:
1. DynaTrol II manufactured by Pecora Corporation.
 2. MasterSeal NP 2 manufactured by BASF Building Systems.
 3. SikaFlex-2c NS manufactured by Sika Corporation.
 4. Or approved equal.

2.2 AUXILIARY MATERIALS

- A. General: Sealant-backer materials, primers, surface cleaners, masking tape, and other materials recommended by sealant manufacturer, that are non-staining and compatible with substrates; based on mockups, preconstruction testing, and sealant manufacturer's previous testing and experience.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Installer and sealant manufacturer's representative for compliance with requirements and for other conditions affecting installation or performance of sealant.
1. Verify dimensions of sealant joints at Site by field measurement so that proper sealant profiles will be accurately maintained.
 2. Ensure that work done by other trades is complete and ready for sealant Work.
 3. Verify that areas and conditions under which sealant Work is to be performed permit proper and timely completion of Work.
 4. Notify Engineer in writing of conditions which may adversely affect installation or performance of sealant, including joints with widths less than those allowed by sealant manufacturer for applications indicated, and recommend corrections.
 5. Do not proceed with sealant Work until adverse conditions have been corrected and reviewed by Engineer.
 6. Commencing sealant Work constitutes acceptance of Work surfaces and conditions.

3.2 PROTECTION

- A. Comply with sealant manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products.
- B. Cover adjacent surfaces with materials that are proven to resist sealant.
- C. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

3.3 SURFACE PREPARATION

- A. Remove existing sealant and other foreign material from joints.
- B. Repair damaged or deteriorated substrate surfaces according to sealant manufacturer's written instructions and as approved by Engineer.
- C. Clean joint substrates immediately before installing sealant, to comply with sealant manufacturer's written instructions based on mockups and preconstruction testing.
 - 1. Remove from substrate foreign material that could interfere with adhesion of sealant, including dirt, dust, existing sealant, oil, grease, and surface coatings.
 - 2. Provide dry substrate; prevent wetting of substrate prior to sealant installation.
 - 3. Clean porous substrates, such as concrete, masonry, stone, wood, by brushing, grinding, blast-cleaning, mechanical-abrading, or combination of methods to produce clean, sound substrate capable of developing optimum bond with sealant. Remove laitance and form-release agents from concrete. Remove loose particles remaining after cleaning operations by vacuuming or blowing out joints with oil-free, compressed air.
 - 4. Clean nonporous surfaces, such as metal, with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of sealant.
- D. Install masking tape on adjacent surfaces to prevent permanent staining or damage due to contact with sealant or cleaning methods to remove sealant smears. Remove tape immediately after tooling sealant, without disturbing sealant.

3.4 INSTALLATION OF SEALANT

- A. General: Comply with sealant manufacturer's written installation instructions for products and applications indicated, based on mockups and preconstruction testing.
- B. Joint Priming: Prime joint substrates where recommended in writing by sealant manufacturer, based on mockups and preconstruction testing. Apply primer to comply with sealant manufacturer's written instructions.
 - 1. Confine primer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.
 - 2. Limit priming to areas that will be covered with sealant in same day. Unless recommended otherwise by sealant manufacturer, reprime areas exposed for more than 24 hours.
- C. Install sealant backer and position to produce cross-sectional shape and proper depth of installed sealant.
 - 1. Use properly-sized backer. Do not use multiple-backer units or braided-backer units to accommodate wide joints.
 - 2. Install backer with device that will provide consistent depth between substrate surface and outer surface of backer.
 - 3. Do not leave gaps between ends of sealant backers.
 - 4. Do not stretch, twist, puncture, or tear sealant backers.
 - 5. Remove wet backers and replace with dry materials.
- D. Install bond-breaker tape at back of designated joints.

- E. Install sealant immediately after installing backer material; to produce uniform, cross-sectional shape and depth; to directly contact and fully wet joint sides and backer material; and to completely fill recesses in joint configuration.
 - 1. For Non-Sag Sealant:
 - a. Install sealant flush with surface.
 - b. Immediately after sealant application and before skinning or curing begins, tool joint with slightly concave surface, compressing sealant into joint to form smooth, uniform sealant bead; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Do not use tooling agent.
 - 2. For pourable sealants:
 - a. Install sealant slightly below surface.
 - b. Immediately after sealant application and before skinning or curing begins, lightly tool joint, compressing sealant into joint to form smooth, uniform sealant bead; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Do not use tooling agent.
 - c. Remove excess sealant from surfaces adjacent to joints.

3.5 FIELD QUALITY CONTROL

- A. At completion of Project, observe installed sealant for damage, deterioration, or air pockets within the sealant bead. If damage or deterioration occurs, neatly cut out and remove damaged or deteriorated sealant, prepare and prime surfaces, and install new sealant. Replace sealant immediately so new sealant is indistinguishable from original Work.

3.6 CLEANING

- A. As sealant Work progresses, clean off excess sealant or sealant smears by methods and with cleaning materials approved in writing by sealant manufacturer and manufacturers of products in which joints occur. Exercise care to avoid scratching or damage to surfaces.
- B. At the end of each workday, clean Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- C. After completing sealant Work:
 - 1. Repair surfaces stained, marred, or otherwise damaged during sealant Work.
 - 2. Clean up debris and surplus materials and remove from Site.

3.7 PROTECTION

- A. Protect sealant during and after curing period from contact with contaminating substances and from damage, so sealants are without deterioration or damage at time of Substantial Completion.

END OF SECTION

SECTION 09 97 13

STEEL COATING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Surface preparation and application of coating system on exterior steel surfaces.
- B. Related Sections include the following:
 - 1. Section 05 02 00 – Miscellaneous Structural Steel

1.2 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.
 - 1. ASTM International:
 - a. D3359: Standard Test Methods for Measuring Adhesion by Tape Test.
 - b. D4541: Standard Test Method for Pull-off Strength of Coatings Using Portable Adhesion Testers.
 - 2. SSPC: The Society for Protective Coatings:
 - a. SSPC-SP 2: Hand Tool Cleaning.
 - b. SSPC-SP 3: Power Tool Cleaning.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
 - 1. With Owner's Representative.
 - 2. With other trades:
 - a. To ensure that work done by other trades is complete and ready for coating Work.
 - b. To avoid or minimize work on, or in immediate vicinity of, coating Work in progress.
 - c. To ensure that subsequent work will not adversely affect completed coating.
- B. Review repair and surface treatment materials and primers specified in other sections to ensure compatibility with steel coating to be used. Notify Architect/Engineer in writing of concerns with materials or primers installed by others and recommended remedies.
- C. Sequence surface preparation and coating application Work so that dust and other contaminants from surface preparation Work will not adversely affect wet, newly-coated surfaces.

1.4 SUBMITTALS

- A. Product Data: Coating manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; mixing and application instructions; safety precautions for handling, storing, applying, and disposing of materials; and instructions for protecting surrounding areas from overspray. Include:
 - 1. Surfaces to which materials will be applied.
 - 2. Decoding information to verify shelf life of materials.

3. Include Safety Data Sheets (SDS) for information only; safety restrictions are sole responsibility of Contractor.
- B. Applicator Qualifications: Evidence that Applicator's *existing company* has minimum five years of continuous experience in similar coating work; list of at least five representative, successfully-completed projects of similar scope and size, including:
 1. Project name.
 2. Owner's name.
 3. Owner's Representative name, address, and telephone number.
 4. Description of work.
 5. Coatings used.
 6. Project supervisor.
 7. Total cost of coating work and total cost of project.
 8. Completion date.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Experienced firm that has successfully completed coating work similar in material, design, and extent to that indicated for Project; and that is approved by coating manufacturer to apply coating. Must have successful applications of specified materials in local area in use for minimum of five years.
 1. Employ foreman trained with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during Work. Do not change foremen during the course of the Project except for reasons beyond the control of the Applicator; inform Architect/Engineer in advance of any changes.
- B. Mockups: Prepare surface and apply coating system to representative member designated by Architect/Engineer to demonstrate surface preparation, aesthetic affects, and quality of materials and execution. Leave portion of prepared surface and each coating layer exposed to view.
 1. Coating manufacturer's representative shall observe mockup and approve in writing surface preparation and coating application.
 2. Owner may, at its expense, verify coating thickness and perform adhesion and pull-off tests. Contractor shall, at no cost to Owner, repair coating and substrate damaged by testing.
 3. If Architect/Engineer determines mockup does not comply with requirements, modify mockup or construct new mockup until mockup is approved. Pay for additional testing requested by Owner. Do not proceed with coating Work until mockup is approved.
 4. Approved mockup will be acceptance standard for remainder of coating Work.
 5. Approved mockup may become part of completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such a manner as to prevent damage to materials or structure.
- B. Deliver materials to Site in original containers and packaging with seals unbroken, labeled with:
 1. Manufacturer's name.
 2. Product brand name, type, and color.
 3. VOC content.
 4. Color name and number.
 5. Date of manufacture and batch number.

6. Directions for storing, handling, mixing with other components, and application, including precautions.
 7. Thinning instructions if applicable.
- C. Store materials in original, undamaged containers and, if permitted, partially-used materials in tightly-covered containers in clean, dry, well-ventilated, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Protect stored materials from direct sunlight, heat, sparks, and flames.
 - D. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
 - E. Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from Site as soon as possible.
 - F. Remove and replace materials that cannot be applied within stated shelf life.

1.7 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to start of coating Work. Notify Architect/Engineer of conditions found to be different than those indicated in the Contract Documents. Architect/Engineer will review situation and inform Contractor and Applicator of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Environmental Limitations: Apply coating when existing and forecast weather conditions permit coating to be applied according to coating manufacturer's written instructions.
 1. Do not apply when substrate and ambient temperatures are less than 50 degrees F or more than 95 degrees F, or outside of range recommended by coating manufacturer. Maintain minimum substrate and ambient temperatures for at least 24 hours before and after coating application.
 2. Do not apply to damp or wet substrates; in snow, rain, fog, or mist; when relative humidity exceeds 80 percent or maximum value recommended by coating manufacturer; or when substrate temperature is less than 5 degrees F above dew point.
- D. Handle and install materials in strict accordance with safety requirements required by coating manufacturer; Safety Data Sheets (SDS); and local, state, and federal rules and regulations. Maintain Safety Data Sheets (SDS) with materials in storage area and available for ready reference on Site.
- E. Maintain adequate ventilation during preparation and application of coating materials.

1.8 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
 1. Notify Architect/Engineer of conditions that may interfere with the proper execution of the Work or jeopardize the performance of the Work prior to proceeding with the Work.

1.9 WARRANTY

- A. Contractor Warranty:
 - 1. Written warranty, signed by Contractor, including:
 - a. Repair or remove and replace coating that does not comply with requirements; that fails in adhesion, cohesion, or general durability; that cracks, checks, fades, or chalks; where visible rust occurs; or that deteriorates in a manner not clearly specified by submitted coating manufacturer's data as an inherent quality of the material for the application indicated.
 - 2. Warranty includes:
 - a. Adhesive or cohesive failure of existing coating that remains in place.
 - b. Providing access to warranty Work.
 - c. Necessary surface preparation work.
 - 3. Warranty Period: Two years after Substantial Completion date.

PART 2 PRODUCTS

2.1 STEEL COATING MATERIALS

- A. Source Limitations: Obtain materials through one source from single coating manufacturer, or from sources approved by coating manufacturer.
- B. Material Compatibility: Provide primers, intermediate coats, finish coats, and related materials that are compatible with one another and substrates indicated under conditions of application and service, as demonstrated by manufacturer based on testing and field experience.
- C. Material Quality: Provide manufacturer's best-quality coating materials that are factory formulated and are recommended by manufacturer for application indicated. Material containers not displaying manufacturer's product identification are not acceptable.
- D. Use one of the following systems or approved equal:
 - 1. Pittsburgh Paints, PPG Architectural Finishes, Inc.:
 - a. Primer: Speedhide 6-212.
 - b. Finish Coat: Pitt-Tech 90-374.
 - 2. Rust-Oleum Corporation:
 - a. Primer: Heavy-Duty Rust-Inhibitive Primer, gray 1060402.
 - b. Finish Coat: 7400 System DTM 450 VOC Alkyd Enamel.
 - 3. Sherwin Williams:
 - a. Primer: Macropoxy 646 Fast Cure Epoxy
 - b. Finish Coat: Hi-Solids Polyurethane
 - 4. Tnemec Co., Inc.:
 - a. Primer: Chembuild Series 135.
 - b. Finish Coat: Endura-Shield Series 73.
- E. Provide primer with slightly lighter tint than finish coat to facilitate verification of top coat coverage.
- F. Match existing color.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Applicator and coating manufacturer's representative for compliance with requirements and other conditions affecting application or performance of coating.
 - 1. Ensure that work done by other trades is complete and ready for coating Work.
 - 2. Verify that areas and conditions under which coating Work is to be performed permit proper and timely completion of Work.
 - 3. Verify compatibility with and suitability of substrates, including existing coatings.
 - 4. Verify adhesion of existing coatings.
 - 5. Notify Architect/Engineer in writing of conditions which may adversely affect application or performance of coating and recommend corrections.
 - 6. Do not proceed with coating Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
 - 7. Commencing coating Work constitutes acceptance of Work surfaces and conditions.

3.2 PROTECTION

- A. Prevent construction debris, coatings, and other materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
- B. Limit access to Work areas. Provide "Wet Paint" signs to protect newly coated surfaces. Take precautions to protect against air-borne materials and runoff.
- C. Masking and Preparation:
 - 1. Comply with coating manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products.
 - 2. Cover adjacent surfaces with materials that are proven to resist coating system.
 - 3. Mask off or protect from spatter, overspray, or other damage surfaces not scheduled to receive coating.
 - 4. Remove masking and other protective measures at completion of coating Work.
- D. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

3.3 SURFACE PREPARATION

- A. Substrate: Clean and prepare substrate according to coating manufacturer's written instructions. Provide clean, dust-free, dry, and sound substrate for coating application.
 - 1. Remove loose rust, loose or deteriorated paint, and other loose foreign matter in accordance with SSPC-SP 2 or SSPC-SP 3.
 - 2. Lightly sand existing coating to remove sheen and slightly roughen.
 - 3. Feather edges of existing coating by sanding, grinding, or as recommended by coating manufacturer.
 - 4. Remove grease, oil, dirt, and other contaminants that might impair bond of coating. Use cleaner/degreaser or chemical removal as necessary; rinse thoroughly with copious amounts of clean water.

