**BIRMINGHAM CITY COMMISSION AGENDA**
**REGULAR MEETING**
**FEBRUARY 24, 2025**
**MUNICIPAL BUILDING, 151 MARTIN**
**7:30 P.M.**

## I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

## II. ROLL CALL

Alexandria Bingham, City Clerk

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

**ANNOUNCEMENTS**

**APPOINTMENTS**

A. Public Arts Board
   1. Jacob Bayer

   To appoint _____ as a regular member to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2028.

   To appoint _____ as an alternate member to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2028.

B. Multi-Modal Transportation Board
   1. Mary Ellen Broderick

   To appoint _____ as an alternate member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire October 27, 2025.

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

## V. CONSENT AGENDA

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

A. Resolution to approve the City Commission workshop meeting minutes of February 10, 2025.

B. Resolution to approve the City Commission regular meeting minutes of February 10, 2025.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated February 13, 2025 in the amount of $3,555,103.25.

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated February 20, 2025 in the amount of $866,915.00.

E. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Farmers Market on Sundays from May 4 – October 26, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

F. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold Birmingham Movie Nights on Friday June 6, July 11, August 8, and September 5, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

G. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Day on the Town event on July 26, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

H. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Cruise Event on August 17, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

I. Resolution to set a public hearing date of March 24, 2025 to consider the Special Land Use Permit Amendment, Final Site Plan & Design Review application for 225 E. Maple, to permit the replacement of the current outdoor dining patio on the via (east) side of the building with an aluminum pergola with roof and enclosure systems.

J. Resolution to revise resolution #12-265-20 to a cost not to exceed $79,885.13.

And make a motion adopting a resolution to approve the appropriation and amendment to the fiscal year 2024-2025 budget as follows:

| | | |
|---|---|---|
| <u>Major Street Fund:</u> | | |
| Revenues: | | |
| Draw from Fund Balance | 202.0-000.000-400.0000 | $4,890.00 |

Expenditures:
Machinery and Equipment 202.0-316.000-971.0100 $4,890.00

K. Resolution to accept the resignation of Bev Erickson from the Museum Board, to thank her for her service and to direct the City Clerk to begin the process of filling the vacancy.

## VI. CITY MANAGER'S REPORT

The City Manager's Report regularly occurs on the second City Commission meeting of the month. Additionally, reports from prior months can be viewed on the City's website bhamgov.org/manager.

A. February 2025 City Manager's Report

## VII. UNFINISHED BUSINESS

A. Presentations on Next and YMCA Programming.

B. Resolution to approve in concept the draft building program for the new Birmingham Community and Senior Center at 400 E. Lincoln.

## VIII. NEW BUSINESS

A. Public Hearing for 111 Henrietta – Brooklyn Pizza – Special Land Use Permit Amendment (Ownership Change)
   1. Resolution to APPROVE the Special Land Use Permit Amendment for 111 Henrietta to transfer ownership and update the Special Land Use Permit to the proposed new owner, 111 Brooklyn Bham, LLC with the following condition:

      1) The applicant must submit an executed Special Land Use Permit Contract to the City.

B. Resolution to approve an agreement with_____ to provide construction management services for the construction of the new Birmingham Community and Senior Center to be located at 400 E. Lincoln in an amount not to exceed $32,000,000 in cost. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101.0-656-000-811.0000.

C. Resolution to approve the proposed design for the Willits and Bates Project by removing the current island as indicated in Exhibit A, include pedestrian enhancement on Willits Street between N. Old Woodward and Maple as indicated in Exhibit B, convert Bates from Maple to Willits to 2 lanes as indicated in Exhibit C, and if truck turning radius movements allow add a bump out at the southeast corner of Willits and Chester intersection as indicated in Exhibit D.

D. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

E. Commission discussion on items from a prior meeting.
   1. Business Recycling Practices
   2. Technology Advisory Board

F. Resolution to meet in closed session to hear a complaint brought by an employee of the City, against the City Manager, and to be apprised of and to evaluate the situation pursuant to MCL § 15.268 Sec. 8(1)(a).

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

## IX. REMOVED FROM CONSENT AGENDA

## X. COMMUNICATIONS

A. Communication received from Pezhman.

## XI. REPORTS

A. Commissioner Reports
   1. Notice of intention to appoint to the Multi Modal Transportation Board
   2. Notice of intention to appoint to the Parks and Recreation Board
   3. Notice of intention to appoint to the Cablecasting Board
   4. Notice of intention to appoint to the Museum Board

B. Commissioner Comments
C. Advisory Boards, Committees, Commissions' Reports and Agendas
D. Legislation
E. City Staff
   1. 2nd Quarter Financial
   2. 2nd Quarter Investment
   3. N. Adams Road Paving Project #12-24(P)
   4. SOCRRA Quarterly Report January 2025
   5. SOCWA Quarterly Report January 2025

INFORMATION ONLY

## XII. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: **https://zoom.us/j/655079760 Meeting ID: 655 079 760**
You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

*NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.*

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

BIRMINGHAM
A WALKABLE CITY

**NOTICE OF INTENTION TO APPOINT TO THE PUBLIC ARTS BOARD**

At the regular meeting of Monday, February 24, 2025 the Birmingham City Commission intends to appoint two regular members to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2028 and one alternate member to serve the remainder of a three-year term to expire January 28, 2028.

