

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING AGENDA
FRIDAY, AUGUST 16, 2019 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

Darlene Gehringer, Chairperson

II. ROLL CALL

J. Cherilynn Mynsberge, City Clerk

III. APPROVAL OF MINUTES

A. Approval of meeting minutes of June 7, 2019

IV. NEW BUSINESS

- A. Election of Chairperson
- B. Election of Vice-Chairperson
- C. Approval of Request for Proposals (RFP) for Ground Penetrating Radar of Greenwood Cemetery
- D. Evaluation and Recommendation to City Commission:
 - 1. Appropriate market pricing for cemetery plots
 - 2. Future of sales in Sections B & C

V. UNFINISHED BUSINESS

Items under Unfinished Business will be presented as a status update to the Board and may not require action at this time.

A. Finalization of Master Plan/Historical Collaboration Priority List

VI. FINANCIAL REPORT

None

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

VIII. BOARD COMMENTS

IX. ADJOURN

NEXT MEETING: September 6, 2019

Greenwood Cemetery Advisory Board:

The powers and duties of the Greenwood Cemetery Advisory Board is to provide the following recommendations to the City Commission:

1. Modifications: As to modifications of the rules and regulations governing Greenwood Cemetery.
2. Capital Improvements: As to what capital improvements should be made to the cemetery.
3. Future Demands: As to how to respond to future demands for cemetery services.

Section 34-30 (g) of the Birmingham City Code

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).

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, JUNE 7, 2019 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

Chairperson Gehringer called the meeting to order at 8:30 a.m.

II. ROLL CALL

Present: Linda Buchanan, Vice Chairwoman
Darlene Gehringer, Chairwoman
Linda Peterson
Laura Schreiner (arrived 8:32)
George Stern
Margaret Suter

Absent: Kevin Desmond

Administration: City Clerk Mynsberge

III. APPROVAL OF MINUTES

A. Approval of meeting minutes of April 17, 2019

MOTION: Motion by Vice Chair Buchanan, seconded by Ms. Suter:

To approve the minutes of April 17, 2019 as corrected:

- Page 2, 2nd to Last Paragraph: "Ms. Buchanan" should be "Ms. Peterson".
- Page 3, 5th Paragraph: Replace "their" with "its".
- Page 4, 2nd Paragraph: Replace "Ms. Suter" with "Ms. Schreiner".
- Page 4, 6th Paragraph: Replace "a maintenance consideration" with "an equality issue".
- Page 4, Last Paragraph: "Ms. Schreiner" should be "Chairwoman Gehringer".

VOTE: Yeas, 6
Nays, 0

IV. NEW BUSINESS

A. Reconsideration of above ground monument rule in Section North F

Ms. Gehringer presented the item.

Ms. Suter said that, after reviewing the packet, she would like to go back to the "flats only" model previously used by the cemetery. She went on to say that while it is hard to undo actions that have been done up to this point, returning to the flush markers in Section F is the prudent thing to do. There was an issue about another monument thought to be in Section F North, it was actually in Section F, and allowed in that particular section of the cemetery. Obviously, someone made a mistake or it was misidentified, as it is very hard to tell at the cemetery unless you have something stuck in the ground where the property lines are. Ms. Suter found some of the things illustrated in the packet to be too far in the past and can only surmise that there was once some information that is not available now, as to why the section restricted monuments in the beginning. Since there is no record, it is unfortunate at this point that we have a couple of

monuments that the Board does not know if it would be appropriate to request replacements with flush markers.

Clerk Mynsberge pointed out what Ms. Suter alluded to at the very end of her comments. There are clearly two monuments now in Section F North. Besides the monument that is on the border, the Callahan monument was installed in spring 2018 after the Commission made the decision in 2017 to allow monuments in a previously restricted area.

Ms. Schreiner felt, after reviewing the item and Ms. Arcome's attached email, that there were more approved monuments in the process of being installed.

Mr. Stern agreed that the Cemetery Advisory Board voted unanimously to keep a flush marker policy; the City Commission made a change to the policy and instructed the Greenwood Cemetery Advisory Board to reinforce. He expressed that rather than go back to the City Commission with the original motion that was previously submitted to retain the flat marker rule; he would like to propose a suspension as a compromise. Greenwood Cemetery, Section F North would still have all flush stones with no monuments erected until the suspension is lifted. At the same time, the Board is not forcing the Commission or going up against the Commission and saying that we think they were wrong. In fact, Commissioner DeWeese in the Commission hearing suggested that we might propose a suspension. Mr. Schnieder was at the meeting and suggested the same thing. Mr. Stern likes the word suspension, because it is not a criticism or demand, and puts the rule into effect as this Board would have liked it in the first place.

Chairman Gehringer agreed with Mr. Stern on proposing a suspension to the City Commission.

Ms. Peterson led some discussion on the process to get markers installed at the cemetery.

City Clerk Mynsberge commented that because Elmwood installs the foundation, they make sure that proposed markers are within cemetery guidelines, rules and regulations.

Ms. Suter suggested that in the event of a private sale, a letter should go to the buyer outlining the rules and regulations.

Ms. Schreiner said that in any private transaction the purchaser has a duty to inquire about the guidelines prior to purchasing a marker.

Vice Chair Buchanan expressed that when you receive a deed for cemetery property, all restrictions are laid out in detail on the deed. Although Mr. Roberson, in this case, admitted to not noticing the restriction, it was on the deed.

Ms. Peterson suggested that Elmwood has a responsibility to verbally make sure that private purchasers look at the deed for restrictions.

City Clerk Mynsberge agreed that there is no reason why Elmwood could not verbally point out what is on the paperwork.

Ms. Schreiner agreed with Ms. Mynsberge and expressed that Ms. Arcome is very detailed oriented as a matter of standard operating procedures.

Chairwoman Gehringer noted that the as-built photos of the Robertson monument do not reflect the drawing presented to the Board and City Commission.

Mrs. Suter pointed out the drawing that Mr. Robertson submitted to the Board, in the attached letter, was the drawing that he in fact was submitting to Franklin.

Ms. Schreiner clarified that he wrote, "This is what I proposed to Franklin and will do something similar here". The two proposed monuments are not even close in resemblance. The size may not be within the outside envelope of the parcel.

Chairman Gehringer pointed out that the base on the Robertson monument is not flush, and believes that a flush base is a requirement of all memorials – flats or monuments. A DPS employee, Mr. Huey, illegally installed a monument in the shape of a cross close to the border of Section F North. Chairperson Gehringer stated that, in her opinion, the monument does not set a precedent because it is there illegally and was approved so long ago that it cannot be undone.

MOTION: Motion by Mr. Stern, seconded by Ms. Suter:
To recommend to the City Commission that it suspend the rule allowing above ground monuments in Section F North of Greenwood Cemetery.

Chairwoman Gehringer opened the meeting for public comment.

Mr. Michael Schneider, 251 Strathmoor Road, Bloomfield Hills, MI, explained:

- His parents are buried in Greenwood Cemetery.
- His parents bought their cemetery plots from the City in the 1970's.
- Mr. Schneider remembers being told at the time that their plots were in a section of the cemetery where all the memorials would be flush with the ground.
- Recently, while visiting his parents' graves, Mr. Schneider was shocked to find nearby a large above ground monument.
- He since was informed that the City rescinded that long-standing rule prohibiting above ground monuments in that section of the cemetery; and the change was driven by the request of one individual who did not want to follow the rules.
- When the City decided that Section F North of the cemetery would be reserved for flush markers that was not just a restriction on people purchasing grave sites there, it was also a promise to them that their graves would be in a section free from above ground monuments.
- He was very pleased that his parents were buried in a section that only had flat markers.
- Mr. Schneider feels that flush markers have an unassuming dignity and an openness and peacefulness without the distraction of large monuments nearby.
- He further feels that the large monuments are an intrusion and destroy the openness and tranquility that was there before.
- The City sold gravesites to his parents and to others telling them that this was an area free from above ground monuments, and changed the rule without notifying the family members of those already buried in that section of the cemetery and without regard to their wishes.
- Cheri Arcome, cemetery contact, told Mr. Schneider that two other families with sites in that section also complained about allowing above ground monuments.

- He wants to hold the City accountable for the changes made to a section initially restricted to flush memorials.
- He is requesting that the restriction go back into effect; and that those with above ground monuments be required to replace them with flush memorials.
- The persons who purchased sites in this section deserve to have the City's commitment upheld.

Vice Chair Buchanan feels that the motion should say that Section F North should remain flush, and asked what is the difference between using the term suspension and saying it stay flush.

Mr. Stern expressed that in keeping with Commissioner DeWeese's comments, he was simply putting forth wording that would appear as a compromise while putting into effect the non-future installing of monuments in Section F North.

Chairperson Gehringer opined that Commissioner DeWeese is only one commissioner out of seven. It is not a bad suggestion, but she personally would like to go back to exactly what we proposed and passed in the past.

Ms. Suter questioned if the Board follows Mr. Stern's suggestion would that give the Commissioners the ability to just go ahead and change the policy whenever they felt like it. She believes that a suspension would allow for policy changes later, by the Commission, when the next person feels like their loved one deserves a large monument.

Chairperson Gehringer suggested that replacement of the above ground monuments be a separate discussion.

Mr. Stern pointed out that Mr. Schneider raises an interesting point on the current management system. In keeping with Mr. Schneider's comment about letter writing, he asked Ms. Mynsberge if the City database has the capability to record next of kin.

Ms. Mynsberge was unsure, and noted the information has not been collected. A policy change would be needed, and her understanding is that the industry, in general, does not collect next of kin information.

Ms. Schreiner expressed her appreciation for Mr. Stern's thoughts about keeping next of kin contacts. However, she explained one generation might be an easy administrative task, but by the time you go down a couple of generations, and with the mobility of our society, she believes that tracking next of kin would become administratively burdensome.

Chairperson Gehringer expressed that her family is diligent about keeping next of kin information on record where her mom is buried and wonders if people even know or understand that this is something that should be done.

Ms. Schreiner pointed out that contractually, the property does not necessarily pass down to the purchasers' heirs. It is nice to be able to have a next of kin record, and she would like to support this effort; but she sees it becoming a quagmire and, again, burdensome to administer.

VOTE: Yeas, 2 (Schreiner, Stern)
 Nays, 3

Motion failed.

MOTION: Motion by Vice Chair Buchanan, seconded by Ms. Suter:

To recommend to the City Commission to return Section F North of Greenwood Cemetery to all flush markers.

Vice Chair Buchanan expressed the intent is that, for right now, it can only be the foreseeable future. The Board can only propose and make suggestions. With that in mind, the City Commission can change things again anytime an issue comes up. She also thought the suspension proposal gave the Commission too much wiggle room. The motion as made just says that the policy will go back to flush markers only, like the Board voted on eighteen (18) months ago.

Ms. Peterson reiterated that suspension is easier for the Commissioners because they would not have to decide anything; just vote on the proposal. She asked why the City Commission allowed the installation of the large monument - was it just to impress Mr. Robertson? She does not think that saying yes, no, or suspend will help. This issue will continue to be the Commission's call.

Ms. Suter agreed that it is always a possibility. She said, while reading Mr. Robertson's reasons for wanting to have the upright monument, she found that none of the reasons was valid for the cemetery. It is not up to this Board ultimately, but we must give the City Commissioners our best advice. Mr. Robertson wanted something, and when he did not get it from the Cemetery Board he took it to the City Commission. This Board will need to be firm in its response to the City Commission and let them know how we feel about this issue.

Vice Chair Buchanan wanted to let the Board know that while giving a cemetery tour a couple of weeks ago, one of the tourists was excited about Section F North being flush memorials, leaving the cemetery open. It gives the cemetery a different, flowing look.

Chairperson Gehringer asked Mr. Stern to recall when some of the members were on the original cemetery committee, and a DPS employee brought in a flood plain map that may have included part of the cemetery, if it lead to designating Section F North for flat markers only.

Mr. Stern said, at the time, the discussions around the flood plain were about building a large columbarium, and the committee declined to do that.

Ms. Peterson asked how many plots are available for sale in Section F North at the cemetery. Mr. Stern replied that there are 169 occupied graves in that section, and about 75 owned but not occupied.

VOTE: Yeas, 6
 Nays, 0

Chairperson Gehringer opened discussion on the Robertson monument, and asked if it fulfills the requirements for monuments at Greenwood.

Mr. Stern felt the Board may have been encroaching on legal matters and was hesitant to move forward. He said that he is not sure the Board has the ability to review a monument after it is erected. He suggested that legal counsel look at it.

Chairwoman Gehringer feels that Mr. Robertson's monument proposal was a blatant disregard for the rules in terms of using a flush base. She expressed that it is the Board's job to point it out to the City Commission. Ms. Suter agreed.

Mr. Stern asked what regulation the Robertson and Callaghan families violated.

Ms. Peterson interjected that a deal is a deal and deserves respect.

Chairperson Gehringer said that her point remains that Mr. Robertson proposed a flush base supporting the monument and it is not what was installed.

Ms. Suter suggested if the rules do not require monument bases to be flush, they should.

Mr. Schneider wants to verify that Mr. Robertson conformed to the rules that were in effect at the time that his monument was erected. He also thinks the Board is doing a good job of considering his request, due to the tight spot for both this Board and the Commission. He also asked if there is anything else he could do to convince the City Commission to rescind the rule and get rid of the monuments that are in place. He was advised by Vice Chair Buchanan to attend the City Commission meeting with additional supporters.

B. Consideration to release additional gravesites for sale.

Mr. Stern mentioned he attended a session with Bob Gibbs and his associates at one of the citywide master-planning meetings. Mr. Gibbs said it was important to look at supply and demand. Mr. Stern agreed with Ms. Suter that Mr. Gibbs did not suggest slowing down sales.

Chairperson Gehringer agreed that it is a good idea to reserve a certain number of spots for the future.

Ms. Suter recommended releasing 50 additional plots for sale.

Mr. Stern left the meeting at 10:01 a.m., and said he will not be able to attend the August meeting if it is rescheduled to August 16.

Vice Chair Buchanan noted that it would be simple to come back and meet to consider releasing more plots.

MOTION: Motion by Ms. Schreiner, seconded by Ms. Suter:

To recommend the release of 60 additional plots in Sections B & C bringing total allowable sales to 300, and when sales reach 270 the GCAB will review and make a recommendation to the City Commission on releasing additional plots.