- B. Applicator and coating manufacturer's representative shall examine substrate to ensure that it is properly prepared and ready to receive coating.
 - 1. Coating manufacturer's representative shall report in writing to Applicator and Architect/Engineer conditions which may adversely affect coating system application or performance and recommend corrections.
 - 2. Do not proceed with coating application until unsatisfactory conditions have been corrected and reviewed by Architect/Engineer.
 - 3. Commencing coating application constitutes acceptance of Work surfaces and conditions.

3.4 APPLICATION

- A. General: Prepare and apply materials according to coating manufacturer's written instructions, at recommended rates and coverages.
- B. Test prepared surfaces for moisture and other conditions as recommended by coating manufacturer. Verify that ambient air and substrate surface temperatures, relative humidity, and dew point are within ranges recommended by coating manufacturer and are forecast to remain within these ranges during coating curing period.
- C. Mix materials thoroughly to uniform, smooth consistency. Do not thin or dilute unless permitted by coating manufacturer; use recommended thinners within recommended limits.
 - 1. Stir as required during application.
 - 2. If surface film forms, do not stir film into material. Remove film and strain coating material before using.
 - 3. Maintain containers used for mixing and applying coating in clean condition, free of foreign materials and residue.
- D. Apply coating by roller, spray, or brush. Use applicator and technique best suited for substrate and type of material being applied.
 - 1. Apply materials as soon as practicable after completion of surface preparation or full curing of previous material application.
 - 2. Extend new coating to reveals, surface edges, or other natural termination points to minimize differences in appearance between new and existing coating.
 - 3. Do not coat over conditions detrimental to formation of durable coating film, such as dirt, rust, scale, grease, or moist or scuffed surfaces.
 - 4. Spot prime exposed steel surfaces to provide thickness of 2 to 3 dry mils or as recommended by coating manufacturer, whichever is greater.
 - 5. Apply finish coat in one or two coats to provide thickness of 2 to 3 dry mils or as recommended by coating manufacturer, whichever is greater, and to provide total thickness including primer of 4 to 6 dry mils or as recommended by coating manufacturer, whichever is greater. Do not apply second coat until first coat has fully cured. Select application method to avoid excessive coating thickness.
 - a. If undercoats or other conditions show through final coat, apply additional coats until coating film is of uniform finish, color, and appearance, if approved by Architect/Engineer.
 - b. Ensure that edges, corners, and crevices receive minimum dry film thickness.
 - c. Brush Application: Work material into surface in even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw lines at edges and color breaks.

- d. Roller Application: Keep cover wet; do not dry roll. Apply material in sections. Lay on required amount of material, working material into grooves and rough areas. Then level material, working it into surface.
 - e. Spray Application: Use spray application only when permitted by manufacturer's written instructions and authorities having jurisdiction. Apply material to provide equivalent hiding of brush-applied coat. Do not double back, building up film thickness of two coats in one application.
6. Do not coat over UL, FMG, or other labels.

3.5 FIELD QUALITY CONTROL

- A. Material Coverage Rates.
- 1. At beginning of application, calibrate material coverage rate with wet-mil thickness equivalent to minimum specified dry-mil thickness. Measure wet-mil thickness with thickness gauge.
 - 2. Measure wet-mil thickness at least once for every 10 square feet of surface coated. Adjust coverage rate to maintain minimum thickness.
- B. Owner may, at its expense, perform the following tests. Contractor shall provide access to test locations determined by Architect/Engineer.
- 1. Measure dry-film thickness of coating. Coating thickness is acceptable if within specified range.
 - 2. Perform adhesion tests per ASTM C3359, Test Method A, after coating has cured. Coating adhesion is acceptable if no peeling or coating removal occurs (Rating 5A).
 - 3. Perform pull-off tests per ASTM D4541, after coating has cured. Coating application is acceptable if test results are at least 100 pounds per square inch.
 - 4. If coating application is acceptable, Owner will pay Contractor to repair substrate and coating as necessary at test locations.
 - 5. If coating application is unacceptable, Architect/Engineer will determine remedy. Contractor shall remove and replace unacceptable coating or perform other remedial actions at no cost to Owner. Contractor shall also repair substrate and coating at test locations with unacceptable results at no cost to Owner. Contractor may, at own expense, perform additional measurements and testing to determine limits of areas with unacceptable coating.
- C. Completed Work shall match approved mockup for color, texture, and coverage, in opinion of Architect/Engineer, and shall be free from flow-lines, streaks, blisters, and other surface imperfections. Remove, refinish, or recoat Work not complying with specified requirements.

3.6 CLEANING

- A. At the end of each workday, clean Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- B. After completing coating Work:
- 1. Clean spillage, overspray, and spatter from adjacent surfaces using cleaning agents and procedures recommended by manufacturer of affected surface. Exercise care to avoid scratching or damage to surfaces.
 - 2. Repair surfaces stained, marred, or otherwise damaged during coating Work.
 - 3. Clean up debris and surplus materials and remove from Site.

C. Waste Management:

1. Collect surplus coating materials that cannot be reused and deliver to recycling or disposal facility.
2. Treat materials that cannot be reused as hazardous waste and dispose of in an appropriate manner.

END OF SECTION



Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel
www.wje.com

September 13, 2021

Scott Grewe
Operations Commander
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Chester, Peabody, and Park Street Parking Structures - Bid Tabulation for 2021 Repairs

WJE No. 2019.6318

Dear Mr. Grewe:

As requested, Wiss, Janney, Elstner and Associates, Inc. (WJE) has tabulated the competitive bid responses for the 2021 Municipal Parking Structure Repair Project at the Chester, Peabody, and Park Street parking garages located in Birmingham, Michigan. This letter summarizes the received bids, which are outlined in Table 1.

The received bids display some variety in pricing. The variation may be a result of several factors including current work backlogs, the timing of this bid event, or labor and material shortages. WJE outlines items below that should be considered in the City's bid award.

OVERVIEW OF BIDS

Four bids were submitted by DRV Contractors, Pullman SST, RAM Construction, and Arisco Contracting Group. Bids were due on Friday, September 10, 2021. Bid totals ranged from \$436,500 to \$998,970. Pullman SST was the low bidder with a total project cost of \$436,500, with RAM Construction at \$493,201. Arisco's bid included an error for the Lump Sum 2 entry – Performance Bond and Labor & Material Bond, as well as an apparent summation error for the total project cost of \$498,300 in lieu of \$498,000. DRV was the high bidder at \$998,970. The spread between the two low bidders is \$56,701.

For reference, WJE's preliminary budgetary cost estimate for this construction effort was \$387,147, as stated in our June 9, 2021 proposal, which is approximately \$50,000 below the low bid. However, this estimate was provided before the analysis and design of the Park Street steel repairs were completed, which is the primary difference between the provided and anticipated bid amounts.

Pullman SST indicated their intent to retain subcontractors for the steel connection repairs and the drain line replacement work. RAM and Arisco indicated their intent to self-perform the work, as no subcontractors were listed in the submitted bids. DRV planned to retain a subcontractor for the steel connection repairs.

The provided construction duration for Pullman SST, Arisco, and RAM were 80 days, 90 days, and 100 days, respectively. DRV Contractors did not provide an estimated construction duration. Please note that weather conditions and cold temperatures may have a significant impact on the actual project schedule.

for this work. Further, the actual project completion date will vary based on the permit approval process, issuance of a written notice to proceed, material availability and lead times, and other factors.

BID ANALYSIS

WJE requested unit prices for select scope of work items that are anticipated under the allowance work. WJE provided allowance values for the bidders due to the various unknown conditions associated with those scope of work items, and to obtain “apples-to-apples” comparisons of the remaining scope of work. Based on the received unit prices, WJE feels that our allowance values may have underestimated the actual construction costs associated with these work items. WJE recommends that a project contingency of 20 percent be considered by the City of Birmingham (in lieu of 15 percent) to account for these anticipated additional project costs. If the low bidder is selected by the City of Birmingham for the project award, this would result in a potential total project cost of \$523,800.

The low bidder provided a voluntary deduct of \$16,000 if PVC materials are used in lieu of cast-iron piping for the Chester Street piping replacement work.

CONTRACTOR QUALIFICATIONS

We understand that the City is verifying contractor references that were submitted with the bids. WJE has successful prior project experience with all four bidders. The Contract Documents require minimum experience levels for the construction superintendent and various installers, which will be verified by WJE prior to work commencement.

RECOMMENDATIONS

In our opinion, based on our review of the submitted bids, all bidders should be able to deliver a successful project for this scope. We find no cause at this time to not proceed with the low bidder. Regardless of who is selected, we recommend engineering oversight and periodic inspection be performed during the work to help ensure the work is being performed in accordance with intent of the Contract Documents.

Please let us know if you have further questions.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Matthew E. Lewis, PE
Senior Associate

Enclosure:

Table 1 – Bidder Comparison

Chester, Park, and Peabody Parking Garages - 2021 Repairs

Table 1 - Bidder Comparison

			DRV		RAM		ARISCO		PULLMAN				
			Qty	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid		
1	General Conditions			\$	46,000.00		\$	21,000.00		\$	37,000.00		
2	Performance Bond and Labor and Material Payment Bond			\$	15,200.00		\$	7,300.00		\$	6,350.00		
3	Chester Parking Structure Repairs			\$	260,950.00		\$	179,318.00		\$	177,650.00		
3a	Allowance for concrete slab and post-tensioning repairs			\$	10,000.00		\$	10,000.00		\$	10,000.00		
4	Peabody Parking Structure Repairs			\$	91,340.00		\$	53,660.00		\$	66,750.00		
4a	Allowance for repairs and Lower Level columns			\$	20,000.00		\$	20,000.00		\$	20,000.00		
4b	Allowance for concrete slab repairs			\$	5,000.00		\$	5,000.00		\$	5,000.00		
5	Park Street Parking Structure repairs			\$	550,480.00		\$	196,923.00		\$	113,750.00		
	GRAND TOTAL			\$	998,970.00		\$	493,201.00		\$	436,500.00		
1	Partial-depth horizontal topside concrete repair	100	\$	55.00	Note A	\$	83.00	Note A	\$	15.00	Note A		
2	Partial-depth vertical concrete repair	100	\$	80.00		\$	90.00		\$	30.00		\$	85.00
3	Epoxy-injection repair	500	\$	38.00		\$	42.00		\$	30.00		\$	33.00
Subcontraor(s) listed			Walker Steel			None			United Mechanical Sav's Welding				
Construction schedule, number of caledar days from reiept of Notice to Proceed			Not Provided			100 days			80 days				

Notes

A Quantities provided for contractor reference only. Total cost for Unit Price items are not included as part of the total price.

SECTION 00 41 44
BID FORM

NOTE: Bidder shall state Total Bid amount for each item. Work requirements and repair details for allowance work to follow based on discovered conditions; Contractor to provide finalized pricing once work is defined. The Contract sum may be increased or decreased based on the differences between the estimated allowance and finalized pricing.

GRAND TOTAL shall be sum of Total Bid amounts for various items and will be Contract Sum written in Owner-Contractor Agreement.

All words and numbers shall be written in non-erasable medium.

LUMP SUM PORTION OF BASE BID

Type of Work	Total Bid
1. General Conditions. All work defined in the Contract Documents not included in the other work items below. This includes, but is not limited to, supervision; mobilization; coordination; permits; personnel lifts; dust protection; submittals; mock-ups; protection of existing construction from damage; dumpsters; job site cleaning; temporary facilities and controls; temporary traffic control and signage; and project close out.	\$ <u>37,000.00</u>
2. Performance Bond and Labor and Material Payment Bond, each in the amount of 100 percent of the contract sum.	\$ <u>6,350.00</u>
3. Chester Parking Structure Repairs: All work defined in the Contract Documents. This includes, but is not limited to, construction joint sealant replacement at the elevated slabs; pre-molded expansion joint replacement, including joints at stair towers; localized sealant and crack repairs in elevated slabs; horizontal drain line replacement; inspection and cleaning of all elevated drain lines.	\$ <u>177,650.00</u>
a. Allowance for concrete slab and post-tensioning repairs.	\$ <u>10,000</u>
4. Peabody Parking Structure Repairs: All work defined in the Contract Documents. This includes, but is not limited to, control joint sealant replacement at the elevated slabs, pre-molded expansion joint replacement, including joints at stair towers; modification of one stair tower downspout at roof level; localized sealant and crack repairs in elevated slabs; demolition work to facilitate investigation of two Lower Level columns, including shoring of one floor level; inspection and cleaning of all elevated drain lines.	\$ <u>66,750.00</u>
a. Allowance for repairs at Lower Level columns.	\$ <u>20,000</u>
b. Allowance for concrete slab repairs.	\$ <u>5,000</u>
5. Park Street Parking Structure Repairs: All work defined in the Contract Documents. This includes, but is not limited to, construction joint sealant replacement at the elevated slabs; structural steel moment connection repairs; inspection and cleaning of all elevated drain lines.	\$ <u>113,750.00</u>

BIDDER'S ENDORSEMENT

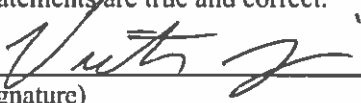
I hereby certify that all statements herein are made on behalf of _____

Pullman SST, Inc. 280 W. Jefferson Ave. Trenton, MI 48183

(Name and Address of Corporation, Partnership, or Person submitting bid)

of the City of Trenton State of Michigan

that I have examined and carefully prepared this Bid from the plans and specifications, and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



(Signature)
Branch Director

(Title)

END OF SECTION 00 41 44

PULLMAN



**City of Birmingham
Municipal Parking Structures
2021 Repairs**

Proposal #: 612519

Submitted on September 10, 2021 to:



PULLMAN

September 10, 2021

RE: Birmingham Parking Structures

Thank you for the opportunity to submit our bid for the above referenced project. All pricing information is contained on the attached bid forms. We have developed the following approach and experience information for your consideration.