Interested citizens may submit an application available at the City Clerk's Office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's Office on or before noon on Wednesday, February 19, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

The objectives of the Public Arts Board are to enrich the City's civic and cultural heritage; to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors; and to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.

Applicant(s) Presented for City Commission Consideration:

| **Applicant Name** | **Qualifications**<br>Members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham. |
|---|---|
| Jacob Bayer | 8-year resident and chair of the Reflections Arts Program at Pierce Elementary. |

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

SUGGESTED ACTION:

To appoint _____ as a regular member to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2028.

To appoint _____ as an alternate member to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2028.

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

BIRMINGHAM
A WALKABLE CITY

Martha Valone <mvalone@bhamgov.org>

# FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#50]

1 message

**'Wufoo' via Clerks Office** <ClerksOffice@bhamgov.org> Wed, Feb 5, 2025 at 9:19 AM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

| | |
|---|---|
| **Board/Committee of Interest** | PUBLIC ARTS BOARD |
| **Specific Category/Vacancy on Board (see below)** | Regular member |
| **Name** | Jacob Bayer |
| **Residential Address** | 371 E Frank St<br>Birmingham, Michigan 48009<br>United States |
| **Business Address** | 566 Ann Street<br>Birmingham, Michigan 48009<br>United States |
| **Phone Number** * | (517) 599-3087 |
| **Email**<br>By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time. | jacobbayer@gmail.com |
| **Length of Residence** | 8 years |
| **Occupation** | Immigration Paralegal |
| **Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.** | Art has always been a part of my life—I've been a photographer and creative for as long as I can remember. I have closely followed the Detroit art scene and even met my wife at an art gallery! I want to be part of a group that shapes the neighborhood. Serving on the Public Arts Board would be a great way to contribute. |
| **List your related employment experience** | I've spent years photographing artists, musicians, and friends. One of my most meaningful accomplishments was being asked to photograph Phife Dawg of A Tribe Called Quest. My photo was later used for the cover of his posthumous album, Forever. |
| **List your related community activities** | I chair the Reflections Arts Program at Pierce Elementary. I hold a yearly membership at MOCAD and Cranbrook Art Museum. |
| **List your related educational experience** | I have no formal art education. |
| **To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or** | N/A |

| | |
|---|---|
| contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain. | |
| Do you currently have a relative serving on the board/committee to which you have applied? | I have no relatives on the board. |
| Are you an elector (registered voter) in the City of Birmingham? * | I am a registered voter in Birmingham. |

# PUBLIC ARTS BOARD

City Code - Chapter 78, Article V
Terms - 3 years
7 regular members - At least 4 members shall be residents of the City of Birmingham. The remaining members may or may not be residents of Birmingham. In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board.
2 alternate members - must meet one of the already established criteria for regular members
Objectives -

- to enrich the City's civic and cultural heritage;
- to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors;
- to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

| Last Name | First Name | Home<br>Business<br>E-Mail | Appointed | Term Expires |
|---|---|---|---|---|
| **Andi**<br>1819 Washington Blvd<br>Birmingham 48009 | **Harris** | (248)765-3202<br>*andi.celeste.harris@gmail.com* | 3/27/2023<br>Regular member | 1/28/2026 |
| **Carey**<br>937 Smith Ave<br>Birmingham 48009 | **Elaine** | (718) 490-9837<br>*ekcarey@gmail.com* | 10/16/2023<br>Alternate member | 1/28/2026 |
| **Graham**<br>884 Knox<br>Birmingham 48009 | **Pam** | (248) 408-6277<br>*pamcracker@gmail.com* | 2/27/2023<br>Regular member | 1/28/2026 |
| **Heller**<br>176 Linden<br>Birmingham 48009 | **Barbara** | (248) 540-1310<br>(313) 833-7834<br>*bheller@dia.org* | 1/28/2002<br>Regular member | 1/28/2027 |

| Last Name<br>Home Address | First Name | Home<br>Business<br>E-Mail | Appointed | Term Expires |
|---|---|---|---|---|
| **Neville**<br>1516 E Melton<br>Birmingham | **Monica**<br>48009 | (248) 321-1776<br>*monica.neville1@gmail.com* | 2/5/2024<br>Regular Member | 1/28/2027 |
| **Vacated** | **1/27/2025** | | Regular member | 1/28/2028 |
| **Vacated** | **1/27/2025** | | Regular member | 1/28/2028 |
| **Vacated** | **10/3/2024** | | Alernate Member | 1/28/2028 |
| **VanGelderen**<br>3795 Loch Bend<br>Commerce Twp. | **Annie**<br>48382 | (248) 408-6132<br>*annievangelderen@bbartcenter.org* | 1/13/2020<br>Artist/major cultural institution | 1/28/2026 |

ARTICLE V. - PUBLIC ARTS BOARD

*Footnotes:*

*--- (**4**) ---*

***Editor's note—** Ord. No. 1773, adopted December 17, 2001, enacted provisions intended for use as §§ 78-100—78-112. To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as §§ 78-101—78-113.*

Sec. 78-101. - Definitions.

*Art, civic* means visual art pertaining to a person, place or event relating to or belonging to a city or municipality.