VOTE: Yeas, 5
 Nays, 0

C. Consideration to reschedule August 2, 2019 regular meeting to August 16, 2019.

Chairperson Gehringer stated, as Chairperson, she can change a meeting date without a vote of the Board. Chairperson Gehringer changed the August meeting date to August 16. She stated if there is no quorum, the Board will not meet.

V. UNFINISHED BUSINESS

Items under Unfinished Business will be presented as a status update to the Board and may not require action at this time.

A. Finalization of Master Plan/Historical Collaboration Priority List

City Clerk Mynsberge presented the item, explaining that the City Commission wants the Cemetery Advisory Board to develop a priority list of Master Plan/Collaborative Preservation Projects.

Vice Chair Buchanan said that Potter's Field (Item 3) could be eliminated fast. After some research, she found that Gilbert Lake Cemetery held many pioneers and underwent some changes in 1918. Their remains were moved to three different cemeteries: Greenwood, Franklin, and Roselawn. Right at that time the Cemetery Association (the City did not own the cemetery) decided that it wanted to sell more spots. In order to do that they wanted to move some of the remains that were at Potters Field. These people were poor, indigent, and without markers. Circa 1900, these remains were moved under the main road north of Section C). Military remains are on the South edge of Western part of Section C. and documented. Land developers eventually bought Gilbert Lake.

City Clerk Mynsberge led a discussion on the work plan and the Board decided to table until the August 16, 2019 meeting. She will label items A, B, C, etc. for that meeting.

Ms. Peterson left at 10:24 a.m.

B. Ground Penetrating Radar

MOTION: Moved by Ms. Suter, seconded by Vice Chair Buchanan:

To issue a Request for Proposals (RFP) for Ground Penetrating Radar services for the entire cemetery.

Advisor Schreiner thought the presenter of the GPR project raised red flags of the impact to the cemetery and alluded to the fact that the City may not get any benefit out of the system because it would not provide more information than our current records. She also sees it as labor intensive for the Clerk's office to support the effort; and is opposed to the temporary painting of the cemetery.

Chairperson Gehringer is in support of this motion so that the cemetery will receive digitizing and mapping.

Chairman Gehringer and Vice Chair Buchanan suggested that an RFP would provide the Board with more information.

VOTE: Nay (Schreiner)

VOTE: Yeas, 3
 Nays, 1 (Schreiner)

VI. FINANCIAL REPORT

- A. 1Q 2019 Financial Report for Greenwood Cemetery
 - City Clerk Mynsberge reported the City Commission approved moving the GCAB's Annual Report to the fiscal year.
- B. 1Q Perpetual Care Fund Reports

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

None.

VIII. BOARD COMMENTS

Announcements:

- Three trees were planted at the East entrance to Greenwood Cemetery.
 - Vice Chair Buchanan reported very good reviews from the people visiting the Cemetery.

IX. ADJOURN

The meeting adjourned at 10:46 a.m.

NEXT MEETING: AUGUST 16, 2019

Greenwood Cemetery Advisory Board:

The powers and duties of the Greenwood Cemetery Advisory Board is to provide the following recommendations to the City Commission:

1. Modifications: *As to modifications of the rules and regulations governing Greenwood Cemetery.*
2. Capital Improvements: *As to what capital improvements should be made to the cemetery.*
3. Future Demands: *As to how to respond to future demands for cemetery services.*

Section 34-30 (g) of the Birmingham City Code

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MEMORANDUM

City Clerk's Office

DATE: August 9, 2019
TO: Greenwood Cemetery Advisory Board
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: RFP for Ground Penetrating Radar Services

The Greenwood Cemetery Advisory Board (GCAB), at their June 7, 2019 meeting, adopted a resolution to issue a Request for Proposals (RFP) for Ground Penetrating Radar services for the entire cemetery. A draft RFP is attached for your review. Dates and timelines which need to be determined by the GCAB have been highlighted.

For background information on how the process of geophysical investigations work, I have attached the PowerPoint presentation given to the GCAB by GPRS earlier this year and the three quotes presented to the GCAB at their April 10, 2015 meeting, by former City Clerk Laura M. Pierce.

SUGGESTED RESOLUTION:

To approve the Request for Proposals for Ground Penetrating Radar Services for Greenwood Cemetery (*as submitted/as amended*) to be released on (*date*).



REQUEST FOR PROPOSALS

Greenwood Cemetery Ground Penetrating Radar Services

Sealed bid proposals endorsed “**Greenwood Cemetery Ground Penetrating Radar Services**” will be received at the **Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009**; until (time), (day), (date) after which time bids will be publicly opened and read aloud.

Bidders will be required to attend a mandatory pre-bid meeting on (DAY) (DATE) at (TIME) at Greenwood Cemetery, on Oak Street, west of Old Woodward, in Birmingham MI. Bidders must register for the pre-bid meeting by (DAY) (DATE) by contacting Cherilynn Mynsberge at 248-530-1802.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish labor, materials, and equipment required for providing Ground Penetrating Radar services for the entire site, approximately 8 acres, of Birmingham’s Greenwood Cemetery. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Intergovernmental Trade Network at <http://www.mitn.info> or at Birmingham City Hall, 151 Martin Street, Birmingham, MI, Attention: City of Birmingham City Clerk, J. Cherilynn Mynsberge.

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

Submitted to MITN:	(Day), (Date), 2019
Deadline for Submissions:	(Time) PM, (Day), (Date), 2019
Contact Person:	Cherilynn Mynsberge, City Clerk 151 Martin Street Birmingham, MI 48009 Phone: 248-530-1802 Email: cmynsberge@bhamgov.org



REQUEST FOR PROPOSALS
Greenwood Cemetery Ground Penetrating Radar Services

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INTRODUCTION

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

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to perform Ground Penetrating Radar services for the entire site, approximately 8 acres, of Greenwood Cemetery in the City of Birmingham in order to detect and map the location of all graves in the cemetery, and to provide a GPS map with coordinates of located items and reference items, in a searchable format. This work must be performed as specified in accordance with the specifications outlined by the Objectives and Scope of Work contained in this RFP.

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

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

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their ability, qualifications and capabilities to perform Ground Penetrating Radar services for the entire Greenwood Cemetery for the City of Birmingham.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than (time), (Day), (Date) to:

City of Birmingham
ATTN: CITY CLERK
151 Martin Street
Birmingham, Michigan 48009

One (1) original, two (2) copies, and one (1) flashdrive containing a complete copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“GREENWOOD CEMETERY GROUND PENETRATING RADAR SERVICES”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made via the Michigan Intergovernmental Trade Network (MITN) no later than (DAY) (DATE). Such request for clarification shall be answered via MITN, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated and ranked. The City of Birmingham reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest value to the City, including but not limited to:

1. Ability to provide services as outlined. The firm shall provide a work program that expressly addresses the objectives and scope of work identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. Experience and Qualifications. The firm must have personnel who have experience with geophysical surveys of cemeteries and GPS mapping.

Provide information on training, skills, and experience of the personnel who will be assigned to the City's project.

3. Capacity. Enumeration the firm's capability to accomplish the project with its current work force. Firms should clearly identify all disciplines available within the firm which pertain to the City's project.
4. Comparable Projects. Provide a list of comparable projects/services (minimum of 3; maximum of 10) that have been successfully completed by your firm within the past 5 years and a contact person (name, address, title, responsibility and phone number) for each project.
5. Costs.
6. Project Schedule. Provide a project timeline addressing each item within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.
7. Familiarity and proximity with Birmingham and Greenwood Cemetery.

TERMS AND CONDITIONS

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

6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (Attachment A, 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 Objectives and Scope of Work.
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide three (3) client references from past projects, include current phone numbers.
7. 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 assistance to the Contractor during the project including any existing information pertaining to Greenwood Cemetery.

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

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

PROJECT TIMELINE

Proposals Due – (DAY) (DATE)
Contractor Selection – (DATE)
Contract Execution – (MONTH) (YEAR)
Project Commencement – (MONTH) (YEAR)
Project Completion – (MONTH) (YEAR)

OBJECTIVES

To obtain, through the services of the Contractor: 1) a complete map of Greenwood Cemetery showing each plot, verification of whether or not it is occupied, any plots which could be utilized for a regular burial that do not show up on the current cemetery map; GIS data overlaid onto an existing CAD document or Google Earth image show the location of each plot with the ability to input the names of owners and occupants of each plot, and create an interactive, searchable map of the cemetery.

SCOPE OF WORK

The City of Birmingham is seeking qualified firms to provide Ground Penetrating Radar services to locate and map graves within the City's Greenwood Cemetery.

- Working with current cemetery records, perform geophysical investigation to locate unmarked, occupied graves.
- Document all occupied graves.
- Use GPS to collect data and create interactive map in a format which that allows additional demographic information to be added so that the map is fully searchable and updateable.
- Provide geophysical investigation report.

REQUIRED MEETINGS AND PRESENTATIONS:

1. One meeting with the City of Birmingham's Greenwood Cemetery Advisory Board prior to start of project to clarify objectives, scope of work, and Contractor's work plan.
2. Attend one meeting of the Birmingham City Commission for approval of Contractor's bid.
3. One meeting with the City of Birmingham's Greenwood Cemetery Advisory Board to present deliverables.

ATTACHMENT A - AGREEMENT
Greenwood Cemetery Ground Penetrating Radar Services
for the City of Birmingham

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

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore advertised for bids for the procurement and performance of Ground Penetrating Radar services to locate and map graves within the City's Greenwood Cemetery; and

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 a comprehensive geophysical survey of Greenwood Cemetery for the City of Birmingham.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal for Greenwood Cemetery Ground Penetrating Radar Services for the City of Birmingham and the Contractor's cost proposal dated _____ shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$_____, as set forth in the Contractor's _____ cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing

contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

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

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

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from 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: City Clerk
151 Martin Street
Birmingham, MI 48009
248-530-1714

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

The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:

CONTRACTOR

By: _____

Its:

CITY OF BIRMINGHAM

By: _____

Patricia Bordman
Its: Mayor

By: _____

J. Cherilynn Mynsberge
Its: City Clerk

Approved:

J. Cherilynn Mynsberge, City Clerk
(Approved as to substance)

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
Greenwood Cemetery Ground Penetrating Radar Services

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

BID PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
Greenwood Cemetery Ground Penetrating Radar Services

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

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

COST PROPOSAL	
ITEM	BID AMOUNT
Cost to provide Ground Penetrating Radar Services in accordance with objectives and scope of work as specified in RFP.	\$
Anticipated Reimbursables (provide line item detail in space provided below)	
TOTAL PROJECT COST	\$

Firm Name_____

Authorized Signature_____ Date_____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
Greenwood Cemetery Ground Penetrating Radar Services

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

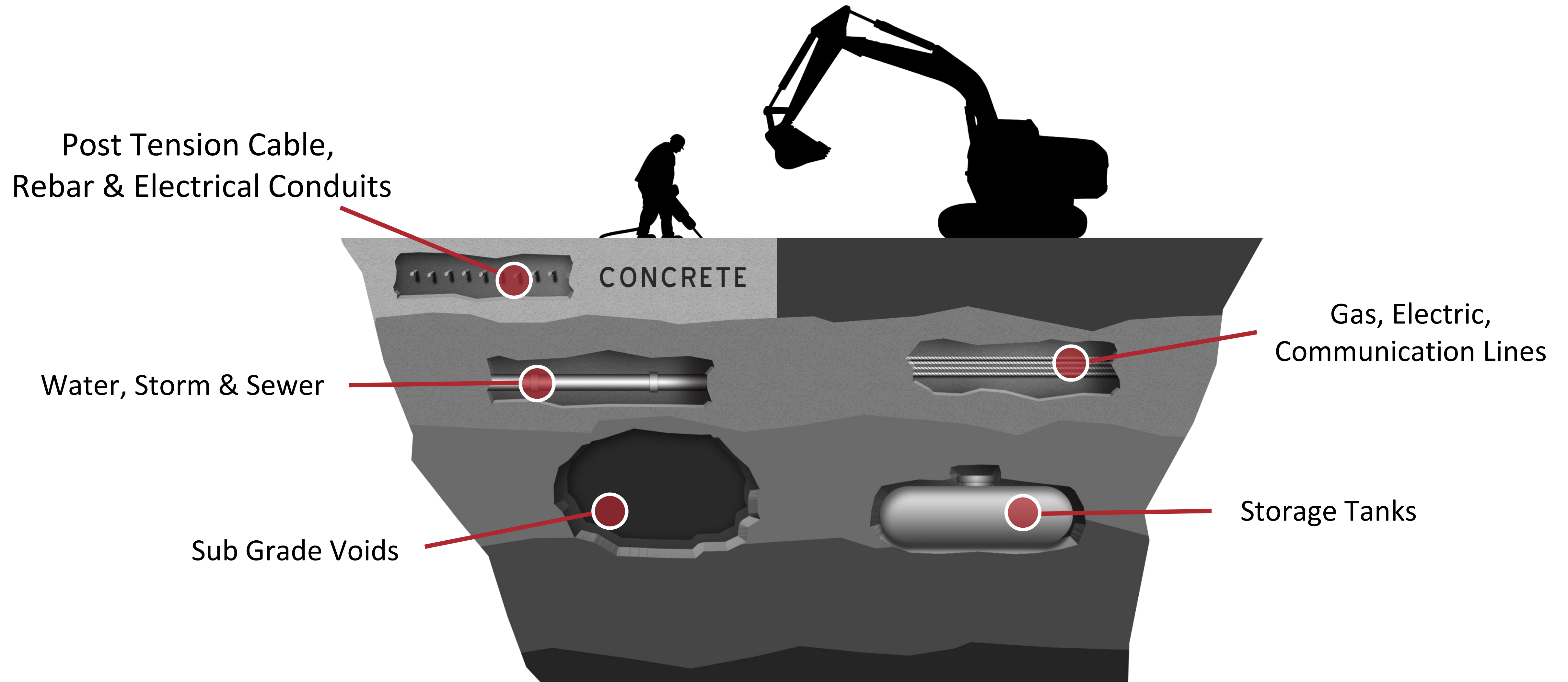
ADDRESS

TAXPAYER I.D.#



WHEN YOU NEED TO KNOW WHAT'S BELOW

Unknowns **beneath** the surface





ABOUT GPRS

- 2001 – GPRS started in Toledo, OH
- 2007 – GPRS had 5 employees
- 2008 – GPRS began nationwide growth expansion efforts
- 2010 – GPRS grew to 35 employees
- 2018 – GPRS currently has over 289 employees