Project Approach and Experience:

Pullman is a national restoration contractor with a local office in Trenton, MI. We employ union workforces that are extensively trained in their respective trades. Pullman has a local annual revenue of approximately \$50 million and can provide our audited financial statement upon request. We have completed hundreds of parking structure repair projects in Michigan.

We have attached a few case studies of some substantial parking structure repair projects completed by our Detroit area team. These projects include work at the DTW McNamara Parking Structure, the Baltimore St. Parking Structure, and the Grand Circus Park Structure.

Pullman begins every project with a thorough pre-planning process. This process involves reviewing every aspect of the project, including the scope of work, site logistics, quality concerns, and any safety concerns. As a part of this process, Pullman will develop safety and quality plans specific to this project to ensure its successful completion.

A pre-construction meeting will be held on site with all members of the project team. This meeting will be utilized to finalize project details, including site logistics, phasing, and scheduling.

Each phase of work will be barricaded and temporarily protected from the city patrons. For safety purposes, the level below each work area will also need to be closed as part of a specific phase. Pullman will provide daily clean-up of work areas and will keep the project team apprised of our upcoming work schedule. Pullman will track quantities daily and keep records for the eventual submittal of as-built drawings at the conclusion of the project.

Pullman's project team for this project will include John Schuster in a Project Executive role, Chris Mauro as the Project Manager, and Brian Martinus as the onsite Project Superintendent. Resumes are attached.

Preliminary Schedule, Subcontractors, and Materials:

Pullman plans to start the project and complete the project this fall with an 8 to 10 week duration.

Pullman intends to utilize Sav's Welding for the steel moment connection repairs and United Mechanical for the drain line replacement work.

Pullman intends to use materials that are listed within the specifications and can provide technical data as required.

Note: Chester St. Piping Replacement does not include insulated piping at the lowest level of the structure. We can also provide a deduct of \$16k for PVC in lieu of the cast iron piping.

Thank you for your consideration. We hope to work together on a successful parking structure restoration project for the City of Birmingham. Should any additional question arise, please do not hesitate to contact us.

Sincerely,

Pullman SST, Inc.

Zach Carroll
Estimator

Vic Juncaj
Branch Manager

Attachments:

Case Studies with Reference Info
Project Team Resumes

Resume

John Schuster

PULLMAN
Division Manager

Background Experience:

John Schuster is responsible for field crew management, safety, and construction. His areas of expertise include post tension reinforcement repair, subcontractor management, quality control, and scheduling. His technical capabilities cover a broad range of specialties including concrete finishing, structural strengthening, carpentry, and waterproofing.

Certifications:

- Level 1 Unbonded PT – Field Installation Certified
- OSHA 30

Employment History:

- Superintendent - PULLMAN SST – June 2000-Present

Project Experience:

• Baltimore St. Parking Garage	\$5,300,000
• Checker Cab Parking Garage	\$1,300,000
• Kennecott Eagle Mine Column Enlargements	\$1,720,000
• U of M Church Street Parking Structure Repairs	\$450,000
• Summit Street Parking Garage P/T Repairs	\$1,100,000
• Marriott – South Bend - Parking Garage	\$950,000
• PNC Stadium Pittsburgh Seating Bowl	\$375,000
• Southfield Town Center Parking Structure P/T Repairs	\$250,000
• Civic Center Fort Wayne Parking Structure P/T Repair	\$750,000
• Motor City Casino Parking Structure Waterproof Membrane	\$1,800,000
• 625 Atlantic Center, Brooklyn NY Parking Structure	\$4,800,000

TRAINING:

- Suspended Scaffolding
- Fall Protection
- Motorized Access Equipment
- Skid Steer / Fork Truck
- Carbon Fiber Strengthening
- Wabo Expansion Joint Approved Applicator
- Concrete Repair
- High Pressure Grouting
- Traffic Bearing Waterproof Membrane
- Sealant and Waterproofing
- Local 2 Bricklayer

YEARS OF EXPERIENCE:

- 20 years

YEARS WITH FIRM:

- 20 years

Resume

Chris Mauro

PULLMAN

Project Manager

Background Experience:

Chris Mauro has over 15 years of experience in the industry. He is experienced in project management, estimating, safety, subcontractor management, supplier negotiations, and resource management.

Areas of Expertise:

- Public sector project management / project documentation
- Large scale projects with long schedule durations
- Shut down project planning and execution

Professional Participation:

- International Concrete Repair Institute (ICRI)
 - Michigan Chapter Member

Certifications:

- OSHA 30
- First Aid / CPR

Employment History:

- RAM Construction Services of Michigan – February 2004 to August 2018
- Pullman SST – September 2019 to present

Project Experience:

• Wayne State Parking Garages 2016-18	\$ 7,400,000
• 1401 First Street Garage	\$ 1,390,000
• City of South Bend Garages	\$ 1,560,000
• Memorial Hospital Garages	\$ 330,000
• 414 S. Main Street Garage	\$ 240,000
• Michigan State University Garages	\$ 600,000
• City of Lansing Concrete Repairs	\$ 1,120,000
• City of Saginaw Clarifier Restoration	\$ 1,050,000
• University of Michigan – Wall Street Garage	\$ 850,000
• Consumers Energy – Foundation Grouting	\$ 570,000
• City of Cuyahoga Red Garage	\$ 1,000,000
• Detroit Windsor Tunnel Restoration	\$ 1,950,000
• Z Deck Detroit Waterproofing	\$ 1,200,000
• American Axle Garage	\$ 250,000
• DTW Airport Garage Ground Transportation Center	\$ 1,800,000
• Wayne Street Garage	\$ 2,300,000

EDUCATION:

- Bachelor of Science in Business Management—
Western Michigan University

YEARS OF EXPERIENCE:

- 16 years

YEARS WITH FIRM:

- 1 years

Resume

Brian Martinus

PULLMAN

Field-Superintendent

Background Experience:

Brian has 25 years of experience managing restoration projects, self-perform crews, testing companies and subcontractors. He has been involved with a wide variety of structures in the commercial and industrial markets. Some of the projects include concrete repair and waterproofing.

Areas of Expertise:

Concrete repair and strengthening, injection, carbon fiber reinforced polymer strengthening, sealants, waterproofing / traffic coating, managing large projects with multiple subcontractors and other personnel. Budget management and quality control.

TRAINING / CERTIFICATION:

- OSHA 30
- Silica Competent Person
- CPR/First Aid
- Confined Space
- Fork Lift Operator
- HazCom
- Scaffold Trained

YEARS OF EXPERIENCE:

- 22+ years

YEARS WITH FIRM:

- 14+ years

Employment History:

- Superintendent - PULLMAN - 2006 to Present
- Orion Waterproofing - November 1996 – June 2006

Project Experience:

• Summer Street Ramp Repairs	\$1,700,000
• U of M Church Street Parking Deck	\$ 737,000
• U of M Palmer Plaza	\$ 400,000
• Chrysler Tech Center Deck 60	\$5,400,000
• Chrysler Tech Center Deck 40	\$1,900,000
• Marathon Refining Detroit	\$ 500,000
• Ann Arbor Place	\$ 360,000
• Civic Center Parking Structure Repairs & Waterproofing	\$1,100,000
• EZ Parking – Indianapolis	\$ 220,000
• University of Toledo Parking Garage	\$ 550,000
• DWSD: Concrete Overlay for Pipe Galleries	\$ 655,000
• Southfield Town Center – Parking Structure Repairs	\$ 274,000
• U of M – N. Hatcher Library Masonry & Repairs	\$ 172,000
• Birmingham Place	\$ 400,000



Baltimore Parking Structure

- **Location:** Detroit, MI
- **Start Date:** September 2016
- **Completion Date:** July 2017
- **Contract Value:** \$5,500,000

Built in 1964, the Baltimore Parking structure is a 270,000 SF split level button head post-tensioned garage located in downtown Detroit's New Center neighborhood. With recent revitalization of the area, including a new light rail system and construction of the Detroit Pistons practice facility, there was an influx of activity and demand for parking. The new owners of the garage sought a condition appraisal of the under maintained garage to determine the structural upgrades necessary in order to make the garage safe for new customers.

The aging structure showed signs of structural degradation as well as damaged and under-reinforced elements, ranging from immediate safety concerns to architectural improvements.

With the need for accelerated construction and minimal budgetary surprises, the owner pursued a design build delivery system. The design build team was comprised of WJE as the Engineer of Record, to perform the investigation, and PULLMAN as the General Contractor, to perform repairs.

PULLMAN's ability to leverage STRUCTURAL TECHNOLOGIES provided the team with engineering support services, added expertise as well as a comprehensive range of customizable repair and strengthening solutions for the structure.

Using a portion of the pre-existing post-tensioning system, the project team custom designed and fabricated an encapsulated post-tensioned beam repair to strengthen beams in the parking structure. Crews used VSL bonded multi-strand external post-tensioning system to strengthen the garage beams and VSL monostrand post-tensioning system to strengthen the structural slabs. PULLMAN also performed both partial and full depth concrete repair, beam, joist, column, façade, stair, ramp, expansion joint repairs as well as installation of a traffic bearing membrane. Additional scope included lighting, signage, and upgrades to the finishes.

During the project, the team discovered initial repair areas needed to be expanded; 100 post-tensioned splice repairs grew to 234 and beam repairs increased from 14 to 32. The additional scope posed a challenge to the project's strict schedule and budget. The garage also had to remain operational while crews performed the work. To overcome this, the project required a high degree of collaboration between the design build team, owner, and 14 subcontractors.



PROJECT HIGHLIGHTS

- **Owner:**
FK 2015 Baltimore Garage, LLC
(The Platform, LLC)
- **General Contractor:**
PULLMAN
- **Engineer of Record:**
Wiss Janney Elstner Associates, Inc.
- **Material Supplier:**
STRUCTURAL TECHNOLOGIES

Crews worked in phases rerouting vehicle and pedestrian traffic away from construction debris, dust, and equipment. Teams performed quality risk analysis before engaging in various "high risk" work activities and abided by specific safety program policies, especially when working with unbonded post-tensioned strands. STRUCTURAL TECHNOLOGIES provided additional QA / QC support on the project and oversaw the installation of new post-tensioning to ensure quality repairs were performed.

The parking deck was restored to support current code requiring loads, and redesigned to increase the parking capacity by approximately 40 spaces. The final design also included the redirection of all rain water to reduce the rate of future deck degradation. The project was successfully completed in under a year without any safety incidents despite repair scope increasing.



Detroit Metro Airport

- **Location:** Romulus, MI
- **Start Date:** July 2015
- **Completion Date:** September 2019
- **Contract Value:** \$10,439,127

Project Description: The Detroit Metro Airport (DTW) located in Romulus, MI, is ranked as one of the busiest international airports in the United States as well as the world. The Airport's 10 story parking garage began showing signs of deterioration on the terrace levels. In addition, the parking garage's expansion joints which were originally constructed with cover plates, began to fail and break free of the joints. Therefore, the Owner sought repairs to replace the existing expansion joints with an elastomeric expansion joint to reduce future maintenance.

PULLMAN was contracted to perform the repairs for this project. The scope of this project included approximately two miles of expansion joint replacements and over 600,000 SF installation of a traffic bearing coating. Full and partial depth concrete repairs, safety flex plate replacement and stair tower repairs were also performed. In order to perform the repairs, the project was phased and sections were closed off while other areas of the garage remained open for use.

Initially the project began as three-year phased project with construction taking place between June and September, which was later extended to five years due to changes requested by the owner regarding scheduling and parking space closures. The team coordinated with the Airport to develop closure plans and schedules that would allow for maximum work access with minimal impact to traffic patterns.

Crews worked on sections of the parking deck that measured approximately 1/4 mile long at a time. Equipment was made mobile so that the team could easily move to each new area within a phase. Trucks, trailers, mobile water tanks, and buggies were used to provide the needed mobility.

PULLMAN coordinated with the engineer, manufacturers and testing consultants to ensure a quality installation of each product required on the project. Pre-construction meetings were held with each manufacturer prior to commencing work for the product (joint sealants, expansion joints install, traffic coating, etc.). During the past three years (over 52,000 manhours) the project team performed the various repairs with attention to safety—to date there have been zero OSHA recordables on the project.

Through careful planning, phasing and scheduling PULLMAN was able to perform high quality repairs within an agreeable time line with minimal impact to parking.



PROJECT HIGHLIGHTS

- **Owner:**
Wayne County Airport Authority
Ethan Fulton
(734) 247-2819
ethan.fulton@wcaa.us
- **Engineer Of Record:**
Walker Consultants
Jacob Dean
(734) 663-1070
idean@walkerconsultants.com
- **General Contractor:**
PULLMAN



Grand Circus Garage Repairs

- **Location:** Detroit, MI
- **Start Date:** May 2019
- **Projected Completion Date:** January 2021
- **Contract Value:** \$17,068,646

Project Description: Originally constructed in 1955, the below-grade parking structure is used by residents in nearby buildings. The structure was turned over to Grand Circus Holdings, LLC in a state of severe damage with falling concrete, potholes, and water dripping through the slab, leaving mineral deposits on vehicles, so a condition assessment was performed. Based on the findings, a major repair and replacement project was needed, including replacing all elevated slabs and localized repairs to all other structural components.

In order to meet the budget requirements, PULLMAN and the Engineer of Record teamed up to propose an investigate-design-build approach to the repairs. Along with cost-savings, this approach provided a more streamlined design process and overall schedule. After the condition assessment and design, the scope of work included repairing concrete slab, columns and walls, adding new slab sealants and coating, beam restoration, stair tower repairs (block walls, treads, railing), removing and replacing all plumbing, electrical, and fire suppression systems, replacing two elevators, repairing exterior facade limestone panels, and installing overhead roll up doors.