*Art, public* means one or more pieces of civic, visual or performance art designed specifically for ownership by the public or display on property owned by the public.

*Art, visual* means the conscious production or arrangement of colors, forms or other elements in a manner that affects the human senses in a graphic or plastic medium.

*Competition* means a process established by the public arts board to review specific art work(s) for a specific site, for the purposes of making a recommendation to the public arts board.

*Jury* means an ad hoc committee or individual appointed by the public arts board to review specific art work(s) for the purposes of making a recommendation to the public arts board.

*Performance art* means works of art that create a situation and are conducted for a duration determined by the artist and/or spectator.

*Rules of procedure* means a written description of the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work.

(Ord. No. 1773, 12-17-01)

Sec. 78-102. - Created.

There is hereby created a public arts board for the city. The public arts board is a locally organized board and is not established by any enabling legislation of the state.

(Ord. No. 1773, 12-17-01)

Sec. 78-103. - Composition and terms of members.

The public arts board shall be appointed by the city commission and consists of the city manager and his/her designated representative(s) as nonvoting ex-officio members and seven voting members.

At least four members of the public arts board shall be residents of the city. The remaining members and ex-officio members may or may not be residents of the city.

In so far as possible, the members shall represent a major cultural institution such as Cranbrook Academy and/or the Detroit Institute of Arts, the Birmingham/Bloomfield Arts Council (BBAC), a registered architect of the state, an artist, an art historian and an art consultant. Members of the public arts board may also be members of the design review board, the historic district commission, the parks and recreation board, or the planning board.

The initial members of the public arts board shall be appointed for the following terms: Two for one year, two for two years and three for three years. Thereafter, all such appointments, except to fill vacancies, shall be for a term of three years.

The city commission may appoint two alternate members to serve as needed on the public arts board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the public arts board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the public arts board.

(Ord. No. 1773, 12-17-01; Ord. No. 1884, 7-24-06; Ord. No. 2234, 5-22-17)

Sec. 78-104. - Vacancies.

All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office, shall be for the remainder of the term of office.

(Ord. No. 1773, 12-17-01)

Sec. 78-105. - Compensation.

The members of the public arts board shall serve as such without compensation.

(Ord. No. 1773, 12-17-01)

Sec. 78-106. - Removal.

Members of the public arts board may, after a public hearing, may be removed without cause by a majority vote of the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-107. - Organization and election of officers.

The public arts board shall, from its appointed members, annually elect a chairperson and vice-chairperson whose terms of office shall be fixed by the rules of procedure of the public arts board. The chairperson shall preside over the public arts board and shall have the right to vote. The vice-chairperson shall, in absence, or disability of the chairperson perform the duties of the chairperson and shall have the right to vote. The city manager or his or her authorized representative shall act as secretary of the public arts board, and maintain a record of all of its proceedings.

The public arts board shall, at its first meeting establish the rules of procedure for conducting its business.

(Ord. No. 1773, 12-17-01)

Sec. 78-108. - Meetings and quorum.

The public arts board shall set a time and place for a regular meeting which will be held at least four times annually and shall determine the manner in which special meetings may noticed and held.

All meetings of the public arts board shall be open to the public. Any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the public arts board makes its recommendation to the city commission.

At least four members of the public arts board shall constitute a quorum for the transaction of its business.

The proceedings of each meeting of the public arts board, shall be recorded by the city manager or his or her authorized representative, acting as secretary.

(Ord. No. 1773, 12-17-01)

Sec. 78-109. - Assistance.

The public arts board may call upon the city manager for information and services from the various city departments as it may require. The public arts board may recommend to the city commission the securing of professional and consulting services as it may require, however, no expenditures of funds shall be made or contracts entered into for providing such services unless the same shall first be approved and authorized by the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-110. - Objectives.

To enrich the city's civic and cultural heritage, the public arts board is established to provide a level of expertise and objectivity to recommend to the city commission works of art to become the property of or for display upon property owned by the city.

To promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the city's residents, business owners, employees and visitors and to enhance the city's image both nationally and internationally.

To establish an environment where differing points of view are fostered, expected and celebrated by providing the opportunity for such expression through the display of public art.

(Ord. No. 1773, 12-17-01)

Sec. 78-111. - Duties.

The public arts board shall establish rules of procedure to describe the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work. See section 78-106.

With the exception of art works to be placed in museums or art galleries, the public arts board shall have the responsibility to review all works of art to become the property of or placed upon property owned by the city. See section 78-109.

The public arts board shall have the responsibility to review publicly owned property for the purposes of consideration for the display of public art. The public arts board shall recommend to the city commission the establishment of general guidelines for site selection, maintenance program(s) for ensuring the structural integrity and aesthetic quality of the site and any work of art, including the removal of any work of art.

The public arts board shall have the responsibility to pursue sources of public funding for arts and cultural education, design competitions, special events etc., that may be necessary to advance the objectives of the public arts board. See section 78-109. In fulfilling such duties, the public arts board may seek assistance from city staff, and others for the completion of applications for grants, scholarships and other sources of public funding, including the administration of such funds. See section 78-108. The city may also accept private donations and gifts to advance the goals, objectives and duties of the public arts board. The city manager shall be responsible for the administration of any funds, account or endowments created to accept such gifts or donations and to administer any honorariums or other expenses incurred for the activities of the public arts board including but not limited to juries and design competitions.