Since inception, GPRS has completed over 200,000 jobs as a company



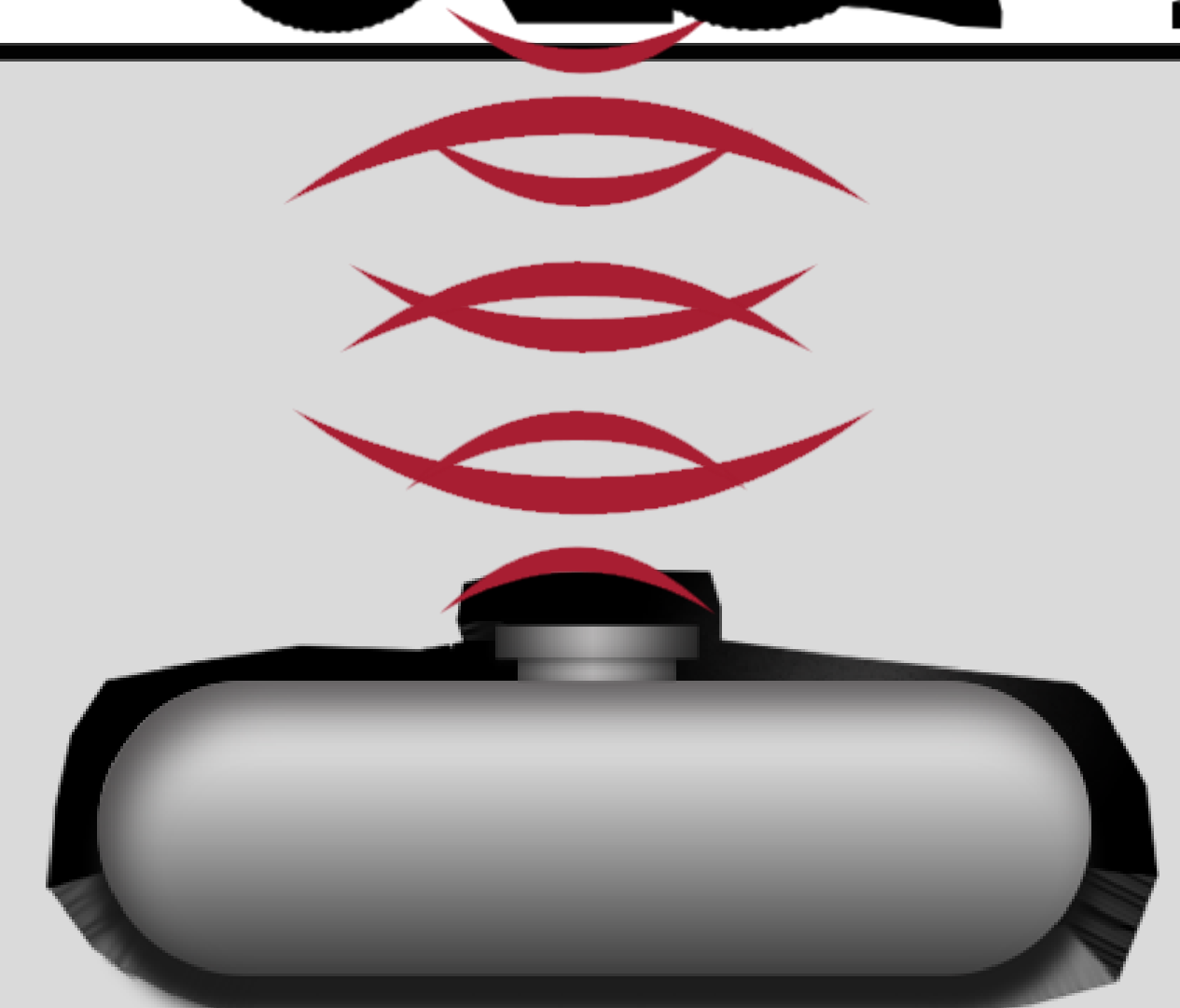
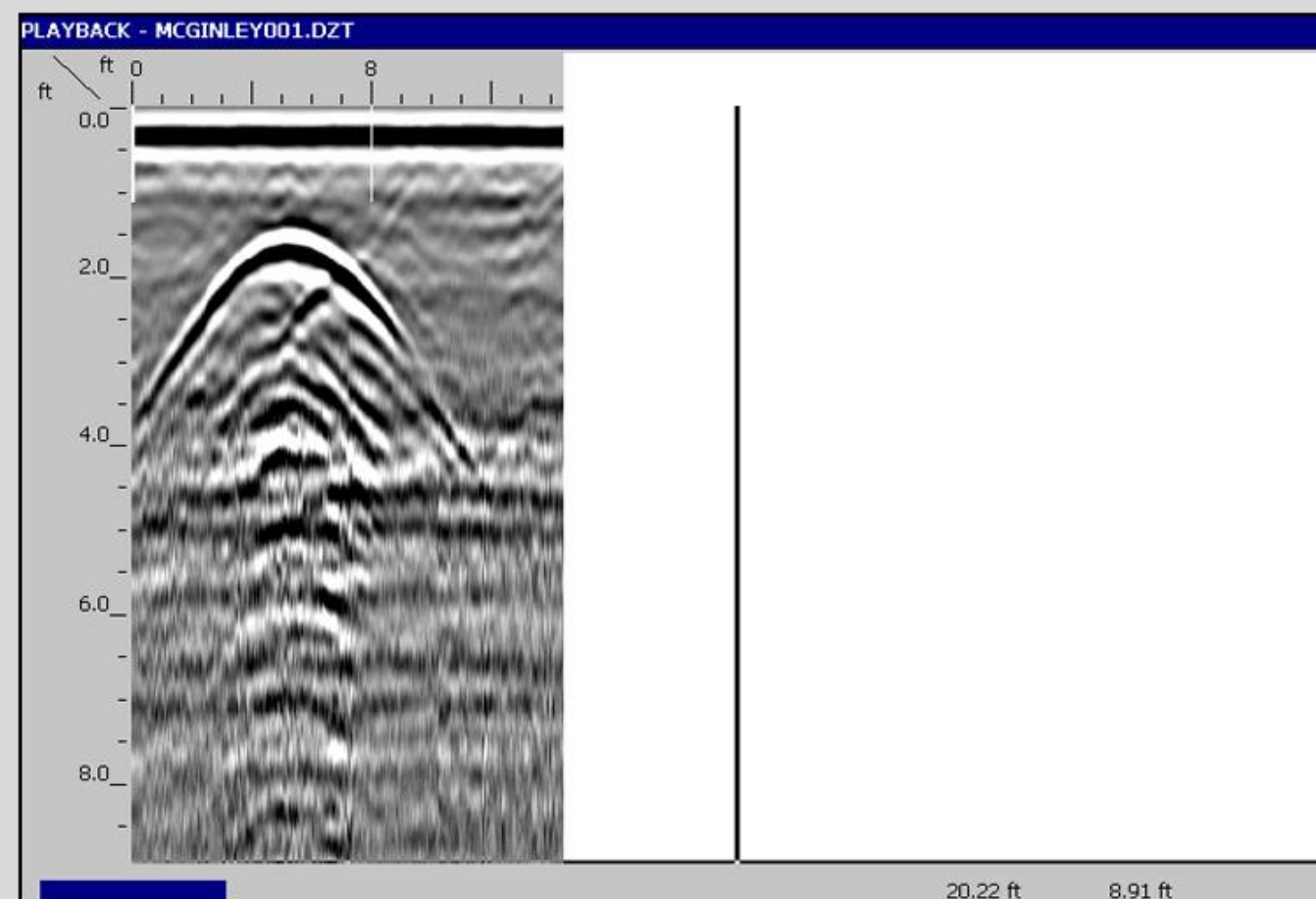


EQUIPMENT & APPLICATIONS



GROUND PENETRATING RADAR

- GPR works by sending electro magnetic pulses of energy from an antenna into a particular medium such as the concrete or ground
- When the radar pulse contacts something other than the material, it generates a reflection back to the antenna.
- This reflection is displayed in real time for the operator to mark the item at the surface. Item depth is also noted





GPR LOCATING

Ground Penetrating Radar:

- Utilities, underground storage tanks, voids, obstruction/debris unmarked burials
- Standard GPR has a typical depth penetration of 3'-6' deep throughout the state of Michigan (site dependent)

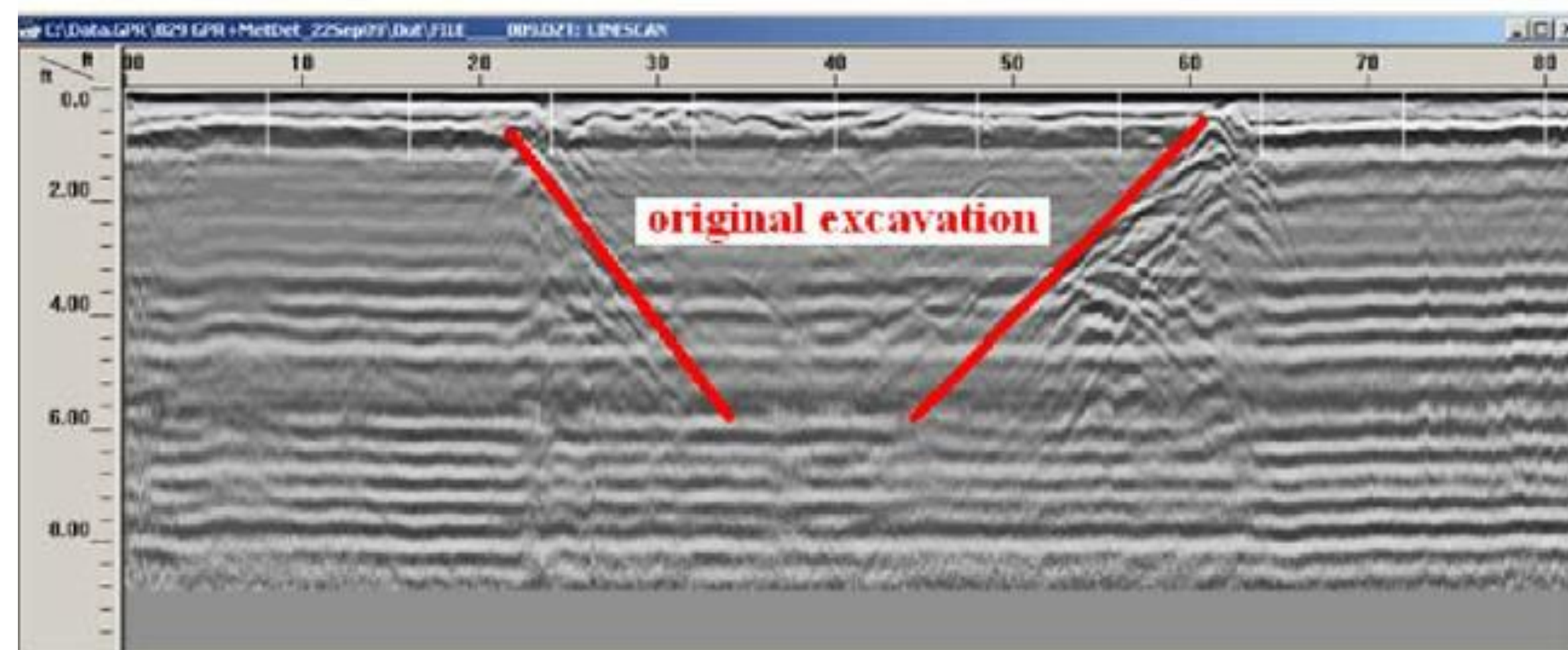
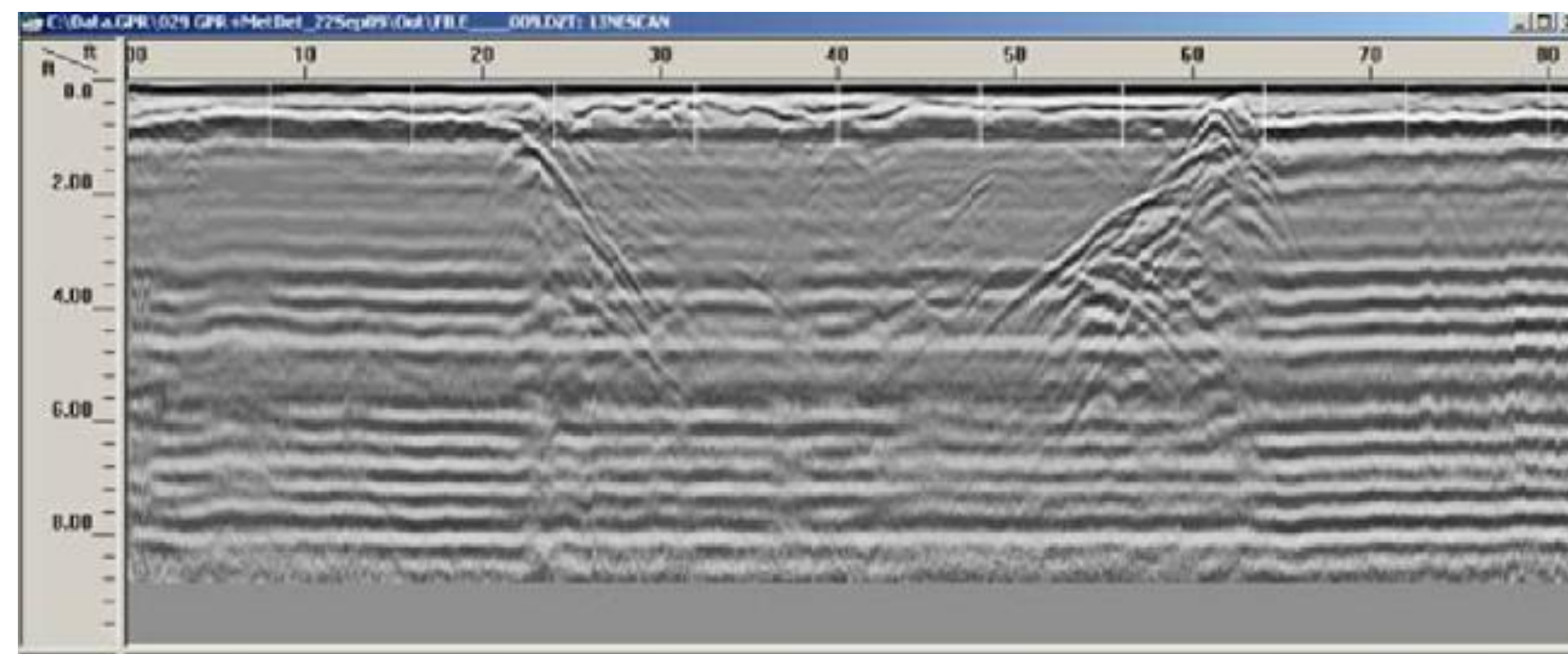
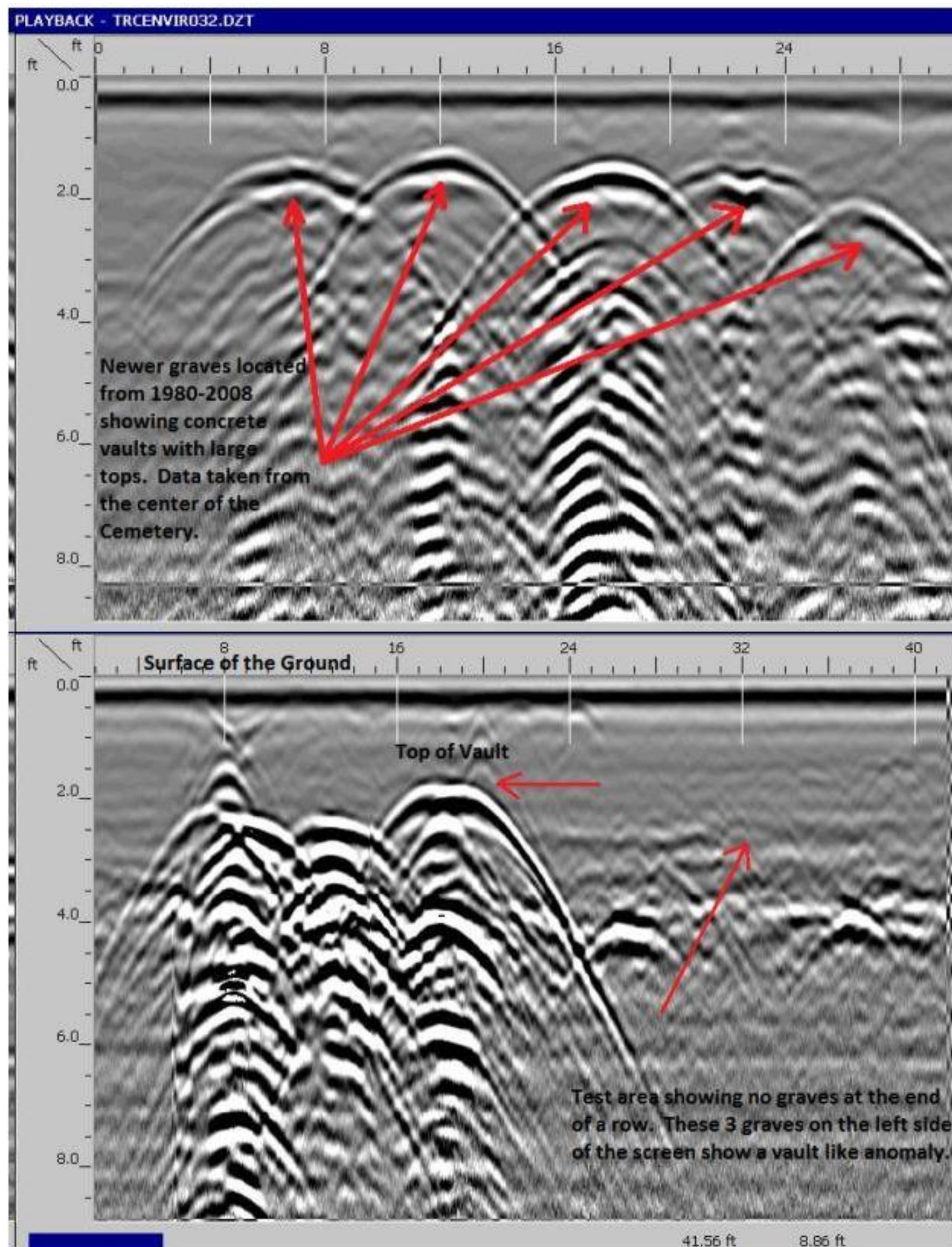
Limitations:

- **Size of target** – typically, a target (utility) must be at least 1" in diameter per 1' of depth in order for it to be located with GPR.
- **Soil conditions** – clay soils, wet soil or soil which contains high amounts of debris can limit the effectiveness of GPR.
- **Surface conditions** – brush, standing water, metal plating, or anything which blocks direct access to the area to be scanned will limit the ability to perform GPR





GPR LOCATING





GPR LOCATING





REPORTING SERVICES

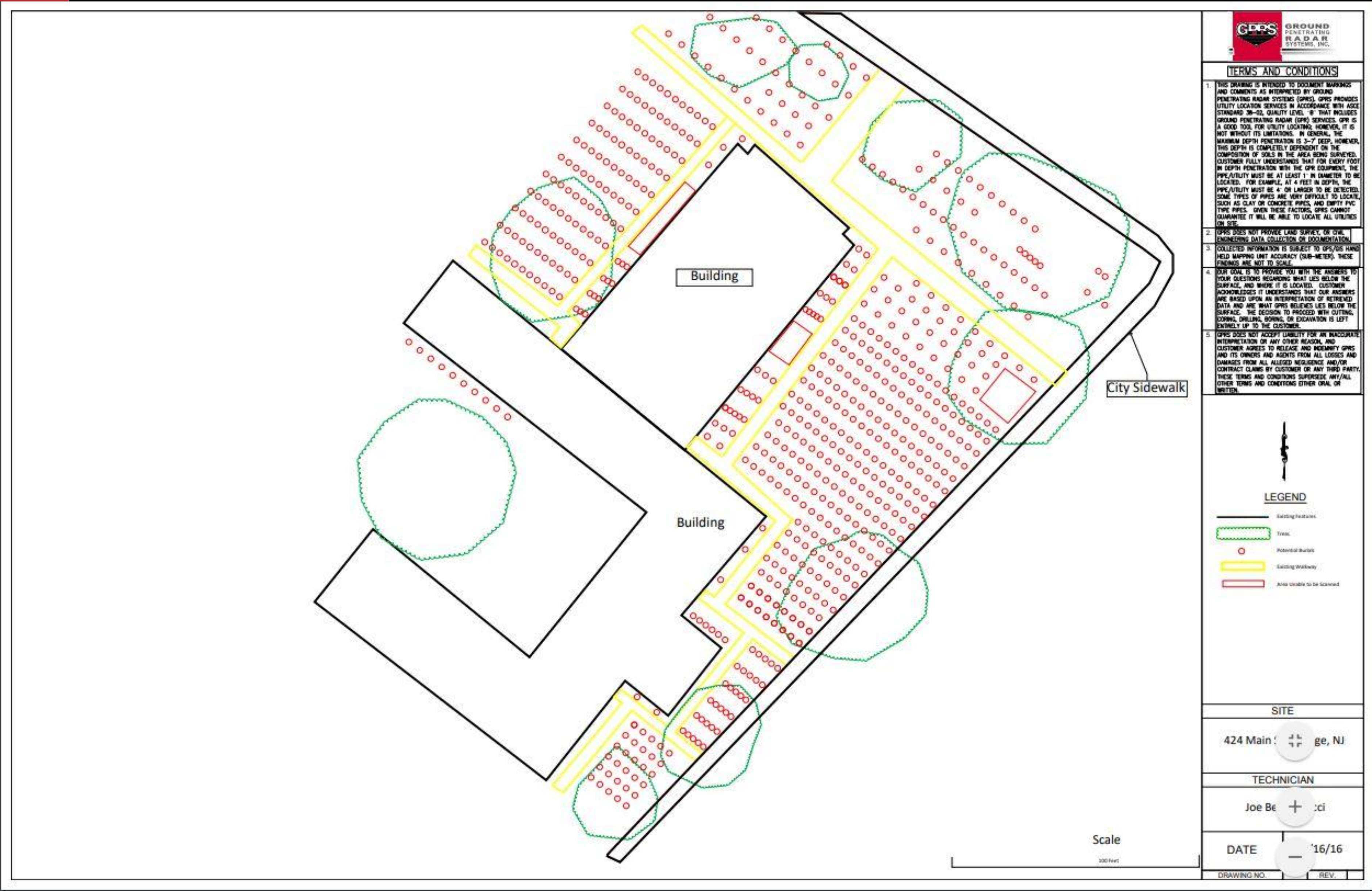
REPORTING

In conjunction with our GPR locate, we can additionally use a hand-held GPS device to collect our finding and overlay them onto an existing CAD document and or Google Earth image for your records.



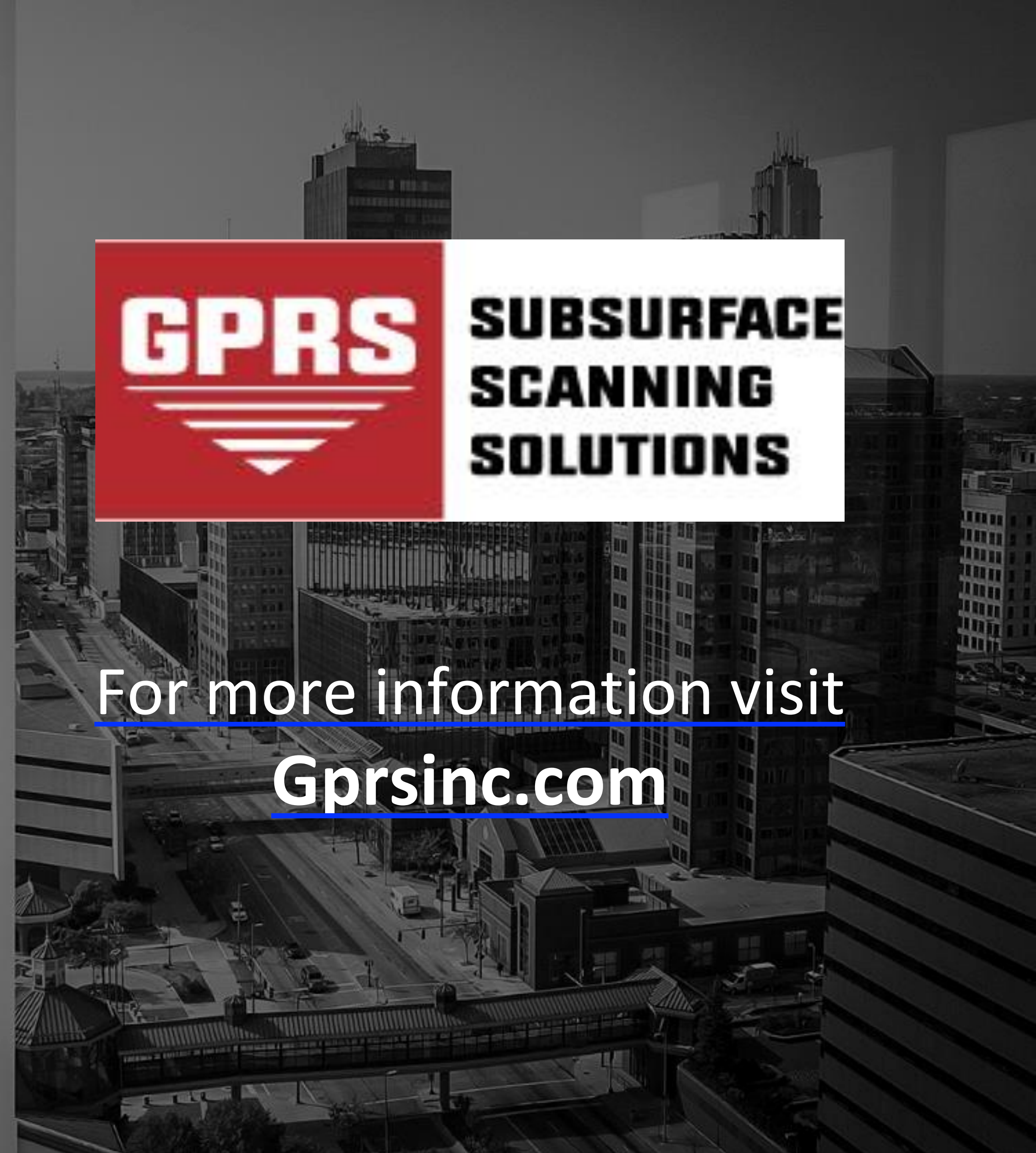


REPORTING SERVICES





For more information visit
Gprsinc.com





MEMORANDUM

City Clerk's Office

DATE: April 6, 2015

TO: Greenwood Cemetery Advisory Board

FROM: Laura M. Pierce, City Clerk

SUBJECT: Ground Penetrating Radar

At the February 23rd Special Meeting, the Greenwood Cemetery Advisory Board (GCAB) recommended staff obtain quotes for ground penetrating radar services in Greenwood Cemetery.

Proposals were obtained from three companies for GPR services on the entire cemetery and only the green space in Sections B, C, K, L, O.

Company	Entire Cemetery	Only Sections B, C, K, L, O
A	\$36,000.00	\$19,500.00
B	\$29,400.00	Waiting for response
C	\$7,800.00	\$3,900.00

There are several methods used in this process. Company B uses ground penetrating radar (GPR) and electromagnetic (EM) surveys. Companies A and C utilize GPR only. All three companies provided information explaining the GPR and EM process as summarized below.

The EM technique detects buried metal which will locate items such as metal lined caskets, steel reinforced concrete vaults, casket handles, or other metallic grave goods most commonly used in burials within the past fifty years.

GPR has the capability of detecting metallic and non-metallic objects such as concrete, wood, and bones. It provides a cross-sectional view of objects embedded within the subsurface. The non-metallic items are not always distinguishable from the surrounding materials. GPR signal response is dependent on the burial material type as well as soil type, subsurface debris, and other sources of radio frequency noise. Soil and surface conditions will limit the effectiveness of GPR.