The crew discovered that the concrete had a void present in the horizontal plane over much of the slab, making the repair area much larger than anticipated. In order to remove the deteriorated concrete, the crew used several demolition methods, including a pneumatic chipping gun, hydro-demolition, and a full depth sawcut to remove the concrete in sections.

The team created site specific safety standards and quality control checklists for critical tasks that were used for everyone on site. The project was completed on schedule and under budget with no serious incidents.




PROJECT HIGHLIGHTS

- **Owner:**
Grand Circus Holdings, LLC
- **General and Specialty Contractor:**
PULLMAN
- **Engineer Of Record:**
Wiss, Janey & Elstner Associates, Inc.

ATTACHMENT B - BIDDER'S AGREEMENT
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Victor Juncaj	9/10/2021
PREPARED BY (Print Name)	DATE
Branch Director	9/10/2021
TITLE	DATE
	vjuncaj@pullman-services.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Pullman SST, Inc.	
COMPANY	
280 W. Jefferson Ave. Trenton, MI 48183	734-282-7760
ADDRESS	PHONE
Structural Group, Inc.	410-850-7000
NAME OF PARENT COMPANY	PHONE
10150 Old Columbia Rd. Columbia, MD	
ADDRESS	

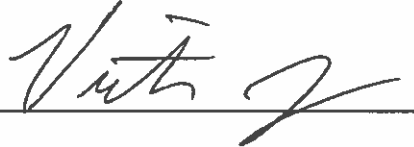
ORIGINAL

ATTACHMENT C - COST PROPOSAL
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

Firm Name Pullman SST, Inc.

Authorized signature


A handwritten signature in black ink, appearing to read "V. J.", is written over a horizontal line.

Date 9/10/2021

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS

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.

Vic Juncaj	9/10/2021
PREPARED BY	DATE
(Print Name)	
Branch Director	9/10/2021
TITLE	DATE
	vjuncaj@pullman-services.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS

Pullman SST, Inc.

COMPANY

280 W. Jefferson Ave. Trenton, MI 48183	734-282-7760
ADDRESS	PHONE

Structural Group, Inc.	410-850-7000
NAME OF PARENT COMPANY	PHONE

10150 Old Columbia Rd. Columbia, MD

ADDRESS

22-3270937

TAXPAYER I.D.#

AGREEMENT
For 2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS

This AGREEMENT, made this 20th day of September, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and Pullman SST, Inc., having its principal office at 280 West Jefferson Avenue, Trenton, MI 48183 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

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

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform **2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS** as detailed in the specifications for Park St. / Peabody St. / Chester St, and in connection therewith has prepared a request for sealed Invitation to Bid proposals ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform **2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS**.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Invitation to Bid to perform **2021 MUNICIPAL PARKING STRUCTURE REPAIR PROJECTS** and the Contractor's cost proposal dated August 24, 2021 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the ITB.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$523,800.00, as set forth in the Contractor's August 24, 2021 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Invitation to Bid.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined

herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: 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.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.

H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

City of Birmingham
Attn: Commander Scott Grewe
151 Martin Street
Birmingham, MI 48009
(248) 530-1867

CONTRACTOR
Pullman SST, Inc
280 West Jefferson Ave
Trenton, MI 48183
(734) 282-7760

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.

Contractor:

Pullman SST, Inc

By: Victor Juncaj
Victor Juncaj
Branch Director

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 15 day of September, 2021, before me personally appeared Victor Juncaj, who acknowledged that with authority on behalf of Pullman SST Inc to do so he/she signed this Agreement.

Brandi Campbell
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 12/01/22

BRANDI CAMPBELL
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 1, 2022
ACTING IN COUNTY OF Oakland

CITY OF BIRMINGHAM:

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

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

DATE: September 15, 2021

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Contract Award for 2021 Sewer Rehabilitation Program
City Contract #8-21(P)

INTRODUCTION:

The Engineering Department solicited bids for sewer rehabilitation services to clean and inspect certain sewer segments throughout the City. Also included in this project are work items for rehabilitating minor sewer issues that may be found, such as removal of roots, grinding mineral deposits, grouting leaking joints, and limited internal patching of holes and open joints. Sealed bids for the 2021 Sewer Rehabilitation Program #8-21(P) were opened on September 2, 2021. Five bids were received for consideration, and the Engineering Department is recommending award of the project to D.V.M. Utilities, Inc. (DVM), the lowest responsible bidder.

BACKGROUND:

As part of operating and maintaining the public sewer system, the City must periodically inspect the sewer system, and perform routine cleaning and repair of minor defects that occur over time. The Department of Public Services does an excellent job of performing the routine cleaning and maintenance tasks, and responding to emergency issues that arise. The Engineering Department has budgeted for a sewer rehabilitation project to complete work on issues that routine cleaning and maintenance may not fully address, but are not considered to be emergency repairs.

For the first year of this program, the intended work is to follow-up from the comprehensive sewer inspection activities that occurred in 2018 and 2019, where sewer segments that could not be fully televised would be assessed again, and any needed repairs will be made allowing full inspection of the sewer segment. The total length of sewers included in this part of the project are 43,300 feet.

Investigative work on the sewer system that is expected to be completed in advance of the South Old Woodward Phase 3 project in order to determine where active sewer services are connected was also included in this project. The total length of the sewers included in this part of the project are 3,500 feet.

Due to the rare, multiple and recurring heavy rain events this past summer that resulted in numerous reports of basement backups, the Engineering Department is expanding the scope of this project to include inspection of sewer segments in areas

of reported flooding. All of the sewer segments in the drainage district that includes the Poppleton Park area, as well as the part of the drainage district that includes neighborhoods on the east side of town between Maple and E. Lincoln, that outlets to the GWK Drain on Coolidge, are included in the project. Also included are other sewer segments City-wide that had reports of flooding. The total length of the sewers included in this part of the project are 47,200 feet.

The Engineering Department opened the sealed bids for this project on September 2, 2021. Five bids were received for consideration, and D.V.M. Utilities, Inc. (DVM) submitted the lowest-read bid. While the City has not worked directly with DVM in the past, the references they provided were contacted and satisfactory responses were received. DVM has completed similar work for other communities and agencies in southeast Michigan, and we believe they have an understanding of the needs and expectations related to the program's scope of services, schedule, and coordination with residents, businesses and other City departments. The letter of Recommendation of Award from the City's engineering consultant, Hubbell, Roth & Clark, Inc. (HRC), who is providing assistance to the Engineering Department on this project, is attached for reference.

The Engineering Department recommends awarding the contract for the 2021 Sewer Rehabilitation Program #8-21(S) to D.V.M. Utilities, Inc. for the total contract amount of \$1,045,323.50. As is required for all of the City's construction projects, D.V.M. Utilities, Inc. has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

LEGAL REVIEW:

The City's standard contract language was used for this bidding document.

FISCAL IMPACT:

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

Major Streets Fund (S. Old Woodward Phase 3)	202-449.001-981.0100	\$ 73,448.40
Sewer Fund (initial scope of work)	590-536.001-981.0200	\$ 401,813.45
Sewer Fund (additional scope of work)	590-536.001-981.0200	\$ 570,060.75
Total Contract Amount		\$ 1,045,323.50

Only \$500,000 was budgeted in the Sewer Fund for this rehabilitation work. Therefore, an Amendment to the 2021/2022 fiscal year budget is required for this work in the amount of \$471,874.20, to be drawn from the Sewer Fund Balance.

PUBLIC COMMUNICATIONS:

The desire to develop a project of this nature was presented to the City Commission by the Engineering Department at the regular meeting of August 9, 2021. The final scope of work had not been determined at the time of that presentation.

During completion of this project, property owners that could be affected by the work will be notified in advance through the use of door-hangers, and general project updates will be provided online and through e-blasts issued by the City Communications Department.

SUMMARY:

The competitive bid process was followed to solicit bids for the 2021 Sewer Rehabilitation Program #8-21(S). Five (5) sealed bids were received, and the Engineering Department recommends the 2021 Sewer Rehabilitation Program #8-21(S) be awarded to the lowest, qualified bidder, D.V.M. Utilities, Inc. for the contract amount of \$1,045,323.50.

ATTACHMENTS:

- Project Area Map (one page)
- HRC Recommendation of Award Letter and Bid Summary (3 pages)
- Pages from August 9, 2021 City Commission Meeting related to the subject of this report (2 pages)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the 2021 Sewer Rehabilitation Program #8-21(S), to D.V.M. Utilities, Inc., contingent upon execution of the agreement and meeting all insurance and bonding requirements, in the amount of \$1,045,323.50, to be charged to the following accounts;

Major Streets Fund	202-449.001-981.0100	\$	73,448.40
Sewer Fund	590-536.001-981.0200	\$	971,875.10
Total		\$	1,045,323.50

To approve the appropriation and amendment to the fiscal year 2021-2022 budget as follows:

Sewer Fund:

Revenues:

590-000.000-400.0000	Draw from Net Position	<u>\$ 471,880</u>
Total Revenue		<u>\$ 471,880</u>

Expenses:

590-536.001-981.0200	Sewer Improvement	<u>\$ 471,880</u>
Total Expenses		<u>\$ 471,880</u>

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



Legend

Potential Televising

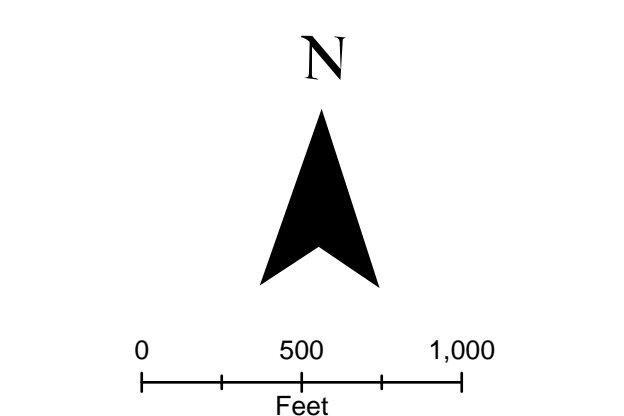
- S Old Woodward
- Poppleton Park
- East Side GWK District
- City Wide 2021 Abandoned Survey
- City Wide 2021
- Storm Sewer
- Sanitary Sewer
- Combined Sewer
- Parcels

VERSION:
- Reported flooding through 8/13/21

PROJECT TITLE:
**2021 SEWER REHABILITATION
PROGRAM - CITY CONTRACT #8-21(S)**

SHEET TITLE:
**Potential Sewer
Televising**

HRC JOB NO:	FIGURE NO:
20210098	
DATE:	AUTHOR:
8/20/2021	bmcelroy



September 14, 2021

City of Birmingham
151 Martin Street
Birmingham, MI 48012

Attn: James J. Surhigh, P.E.
Consulting City Engineer

Re: Recommendation for Bid Award
2021 Sewer Rehabilitation Program – Contract #8-21(S)

HRC Job No. 20210825

Dear Mr. Surhigh,

Bids for the subject project were taken on Thursday, September 2nd at 2:00 p.m. at City Hall. A total of five (5) bids were received and read. The bids have been checked and they are in order. The low bidder for the project is D.V.M. Utilities, Inc. of Sterling Heights, Michigan with a bid of \$1,045,323.50. We note that the bid amount is less than the Engineer's Opinion of Probable Construction Cost of \$1,460,962.47.

Since the project involves several locations, we have tabulated the breakdown below of the costs per division to aid in the City's assessment for the project award.

Division	Total Cost
S. Old Woodward	\$73,448.40
City Wide	\$401,814.35
Flooding Investigation	\$570,060.75
Total Construction Costs	\$1,045,323.50

D.V.M. Utilities provided several references for similar work performed recently, and we received favorable responses to our inquiry about their job performance.

In our capacity as Consulting Engineers for the City of Birmingham, we recommend that the contract for the 2021 Sewer Rehabilitation Program – Contract #8-21(S) be awarded to D.V.M. Utilities.