It shall also be the responsibility of the public arts board to increase public awareness and promote education of the importance of public art as an enrichment of the quality of life for the residents, business owners, employees and visitors to the city.

The public arts board shall prepare an annual report of its activities, accomplishments and a description of how the public arts board has attempted to achieve its objectives. See section 78-109. This report shall be presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-112. - Review of public art.

The public arts board, within its rules of procedure, as set forth in section 78-106, shall establish its vision statement and processes for the review of public art works. The public arts board may also appoint a jury or hold design competitions for the selection and review of public art works. See section 78-108.

The public arts board shall make a recommendation regarding the proposed public art work to the city commission. However, a positive recommendation shall not be required to advance the proposed artwork for review by the city commission.

In the event that a display and/or installation of civic, public or visual art is proposed on a site that is within the jurisdiction of another board of this city, it shall be reviewed by and reported on by such board before it is presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-113. - Scope of authority.

The public arts board may select and appoint a jury or hold a competition for the review of any public art project as provided for in sections 78-106 and 78-111. The jury or competition held for any public art project shall serve the public arts board as an ad hoc committee for the duration of the project only.

The public arts board is a non-administrative board serving to make recommendations to the city commission but may not assume any legislative or administrative authority in the operation of any city department or publicly owned property, except as specifically provided in this article.

(Ord. No. 1773, 12-17-01)

BIRMINGHAM
A WALKABLE CITY

**NOTICE OF INTENTION TO APPOINT TO THE MULTI-MODAL TRANSPORTATION BOARD**

At the regular meeting of Monday, February 24, 2025, the Birmingham City Commission intends to appoint one alternate member to the Multi-Modal Transportation Board with Urban Planning, Architecture, or Design education/experience to serve the remainder of a three-year term to expire October 27, 2025.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, February 19, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the City and to advise the City Commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven-member board shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the City. Applicants for this position do not have be a qualified elector or property owner in Birmingham.

Applicant(s) Presented for City Commission Consideration:

| **Applicant Name** | **Qualifications**<br>The seven-member board shall be composed of the following:<br>• one pedestrian advocate member<br>• one member with a mobility or vision impairment<br>• one member with traffic-focused education and/or experience<br>• one bicycle advocate member<br>• one member with urban planning, architecture or design education and/or experience<br>• two members at large living in different geographical areas of the City. |
|---|---|
| Mary Ellen Broderick | 35-year resident, and professional communications consultant and adjunct professor at the College for Creative Studies. |

SUGGESTED ACTION:

To appoint _____ as an alternate member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire October 27, 2025.

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

BIRMINGHAM
A WALKABLE CITY

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

# APPLICATION FOR CITY BOARD OR COMMITTEE

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

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities. Applications must be submitted to the city clerk's office at or before noon on the Wednesday prior to the City Commission meeting.

(Please print clearly)

Board/Committee of Interest Multi-Modal Transportation Board

Specific Category/Vacancy on Board (1) pedestrian advocate (2) traffic focused education (see back of this form for information)

Name Mary Ellen Broderick

Residential Address 869 Colonial Ct

Residential City, Zip Birmingham MI 48009

Business Address _____

Business City, Zip _____

Phone 313 319 8825

Email * mary.ellen.johnson7@gmail.com

Length of Residence 35 years

Occupation Comms Consultant

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

Seen/witnessed too many pedestrian uneducated/unaware of "pushing the button" and either run against traffic because they're unaware - this is concerning for all especially kids

List your related employment experience

Created & implemented an ad campaign for Troy Police Dept.

List your related community activities Linden Park daily visitor, Baldwin Public Library Supporter, support local businesses

List your related educational experience I've taught as adjunct professor at CCS (College for Creative Studies) and apply my Liberal Arts Sciences B.A. from U. of Detroit Mercy

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

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

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

Signature of Applicant

January 29, 2025
Date

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

Updated 3/24/2021

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

BIRMINGHAM
A WALKABLE CITY

# MULTI-MODAL TRANSPORTATION BOARD

Chapter 110, Sections 110-26 & 110-27

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the City and to advise the City Commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the City. At least five Board members shall be electors or property owners in the City. The remaining Board members may or may not be electors or property owners in the City.

Term: Three years.

| Last Name / Home Address | First Name | Home / Business / E-Mail | Appointed | Term Expires |
|---|---|---|---|---|
| **Davies**<br>969 Bennaville<br>Birmingham 48009 | **Gordon** | (248)701-5462<br>*gordonhdavies@yahoo.com* | 10/24/2022<br>Regular Member | 3/24/2027 |
| **Doolittle**<br>1305 S. Bates St<br>Birmingham 48009 | **Mark** | (248) 535-0632<br>*mark.j.doolittle@gmail.com* | 10/24/2022<br>Regular Member at large from a different geographical area of city | 3/24/2026 |
| **Engelland**<br>390 Larchlea Drive<br>Birmingham 48009 | **Laura** | (248) 688-7556<br>*ljengelland@gmail.com* | 10/28/2024<br>Regular Member | 3/24/2027 |