One company pointed out that actual bodies are very close in properties to the soil and do not generally appear very clear. The readings would come from the air pocket within an intact coffin or the burial vaults. Older burials, before 1940, can be difficult to see as the coffins may be collapsed and the air pocket is no longer present. This company also noted that older burials have an increased likelihood of being undetectable to the GPR.

If the GCAB recommends utilizing GPR in the Cemetery, a Request for Proposal (RFP) would have to be issued to obtain bids for the service.

SUGGESTED RESOLUTION:

To recommend that the City Commission authorize a request for proposal be issued for ground penetrating radar services in Greenwood Cemetery for (Sections B, C, K, L, O **or** the entire cemetery).

OR

To take no action.



March 25, 2015

City of Birmingham MI

Attn: Laura Pierce

P: 248.530.1802

Email: lpierce@bhamgov.org

Re: GPR Investigation of Unmarked Graves-Greenwood Cemetery in Birmingham MI

PROPOSAL

We appreciate the opportunity to provide this proposal to you for the project at the Greenwood Cemetery in Birmingham MI. Please forward all communication to your assigned representative. The representative assigned to the project is:

GPRS Inc.

Attn: Thaddeus Bullock-Regional Manager

Phone: 734.377.4551 Fax: 419.843.5829

Email: Thaddeus.bullock@gp-radar.com

COMPANY INFORMATION

Corporate Headquarters:

Ground Penetrating Radar Systems, Inc.

7540 New West Rd.

Toledo, OH 43617

Phone: 419-843-9804

Fed ID: 31-1803412

All W9 and Insurance information can be found at gp-radar.com/forms.html

SCOPE OF WORK

We understand the scope of the project is to conduct a GPR Investigation on site at the location listed above to locate unmarked graves at a cemetery. The total area to be investigated is roughly 8 acres. It is best to perform the cemetery investigation when the ground as dry as can be. Saturated soil will hinder radar effectiveness. We understand we will be onsite no longer than 6 days completing the project. Upon location, all of the anomalies found will be painted directly on the ground surface with their depth & flagged if specified; this is our typical and standard output. The following equipment will be used on this project:

- **GSSI Ground Penetrating Radar:** This device transmits an electromagnetic pulse through the ground and displays the reflection on a screen for interpretation.
 - 400 MHz antenna – This antenna allows for GPR signal penetration 8’ through the ground. However, it typically penetrates depths of 3’-5’ in this area. The depth penetration is dependent on soil conditions which can change from each project.

GPRS provides utility location services in accordance with ASCE Standard 38-02, Quality Level “B”, which includes Ground Penetrating Radar (GPR) Services. Ground Penetrating Radar (GPR) is a Geophysical Mapping technique. We are not a utility locating company. GPR is a great tool for utility locating; however, it is not without its limitations. In general, our maximum depth penetration is 3’-7’ deep, however, this depth is completely dependent on the composition of soils in the area being investigated. A good rule of thumb is for every foot deep the pipe/utility is buried it must be at least one inch in diameter. For example, at 4 ft. deep the pipe would need to be at least 4 inches in diameter. With these factors in mind we CANNOT guarantee we will be able to locate ALL utilities on site. Please keep this in mind as you review our services.

GPR EQUIPMENT LIMITATIONS& CAPABILITIES

- Size of target – typically, a target (utility) must be at least 1” in diameter per 1’ of depth in order for it to be located with GPR. IE, a pipe at 7’ in depth will need to be at least 7” in diameter in order to be located with GPR.
- Soil conditions – wet soil or soil which contains high amounts of debris can limit the effectiveness of GPR.
- Surface conditions – brush, standing water, metal plating, or anything which blocks direct access to the area to be scanned limits the ability to perform GPR. If any of these conditions exist please notify us so we can discuss appropriate action.
- Depth readings are typically within 6” +/-
- Horizontal position typically within 3” +/-

*GPR works by identifying changes in physical properties such as density and conductivity. In cemetery/grave scanning, the actual bodies are very close in properties to the soil, and do not generally appear very clearly. The best readings come from the air pocket (void) within an intact coffin, or sometimes from burial vaults or metallic objects which may be part of the coffin or burial. Older burials (before ~1940) can often be difficult to see, most likely because the coffins have collapsed and the void is no longer present. *Please be aware that older burials have an increased likelihood of being effectively undetectable to the GPR.*

COST TO CONDUCT INVESTIGATION

Greenwood Cemetery (6 Days/\$1,300 a day)

\$7,800

*Includes surface markings & flagged if applicable

Report: (If Requested)

\$1,000

*Our basic report can be provided at the request of the customer/contractor. The report will include pertinent project details, a scope of our work, detailed information about the equipment used on site, information about the findings, data screen shots from the specific project, job site pictures & sketch if specified.

GPS Mapping/Google Earth Overlay (If Requested)

\$1,300

*(includes GPS coordinates of located items and reference items. Please let us know in what format you would like the drawing. For example, Google Earth Image Overlay)

*This fee is inclusive of our mobilization to the site, cost of technician's labor, equipment, & any necessary materials.

GPRS INC.

Submitted by: Thaddeus Bullock

Title: Regional Manager

Date: March 25, 2015

TERMS & CONDITIONS

1. GPRS provides utility location services in accordance with ASCE Standard 38-02, Quality Level "B", which includes Ground Penetrating Radar (GPR) Services. Ground Penetrating Radar is a geophysical mapping technique. GPR is a good tool for utility locating; however, it is not without its limitations. In general, our maximum depth penetration is 3-7' deep, however, this depth is completely dependent on the composition of soils in the area being investigated. Customer fully understands that for every foot in depth penetration with the GPR equipment, the pipe/utility must be at least 1" in diameter to be located. For example, at 4 feet in depth, the pipe/utility must be 4" or larger to be detected. Some types of pipes are very difficult to locate, such as clay or concrete pipes, and empty pvc type pipes. Given these factors, GPRS CANNOT guarantee it will be able to locate ALL utilities on site.
2. Our goal is to provide you with the answers to your questions regarding what lies below the surface, and where it is located. Customer acknowledges it understands that our answers are based upon an interpretation of retrieved data and are what GPRS believes lies below the surface. The decision to proceed with cutting, coring, drilling, boring, or excavation is left entirely up to the customer.
3. GPRS does not accept liability for an inaccurate interpretation or any other reason, and customer agrees to release and indemnify GPRS and its owners and agents from all losses and damages from all alleged negligence and/or contract claims by customer or any third party.
4. If for some reason the technician arrives on site & the work is canceled there will be a \$500.00 charge.
5. Payment is due upon receipt of invoice.

By signing below you agree to the terms and conditions as mentioned above,

Print Name _____

Signature _____

Date _____

PO # _____ Job # _____





2365 Haggerty Road South, Canton, Michigan 48188
Tel: 734.397.3100 Fax: 734.397.3131
www.MannikSmithGroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: OP150199

Date: Revised March 31, 2015

CLIENT: City of Birmingham, Michigan – Greenwood Cemetery

CLIENT CONTACT: Laura Pierce, City Clerk

ADDRESS: PO Box 3001; 151 Martin CITY, STATE ZIP: Birmingham, MI 48012

PHONE: 248-530-1802 EMAIL: lpierce@bhamgov.org

PROJECT NAME: Greenwood Cemetery Ground Penetrating Radar (GPR) and Electromagnetic (EM) Survey

SCOPE OF WORK FOR MSG:

Based upon your request, The Mannik & Smith Group, Inc. (MSG) is pleased to provide this quotation. MSG understands that the boundaries of the Greenwood Cemetery are not well defined. Under these circumstances, any earth-moving activity within the vicinity of the cemetery presents the risk of disturbing burial sites. The relocation of graves can be a time-consuming, costly and especially, sensitive task. This proposal describes a recommended approach for cemetery boundary delineation and grave shaft location, based on MSG's experience with other projects of this type.

MSG proposes to use a dual geophysical methodologies ground penetrating radar (GPR) and electromagnetic (EM) surveys to assist in the cemetery boundary delineation and grave shaft location at the property located at Parcel ID 1925151091, Oak Avenue, Birmingham, Michigan (Site). MSG understands that the requested investigation is to cover the entire parcel, approximately 9 acres, as indicated on the attached Greenwood Cemetery Map (Attachment 1).

Prior to the initiation of fieldwork, MSG personnel will meet with Greenwood Cemetery personnel to discuss the recommended course of action for boundary delineation and grave shaft identification. The general purpose of the meeting will be to identify project expectations, review the project scope and schedule, verify key project milestones and delivery dates, and discuss proposed field methods and expected results. The proposed scope of work includes the following tasks:

- GPR and EM survey with field marking;
- Geophysical Investigation Report; and
- Required office support.

The EM methodology detects buried metal (both ferrous and non-ferrous) and will provide a distinctive response to modern burial location with significant associated metal. Over the past 50 years or so most burials used one or more of the following: metal lined caskets, steel reinforced concrete vaults, casket handles, and/or other metallic grave goods. EM survey activities will be conducted by MSG at the Site with a cart mounted Geonics EM-61 MKII metal detector that has a maximum effective depth of exploration of approximately 15 feet bgs.

GPR has the capability of detecting metallic and non-metallic objects (i.e. concrete, wood, bones) in the subsurface; however, signal response to non-metallic targets is often less characteristic and may not always be distinguishable from surrounding materials. GPR operates by transmitting electromagnetic impulses (radio waves) into the subsurface and measuring the time for a reflected signal to return to the receiving antenna. Electromagnetic waves transmitted from the GPR propagate downward through the surface, reflect off subsurface boundaries and return to the receiver antenna. GPR signals reflect back toward the ground surface depending on the contrast in the electrical properties (dielectric constant) of subsurface materials. GPR signal response is dependent on the burial material type as well as other factors such as soil type, subsurface debris and additional sources of radio frequency noise. GPR survey activities will be conducted by MSG at the Site with a Geophysical Survey Systems, Inc. 4-wheel cart GPR system using a SIR-3000 field computer and a 400 MHz antenna. In general, the estimated depth of the GPR signal penetration is estimated to be approximately six to eight feet below ground surface (bgs) across the proposed survey area.



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MSG Proposal No.: OP150199
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The geophysical surveys will be in a systematic grid overlain on the area to be investigated. The location of any graves detected will be marked in the field with temporary marking paint and/or location flags on the ground surface during field activities and surveyed with a subfoot-accuracy Global Positioning System (GPS) unit. A Geophysical Investigation Report, including a GPR Survey Results Map and an EM Survey Results Map of the Site with all detected graves will be the final deliverable.

In the event the scope of work is increased and other items are required, MSG will provide additional unit rates. Should this proposal be acceptable, please provide a purchase order referencing this proposal, OP150199, or other written authorization for MSG to proceed. Invoicing will be on a monthly basis with payment expected within 30 days of receipt of invoice. We appreciate the opportunity to provide our services for this project. If you have questions or comments regarding the content of this proposal please contact the undersigned, Ms. Wendy C. Fry, A.S.L.A. or Mr. Michael J. Friedhoff, CPG at 734-397-3100.

FEE SCHEDULE:

☒ TIME AND MATERIALS (NOT TO EXCEED) ☐ LUMP SUM

PROJECT FEE \$ 29,400
RETAINER \$ n/a (to be applied to final invoice)

LIMITATIONS:

The recommended survey methodologies and equipment were selected to meet the project objectives; however, data interpretation is subjective and constrained by instrument limitations and site condition, and therefore, is not guaranteed to be 100% accurate or to identify all targets of interest. Geophysical investigation is limited to accessible areas which are not obstructed by objects including, but not limited to vehicles, equipment, monuments, snow cover and vegetation. Geophysical investigation equipment is generally water resistant, however, due to equipment limitations, field work may be delayed due to periods of inclement weather.

SCHEDULE:

Please note MSG requires at least five (5) business days after receipt of written authorization is received prior to the start of field work and will complete the scope of work within four weeks. MSG assumes that the field work portion of the GPR survey will not exceed 128 hours.

AGREEMENT:

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the attached Terms and Conditions. No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein. In the event Client directs The Mannik & Smith Group, Inc. to proceed with the work, even if not signed below, the Terms & Conditions are considered accepted by the Client.

CITY OF BIRMINGHAM, MICHIGAN

THE MANNIK & SMITH GROUP, INC.

SIGNED: _____

SIGNED: _____

PRINTED: _____

PRINTED: John S Browning, III, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: Revised March 31, 2015

The Mannik & Smith Group, Inc. Standard Terms and Conditions

Services The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in MSG's proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Additional Services The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control.

Compensation In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the Project is not exceeded.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, Subcontracted Services and Reimbursable Expenses without reduction of MSG's compensation. The Client shall provide MSG photocopies of all forms sent to such governmental authorities evidencing payment of these taxes.

Payment for MSG's services shall be made in United States dollars.

Payment Terms MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by MSG. MSG

shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination.

Payment Definitions The following definitions shall apply to methods of payment:

Time & Materials is defined as the actual time MSG employees utilize to perform the scope of services at an established billing rate, plus the actual cost of materials and equipment usage.

Lump Sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted Services are defined as Project related services provided by other parties to MSG.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

Buried Utilities Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with the Standard of Care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for a) damages to underground improvements resulting from subsurface penetration locations established by MSG; and/or b) economic damages resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

Compliance with Laws MSG shall perform its services consistent with its Standard of Care and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.

- f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

Cost Estimates or Opinions MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects in Service The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

The venue and/or hearing of any dispute resolution procedure under this Agreement shall be in the State of Ohio unless the Parties agree on another mutually convenient location. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. To the extent applicable, this Agreement and any award rendered under it shall be governed by the Convention of the Recognition and Enforcement of Foreign Arbitration Award.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials and/or petroleum compounds that may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall defend and indemnify MSG from any claim or liability or loss arising from or caused by hazardous materials and/or petroleum compounds encountered on the Project except for those events caused by the sole negligence or willful misconduct of MSG. MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to hazardous materials, petroleum compounds and/or toxic substances in any form at the Project site.

Force Majeure MSG shall be entitled to an equitable adjustment to the schedule and compensation for force majeure events, including but not limited to: Acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, Acts of war, terrorism,

violence, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather or any other cause outside of the control of MSG. MSG shall notify Client in writing within fourteen (14) days after the beginning of any such cause becomes known, which would affect its performance. In the event a force majeure event continues for more than 30 days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

Governing Law The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state of Ohio.