Should you have any questions or comments, please feel free to contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Michael C. MacDonald, P.E.
Vice President/Secretary



Rebecca Duggar
Graduate Engineer II

pc:

HRC – File

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
801 Broadway NW
Suite 215
Grand Rapids, MI 49504
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

BID TABULATION
 2021 SEWER REHABILITATION PROGRAM - CONTRACT #8-21(S)
 CITY OF BIRMINGHAM
 OAKLAND COUNTY

Bids Due: Day, September 2 2021 at Time 2:00 p.m.
 HRC Job # 20200098

D.V.M. Utilities, Inc.
 6045 Sims Rd, Suite 2
 Sterling Heights, MI 48313

Pipeline Management Co.
 2673 E. Maple Rd
 Milford, MI 48381

Pipetek Infrastr. Services
 12119 Levan Rd
 Livonia, MI 48150

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1. Mobilization (10% Max)	1	LS	\$75,000.00	\$75,000.00	\$95,000.00	\$95,000.00	\$120,000.00	\$120,000.00
2. Clean and Televis with PACP Reporting, Combined Sewer 8"	12,224	LFT	\$2.50	\$30,560.00	\$3.50	\$42,784.00	\$3.25	\$39,728.00
3. Clean and Televis with PACP Reporting, Combined Sewer 10"	6,945	LFT	\$2.50	\$17,362.50	\$3.75	\$26,043.75	\$3.55	\$24,654.75
4. Clean and Televis with PACP Reporting, Combined Sewer 12"	18,378	LFT	\$2.50	\$45,945.00	\$4.00	\$73,512.00	\$3.75	\$68,917.50
5. Clean and Televis with PACP Reporting, Combined Sewer 15"	9,990	LFT	\$2.60	\$25,974.00	\$4.25	\$42,457.50	\$4.00	\$39,960.00
6. Clean and Televis with PACP Reporting, Combined Sewer 18"	13,330	LFT	\$2.60	\$34,658.00	\$4.50	\$59,985.00	\$4.15	\$55,319.50
7. Clean and Televis with PACP Reporting, Combined Sewer 21"	8,900	LFT	\$2.60	\$23,140.00	\$4.75	\$42,275.00	\$4.25	\$37,825.00
8. Clean and Televis with PACP Reporting, Combined Sewer 24"	4,744	LFT	\$3.00	\$14,232.00	\$5.00	\$23,720.00	\$4.50	\$21,348.00
9. Clean and Televis with PACP Reporting, Combined Sewer 27"	973	LFT	\$3.00	\$2,919.00	\$5.50	\$5,351.50	\$4.75	\$4,621.75
10. Clean and Televis with PACP Reporting, Combined Sewer 30"	4,092	LFT	\$3.00	\$12,276.00	\$6.00	\$24,552.00	\$5.25	\$21,483.00
11. Clean and Televis with PACP Reporting, Combined Sewer 36"	4,217	LFT	\$3.50	\$14,759.50	\$7.00	\$29,519.00	\$5.75	\$24,247.75
12. Clean and Televis with PACP Reporting, Combined Sewer 42"	4,156	LFT	\$4.25	\$17,663.00	\$8.00	\$33,248.00	\$6.00	\$24,936.00
13. Clean and Televis with PACP Reporting, Combined Sewer 48"	1,637	LFT	\$5.00	\$8,185.00	\$9.00	\$14,733.00	\$7.00	\$11,459.00
14. Clean and Televis with PACP Reporting, Combined Sewer 54"	992	LFT	\$5.50	\$5,456.00	\$10.00	\$9,920.00	\$8.00	\$7,936.00
15. Clean and Televis with PACP Reporting, Combined Sewer 60"	1,895	LFT	\$6.60	\$12,507.00	\$11.00	\$20,845.00	\$10.00	\$18,950.00
16. Clean and Televis with PACP Reporting, Combined Sewer 66"	1,142	LFT	\$8.00	\$9,136.00	\$12.00	\$13,704.00	\$11.00	\$12,562.00
17. Clean and Televis with PACP Reporting, Combined Sewer 72"	406	LFT	\$9.25	\$3,755.50	\$15.00	\$6,090.00	\$13.00	\$5,278.00
18. Heavy Cleaning, 8" to 12", as needed	34	HR	\$275.00	\$9,350.00	\$450.00	\$15,300.00	\$225.00	\$7,650.00
19. Heavy Cleaning, 15" to 21", as needed	45	HR	\$275.00	\$12,375.00	\$450.00	\$20,250.00	\$225.00	\$10,125.00

BID TABULATION
 2021 SEWER REHABILITATION PROGRAM - CONTRACT #8-21(S)
 CITY OF BIRMINGHAM
 OAKLAND COUNTY

Bids Due: Day, September 2 2021 at Time 2:00 p.m.
 HRC Job # 20200098

D.V.M. Utilities, Inc.
 6045 Sims Rd, Suite 2
 Sterling Heights, MI 48313

Pipeline Management Co.
 2673 E. Maple Rd
 Milford, MI 48381

Pipetek Infrastr. Services
 12119 Levan Rd
 Livonia, MI 48150

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
20. Heavy Cleaning, 24" to 36", as needed	25	HR	\$275.00	\$6,875.00	\$450.00	\$11,250.00	\$225.00	\$5,625.00
21. Heavy Cleaning, 42" or greater, as needed	10	HR	\$275.00	\$2,750.00	\$450.00	\$4,500.00	\$225.00	\$2,250.00
22. Video Inspect Sewer Lateral	1,200	LFT	\$2.75	\$3,300.00	\$1.00	\$1,200.00	\$2.25	\$2,700.00
23. Video Inspect Sewer Lateral Set Up	59	EA	\$75.00	\$4,425.00	\$400.00	\$23,600.00	\$125.00	\$7,375.00
24. Cut Root Intrusion	88	EA	\$65.00	\$5,720.00	\$50.00	\$4,400.00	\$50.00	\$4,400.00
25. Cut/Grind Mineral Deposit	245	EA	\$65.00	\$15,925.00	\$50.00	\$12,250.00	\$50.00	\$12,250.00
26. Cut/Grind Protuding Sewer Leads, Clay	66	EA	\$75.00	\$4,950.00	\$125.00	\$8,250.00	\$150.00	\$9,900.00
27. Cut/Grind Protuding Sewer Leads, Plastic with Rubber Boot	19	EA	\$75.00	\$1,425.00	\$500.00	\$9,500.00	\$150.00	\$2,850.00
28. Cut/Grind Protuding Sewer Leads, Cast Iron	3	EA	\$550.00	\$1,650.00	\$500.00	\$1,500.00	\$1,200.00	\$3,600.00
29. Internal Sewer Repair Sleeve, 8" to 12" dia., 24" Length, as needed	7	EA	\$4,250.00	\$29,750.00	\$3,000.00	\$21,000.00	\$1,250.00	\$8,750.00
30. Internal Sewer Repair Sleeve, 15" to 21" dia., 24" Length, as needed	5	EA	\$6,000.00	\$30,000.00	\$6,000.00	\$30,000.00	\$2,200.00	\$11,000.00
31. Internal Sewer Repair Sleeve, 24" to 36" dia., 24" Length, as needed	5	EA	\$9,850.00	\$49,250.00	\$9,000.00	\$45,000.00	\$3,500.00	\$17,500.00
32. Internal Sewer Spot Liner, CIPP, 8" to 12" dia., as needed	50	LFT	\$675.00	\$33,750.00	\$1,000.00	\$50,000.00	\$935.00	\$46,750.00
33. Internal Sewer Spot Liner, CIPP, 15" to 21" dia., as needed	40	LFT	\$900.00	\$36,000.00	\$1,950.00	\$78,000.00	\$1,485.00	\$59,400.00
34. Internal Sewer Spot Liner, CIPP, 24" to 36" dia., as needed	25	LFT	\$1,325.00	\$33,125.00	\$2,800.00	\$70,000.00	\$1,650.00	\$41,250.00
35. Sewer Grouting Set Up	234	EA	\$475.00	\$111,150.00	\$50.00	\$11,700.00	\$1,595.00	\$373,230.00
36. Sewer Joint Grouting, 8" to 12" dia.	195	EA	\$290.00	\$56,550.00	\$50.00	\$9,750.00	\$220.00	\$42,900.00
37. Sewer Joint Grouting, 15 to 21" dia.	81	EA	\$555.00	\$44,955.00	\$75.00	\$6,075.00	\$385.00	\$31,185.00
38. Sewer Joint Grouting, 24" to 36" dia	68	EA	\$1,050.00	\$71,400.00	\$100.00	\$6,800.00	\$550.00	\$37,400.00
39. Traffic Control, S Old Woodward	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
40. Traffic Control, on Major Streets, as needed	12	EA	\$2,760.00	\$33,120.00	\$1,500.00	\$18,000.00	\$1,500.00	\$18,000.00
41. Inspector Crew Days	\$600/day	DAYS	140	\$84,000.00	100	\$60,000.00	120	\$72,000.00
TOTAL BID AMOUNT				\$1,045,323.50		\$1,092,064.75		\$1,374,816.25

Other Bids:

Inland Waters Pollution Control, Inc. - \$1,420,355.25

National Power Rodding Corp. - \$1,581,680.20

Commission discussion on items from prior meeting.

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

Commissioner Host recommended the City consider moving the City Manager's report to the beginning of meetings, per Mr. Haig's prior recommendation.

There was no support for Commissioner Host's recommendation since the report is available in writing on the City website. Mayor Pro Tem Longe noted that the report was already being made more prominent on the City website per prior Commission request.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Hoff:
To discuss how ordinances might address the use of shading devices by businesses in the City.

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

Nays, None

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice to appoint to the Historic District Commission
 - 2. Notice to appoint to the Design Review Board
- B. Commissioner Comments

In reply to Commissioner Baller, CM Markus stated he would direct the Police Department to study how other communities choose where to locate crosswalks and to return to the Commission with the information.

Commissioner Host stated that Alexandria, Virginia does not charge veterans or retirees municipal property taxes and suggested Birmingham look into doing something similar.

CM Markus stated that the City used to do exchanges with other municipalities, including Alexandria, VA, and that those exchanges were very beneficial for the participants. He recommended the City consider resuming those exchanges if and when Covid-19 is more under control.

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation

E. City Staff
1. Update on Recent Rain Events

CCE Surhigh presented the report.

CM Markus stated:

- The City would be looking into issues in particular areas that might be exacerbating the flooding;
- The City would likely need to look at its ordinance requirements for pervious and impervious surfaces;
- Residents should avoid doing anything that introduces substantial amounts of water into their sewer systems, such as laundry, during significant rain events in order to reduce the chance of flooding; and,
- The City installed weather stations at both Fire Stations in order to better track local weather and to use the data to make future recommendations.

Given the area's high water table, it was also noted that creating subgrade living spaces entails personal risk.

Mayor Pro Tem Longe noted that flooding is an issue throughout southeast Michigan.

CCE Surhigh asked residents to report their flooding issues to the Engineering Department if they have not yet done so.

Public Comment

In reply to Stacy Chambers, CCE Surhigh said he could make the additional exhibits from his report available on the City website.

In reply to Commissioner Baller, CCE Surhigh explained that flooding can sometimes occur on streets with updated sewers because sewers in the surrounding areas have not yet been updated.

Ms. Chambers asked if some kind of citizen representation could be created for flooding discussions.

Mayor Boutros reminded Ms. Chambers that all Commissioners are residents of the City.

Commissioner Baller said the present discussion evidenced the City's continuing investment in resolving the issue.

Ms. Chambers said that having the conversation three hours into the present meeting likely made the discussion inaccessible to many households.

Mayor Pro Tem Longe and Commissioners Host and Nickita all spoke about their experiences with flooding and the frustration it brings.

Commissioner Nickita noted that flooding has been a decades-long issue in the area and that the City was continuing its efforts to mitigate flooding's effects.

2. Qualifications for Appointment as a Museum Board Member

INFORMATION ONLY



MEMORANDUM

Manager's Office

DATE: September 14, 2021

TO: Thomas M. Markus, City Manager

FROM: Marianne Gamboa, Communications Director

SUBJECT: October Joint Commission and Planning Board Meeting Date

INTRODUCTION:

During the September 14, 2020 City Commission meeting, the 2021 Birmingham City Commission meeting schedule was approved. In the memorandum report dated September 9, 2020, the resolution listed Monday, October 18, 2021 as the date of the Joint Commission and Planning Board meeting in a table, however the meeting was listed on Monday, October 11, 2021 in a calendar grid provided in the memorandum report. The printed 2021 City Calendar shows the Joint Commission and Planning Board meeting on Monday, October 11, 2021.

BACKGROUND:

The City Charter requires the Commission to meet regularly and "not less than twice a month". Typically the Commission meets on the second and fourth Mondays of each month, except when a legal holiday coincides with those days. While Columbus Day falls on Monday, October 11, it is not designated by the City as a legal holiday per the resolution established on August 26, 2013 and pursuant to Section 2-26 of the Birmingham City Code.

PUBLIC COMMUNICATIONS:

The printed 2021 City Calendar was mailed to all Birmingham residents and businesses. Additionally, the October 11, 2021 date for the Joint Commission and Planning Board meeting was previously published on the City's website calendar.

SUMMARY:

City Commission meetings are set based upon the approved resolution, and as such the Joint Commission and Planning Board meeting is set to be held on Monday, October 18, 2021 per the table in the resolution. However, the City Commission has the option to change the meeting date to Monday, October 11, 2021 if it desires.

ATTACHMENTS:

- 2021 City Commission Meeting Schedule memorandum report from Alexandria Bingham to Joseph A. Valentine dated September 9, 2020
- City of Birmingham Resolution to Establish Legal Holidays

SUGGESTED COMMISSION ACTION:

- A. Move forward with Monday, October 18, 2021 for the Joint Commission and Planning Board meeting per the table in the resolution approved on September 14, 2020.

Or

- B. Change the Joint Commission and Planning Board meeting date to Monday, October 11, 2021 as published in the City Calendar.



MEMORANDUM

City Clerk's Office

DATE: September 9, 2020

TO: Joseph A. Valentine, City Manager

FROM: Alexandria Bingham, City Clerk Designee

SUBJECT: 2021 City Commission Meeting Schedule

Attached is the proposed 2021 City Commission meeting schedule.

The City Charter requires the Commission to meet regularly and "not less than twice a month". Typically the Commission meets on the second and fourth Mondays of each month except when a legal holiday coincides with those days.

Legal holidays were designated by resolution of the Commission on August 26, 2013 pursuant to Section 2-26 of the Birmingham City Code. Section 2-26 gives the Commission latitude to reschedule regular meetings which would otherwise fall on a legal holiday. The proposed meeting schedule avoids the five legal holidays which fall on a Monday in 2020.

Once approved, the 2021 meeting schedule will be published in the City calendar, on the City webpage, and posted at the Municipal Building.

SUGGESTED RESOLUTION:

To approve the Birmingham City Commission 2021 Meeting Schedule as submitted.

MONTH	DAY	MEETING	LOCATION
January	11	Regular Meeting	Municipal Building
	23 (Sat)	Long Range Planning	8:30 AM Municipal Building
	25	Regular Meeting	Municipal Building
February	8	Regular Meeting	Municipal Building
	22	Regular Meeting	Municipal Building
March	8	Regular Meeting	Municipal Building
	22	Regular Meeting	Municipal Building
April	12	Regular Meeting	Municipal Building
	26	Regular Meeting	Municipal Building
May	1 (Sat)	Budget Hearing	8:30 AM Municipal Building
	10	Regular Meeting	Municipal Building
	24	Regular Meeting	Municipal Building
June	14	Regular Meeting	Municipal Building
	21	Joint Commission/Planning Bd.	DPS Facility
	28	Regular Meeting	Municipal Building
July	12	Regular Meeting	Municipal Building
	26	Regular Meeting	Municipal Building

August	9	Regular Meeting	Municipal Building
	23	Regular Meeting	Municipal Building
September	13	Regular Meeting	Municipal Building
	20	Regular Meeting	Municipal Building
October	4	Regular Meeting	Municipal Building
	18	Joint Commission/Planning Bd.	DPS Facility
	25	Regular Meeting	Municipal Building
November	8	Regular Meeting	Municipal Building
	22	Regular Meeting	Municipal Building
December	6	Regular Meeting	Municipal Building
	13	Regular Meeting	Municipal Building

NOTE: City Commission meetings will be held at 7:30 PM in room 205 of the Municipal Building, 151 Martin. City Commission/Planning Board workshops will be held at 7:30 PM served.