| Last Name<br>Home Address | First Name | Home<br>Business<br>E-Mail | Appointed | Term Expires |
|---|---|---|---|---|
| **Hillberg**<br>1853 Fairview<br>Birmingham 48009 | **Patrick** | (248)797-1804<br>*patrick_hillberg@hotmail.com* | 10/24/2022<br>Regular Member | 3/24/2027 |
| **Hocker**<br>898 Pilgrim<br>Birmingham 48009 | **David** | (313) 917-4718<br>*dhocker@globalfacilitiesinc.com* | 11/23/2020<br>Regular member at large/plan experience | 3/24/2025 |
| **Kennedy**<br>1501 Mansfield<br>Birmingham 48009 | **Timothy** | (734) 307-9695<br>*timster56@hotmail.com* | 10/28/2024<br>Alternate | 10/27/2025 |
| **Koul**<br>662 Purdy #103<br>Birmingham 48009 | **Z. Rosie** | (248) 420-0906 | 12/18/2023<br>Regular member-at-large from different geographical areas of the city | 3/24/2025 |
| **Peard**<br>645 Suffield<br>Birmingham 48009 | **Thomas** | (248) 770-7761<br>*thomaspeard@yahoo.com* | 1/13/2020<br>Urban planning /architecture /design | 3/24/2025 |
| **VACATED** | **10/28/2024** | | Alternate | 10/27/2025 |

ARTICLE II. - MULTI-MODAL TRANSPORTATION BOARD

*Footnotes:*
*--- (**2**) ---*
***Editor's note—** Ord. No. 2138, adopted February 10, 2014, amended article II in its entirety to read as herein set out. Formerly, article II pertained to the traffic and safety board, and derived from the Code of 1963, §§ 10.91—10.96.*

Sec. 110-26. - Composition.

(a) The multi-modal transportation board shall consist of nonvoting ex officio members and seven members appointed by the city commission. The nonvoting ex officio members shall be appointed by the city manager. They may include the city engineer, city planner, police chief, or their designated representative, or other representatives as the city manager deems appropriate. Insofar as possible, the city commission shall appoint members as follows:

(1) One pedestrian advocate member;

(2) One member with a mobility or vision impairment;

(3) One member with traffic-focused education and/or experience;

(4) One bicycle advocate member;

(5) One member with urban planning, architecture or design education and/or experience; and

(6) Two members at large living in different geographical areas of the city.

At least five board members shall be electors or property owners in the city. The remaining board members may or may not be electors or property owners in the city.

(b) The city commission may appoint two alternate members to serve as needed on the multi-modal transportation board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the multi-modal transportation board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the multi-modal transportation board.

(Ord. No. 2138, 2-10-14; Ord. No. 2200, 9-12-16; Ord. No. 2203, 10-10-16)

Sec. 110-27. - Terms of members.

Initial members of the multi-modal transportation board shall serve for the following terms: two members shall be appointed for one-year terms, two members shall be appointed for two-year terms, and three members shall be appointed for three-year terms. Thereafter, all appointments, except to fill vacancies, shall be for a term of three years. All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office shall be for the unexpired term.

(Ord. No. 2138, 2-10-14)

Sec. 110-28. - Compensation.

All members of the multi-modal transportation board shall serve without compensation.

(Ord. No. 2138, 2-10-14)

Sec. 110-29. - Organization.

The multi-modal transportation board shall, from its appointed members, elect a chair who shall be the presiding officer of the board, and a vice-chair who shall serve in the absence of the chair. A secretary, who shall keep and maintain the proceedings of the board, shall be appointed by the board. The secretary need not be a member of the board. The terms of office for such officers shall be one year and until their successors have been elected. The ex officio members of the board may not act as the chair or vice-chair but may serve as secretary.

(Ord. No. 2138, 2-10-14)

Sec. 110-30. - Meetings and quorum.

The multi-modal transportation board shall hold meetings at such time and place as may be established by the board. Special meetings may be called by the secretary at the written request of the chair or any three members of the board on at least two days' notice. A quorum for the transaction of business at the regular and special meetings shall be four appointed members and at least one ex officio member or their designated representative.

(Ord. No. 2138, 2-10-14)

Sec. 110-31. - Scope of authority.

The multi-modal transportation board is a non-administrative board serving solely in an advisory capacity. In that capacity the board may make recommendations to the city commission but may not assume any legislative or administrative authority of the city commission or any department or board

established by the city commission except as specifically provided in this chapter. The multi-modal transportation board is not authorized to expend city funds.

(Ord. No. 2138, 2-10-14)

Sec. 110-32. - Purpose and duties.

The purpose of the multi-modal transportation board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the multi-modal transportation plan, including reviewing project phasing and budgeting. In furtherance of its purpose, the board shall endeavor to provide the following:

(1) Advice on the implementation of the city's multi-modal transportation plan to the city commission.

(2) Review of the multi-modal transportation plan to assure that it remains current with citywide multi-modal transportation movements and regional transportation plans and initiatives.

(3) An objective and technical multi-modal evaluation of plans for all road reconstruction and road resurfacing projects, sidewalk and pedestrian crossing projects, intersection or bridge projects, bicycle and transit facility improvement projects.

(4) An objective and technical evaluation of transportation issues brought to the attention of or identified by the board.

(5) An objective and technical evaluation of the transportation plan submitted for proposed development or redevelopment, as referred to the board by the planning board.