Indemnification MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence.

Independent Consultant MSG shall serve as an independent consultant for services provided under this Agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Lien Rights MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Insurance MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation	As required by applicable state statute
- Commercial General Liability	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability	\$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability	\$2,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Limitation of Liability In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Ownership of Documents Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Relationship of The Parties All services provided by MSG are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG.

Safety MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Security Client shall provide security at the Project site, to the extent necessary, to minimize threats of violence.

Site Access The Client shall obtain all necessary approvals for MSG to access the Project site(s).

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances (Standard of Care). The standard of care shall exclusively be judged as of the time the services are rendered and not

according to later standards. Regardless of any other term or condition of this Agreement, MSG makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Survival All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination In the event of substantial failure by a party to fulfill its obligations of the terms hereunder, that party may be deemed in default. If the party fails, within seven (7) calendar days after receipt of written notice to commence and continue satisfactory correction of the default with diligence and promptness, then the other party without prejudice to other remedies it has may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

Third Party Claims The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

Violations of Law The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practices Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act. (Pub. L. 111-5), to the extent caused by the Client or his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Waiver of Rights The failure of either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Entire Agreement This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties. Should any portion be found to be illegal or non-enforceable, such portion shall be deleted and the balance shall remain in effect.

Revised November 2014



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AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: OP150199
Date: Revised April 9, 2015

CLIENT: City of Birmingham, Michigan – Greenwood Cemetery

CLIENT CONTACT: Laura Pierce, City Clerk

ADDRESS: PO Box 3001; 151 Martin CITY, STATE ZIP: Birmingham, MI 48012

PHONE: 248-530-1802 EMAIL: lpierce@bhamgov.org

PROJECT NAME: Greenwood Cemetery Ground Penetrating Radar (GPR) and Electromagnetic (EM) Survey

SCOPE OF WORK FOR MSG:

Based upon your request, The Mannik & Smith Group, Inc. (MSG) is pleased to provide this quotation. MSG understands that the boundaries of the Greenwood Cemetery are not well defined. Under these circumstances, any earth-moving activity within the vicinity of the cemetery presents the risk of disturbing burial sites. The relocation of graves can be a time-consuming, costly and especially, sensitive task. This proposal describes a recommended approach for cemetery boundary delineation and grave shaft location, based on MSG's experience with other projects of this type.

MSG proposes to use a dual geophysical methodologies, including ground penetrating radar (GPR) and electromagnetic (EM) surveys, to assist in the cemetery boundary delineation and grave shaft location at the property located at Parcel ID 1925151091, Oak Avenue, Birmingham, Michigan (Site). MSG understands that the requested investigation is to cover the selected areas of the parcel as indicated on the attached Greenwood Cemetery Map (Attachment 1).

Prior to the initiation of fieldwork, MSG personnel will meet with Greenwood Cemetery personnel to discuss the recommended course of action for boundary delineation and grave shaft identification. The general purpose of the meeting will be to identify project expectations, review the project scope and schedule, verify key project milestones and delivery dates, and discuss proposed field methods and expected results. The proposed scope of work includes the following tasks:

- GPR and EM survey with field marking;
- Geophysical Investigation Report; and
- Required office support.

The EM methodology detects buried metal (both ferrous and non-ferrous) and will provide a distinctive response to modern burial location with significant associated metal. Over the past 50 years or so most burials used one or more of the following: metal lined caskets, steel reinforced concrete vaults, casket handles, and/or other metallic grave goods. EM survey activities will be conducted by MSG at the Site with a cart mounted Geonics EM-61 MKII metal detector that has a maximum effective depth of exploration of approximately 15 feet bgs.

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In the event the scope of work is increased and other items are required, MSG will provide additional unit rates. Should this proposal be acceptable, please provide a purchase order referencing this proposal, OP150199, or other written authorization for MSG to proceed. Invoicing will be on a monthly basis with payment expected within 30 days of receipt of invoice. We appreciate the opportunity to provide our services for this project. If you have questions or comments regarding the content of this proposal please contact the undersigned, Ms. Wendy C. Fry, A.S.L.A. or. Mr. Michael J. Friedhoff, CPG at 734-397-3100.

FEE SCHEDULE:

☒ TIME AND MATERIALS (NOT TO EXCEED)

☐ LUMP SUM

PROJECT FEE \$ 8,900

RETAINER \$ n/a (to be applied to final invoice)

LIMITATIONS:

The recommended survey methodologies and equipment were selected to meet the project objectives; however, data interpretation is subjective and constrained by instrument limitations and site conditions, and therefore, is not guaranteed to be 100% accurate or to identify all targets of interest. Geophysical investigation is limited to accessible areas which are not obstructed by objects including, but not limited to vehicles, equipment, monuments, snow cover, trees and vegetation. Geophysical investigation equipment is generally water resistant, however, due to equipment limitations, field work may be delayed due to periods of inclement weather.

SCHEDULE:

Please note MSG requires at least five (5) business days after receipt of written authorization is received prior to the start of field work and will complete the scope of work within two weeks. MSG assumes that the field work portion of the GPR & EM survey will not exceed 16 hours.

AGREEMENT:

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the attached Terms and Conditions. No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein. In the event Client directs The Mannik & Smith Group, Inc. to proceed with the work, even if not signed below, the Terms & Conditions are considered accepted by the Client.

CITY OF BIRMINGHAM, MICHIGAN

SIGNED: _____

PRINTED: _____

TITLE: _____

DATE: _____

THE MANNIK & SMITH GROUP, INC.

SIGNED: 

PRINTED: Thomas P. Cok, CPG

TITLE: Senior Project Manager

DATE: Revised April 9, 2015

The Mannik & Smith Group, Inc. Standard Terms and Conditions

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Time & Materials is defined as the actual time MSG employees utilize to perform the scope of services at an established billing rate, plus the actual cost of materials and equipment usage.

Lump Sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted Services are defined as Project related services provided by other parties to MSG.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

Buried Utilities Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with the Standard of Care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for a) damages to underground improvements resulting from subsurface penetration locations established by MSG; and/or b) economic damages resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

Compliance with Laws MSG shall perform its services consistent with its Standard of Care and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.

- f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

Cost Estimates or Opinions MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects in Service The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

The venue and/or hearing of any dispute resolution procedure under this Agreement shall be in the State of Ohio unless the Parties agree on another mutually convenient location. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. To the extent applicable, this Agreement and any award rendered under it shall be governed by the Convention of the Recognition and Enforcement of Foreign Arbitration Award.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials and/or petroleum compounds that may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall defend and indemnify MSG from any claim or liability or loss arising from or caused by hazardous materials and/or petroleum compounds encountered on the Project except for those events caused by the sole negligence or willful misconduct of MSG. MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to hazardous materials, petroleum compounds and/or toxic substances in any form at the Project site.

Force Majeure MSG shall be entitled to an equitable adjustment to the schedule and compensation for force majeure events, including but not limited to: Acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, Acts of war, terrorism,

violence, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather or any other cause outside of the control of MSG. MSG shall notify Client in writing within fourteen (14) days after the beginning of any such cause becomes known, which would affect its performance. In the event a force majeure event continues for more than 30 days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

Governing Law The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state of Ohio.

Indemnification MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence.

Independent Consultant MSG shall serve as an independent consultant for services provided under this Agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Lien Rights MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Insurance MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation	As required by applicable state statute
- Commercial General Liability	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability	\$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability	\$2,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Limitation of Liability In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Ownership of Documents Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Relationship of The Parties All services provided by MSG are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG.

Safety MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Security Client shall provide security at the Project site, to the extent necessary, to minimize threats of violence.

Site Access The Client shall obtain all necessary approvals for MSG to access the Project site(s).

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances (Standard of Care). The standard of care shall exclusively be judged as of the time the services are rendered and not

according to later standards. Regardless of any other term or condition of this Agreement, MSG makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Survival All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination In the event of substantial failure by a party to fulfill its obligations of the terms hereunder, that party may be deemed in default. If the party fails, within seven (7) calendar days after receipt of written notice to commence and continue satisfactory correction of the default with diligence and promptness, then the other party without prejudice to other remedies it has may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

Third Party Claims The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

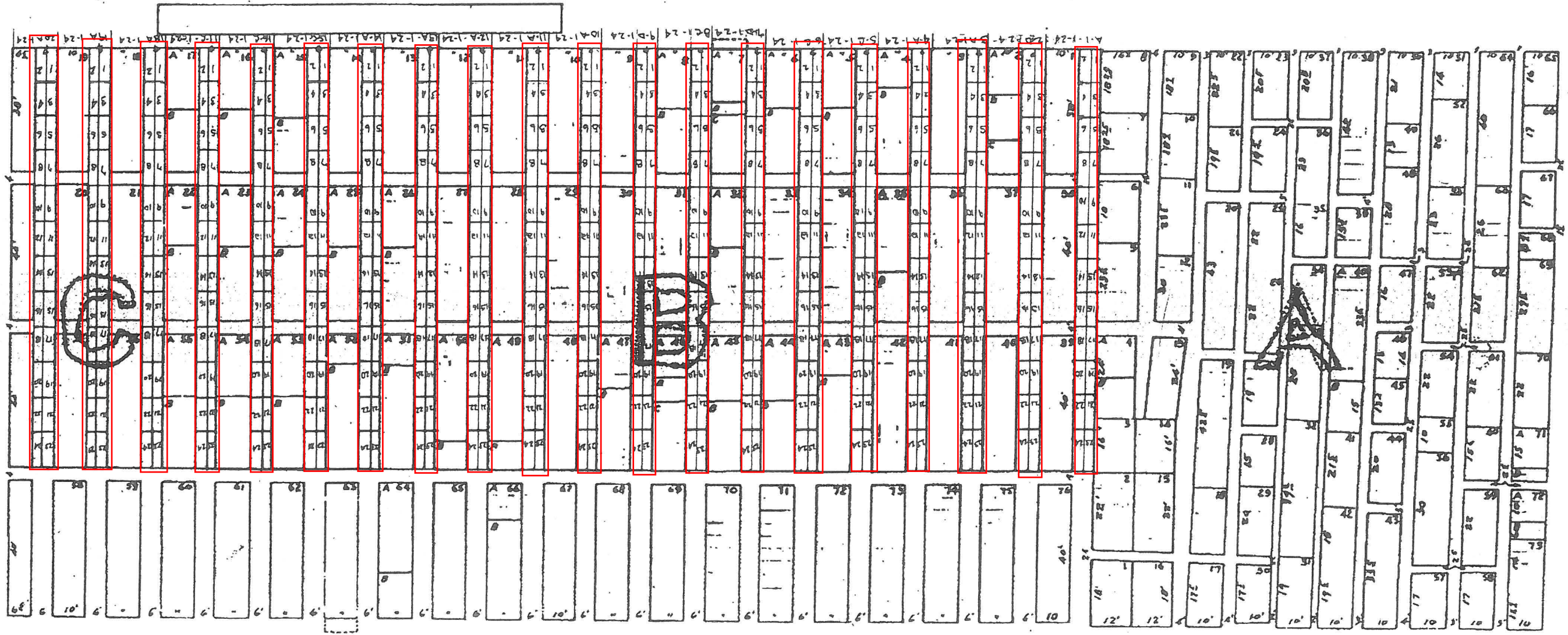
Violations of Law The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practices Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act. (Pub. L. 111-5), to the extent caused by the Client or his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Waiver of Rights The failure of either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Entire Agreement This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties. Should any portion be found to be illegal or non-enforceable, such portion shall be deleted and the balance shall remain in effect.

Revised November 2014

GREENWOOD CEMETERY MAP

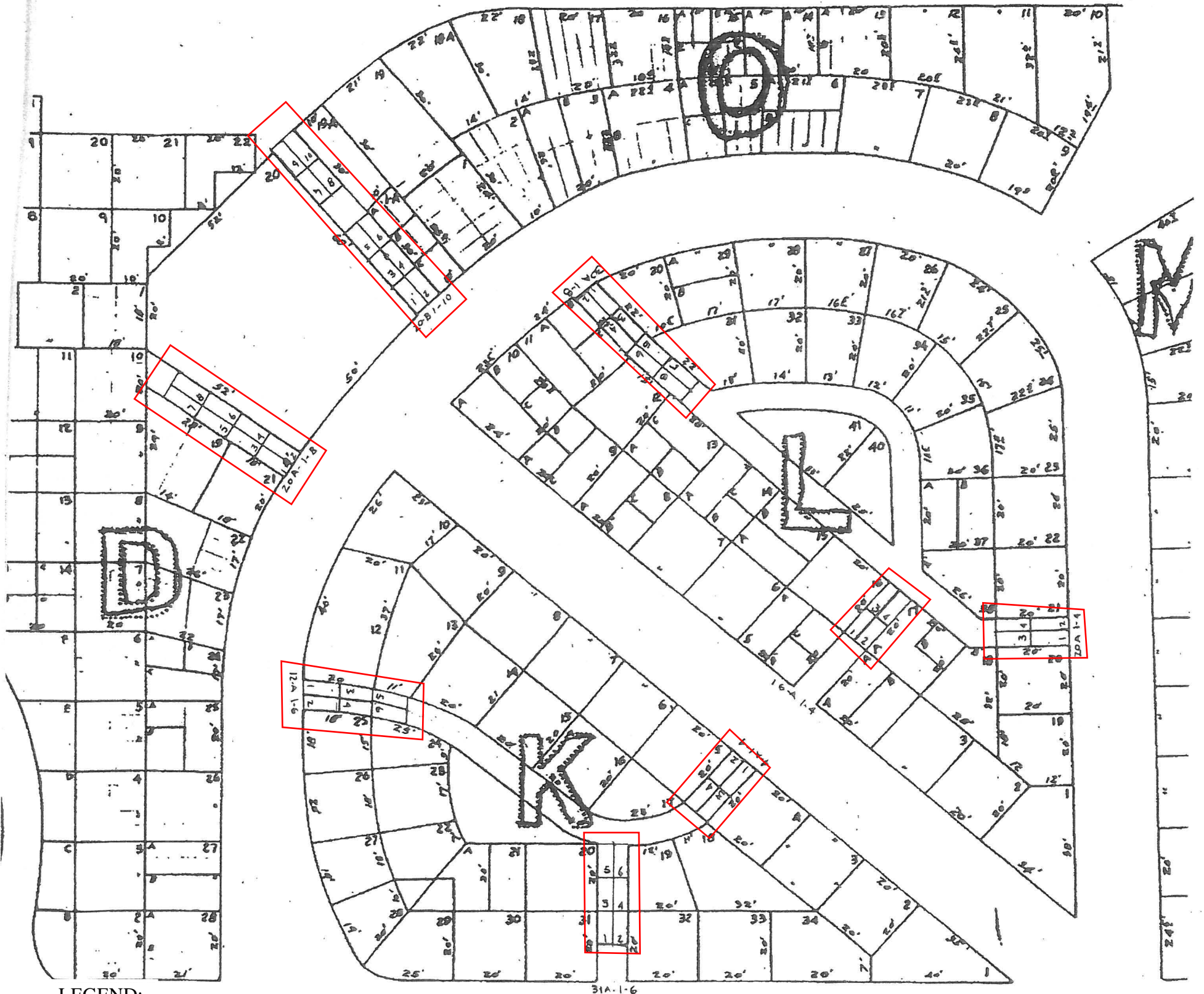


LEGEND:

= PROPOSED GPR / EM SURVEY AREA BOUNDARY

Oak

GREENWOOD CEMETERY MAP



LEGEND:

= PROPOSED GPR / EM SURVEY AREA BOUNDARY



C-1

AERIAL IMAGERY

GREENWOOD CEMETERY

City of Birmingham
Oakland County
Michigan

PREPARED FOR:
CLIENT NAME
AND/OR
CLIENT LOGO
LINE 4
CLIENT ADDRESS
LINE 6



PROJECT DATE:	XX/XX/XXXX
PROJECT NO.:	XXXXXXXX
DRAWN BY:	XXX
CHECKED BY:	XXX

NO.	DATE	BY	DESCRIPTION
1	1/1/19	1/1/19	1/1/19
2	1/1/19	1/1/19	1/1/19
3	1/1/19	1/1/19	1/1/19
4	1/1/19	1/1/19	1/1/19
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98	1/1/19	1/1/19	1/1/19
99	1/1/19	1/1/19	1/1/19
100	1/1/19	1/1/19	1/1/19



Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G • Fax (248) 588-6232
www.testingengineers.com

TEC Proposal: 100-15-0091

Date Issued: April 1, 2015

Ms. Laura Pierce
City Clerk's Office
P.O. Box 3001
151 Martin
Birmingham, MI 48012

Via electronic mail: lpierce@bhamgov.org (PDF file)

**RE: Proposal for GPR Survey
Greenwood Cemetery
Birmingham, Michigan**

Dear Ms. Pierce:

Testing Engineers & Consultants, Inc. (TEC) is pleased to submit our proposal to perform a ground penetrating (GPR) survey of the Greenwood Cemetery in Birmingham, Michigan. The purpose of the survey is to locate existing burials within the areas in question.

Project Understanding and Scope of Work

The Greenwood Cemetery is located on Oak, West of north Old Woodward Avenue in Birmingham, Michigan. The cemetery is approximately 8 acres in size with a total of approximately 3,000 grave sites. It is our understanding that the City would like to determine if there are any unknown burials in the "green space" in six sections of the cemetery highlighted on the supplied map in red in Sections B, C, D, K, L and O. In addition, we have provided a fee to perform a GPR survey of the entire 8 acre cemetery site.

Description of Ground Penetrating Radar (GPR)

GPR is a non-invasive, non-destructive geophysical surveying technique that is used to produce a cross-sectional view of objects embedded within the subsurface.

Copyright 2007 Testing Engineers & Consultants, Inc. All rights reserved.

All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION
OFFICES IN ANN ARBOR, DETROIT, AND TROY
FOUNDED IN 1966

Testing Engineers & Consultants, Inc.

Ms. Laura Pierce
City Clerk's Office
April 1, 2015

TEC Proposal: 100-15-0091

Description of Ground Penetrating Radar (GPR) (cont'd)

To understand how GPR works, we must first understand the performance of a scan. A scan is performed by moving the antenna across the surface linearly to create a series of electromagnetic pulses over a given area. During a scan, the control unit produces and regulates a pulse of radar energy, which is amplified and transmitted into the subsurface at a specific frequency by the antenna. Antenna frequency is inversely proportional to penetration depth, which makes antenna selection the most important step in the survey design process.

Below is a list of antenna frequencies, their application and maximum penetration depth.

<u>Frequency (MHz)</u>	<u>Sample Applications</u>	<u>Max Penetration Depth (ft.)</u>
2600	Concrete, Roadways, Bridge Decks	1
1600	Concrete, Roadways, Bridge Decks	1.5
900	Concrete, Shallow Soil, Archaeology	3
400	Shallow Geology, Utility Locating, Environmental, Archaeology	9
200	Geology, Environmental	25
100	Geology, Environmental	60

During a scan, the control unit records the strength and time required for the return of any reflected energy. Reflections are produced in the data screen profile (on the control unit) whenever the energy pulse enters and exits contrasting subsurface materials. The way it responds to each material is determined by two physical properties: dielectric constant and electrical conductivity.

The dielectric constant is a descriptive number that indicates how fast electromagnetic energy travels through a material. Energy always moves through a material as quickly as possible, but certain materials slow down the energy more than others. The higher the dielectric, the slower the energy will move through the material, and vice versa.

To understand how dielectric and electrical conductivity differences translate into visual data requires an understanding of how the antenna emits energy. Imagine the antenna scanning perpendicular to a buried object. Energy emits from the antenna in a 3-dimensional cone shape, not in a straight line as one might think. The two-way travel time for energy at the leading edge of the cone is longer than for energy directly below the antenna. Because it will take longer for energy at the leading edge to be captured, when the antenna first approaches the object, it will appear low in the data screen profile. As the antenna moves closer to the

Testing Engineers & Consultants, Inc.

Ms. Laura Pierce
City Clerk's Office
April 1, 2015

TEC Proposal: 100-15-0091

Description of Ground Penetrating Radar (GPR) (cont'd)

object and the distance between them decreases, the reflections will appear higher in the profile. At the point where the antenna is located directly above the object, the minimum distance of separation is reached and the reflections reach their zenith. As the antenna moves away from the object and the distance between them increases, the reflections appear lower in the profile once again. After the scan is completed, the center of the object will appear in the data screen profile as an upside down U, which is referred to as a hyperbola.

Deliverables

Locations identified as burial locations from the GPR survey will be marked in the field with flags and paint and marked on the client supplied drawing.

Fee

TEC proposes to perform the GPR survey per the above Scope of Work for the fee of:

A. Entire Cemetery Site, Fee	\$ 36,000.00
B. Green Space in Sections B,C,D,K,L,O, Fee	\$ 19,500.00

Schedule

TEC is prepared to begin work within two (2) weeks of authorization to proceed. We currently anticipate that the field work will take two (2) weeks to complete with the report submitted one (1) week after completion of the field work.

Any client requested additional research/consulting regarding the subject property after issuance of the completed report will be billed at the following rates:

a. Utility Locating Crew with Equipment, per hour	\$ 200.00
b. Cadd Operator, per hour	\$ 50.00
c. Project Manager/Consultant, per hour	\$ 95.00

ITEMS OF CLARIFICATION

1. Unless otherwise stated, local transportation costs will be invoiced at the straight time rate and at \$0.58 per mile, portal-to-portal from TEC facilities. Lodging, subsistence and transportation for out-of-town services are invoiced at cost plus 20%.

Testing Engineers & Consultants, Inc.

Ms. Laura Pierce
City Clerk's Office
April 1, 2015

TEC Proposal: 100-15-0091

ITEMS OF CLARIFICATION (cont'd)

2. The TEC fee for depositions, court appearances, expert witness, legal assistance, litigation, preparation, or other legal work is \$150.00 per hour plus expenses.
3. Except for circumstances caused by the willful misconduct of TEC, all claims for damages asserted against TEC by a client or third party, including claims against TEC's directors, officers, shareholders, employees and agents, are limited to the lesser amount of \$25,000 or the total dollar value of this contract.
4. All reports, plans, specifications, computer files, field data, notes and other documents prepared by TEC as instruments of service shall remain the property of TEC. TEC shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to reports, plans, specifications, computer files or other documents without the prior written authorization of TEC.
5. In an effort to resolve any conflicts that arise during this project or following the completion of this project, the client and TEC agree that all disputes between them arising out of our relating to this project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

AUTHORIZATION

Please authorize us to proceed by signing in the space provided below or by sending us a purchase order. A signed copy of this proposal or a purchase order must be returned to us before TEC can begin work on this project.

Authorized Signature

Firm

Name (Typed or Printed)

Date

We appreciate the opportunity to submit our proposal for this GPR survey. If needed, we welcome the opportunity to discuss our proposal. Should you have questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,

TESTING ENGINEERS & CONSULTANTS, INC.



Ruben E. Ramos, PE
Vice President
Engineering and Construction Services

RER/da



MEMORANDUM

City Clerk's Office

DATE: August 9, 2019
TO: Greenwood Cemetery Advisory Board
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Recommendation to City Commission on Cemetery Plot Pricing

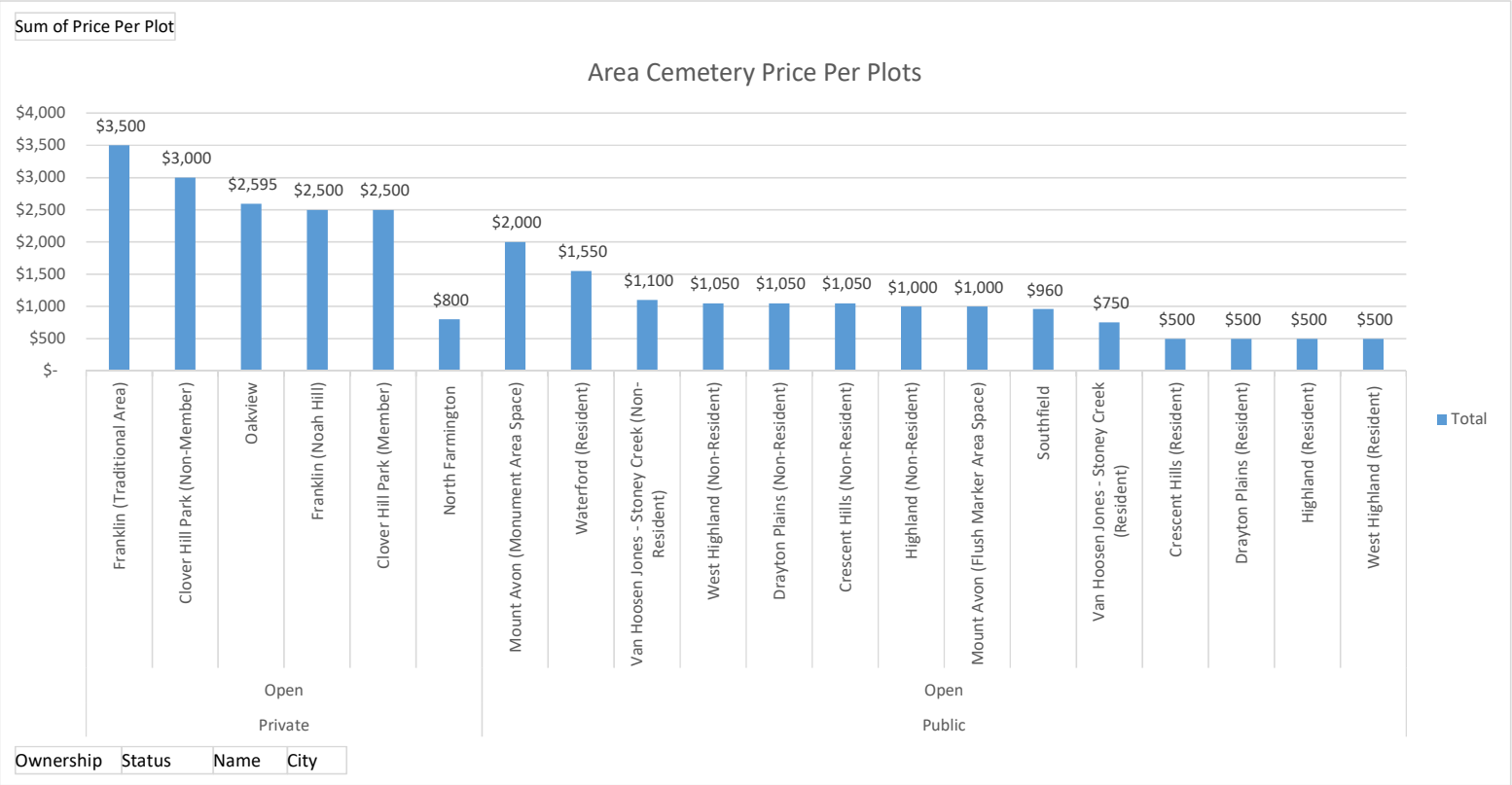
On July 8, 2019, the City Commission considered the GCAB's recommendation to release 60 additional cemetery plots for sale. The Commission took no action on the recommendation. Following discussion the Commission asked that the GCAB study the market price of cemetery plots and make a recommendation on what the price of Greenwood Cemetery plots should be.

Additionally, the Commission asked that the GCAB evaluate and make a recommendation on whether or not additional plots in Sections B & C should be sold.

On the issue of market price, the Assistant to the City Manager, James Gallagher conducted a survey of cemeteries in Oakland County and presented his findings in the attached data worksheet and graph. This data should assist you in evaluating the current market price for cemetery plots.

Also attached is an excerpt from the minutes of the July 8, 2019 City Commission meeting detailing the Commission's discussion.