<div><div></div>January 2021</div>						
<div>< December</div>	Sun	Mon	Tue	Wed	Thu	Fri
						1 New Year's Day City Offices Closed
						2
3	4	5	6	7	8	9
10	11 7:30pm Regular City Commission Meeting	12	13	14	15	16
17	18 Martin Luther King Jr.	19	20	21	22	23 8:30am City Commission Long Range Planning
24	25 7:30pm Regular City Commission Meeting	26	27	28	29	30
31						

February 2021						
◀ January						March ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Groundhog Day	3	4	5	6
7 Super Bowl	8 7:30pm Regular City Commission Meeting	9	10	11	12	13
14 Valentine's Day	15 Presidents Day	16	17 Ash Wednesday	18	19	20
21	22 7:30pm Regular City Commission Meeting	23	24	25	26	27
28						

March 2021						
◀ February						April ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8 7:30pm Regular City Commission Meeting	9	10	11	12	13
14 Daylight Saving Begins	15	16	17 Saint Patrick's Day	18	19	20 Start of Spring (Spring Equinox)
21	22 7:30pm Regular City Commission Meeting	23	24	25	26	27 Passover (begins at sunset through 3/29)
28 Passover	29	30	31			

April 2021						
◀ March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2 Good Friday City Offices Closed	3
4 Easter	5	6	7	8	9	10
11	12 7:30pm Regular City Commission Meeting	13	14	15 Tax Day (Taxes Due)	16	17
18	19	20	21	22	23	24
25	26 7:30pm Regular City Commission Meeting	27	28	29	30 Arbor Day	

May 2021						
◀ April						June ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 8:30am Budget Hearing
2	3	4	5 Cinco De Mayo	6	7	8
9 Mother's Day	10 7:30pm Regular City Commission Meeting	11	12 Eid al-Fitr at sunset thru 5/13	13 Eid al-Fitr	14	15 Armed Forces Day
16 Shavuot (begins at sunset through 5/17)	17 Shavuot	18	19	20	21	22
23	24 7:30pm Regular City Commission Meeting	25	26	27	28	29
30	31 Memorial Day City Offices Closed					

June 2021						
◀ May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Flag Day 7:30pm Regular City Commission Meeting	15	16	17	18	19
20 Start of Summer (Summer Solstice)	21 7:30pm Joint Commission & Planning Board	22	23	24	25	26
27	28 7:30pm Regular City Commission Meeting	29	30			

July 2021						
◀ June						August ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4 Indep. Day	5 City Offices Closed	6	7	8	9	10
11	12 7:30pm Regular City Commission Meeting	13	14	15	16	17
18	19 Eid al-Adha @ sunset thru 7/20	20 Eid al-Adha	21	22	23	24
25	26 7:30pm Regular City Commission Meeting	27	28	29	30	31

August 2021						
◀ July						September ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9 7:30pm Regular City Commission Meeting	10	11	12	13	14
15	16	17	18 Ashura (begins at sunset through 8/19)	19 Ashura	20	21
22	23 7:30pm Regular City Commission Meeting	24	25	26	27	28
29	30	31				

September 2021						
◀ August						October ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 Labor Day City Offices Closed Rosh Hashanah (sunset through 9/8)	7 Rosh Hashanah	8 Rosh Hashanah	9	10	11
12	13 7:30pm Regular City Commission Meeting	14	15 Yom Kippur (sunset through 9/16)	16 Yom Kippur	17	18
19	20 7:30pm Regular City Commission Meeting	21 Sukkot (begins at sunset through 9/22)	22 Start of Fall (Autumnal Equinox) Sukkot	23	24	25
26	27 Shemini Atzeret (begins at sunset through 9/28)	28 Shemini Atzeret Simchat Torah (begins at sunset through 9/29)	29 Simchat Torah	30		

October 2021						
◀ September						
November ▶						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 7:30pm Regular City Commission Meeting	5	6	7	8	9
10	11 7:30pm Joint Commission & Planning Board	12	13	14	15	16
17	18	19	20	21	22	23
24	25 7:30pm Regular City Commission Meeting	26	27	28	29	30
31 Halloween						

November 2021						
◀ October					December ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Election Day	3	4	5	6
7 Daylight Saving Time Ends	8 7:30pm Regular City Commission Meeting	9	10	11 Veterans Day	12	13
14	15	16	17	18	19	20
21	22 7:30pm Regular City Commission Meeting	23	24	25 Thanksgiving Day City Offices Closed	26 City Offices Closed	27
28 Hanukkah (begins at sunset through 12/6)	29 Hanukkah	30				

December 2021						
◀ November						January ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 7:30pm Regular City Commission Meeting	7	8	9	10	11
12	13 7:30pm Regular City Commission Meeting	14	15	16	17	18
19	20	21 Start of Winter (Winter Solstice)	22	23	24 City Offices Closed	25 Christmas
26 Kwanzaa (begins at sunset through 1/1)	27 City Offices Closed Kwanzaa	28	29	30	31 City Offices Closed	

CITY OF BIRMINGHAM

RESOLUTION TO ESTABLISH LEGAL HOLIDAYS

Moved by Commissioner Sherman, seconded by Commissioner McDaniel:

To establish legal holidays pursuant to Section 2-26 of the Birmingham City Code:

BE IT RESOLVED, by the City Commission of the City of Birmingham, Michigan, as follows:

The City Commission does hereby designate the following as legal holidays pursuant to Section 2-26 of the Birmingham City Code:

New Year's Day
Martin Luther King, Jr. Day
Ash Wednesday
Passover
Good Friday
Easter Sunday
Shavuot
Memorial Day

Independence Day
Labor Day
Eid al-Fitr
Rosh Hashanah
Yom Kippur
Sukkot
Shemini Atzeret
Simchat Torah

Eid al-Adha
Thanksgiving
Day after Thanksgiving
Hanukkah
Ashura
Christmas Eve
Christmas
Kwanzaa
New Year's Eve

AYES: 6

NAYS: None

ABSENT: 1 (Moore)

MOTION CARRIED.

I, Laura M. Broski, Clerk of the City of Birmingham, certify that the foregoing is a true and compared copy of a Resolution duly made and passed by the Birmingham City Commission at a meeting held on August 26, 2013.

Laura M. Broski, City Clerk



CITY MANAGER'S REPORT

September 2021

Baldwin Public Library

Library Board Vacancy

Ashley Aidenbaum resigned from the Library Board after moving out of the City of Birmingham. As she is not running for re-election, her vacancy will be filled via the November 2 election.

New Directors Workshop Pathway

Rebekah Craft completed the workshop, "New Directors Workshop Pathway," through the Library of Michigan. This course is required for new library directors and must be taken by all libraries in Michigan that apply for State Aid. Baldwin receives approximately \$29,000 in State Aid from the Library of Michigan each year.

Jane M. Van Dragt Trust

The second floor has been carpeted and furnished, using a donation from the Jane M. Van Dragt Trust.

Outdoor Story Times

Youth librarians have started hosting outdoor story times at Shain Park each weekday. These story times will run through mid-October, weather permitting.

Phase 3: Front entrance and Circulation area project

Merritt Cieslak Design have met with staff and members of the public to gather feedback on the Phase 3: Front entrance and Circulation area project. The library has also collected around 500 responses to a [survey](#) on the project. All feedback will be used to tailor the project to the community's needs.

The Birmingham Museum

Museum to receive award from Historical Society of Michigan

On September 24, the Birmingham Museum will receive an award from the Historical Society of Michigan for institutional excellence, community engagement, and scholarship in its contributions to the field. The award will be presented at the Historical Society of Michigan's Annual Meeting/Michigan History Conference on Friday, September 24, and

recognizes the Birmingham Museum's achievement and impact in advancing the goals of public history through its programs, exhibits, and publications.

Museum Remaining in Phase II of Reopening

Due to continuing public health concerns, the museum will remain in Phase II of its reopening plan, which provides for limited site access on a reduced public schedule. Virtual content will be continued, including the return of the popular monthly Adult Lecture Series at the Baldwin Library, which will utilize Zoom and limited capacity audience seating, pending COVID conditions. The October 14 presentation will feature co-presenters Commander Scott Grewe and Museum Director Leslie Pielack in a repeat program examining the ax murders of early Birmingham's Utter family.

Birmingham Shopping District (BSD)

Welcome, Lux Travel Girl

The BSD is pleased to welcome a new business to Downtown Birmingham. Lux Travel Girl, located at 114 S. Old Woodward Avenue, specializes in curating luxury travel experiences around the world.

Birmingham Cruise Event

The Birmingham Cruise event successfully occurred on Saturday, August 21st, from 9:00 a.m. to 5:00 p.m. on South Old Woodward between Bowers and Landon Streets. The BSD distributed over 700 cruise-themed face masks for event patrons, encouraged mask-wearing, and social distancing. Special thanks to the staff, volunteers, and other city departments that made this event a tremendous success. The BSD will develop an alternative proposal for site locations for next year's cruise event, considering that S. Old Woodward south of Brown Street will likely be under construction at that time.

Fall Fashion Campaign

The production of the Fall Fashion campaign has started, which includes a promotional video and a print magazine spread that features retail items from various downtown businesses. The video will be promoted primarily on the Birmingham Shopping District social media accounts.

Snow Removal Services

The BSD has hired Nick's Maintenance to perform snow removal services for downtown Birmingham. The new contract has a larger scope of work that includes snow removal from the curb extensions and pedestrian walkways that are part of the new streetscape on Old Woodward and Maple. This contractor will also work with the Department of Public Services relating to code enforcement snow removal activities.

Building Department

Monthly Report

The [Building Department's monthly report](#) provides an update on the following construction activity: building permits issued, building inspections conducted, trades permits issued and trades inspections conducted.

Vegetation Over Sidewalks

Since we began enforcing Vegetation Over Sidewalks last month, 64 violations have been entered. The majority of these violations have already been corrected and are in compliance.

Review Process for Large New Construction Projects

The Building Department is currently analyzing our review process for larger new construction projects such as new homes and additions. We are evaluating each step, looking for areas of improvement and increased efficiency. A panel discussion to gather feedback was held Thursday, September 16th that included the Building and Engineering departments as well as HRC, contractors and other design professionals.

Insurance Service Office (ISO) Evaluation

We are anticipating our Insurance Service Office (ISO) evaluation within the next couple of months and have been working hard to verify and enter project details, create digital review checklists and prepare the required reporting.

Online Permit Applications

In August, we processed 353 online permit applications, bringing our total to 2,752 online permits for 2021.

City Clerk's Office**Elections****Important Dates for the November 2, 2021 Election**

- Sep. 24 – Absentee ballots will be sent out in the first bulk mailing, the city clerk's office will continue to send ballots as requested in respect to the other mailing and absentee ballot application deadlines
- Oct. 18 – Last day to register to vote by mail or at mi.gov/vote
- Oct. 19 – Nov. 2 – Unregistered voters must register in person with the clerk's office.
- Oct. 29 by 5:00 pm – Last day to request an absentee ballot by mail or at mi.gov/vote
- Nov. 1 at 4:00 pm – Deadline for obtaining an absentee ballot in person at the clerk's office
- Nov. 2 – Election Day - Polls are open 7:00 am – 8:00 pm
- Nov. 2 by 8:00 pm – Deadline for all absentee ballots to be received and processed at the clerk's office. Any absentee ballots received after 8:00 pm on Election Day will not be counted.

For more updates and information on the November 2, 2021 election visit bhamgov.org/voting.

Additional considerations:

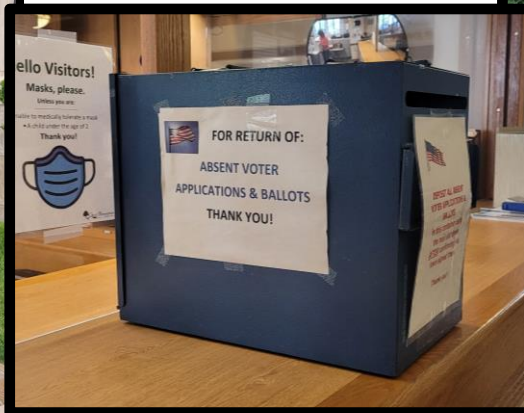
Are you registered to vote in Birmingham? If you're not certain, need to register or change your address, visit mi.gov/vote. This website is a great tool for these tasks and more, including finding the location of your polling place and tracking your absentee ballot mailing and received dates.

If you wish to vote absentee, you must complete an application for an absentee ballot. If your name is on Michigan's permanent absent voter list, this application was mailed to your address on file in late August. If you didn't receive an application, the fastest way to get one is via MI.gov/vote. In the upper left sidebar, select "Apply for an absentee ballot online", answer a series of questions and click "submit" at the end.

Does the clerk's office have your current address, phone number and email?

We need a method to contact you with questions about your absentee ballot or application, or if you forget to sign. If you will not be at your residential address in October and are voting absentee, please inform the clerk's office of your temporary address to ensure you receive your absentee ballot. By law, official election mail cannot be forwarded by the post office.

Birmingham's ballot drop boxes are a secure 24-hour option for returning ballots, and – keeping in mind the deadlines above – voter registrations and absentee ballot applications can also be submitted via drop box. Drive-up and walk-up ballot boxes are located behind city hall and at the clerk's office counter.



What is on the ballot?