(6) An objective and technical multi-modal evaluation of site plans submitted for proposed development or redevelopment, as referred to the board by the planning board.

(7) An objective and technical multi-modal evaluation of any ordinance amendments related to transportation issues, as referred to the board by the planning board or city commission.

(8) The application of accepted transportation engineering practices, multi-modal transportation planning and complete streets practices and national standards, including those published by the American Association of State Highway and Transportation Officials, in solving and preventing transportation problems.

(9) Objective and technical recommendations regarding transportation engineering safety issues to the city commission.

(10) A forum for the voluntary coordination of groups interested in transportation issues.

(11) A forum to review and decide appeals of administrative decisions made by the police department on transportation-related regulatory requests under article VII of this chapter.

(Ord. No. 2138, 2-10-14)

Secs. 110-33—110-55. - Reserved.

**Birmingham City Commission Special Meeting Minutes - Workshop**
**February 10, 2025**
**Municipal Building, 151 Martin**
**5:30 p.m.**
**Vimeo Link: https://vimeo.com/1051017934**

**This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is for the Birmingham Community and Senior Center design team to conduct an Architectural Visual Preference Survey for the property at 400 E. Lincoln.**

## I. Call to Order

Therese Longe, Mayor

## II. Roll Call

Present: Mayor Longe
MPT Baller
Commissioner Emerine
Commissioner Haig
Commissioner Host (arrived 5:32 p.m.)
Commissioner Long

Absent: Commissioner Schafer

Staff: City Manager Ecker; City Clerk Bingham, Assistant City Manager Clemence, Planning Director Dupuis, Assistant City Manager Fairbairn, City Attorney Kucharek, Fire Marshal Scaife, Fire Chief Wells

## III. Presentation and Commission Discussion

### A. Architectural Visual Preference Survey

CM Ecker introduced the item. Jim Scott of Neumann Smith presented the item and answered informational questions from the Commission.

### B. City Commission Discussion and Comment

Commissioners made the following comments during discussion:

- Many of the responses to the survey, such as preferring less exterior illumination, seemed to take the residential context of the building into account.
- The small size of the site necessitated efficiency in the designs.
- The Planning Board's evaluation of the plans would take the residential context into account.
- The longevity of the design, both in terms of aesthetics and materials, was also a factor.

- A smaller-scale entry would be complementary to a residential context.
- Cost for materials, maintenance, and operations will necessarily influence the building style.
- It would be helpful to understand how this exercise would influence the design process. It would be helpful to understand how the weight of the survey participants' opinions and the Commission's might differ.
- Having more discussion about some of the options might be prudent. For instance, while certain designs may have been less popular, the architectural creativity implied by those designs might have more support.
- While each participant weighed in on their overall impression of each design, the process left less room for clarification of which design details may have been more or less popular.
- This process provided some useful beginning information about community preferences.
- There were indications that some very modern, overly traditional, or brick and limestone options were viewed as less appropriate for this context by the community.
- There is no rear to the building so all four sides need to have relatively similar treatments.

## IV. Public Comment

The Mayor answered two informational questions from Miriam Werder.

Rackeline Hoff commented that the number of survey participants was a small number compared to the population of Birmingham and that the architects should use their professional judgement to make appropriate recommendations for the design.

David Levinson commented that some of the design choices would be contingent on the building scale and orientation on the site, and that he was disappointed this project would not be exclusively a senior center.

Cynthia Yates commented that light pollution should be avoided.

Harvey Bell commented that sustainability, resilience, maintenance, function, energy use, and budget should be considerations ahead of form and context for this building.

Gordon Davies said the presentation would have been more informative if all of the building examples were more similar in size to what might be on the site.

Mike Clift commented that the revised plans to retain the YMCA while also having a senior center use was appropriate.

Kristy Barrett commented that this project should be discussed earlier in the evening on all agendas, that this project should be approached more methodically, and that looking at the design was premature when questions remained about parking, programming validation, and fair funding options.

## V. Adjourn

The meeting was adjourned at 7:00 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

**Birmingham City Commission Minutes**
**February 10, 2025**
**Municipal Building, 151 Martin**
**7:30 p.m.**
**Vimeo Link: https://vimeo.com/1051017934**

## I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

## II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor Longe
MPT Baller
Commissioner Emerine
Commissioner Haig
Commissioner Host
Commissioner Long

Absent: Commissioner Schafer

Staff: City Manager Ecker; Birmingham Shopping District Director Bassett, City Clerk Bingham, Assistant City Manager Clemence, Planning Director Dupuis, Assistant City Manager Fairbairn, Police Chief Grewe, City Attorney Kucharek, Fire Marshal Scaife, Fire Chief Wells

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

**Announcements**
**Appointments**

**Planning Board**

It was Commission consensus to wait five weeks until the expiration of the present vacancy in order to appoint for a longer term and to possibly attract a wider pool of applicants.

**Multi Modal Transportation Board**

It was Commission consensus to postpone consideration of this appointment to a future meeting given Mary Ellen Broderick's absence and her status as a new applicant.

**02-023-25 2025 Student Appointments to City Boards and Committees**

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Commissioners encouraged the students to attend and actively participate on their boards.