Row Labels		Sum of Price Per Plot
Private		
Open		
Franklin (Traditional Area)	\$	3,500
Clover Hill Park (Non-Member)	\$	3,000
Oakview	\$	2,595
Franklin (Noah Hill)	\$	2,500
Clover Hill Park (Member)	\$	2,500
North Farmington	\$	800
Public		
Open		
Mount Avon (Monument Area Space)	\$	2,000
Waterford (Resident)	\$	1,550
Van Hoosen Jones - Stoney Creek (Non-Resident)	\$	1,100
West Highland (Non-Resident)	\$	1,050
Drayton Plains (Non-Resident)	\$	1,050
Crescent Hills (Non-Resident)	\$	1,050
Highland (Non-Resident)	\$	1,000
Mount Avon (Flush Marker Area Space)	\$	1,000
Southfield	\$	960
Van Hoosen Jones - Stoney Creek (Resident)	\$	750
Crescent Hills (Resident)	\$	500
Drayton Plains (Resident)	\$	500
Highland (Resident)	\$	500
West Highland (Resident)	\$	500
Grand Total	\$	28,405



Name	Address	City	Ownership	Telephone #	Contact Person	Dimensions (acreage)	Historic Designation(s)	How Many Plots Total	How Many Spots Left	Sold	Price Variable	Price Per Plot	How Many Cremitaory Remains 1 Plot	Mngt Services	Sales Staff	Status
White Chapel Memorial Park	621 W. Long Lake Rd	Troy	Private	248-362-7693	Steve (Supt.) - left v/m	200 acres						N/A				Didn't Respond
					Ashley (Sales Mngr.)								4 human remains in 1 plot (Requires 2,3,4 rights of internments to be purchased) allow benches above ground to add 4 people in bench			
Oakview	1032 N. Main	Royal Oak	Private	248-541-0139		94 acres	No	59,000 people currently burried	10 acres	Not Public Info	Range	\$ 2,595		Internally	Internally	Open
Acacia Park	31300 Southfield Rd	Beverly Hills	Private	248-646-4228	Sales Mngr. out had a heart attack, spoke with Betty							N/A				Didn't Respond
Roseland Park	29001 N. Woodward	Berkley	Private	248-541-1154	(Ikera?) Contact out of office until Aug. 1	135	Yes					N/A				Didn't Respond
Franklin (Noah Hill)		Franklin	Private	248-200-9493	Steve Bancroft (Cemetary Dir.) cell: 313-570-1811	7	Yes	6,000	about 800	N/A	Noah Hill	\$ 2,500	3 remains per plot	Yes - Huron Cemetary Maitenance (sexton) all burials done by them	Steve (not looking for more work)	Open
Franklin (Traditional Area)		Franklin	Private	248-200-9494	Steve Bancroft (Cemetary Dir.) cell: 313-570-1812					N/A	Traditional Section	\$ 3,500				Open
Clover Hill Park (Member)	2425 E. Fourteen Mile	Birmingham	Private	248-723-8884	Vickie Straitz	60-65	No	26,000	6,500	5,000	Member	\$ 2,500	1 invid. Remains only in designated creamtion area	internment charge \$4,000 (lowering, tent, flowers in perpetuity, etc)	executive sales director handles all sales	Open
Clover Hill Park (Non- Member)	2426 E. Fourteen Mile	Birmingham	Private								Non-Member	\$ 3,000				Open
Royal Oak Cemetary		Royal Oak	Public	248-246-3300	Deann Morris (DPS/Recreation Clerk)	N/A	No	N/A	N/A			N/A	No Policy	In House	In House	Didn't Respond
Ottawa Park	6180 Dixie Hwy	Pontiac	Public	248-623-7705	Melissa	60-80	No					N/A				Didn't Respond
Oak Hill	216 University Dr	Pontiac	Public	248-623-7705	Melissa	~ 200	Yes					N/A				Didn't Respond
Southfield	Civic Center Dr. between Lasher/ Berg	Southfield	Public	248-796-4630	John Thompson/ Kevin Frantz	10	Yes	1,000	300	N/A		\$ 960	No Policy	In House	In House	Open
Highland (Resident)		Highland Twp	Public	248-887-6700	Mike Willenburg	13.35	No	6600	337	1,937	Resident	\$ 500	up to 4 for cremationed remains per plot or 1 burrial and 3 remains on top	Mike Willenburg	Mike Willenburg	Open
Highland (Non- Resident)		Highland Twp	Public								Non-Resident	\$ 1,000				Open

West Highland (Resident)		Highland Twp	Public	248-887-6700	Mike Willenburg (Sexton) Tammy (Clerk)	3.75	Yes	2750 (1234)	297	1,219	Resident	\$ 500	up to 4 for cremated remains per plot or 1 burrial and 3 remains on top	Mike Willenburg	Mike Willenburg	Open
West Highland (Non-Resident)		Highland Twp	Public								Non-Resident	\$ 1,050				Open
Crescent Hills (Resident)		Waterford Twp	Public	248-618-7437	Mary	10.67	No	2,964	1,364	1,600	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Crescent Hills (Non-Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Waterford (Resident)		Waterford Twp	Public	248-618-7437	Mary	2.37	In Process	945	26	919	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Waterford (Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Drayton Plains (Resident)		Waterford Twp	Public	248-618-7437	Mary	4.98	In Process	1,921	673	1,248	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Drayton Plains (Non-Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Van Hoosen Jones - Stoney Creek (Resident)	Tienken & Sheldon	Rochester Hills	Public	248-652-4713	Calvin Leach (Sexton) Laura Douglas (Records Clerk)	16.8	No	12,237	7,618	4,619	Resident	\$ 750	Traditional burial section: 4 cremains per space Traditional burial section w/ traditional burial: 2 cremains on top	Calvin Leach (internal staff)	Calvin Leach	Open
Van Hoosen Jones - Stoney Creek (Non-Resident)	Tienken & Sheldon	Rochester Hills	Public								Non-Resident	\$ 1,100				Open
Oakwood (Resident)		Farmington	Public	248-474-5500	Jen/ Chuck Shute (Dps)	6.7	No	850	No Plots Left only crypts	7 crypts	Resident	\$ 5,000	N/A	DPW	Clerks	Closed
Oakwood (Non-Resident)		Farmington	Public						No Plots Left only crypts		Non-Resident	\$ 9,000				Closed
Novi	25755 Novi Rd	Novi	Public	248-735-5611	Jeff Muck	2.4	No	948	No Plots Left	0		\$ -	N/A	N/A	N/A	Closed
Knapp	43005 Nine Mile Rd	Novi	Public	248-735-5611	Jeff Muck	0.5	No	87	No Plots Left	0		\$ -	N/A	N/A	N/A	Closed
North Farmington		Farmington	Private	248-887-6700	Mike Willenburg							\$ 800	1 grave plus 2 cremains or 3 cremains	Mike Willenburg	Mike Willenburg	Open
Mount Avon (Flush Marker Area Space)		Rochester	Public	248-651-90610	Jessica Wawrzynski		Yes				Flush Marker Area Space	\$ 1,000				Open
Mount Avon (Monument Area Space)		Rochester	Public								Monument Area Space	\$ 2,000				Open



MEMORANDUM

City Clerk's Office

DATE: August 9, 2019
TO: Greenwood Cemetery Advisory Board
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Master Plan/Collaborative Preservation Projects

The Collaborative Preservation Matrix which was presented, and well received, by the City Commission at their Long Range Planning meeting on January 26, 2019, has been integrated into the Greenwood Cemetery Advisory Board's working Master Plan chart.

Over the course of several meetings the GCAB has determined the top priority to be Ground Penetrating Radar to verify records and establish available plots. The scope of the project includes the creation of a digitized map, and should help establish a baseline of plots sold/unsold and occupied/unoccupied. Therefore, I have grouped these three projects into one project which is at the top of the list.

The City Manager has asked the staff liaisons for the GCAB, Historic District Study Commission, and Birmingham Museum Board to provide an update on the progress of the preservation projects. To this end, I would ask the GCAB to prioritize the remaining projects.

GREENWOOD CEMETERY ADVISORY BOARD

MASTER PLAN/COLLABORATIVE PRESERVATION PROJECTS

PRIORITY	PROJECT	SOURCE	EST. COST
1.	Ground Penetrating Radar of entire cemetery to: -Verify records and identify unoccupied spaces. -Establish a baseline record of inventory. -Create a digitized, searchable map.	Contracted professional	RFP needs to be issued
	Potter's Field. GCAB Member Buchanan has solid research on the history and current location(s) of burials. Perhaps a written document could be produced.		
In progress.	Digital cemetery records. Permanent records kept by contractor. City Clerk's Office to bring its digital files up-to-date. Currently using BS&A software. Presentation by BS&A is in process of being scheduled, hopefully for September 6, 2019 meeting.	City Clerk's Office	Labor costs for data entry.
	Match cemetery records with headstones.	Possibly HDSC	
First 100 biographies of notables underway by Friends of the Museum.	Update Greenwood biographical information for existing tour program, interactive map and online access.	Friends of the Museum	
	Historic headstone inventory and condition assessment/repairs	GCAB Historic District Study Comm. Birmingham Museum Friends of the Museum	
	Alternate Sources of Revenue: Donor programs, Friends of the Cemetery, Benches, Selling Bricks		
	Columbaria		
	Long term financial requirements & scenarios		
	Review Cemetery Management Agreement		
	Maintenance and Landscaping		



MEMORANDUM

City Clerk's Office

DATE: August 9, 2019
TO: Greenwood Cemetery Advisory Board
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: INFORMATIONAL REPORT

Attached is an excerpt from the City Commission minutes of their July 8, 2019 meeting regarding the Rules and Regulations for Section F North.

Excerpt
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

07-182-19 RECOMMENDATION ON AMENDMENT TO RULES AND REGULATIONS REGARDING MONUMENTS IN SECTION F NORTH OF THE GREENWOOD CEMETERY

City Clerk Mynsberge presented the item.

Commissioner Hoff asked if the four monuments in production are replacing flush markers. Ms. Mynsberge said that they could be in some instances, but one in particular is a father and daughter who were recently buried and the monuments are likely planned instead of a flat marker.

In response to Commissioner Harris, City Attorney Currier affirmed that the existing monuments and monument orders would be grandfathered in, and City Clerk Mynsberge reported her staff was unable to locate additional next-of-kin of plot owners.

Mayor Bordman reflected back to 2017 and recalled that information as to why Section F North was flush markers only was not available. City Clerk Mynsberge said no records have been located which would explain why that decision was made. Section F North is the only area that is set aside to be flush.

Commissioner DeWeese said that many Sections of the cemetery have a unique character; specifically, the much discussed Section B. Section F North also has a unique nature and will remain unique even if the resolution is passed. Most people who bought in that Section were aware of the restriction and still chose it. He would be in support of the resolution particularly with the time limit. He also suggested revisiting after the cemetery produces a master plan.

Commissioner Sherman does not see any reason to make a change to the rules, as they exist today when it was previously examined and no one saw any practical reason not to change. He

also noted that there were sculptures and pots in Section F North at the time and maintenance was not an issue.

George Stern, member of the GCAB, has been involved with cemeteries for thirty (30) years and stated that it is common practice to have sections dedicated to monuments and at least one section dedicated to flush markers in most cemeteries. The amount of maintenance is the same. With flush markers, the grass tends to grow over the top of the stone. In early years, cemeteries were a place for city people to go and spend time in a beautiful park like atmosphere. After WWII, flush markers were developed and were quite calming. Around the 1950's flush markers were thought to be more equitable for people who could not afford the elaborate monuments and mausoleums. In the 1960's flush memorials became very popular and memorial gardens were established so that everyone would have absolute equality in burial as well as in life.

Mike Schneider, son of parents buried in Section F North, explained at the time his parents bought their plots they were told that the plots were in a section where all the monuments would be flush with the ground. It was not just a restriction for the purchasers of the plots; it was also a promise to them that their graves would be in a section free of above ground monuments. There are others who have complained about the change in rules. The rule requiring flush markers was an agreement between the City and all of the purchasers of gravesites in that section. Not all purchasers will care, but those who do care, are entitled to have the City hold up its end of that agreement. He is requesting that the Commission reinstate the rule for flush markers only and restore the openness and serenity in Section F North of Greenwood Cemetery. He also asked that the Commission require the above ground monuments that have since been erected there be replaced with flush markers.

Clinton Baller, owner of two plots in Section F North, noted that none of the markers appears to be flush.

Commissioner Hoff expressed that she sympathizes with Mr. Schneider and that his concerns are valid, but the Commission made the decision to allow Mr. Robertson to put a monument in that section and cannot imagine asking him to take it down. She went on to say that she would consider not allowing additional monuments in the future, but it must be discussed and a decision has to be made on how to move forward.

Commissioner Harris echoed Commissioner Hoff's comments and commended Mr. Schneider for honoring his parents with his request and the civility displayed before the City. He also said that he is inclined to maintain the status quo.

Commissioner Nikita concurred with Commissioner Harris's comments. The Commission conducted a full review, made a decision in 2017, and he does not see a valid reason to change the decision.

Commissioner Hoff disagreed and asked that the Commission put themselves in Mr. Schneider's position. While there are only two upright monuments in place, the Commission has a chance to go back and give the families what they were sold and expect from the cemetery. It is an emotional piece, she believes that everyone must be empathetic to the people who have loved ones buried there, and the people who are planning to use Section F North in the future.

Mayor Pro Tem Boutros sympathizes with Mr. Schneider but maintains that no one knows how many people opposed the decision, and did not feel that there was a compelling reason to change.

Mayor Bordman asked if the deed outlined any restrictions for monuments.

Commissioner Sherman referencing a burial certificate for the Robertsons in the packet that indicated, in his opinion, that the rules can be changed.

Margaret Suter, member of the GCAB, indicated that a letter was attached to the Robertson's burial certificate describing the restriction for flush monuments. Commissioner Sherman concurred that there was a letter but expressed that the deed is going to control the agreement not the letter.

Mayor Bordman expressed that this is going to be a hard decision because this Commission does not have the capacity to require that the monuments be replaced. The deed clearly allows for a change in rules.

MOTION: Motion by Commissioner Harris, and seconded by Mayor Pro Tem Boutros:
To maintain the current Greenwood Cemetery Operational Procedures, Conditions and Regulations allowing above ground monuments in Section F North.

Commissioner Hoff expressed that she is not going to support the motion because she thinks the Commission made a mistake; there were options for Mr. Robertson. She feels that the Commission should vote to leave what's there, because it is not appropriate to ask the people to replace their monuments, and move forward with flush markers as declared when the cemetery was founded and promised to the people who purchased in that section.

Mayor Bordman said that she is going to support the resolution because the appearance of that section has already been changed.

VOTE: Yeas, 5
 Nays, 2 (DeWeese, Hoff)