Oakland County Clerk's Office posts official candidate and proposal lists on their election website. Use [this link](#) for the county-wide candidate list; Birmingham races are on page 2. The City of Birmingham will not have any proposals on the November 2, 2021 ballot.

Interested in becoming an election inspector? Please contact the clerk's office at 248-530-1880. A [downloadable inspector application](#) and additional details are [available here](#). Download the [Inspector Training Selection and Placement form here](#).

Greenwood Cemetery

The September 3, 2021 meeting was canceled.

Future Agenda Topics for Greenwood Cemetery Advisory Board

October 1 - Meeting in-person at City Hall

- Policy for Approving and Installing Markers for Persons of Historical Significance
- Review Revisions to the Rules & Regulations: Monuments, Grave Markers and Foundations
- Review Revisions to Section IX. Lot Sales – Payment Plan Policy & Section
- Lot Resale Policy
- Review Revisions for the Cemetery Marker/Monument Survey Form & Planning for Monument Survey

Upcoming Board Appointments

As terms expire notice will be given for existing members to reapply or for new applicants to apply to the following boards in October and November:

- Board of Zoning Appeals
- Birmingham Shopping District
- Board of Review
- Triangle District Corridor Improvement Authority

Board Vacancies

The following boards have open positions that were noticed and have not yet been filled:

- Advisory Parking Committee
- Alternate Hearing Officer
- Martha Baldwin Park Board
- Storm Water Utility Appeals Board
- Triangle District Corridor Improvement Authority

For more information visit bhamgov.org/boardopportunities.

City Manager's Office

Communications

Fall 2021/Winter 2022 Birmingham Beat

The City's print newsletter, The Birmingham Beat, will reach mailboxes around October 1, 2021. This edition features information about the upcoming election, South Old Woodward Reconstruction Phase 3, the Citywide Master Plan for 2040, holiday events, citizen involvement opportunities and more.

Engage Birmingham

The city recently launched three new [Engage Birmingham](#) projects: [Adams Park](#), [Name the Street Sweepers](#) and [Design the 2022 Birmingham Calendar Cover](#). The projects generated a welcome flurry of activity. We are pleased to announce the site now has nearly 1,000 participants.

Municipal Printing Services

A Request for Proposal (RFP) for Municipal Printing Services was recently placed on the Michigan Inter-governmental Trade Network (MITN). The city is seeking a company that will print its annual city calendar and three editions of the newsletter (The Birmingham Beat) per year. A recommendation will go before the City Commission this fall.

Human Resources

Healthcare Benefits

The Human Resources department will be soliciting bids for qualified Healthcare Benefits Consultants. This effort is being made in an attempt to discover greater healthcare coverage and savings, as well as provide assurance that the City is receiving ideal value for costs related to medical, dental, and vision services.

Miscellaneous

Interviews for Legal Services

This month, City Manager Tom Markus conducted second round interviews with three firms for legal services. The City Manager shared video recordings of each firm's first and second round interviews as well as their RFQ responses with the Commission. Commissioners are asked to share their advice and feedback with the City Manager by October 1, 2021.

Quarton Road – Passing Lanes

Danielle Deneau, P.E., Director of Traffic-Safety for the Road Commission for Oakland County, sent an update to city staff regarding the possibility of adding passing lanes on Quarton Road at Fairfax and Pilgrim. It was determined passing lanes are not needed at this time. Download the entire update, including crash report findings, [at this link](#).

Department of Public Services

OAKSTEM Grant Award \$15,000

This serves as an update on the Oakland County Tree Grant Application submitted by us

in June. The City of Birmingham did get the grant award for \$15,000. This Grant Program will decrease impervious surface area and increase the tree canopy in communities that make up the George W. Kuhn (GWK) Drainage District – Birmingham included. Street trees will be planted as part of this program during spring of 2022.

2021 Adams Park Concept Plan

The long awaited 2021 Adams Park Concept Plan reveal was presented to the Parks and Recreation Board on September 14, 2021. This new concept version is a refresher of the 2016 concept plan. The continued collaboration between the residents, neighborhood associations, Roeper School and City Administration makes this project possible to advance. Public input is being promoted and encouraged every chance we get. Visit [Engage Birmingham](#) as Adams Park is a featured project. You can review background information and the latest 2021 concept park plan. We want your feedback.

Ice Arena Project Schedule Status for September

The Ice Arena renovation/addition project is in the home stretch. Listed below are significant project activities occurring during the remainder of the ice area improvement project. Preparation is underway for a dedication and grand opening date sometime in October. Online registration for our Learn To Skate program began on September 13, 2021. Classes are set to begin October 5th, subject to change based on renovation project completion.

SEPTEMBER

- September Parks & Recreation Board Meeting update
- Bench installations
- Elect./Mechanical/Plumbing installations
- Shower tile
- Bleacher installation
- Dehumidification unit installation
- Rubber flooring installations
- Team locker room millwork installations
- AV/PA/Tech/Security installations
- Dasher board installation
- Ice installation –Main and Studio Rinks
- Commissioning
- Final inspections

Engineering Department

Oak Street Bridge Update

Plans and specifications have been prepared for repair of the deteriorated sidewalk on the Oak Street Bridge, as well as needed repairs to the abutments and bridge structure. Bids will be opened on 9/30, and recommendation for award will be brought to the Commission in October.

Oak Street Pedestrian Crossings at Lakeside and Lakeview

Near the bridge, the City has recently improved pedestrian crosswalks at Lakeside and Lakeview to direct pedestrians to walk along the sidewalk on the north side of Oak

Street. The sidewalk on the south side of Oak stops at Lakeview, and does not continue through to Lakeside. High visibility "snow" fence has been placed around the recently installed sod on the south side of the road where there is not sidewalk, and we advise pedestrians to use the sidewalk on the north side of the road.

Finance Department

Audit Request for Proposal (RFP)

The Audit Request RFP was released on August 31st. An optional bidder meeting was held on September 8th to answer any questions about the RFP or the City in general. Responses are due September 22nd. The recommended bidder will be brought back to the city commission at one of the meetings in October.

Fire Department

Nick Soper Recognized as First Responder of the Month

Nick Soper was recognized by State Representative Mari Manoogian for First Responder of the Month for August, 2021. As the senior paramedic on his shift, Nick admirably rose to the challenges created during the COVID-19 pandemic. In addition to providing leadership, Nick was responsible for coordinating and ensuring proper respiratory protection for the department. Nick worked tirelessly to make sure all Self-Contained Breathing Apparatus (SCBA) equipment was in proper working order. Nick fit tests the entire department annually for their SCBAs as well as each individual's respirator, which provides us with the highest level of protection from COVID-19 while treating patients. Lastly, Nick continued providing certified car seat installation inspections for many of the residents in need during the pandemic.

The Fire Department is proud of Nick's hard work and dedication to his fellow firefighters and Citizens of Birmingham.

Planning Department

Consideration of a Birmingham Gateway Committee

The Birmingham Shopping District (BSD) has proposed assembling a special committee to develop recommendations for gateway signage at the major entrances to Birmingham's downtown, with special consideration being made for the city-owned greenspace at the intersection of S. Old Woodward and Woodward Avenue. The BSD has proposed that the committee consist of members from relevant groups including City Commission, Design Review Board, the Public Arts Board, the Birmingham Bloomfield Art Center, the Planning Department, and the Engineering Department.

In regards to gateway signage, the City currently has a [Citywide Wayfinding and Signage Design Program](#). The report recommends one signage system that contributes to the visual identity of the City. For the downtown business district, there are signage recommendations for the Central Business District, the South Business District, and Gallery Row (North Business District). The business district signage is recommended to coincide with signage for parking facilities, hotels, parks, and points of interest.

City staff is requesting the City Commission's feedback regarding the review committee, and if they are amenable to allowing the Birmingham Shopping District to establish the review committee and select the members.

Grant from the State Historic Preservation Office's Certified Local Government Program

The City of Birmingham has recently been awarded a \$15,000 grant from the State Historic Preservation Office's Certified Local Government program. With the grant, the City of Birmingham will retain a professional consultant or team of consultants specializing in a combination of historical preservation, architecture, and planning to create the City's first set of comprehensive historical preservation design guidelines. The new design guidelines will synthesize and summarize nearly 50 years of historical preservation efforts in the City while also preparing for the future with design specifics such as materials and architecture. Using the new design guidelines, the Birmingham Historic District Commission will be better suited to perform their duties in an environment where development pressures are tremendous and ongoing. Ultimately, the new set of design guidelines is intended to refresh the City's preservation efforts, and remain positively positioned as materials, craftsmanship, and preferences change with time. The Request for Proposals is expected to be posted by October 1st, 2021.

Police Department

Police Training

September is training month for the police department. All state and department mandated training will be completed this month.

Special Investigations Unit Take Down Armed Robbery Crew

The Special Investigations Unit (SIU) working in conjunction with other outside law enforcement agencies took down an armed robbery crew after extensive investigation and surveillance. The armed robbery crew had previously targeted a Birmingham business, but aborted their attempt due to a Birmingham officer driving on Woodward.

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).

Road Report

A publication of the Road Commission for Oakland County for public officials serving Oakland County www.rcocweb.org

Road Commission's 2022 budget means continued improvement to county's road system

The Road Commission for Oakland County (RCOC) fiscal year 2022 budget paves the way for the agency to continue the forward march toward improved road conditions across the county, boasting more than \$62 million in annual contributions toward road-improvement projects planned to be under construction in 2022 and future years.

"In each of the past years since 2017, the first year of the new road funding resulting from the state's 2015 road-funding package, we have improved the overall condition of the county roads. That will again be the case in 2022," stated RCOC Managing Director Dennis Kolar.

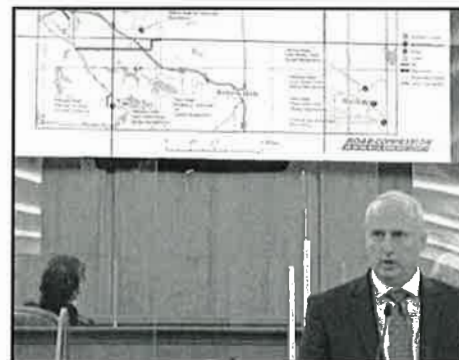
The budget was expected to be approved by the RCOC Board on Sept. 23 and was presented at a public hearing Aug. 19. RCOC's fiscal year runs Oct. 1 through Sept. 30.

The \$180 million budget represents an increase of about \$19.2 million compared to the \$161 million 2021 budget. The 2022 budget increased primarily due to increases in state and federal road funds.

RCOC anticipates receiving almost \$115 million in state road funding in fiscal year 2022, compared to just over \$102 million received in 2021. State road funding is derived primarily from state-collected fuel taxes, vehicle-registration fees and state General Fund dollars.

Fiscal year 2021 marked the final year of new, additional state road funding tied to the 2015 Michigan road-funding-increase package. The state dollars continue to represent RCOC's largest source of funding and its main funding source for operations.

The remaining revenue making up the budget comes from local community contributions (\$17.3 million) federal funds



RCOC Deputy Managing Director Gary Piotrowicz presents the list of 2022 projects at the Aug. 19 budget public hearing.

(\$28.5 million), the contract with the Michigan Department of Transportation (MDOT) to maintain state highways in the

CONT'D ON PAGE 2 — SEE **BUDGET**

Oakland County traffic-fatality rate remains well below state and national levels

Once again in 2020, Oakland County saw a substantially lower traffic-fatality rate on its roads than did either the state as a whole or the nation.

The county, state and national fatality rates were recently released for 2020. For the year, Oakland County's fatality rate

remained less than half of both the statewide rate and the national rate.

In fact, Oakland County has had the lowest, or among the lowest, traffic-fatality rates in the state nearly every year for decades. In part that is the result of the Road Commission for Oakland County (RCOC) making safety its top priority since the 1970s. Since that time, the agency has been a national leader in traf-



fic safety and one of the first and most aggressive users of traffic-crash data to drive traffic-safety improvements.

For 2020, Oakland County's traffic-fatality rate was 0.64 deaths per 100 million miles of vehicle travel. For the year, the statewide rate was 1.37 fatalities per 100 million miles of vehicle

travel and the national rate was 1.49.

"Despite the pandemic, we remained focused on safety on our roads," stated Road Commission for Oakland County (RCOC) Managing Director Dennis Kolar. "Safety is our number-one priority, and while we are always striving to reduce the number of crashes, and even one fatality is too many, it is still

CONT'D ON PAGE 4 — SEE **SAFETY**

What's Inside

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Act 51: Not the same as law enacted in 19512

Strat Plan report coming soon2

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RCOC 2022 road-projects list:

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New Road Commission video explains subdivision paving process

One of the more frequent questions the Road Commission for Oakland County (RCOC) receives from the public is, “How do I get my subdivision street repaved?”

To help provide the answer to this question, RCOC recently produced an informational video about its Special Assessment District (SAD) subdivision paving program. The video is available on RCOC’s YouTube channel at: <https://youtu.be/BwhzmyzdrWI>.

While RCOC does not own any subdivision or neighborhood streets in cities or villages in the county, it does own all public subdivision streets in Oakland County townships. However, the agency only receives approximately \$2,000 to \$3,000 per year per mile of subdivision street in state road funding, which is only

enough to cover routine maintenance activities, such as pothole patching and snow plowing – it is far from enough to pay for the resurfacing of the streets (or paving the streets if they are gravel). The Road Commission does not receive any property tax revenues and is funded primarily through the state fuel taxes, vehicle-registration fees and state income tax.

As a result, residents wishing to have their subdivision streets repaved must initiate an RCOC SAD program project, through which the Road Commission establishes a special tax assessment district to pay for the paving project. RCOC then designs and oversees the project on behalf of the residents.

The new video gives an overview of the process.

Strat Plan meetings done; report coming soon

The Road Commission for Oakland County (RCOC) has completed its biennial series of Strategic Planning meetings with the leaders of virtually every community in the county. The agency is now in

the process of compiling a report of what was shared with and learned from the communities. The report is expected out by the end of the year and will be distributed to all public officials in the county.