**MOTION:** Motion by Long:
To make a motion to appoint the following students as non-voting student members for the calendar year 2025:

| | |
|---|---|
| • Penelope Graves | Environmental Sustainability Committee |
| • Abishek Thota | Environmental Sustainability Committee |
| • Mercy Wisecup | Museum Board |
| • Jack Bassett | Parks and Recreation Board |
| • Abigail Murphy | Parks and Recreation Board |
| • Carter Anderson | Planning Board |
| • Olivia Betanzos | Planning Board |

VOICE VOTE: Ayes, MPT Baller
Commissioner Emerine
Commissioner Host
Commissioner Haig
Mayor Longe
Commissioner Long

Nays, None

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

## V. CONSENT AGENDA

**02-024-25 Consent Agenda**

**MOTION:** Motion by Long, seconded by Haig:
To approve the Consent Agenda.

ROLL CALL VOTE: Ayes, MPT Baller
Commissioner Emerine
Commissioner Host
Commissioner Haig
Mayor Longe
Commissioner Long

Nays, None

A. Resolution to approve the City Commission Long Range Planning meeting minutes of January 25, 2025.

B. Resolution to approve the City Commission regular meeting minutes of January 27, 2025.

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C. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 30, 2025 in the amount of $3,785,681.25.

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated February 5, 2025 in the amount of $961,055.42.

E. Resolution to approve a Special Event permit as requested by the Huntington's Disease Society of America to hold Yoga in the Park on June 21, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

## VI. CITY MANAGER'S REPORT

## VII. UNFINISHED BUSINESS

## VIII. NEW BUSINESS

**02-025-25 Public Hearing for 34244 Woodward – Bistro Joes– Special Land Use Permit Amendment (Ownership Change) Liquor License - 2024 Review & 2025 Renewal**

Mayor Longe opened the public hearing at 7:40 p.m.

PD Dupuis presented the item. Deni Bozinovski spoke on behalf of the item.

Seeing no public comment, the Mayor closed the public hearing at 7:43 p.m.

PD Dupuis, FM Scaife, and PC Grewe answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- Bistro Joe's is being sold to a new owner, but it is not isolated from Papa Joe's. This raises concerns about how violations in one establishment or the other would be distinguished and enforced.
- The operators of Bistro Joe's should be aware that no extra seating from other parts of the facility are available for Bistro Joe's use.
- It will be valuable to have the doors to Bistro Joe's and Papa Joe's clearly separated and marked now that there will be different ownership for each establishment.
- If the City sends notice to operators in Birmingham, the City expects a timely and appropriate response to that notice.
- In 2021 and 2022 the former operators of Bistro Joe's were required to pay fines.
- This operator has had several instances of failing to provide proof of successful completion of an alcohol server training program at their other establishments.
- Every establishment providing alcohol service in Birmingham is expected to complete the required training.

- Birmingham has not had much experience with operators with this many liquor licenses as Birmingham tends to attract and retain smaller operations. This raises some concern since the owners would not be on-site, and there have been some issues with other establishments' managers not being sufficiently trained in the past.
- Commissioners encouraged Mr. Bozinovski to have Bistro Joe's on-site manager develop a working relationship with City staff in order to deal with issues proactively, rather than reactively.
- Significant changes to the operation of Bistro Joe's would require a re-opening of the SLUP.
- Outdoor dining has time-limited requirements.
- It would be educational for Mr. Bozinovski to stay for the next agenda item, '2024 Liquor License Establishment Review and Consideration for 2025 License Renewal'.

**MOTION:** Motion by Long, seconded by Host:
To approve the Special Land Use Permit Amendment for 34244 Woodward to transfer ownership and update the Special Land Use Permit to the proposed new owner, M&D Woodward, LLC.

AND

To authorize the City Clerk to complete the Local Approval Notice at the request of M&D Woodward LLC, to approve the request for a transfer of ownership of the Class C liquor license, with Sunday sales from Papa Joe's Birmingham LLC, to M&D Woodward LLC, which will still be located at 34244 Woodward Avenue, Birmingham, Oakland County, MI.

ROLL CALL VOTE: Ayes, Mayor Longe
MPT Baller
Commissioner Emerine
Commissioner Host
Commissioner Haig
Commissioner Long

Nays, None

**02-026-25 2024 Liquor License Establishment Review and Consideration for 2025 License Renewal**

CC Bingham presented the item and staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:
- Weekend evenings at Zana have raised some public safety concerns.
- Previous establishments at 210 S Old Woodward, Zana's present location, have had to depart Birmingham. Safety is a significant priority for Birmingham residents, and safety concerns are not likely to be tolerated.
- It was useful to understand that, per the Police Chief, the issues at Zana do not compare in frequency or severity to the issues faced by some past establishments. The Police Department and Zana are also actively working together to address these issues.

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- It was important to note that the issues at Zana tend to be isolated, that Zana is the largest facility of this type in the City, and that a number of other establishments in Birmingham have also required a police response for similar issues.
- 220 Merrill and Zana were specifically recommended for public hearings due to their overcapacity violations. Public hearings are a useful way to have conversations with owners and to discuss the potential SLUP implications.
- Zana has had SLUP issues two years in a row.
- In order to select successful businesses that reflect the Birmingham context, the Commission should have the necessary regulatory tools at its disposal.
- Further discussion regarding Zana and 220 Merrill should occur at the proposed public hearings.