Act 51: Not the same law enacted in 1951

It’s a recurring chorus: On a regular basis, as the state Legislature debates how to solve Michigan’s road-funding shortage, someone will suggest the problem is simply that the state law governing the distribution of those dollars – Act 51 – needs to be updated.

The argument goes like this: The law was enacted in 1951, so it must be outdated. While that may be a way to avoid discussing how to actually raise more money for roads, it is not accurate.

In fact, the law, which has been updated numerous times since 1951, is doing a pretty good job of fairly distributing the insufficient funds available for roads.

The law has been amended 93 times since being enacted; 54 of the 75 sections have been added since 1951; 45 of the sections have been amended (some multiple times); and of the 75 sections, only 12 remain in original form. This is not the law that was enacted in 1951.

Nor is the problem the way the pie is sliced. No recipient of state road dollars is adequately funded; changing Act 51 would not solve the problem.

BUDGET — CONT’D FROM FRONT county (\$11.9 million), state Transportation Economic Development Fund (TEDF) grants (\$2.4 million), federal funds for traffic signals (\$2.3 million) and permit fees and other revenues (\$2.9 million).

The TEDF and federal funds are awarded on a project-by-project basis, and the amount RCOC receives from each source fluctuates from year to year.

The 2022 budget includes nearly \$62.3 million in annual contributions toward road-improvement projects planned to be under construction in 2022 and future years; \$38.3 million for road maintenance efforts such as pothole patching, gravel road grading and salting and plowing in the winter; and \$18.1 million for maintaining traffic signs, signals, pavement markings and guardrails among other activities.

The remainder of the budget is dedicated to operating expenses including customer services, vehicle maintenance, staff wages, buildings and grounds and administration.

“The Road Commission remains in a strong financial position,” reports RCOC Board Chair Andrea LaLonde. “Despite having lost revenue this year as a result of COVID-19, we are in a strong position

moving forward – at least for the next couple of years,” LaLonde added.

RCOC Vice Chair Nancy Quarles concurred. “We have always operated in a fiscally conservative manner,” she explained. “Even during the last year and a half, when state revenues dropped due to COVID-19, we remained in solid fiscal condition,” she stated.

Board Member Ron Fowkes added the Board is hopeful that RCOC will receive some of the federal relief dollars related to the pandemic, either through the state or through Oakland County general government, to make up for the approximately \$15 million in state revenue the agency lost in 2020 and 2021. “Our gas-tax and vehicle-registration-fee revenues dropped in 2020 and 2021 due to the pandemic,” he explained. “The federal government has dedicated a lot of money to restoring services impacted by the pandemic. Road commissions are not direct recipients of any of that money, so it would be great if either the state or the county sent some of those dollars our way.”

Managing Director Kolar agreed. “The \$15 million we lost would have repaired a

lot of roads,” Kolar said. “If we could get reimbursed for some of that loss, we would certainly put the money to good use.”

The budget includes the 2022 Road Improvement Program (RIP) which identifies next year’s road-construction projects (see full list of projects is on page 3). Among the planned projects are:

- Constructing a roundabout at the Avon Road/Dequindre Road intersection in Rochester Hills
- Major resurfacing of Orchard Lake Road from Middlebelt Road to Old Telegraph in Bloomfield Twp., West Bloomfield Twp., Sylvan Lake and Pontiac
- Resurfacing of 10 Mile Road, Meadowbrook to Haggerty in Novi
- Resurfacing of 14 Mile Road, Barrington to Dequindre in Madison Heights & Troy

Projects are selected using a computerized road-assessment program combined with engineers’ analysis and a review of safety data.

The budget is posted on the RCOC Website, www.rcocweb.org (click on the “Financials” button on the home page, select “Budget Summary” and click on “2021-22 Budget”).

2022 Road Improvement Program

This list includes only projects that are expected to be constructed in FY 2022, not those where only design or only right of way (ROW) acquisition work is planned for 2022. To avoid confusion over the project costs, the costs listed are the estimated total project costs which may span multiple fiscal years and not the annual contributions for each project.

<u>Repair, Rehabilitate & Resurface (repair road base/add 3 to 4 inches new asphalt)</u>	<u>Project Cost</u>
• Orchard Lake Road, Middlebelt to Old Telegraph in West Bloomfield Twp., Sylvan Lake, Pontiac, Bloomfield Twp.	\$ 1.8 million
• 14 Mile Road, Barrington to Dequindre in Madison Heights and Troy	\$ 4.9 million
• Novi Road, 9 Mile to 10 Mile in Novi	\$ 3.3 million
• 10 Mile Road, Meadowbrook to Haggerty in Novi (includes replacement of two culverts & addition of center, left-turn lane)	\$ 7 million
• Mann Road, Floretta to Clintonville in Independence Twp. (includes culvert replacement)	\$ 700,000
• Holcomb Road, west township line to Clarkston Village line in Independence Twp.	\$ 900,000
• Maybee Road, Dixie Highway to eastern township line in Independence Twp.	\$ 2.8 million
• Pontiac Trail, Green Lake to Haggerty in West Bloomfield Twp.	\$ 2.6 million
• Orchard Lake Road, 13 Mile to 14 Mile in Farmington Hills (partial reconstruct, partial boulevard, add roundabout)	\$ 8.5 million
<u>Roundabouts</u>	<u>Project Cost</u>
• Waldon Road at Clintonville Road in Independence Twp.	\$ 2.5 million
• Elizabeth Lake Road at Oxbow Lake Road in White Lake Twp.	\$ 900,000
• Elizabeth Lake Road at Teggerdine Road in White Lake Twp.	\$ 975,000
• Avon Road at Dequindre Road in Rochester Hills	\$ 4.7 million
<u>Pave Gravel Road</u>	<u>Project Cost</u>
• Currie Road, 8 Mile to 9 Mile in Lyon Twp. (includes construction of two roundabouts)	\$ 4.4 million
<u>Safety Shoulder Widening</u>	<u>Project Cost</u>
• Frembes Road, Hatchery to Dixie Highway in Waterford Twp.	\$ 250,000
<u>Simple Resurfacing</u>	<u>Project Cost</u>
• Groveland Road, Barron to M-15 in Groveland Twp.	\$ 800,000
• Maple Road, Coolidge Highway to Rochester Road in Troy	\$ 1.7 million
• Rochester Road, Tienken to Lakeville in Rochester Hills & Oakland Twp.	\$ 3.7 million
<u>Concrete Slab Replacement</u>	<u>Project Cost</u>
• Novi Road at 10 Mile in Novi	\$ 750,000
<u>Bridge Replacement</u>	<u>Project Cost</u>
• Avon Road over the Clinton River in Rochester Hills	\$ 2.9 million
• Hatchery Road over the Clinton River in Waterford Twp.	\$ 2 million
• Cooley Lake Road over the Huron River in Commerce Twp.	\$ 1.8 million
• Maloney Street over Clear Lake/Long Lake in Oxford Twp.	\$ 2 million
<u>Bridge Preventative Maintenance</u>	<u>Project Cost</u>
• Tienken Road over the Stony Creek in Rochester Hills	\$ 175,000
• Parkdale Road over the Stony Creek in Rochester	\$ 175,000
• Novi Road over the CSX railroad tracks in Novi	\$ 200,000
• Grand River Ave. over Kent Lake in Lyon Twp.	\$ 200,000
<u>Culvert Replacements</u>	<u>Project Cost</u>
• Pontiac Trail over the Norton Drain in Commerce Twp.	\$ 800,000
• Pine Valley Way over the Rouge River in Bloomfield Twp.	\$ 300,000
• Cass Lake Road over the Cass/Otter Canal in Keego Harbor	\$ 850,000
• Orchard Lake Road over the Rouge River (north of 10 Mile) in Farmington Hills	\$ 970,000
• Fish Lake Road over the Shiawassee River (south of Grange Hall Rd.) in Holly Twp.	\$ 1.6 million
• Fish Lake Road over the Patterson-Holly Drain (South of Grange Hall Rd.) in Holly Twp.	\$ 650,000
<u>High-Friction Surface Treatments</u>	<u>Project Cost</u>
• Hickory Ridge Road north of Clyde in Highland Twp.	\$ 100,000
• Grange Hall Road at Joann in Holly Twp.	\$ 275,000
• Elizabeth Lake Road, North Pinegrove to Hickory Lane in Waterford Twp.	\$ 250,000
• Cooley Lake Road, Fleet Street to Lake Vista Street in Waterford Twp.	\$ 125,000
• Cooley Lake Road, South Pine Grove to Lamothe in Waterford Twp.	\$ 120,000
<u>Railroad Crossing Improvements</u>	<u>Project Cost</u>
• Hogback Lake Road at the Grand Trunk Western Railroad in Rose Twp.	\$ 500,000

Total annual contributions for projects to be constructed in 2021:

\$ 69 million

**31001 Lahser Road
Beverly Hills, MI 48025**

SAFETY - CONT'D FROM FRONT

heartening to see that our roads remain very safe compared to others across the state and nation. That is the result, in part, of all the hard work done by everyone at RCOC."

Unlike many parts of the country, the number of traffic fatalities in Oakland County dropped from 2019 to 2020. However, the fatality rate increased slightly, because traffic volumes dropped in 2020 due to the COVID-19 situation.

"While our fatality rate increased slightly for 2020 because traffic volumes were down everywhere," Kolar explained, "our actual drop in the number of traffic fatalities contrasts with many areas of the country that saw increased traffic fatalities

despite the traffic drop."

Kolar added that RCOC's safety efforts are paying off. "Virtually everything we do is driven by an interest in safety," he said, "whether it is how we select the projects we do each year, how we design those projects, how we prioritize our road maintenance activities, etc.

"Every RCOC employee contributes, in one way or another, to helping to keep our roads safe. These numbers confirm that what we are doing is making a difference."

In fact, if Oakland's roads experienced the same fatality rate as the national rate, another 60 to 70 people would die on the county's roads every year. "That's a big deal," Kolar said. "That's 60 to 70 families that don't have to bury a loved one."

Steps in a road-construction project

The most visible part of a road project is the construction phase – when the contractor is on site constructing the project. Many people may assume that the project starts shortly before the heavy equipment rolls onto the job site. That is rarely the case, though, and planning and other phases often take years of activity behind the scenes before a contractor can start work.

What must happen prior to a road project starting? First there is often considerable effort in the project selection process, before a road is chosen to work on, and before the scope of the project is identified.

In fact, there are a number of steps, from project selection and design to funding and right of way acquisition to bidding, etc. that go on behind the scenes. To learn more about the steps in a construction project, visit the "Steps in a Road Construction Project" page on the Road Commission for Oakland County (RCOC) website: <https://www.rcocweb.org/166/Steps-in-a-Road-Project> (or go to the RCOC website homepage, www.rcocweb.org and then select the "Residents" tab at the top of the page and click on "Steps in a Road Project" from the pull-down menu.

Contacting RCOC

If your constituents need information about a road project or want to report a pothole, traffic-signal problem or other road issue, they should call RCOC's **Department of Customer Services** toll free at:

(877) 858-4804

OR

**Fill out a report via the
RCOC Web site:
www.rcocweb.org**

ROAD REPORT

Road Report is published quarterly by the Road Commission for Oakland County. Have a question or comment about Road Report? Call Senior Communications Manager Craig Bryson at (248) 645-2000, ext. 2202.

Board of Road Commissioners:

Andrea LaLonde, Chair
Nancy Quarles, Vice Chair
Ronald J. Fowkes, Commissioner

Dennis G. Kolar, PE, Managing Director
Gary Piotrowicz, PE, PTOE, Dep. Managing
Dir./County Highway Engineer



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
METRO REGION

PAUL C. AJEGBA
DIRECTOR

September 7, 2021

Thomas Markus City Manager
City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012

Dear Thomas Markus:

Thank you for your recent letter concerning the proposed Intelligent Transportation System (ITS) project along Woodward Avenue. The Michigan Department of Transportation (MDOT) is committed to providing a reliable and safe transportation system to the motoring public. I understand that your community continues to oppose this project, citing concerns that it may adversely affect your community. I assure you that we are not proceeding with the project design until we can share a mutual understanding of the benefits this project will bring and ensure that it will not impact your community.

The voice of the stakeholders is very important to MDOT. After the stakeholders' meeting, we held with the local municipalities on July 20, 2021, our team met to debrief, and we made it a priority to investigate and come up with alternatives that take into account the concerns raised at that meeting. MDOT will work to evaluate all options for the ITS system and other ITS components related to traffic management.

A virtual follow up meeting with the community leaders is already scheduled for September 14, 2021, at 3:00 p.m. to share the results of the alternatives investigated. As part of MDOT's regular stakeholder engagement process we will hold additional public forums to get input from customers and we will work to incorporate the input into the design of the project.

INFORMATION ONLY

Thomas Markus, City Manager
Page 2
September 7, 2021

Thank you for sharing your concerns with us. Should you have any questions or concerns regarding this or any other transportation-related issues, please contact either myself or Lori Swanson our Oakland TSC Manager at swansonl@michigan.gov or 248-451-2456.

Sincerely,

Kimberly L.

Webb

Kimberly L. Webb, P.E.

Metro Region Engineer

Digitally signed by: Kimberly L. Webb
DN: CN = Kimberly L. Webb email =
webbk4@michigan.gov C = AD O =
Metro Region OU = Region Engineer
Date: 2021.09.07 10:44:44 -04'00'

cc: Executive Office of the Governor
Mari Manoogian, State Representative - 40th House District
Mallory McMorow, State Senator – 13th Senate District
Chuck Moss, Oakland County Commissioner
Birmingham City Commission
Dennis Kolar, Road Commission of Oakland County
Gary Piotrowicz, Road Commission of Oakland County
Dave Henderson, City of Bloomfield Hills
Dani Walsh, Bloomfield Township
Karyn Stickel, Hubbell, Roth and Clark
Deniada Nikollari, WSP
Paul C. Ajegba, MDOT
Lori Swanson, MDOT
Aaron Raymond, MDOT
Jenean Robbins, MDOT