**MOTION:** Motion by Host, seconded by Emerine:
To approve the renewal of liquor licenses for the 2025 licensing period for the following establishments holding a Class B, Class C, or Microbrewery Liquor License that are in compliance with Chapter 10, Alcoholic Liquors of the City Code:

- Adachi
- Birmingham Pub
- Churchills Bistro
- Employee Meal
- Griffin Claw
- Lincoln Hills
- Salvatore Scallopini
- Sushi Japan
- Toast
- Wilder's
- All Seasons
- Bistro Joe's
- Birmingham 8
- Community House
- Emagine Palladium
- Hazel Ravines
- Luxe Bar and Grille
- Sidecar/Slice/Shift
- Tallulah
- Townhouse
- Bella Piatti, LLC
- Brooklyn Pizza
- Dick O'Dows
- Fleming's
- Hyde Park
- Market North End
- Lincoln Yard
- Springdale
- Daxton Hotel
- Townsend Hotel
- Bell Bistro
- Casa Pernoi
- Elies Mediterranean
- Forest Grill
- La Strada
- Phoenicia
- Streetside Seafood
- Social Kitchen
- Terra Kitchen
- Whistlestop

And

To make a motion adopting a resolution to set public hearings on Monday, March 10, 2025 to consider whether the City Commission shall file objections with the Michigan Liquor Control Commission for the renewal of licenses held by the following establishments that are in violation of Chapter 10, Alcoholic Liquors of the City Code:

- 220 Merrill
- Zana

And

Further, to direct the City Manager to notify the owners and operators of licensed establishments for which a public hearing is set via first class certified mail, to inform them of the public hearing date set for March 10, 2025 at 7:30 p.m. and inform them that they may submit any written material for consideration by the City Commission prior to or at the time of the public hearing, that the licensee or counsel of licensee may appear at the hearing in person or via zoom, and that the licensee or counsel of licensee may present witnesses or written evidence for the City Commission to consider at the public hearing.

Commissioner comments regarding the motion were as follows:

- The Planning Department received thanks for the fact that there were no bistro violations to note.
- The Police and Fire Departments' reports were valuable for indicating that 220 Merrill and Zana required public hearings.

ROLL CALL VOTE: Ayes, Mayor Longe
MPT Baller
Commissioner Emerine
Commissioner Host
Commissioner Haig
Commissioner Long

Nays, None

**02-027-25 Updated Birmingham Community and Senior Center Vision, Goals and Objectives**

CM Ecker presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- This item is a vision, set of goals, and set of objectives, not a list of guarantees. These changes were recommended by the SCC.
- This process is proceeding too quickly, and that can be demonstrated by concurrent requests for approval of this item and of the project's space program proposal.
- Cost concerns remain.
- This project should have only one entrance, and the signage should say 'Birmingham Community Center'. Having two or more entrances seems to indicate that the project's proposed uses have not yet been made complementary.
- Alternatively, this process is proceeding at an appropriate pace. The project is moving forward constructively and appropriately. This item was formulated months ago, and this request for approval only pertains to revisions in order to align with the project's evolution.
- This project will be beneficial, and remains appropriate to pursue.
- Objective one should emphasize that the participating surrounding communities will also support this project. Written commitments from said communities to that effect are necessary.

**MOTION:** Motion by Long, seconded by Haig:
To approve the updated Birmingham Community and Senior Center Vision, Goals and Objectives, with the addition of the word 'participating' in the implementation strategy paragraph, after 'and' and before 'surrounding'.

Public Comment
Paul Reagan supported studying whether there are better options to meet the needs of seniors in the participating communities, and opposed the project as presently proposed.

George Dilgard supported the project and commented that the cost to residents would be approximately $212 per year.

VOICE VOTE: Ayes, Mayor Longe
Commissioner Emerine
Commissioner Haig
Commissioner Long

Nays, Commissioner Host
MPT Baller

**Draft Building Program for the New Birmingham Community And Senior Center at 400 E. Lincoln.**

Jim Scott of Neumann Smith presented the item. Mr. Scott, CM Ecker, and Brian Deming, the City's owner's representative from KMG, answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- The presented 'schedule' is not actually a schedule, but an architect's tool for ensuring that sufficient space would be available in the building for all the necessary programs. No programming is being proposed of or approved in this specific presentation.
- This proposal would be at the upper range of building size approved by the Commission. Prior Commission direction was to aim for a building closer to 44,500 square feet than 49,000 square feet. Any reduction from the presently recommended square footage would be welcomed.
- It would also be necessary to ensure that this building retains the necessary square footage to allow Next and the YMCA to function appropriately and profitably.
- This would fit everything requested by Next, the YMCA, and the community.
- Pickleball may be unnecessary to include in this building because the local market has so many other options for the sport.
- Other local options for pickleball may have a much higher cost of entry.
- There are still likely efficiencies to be gained in the space planning.
- The kitchen makes the adjacent rooms more rentable, in addition to offering a space for Meals on Wheels to operate out of.
- The kitchen may be larger than necessary. This presently proposed kitchen space would be double the size required for bistros in the City.
- It might be possible to reduce the sizes of the administrative area and support lobby.
- Some of the listed programs happen at intervals other than weekly. It would be necessary to know how the varying intervals could change the necessary space.
- There may be a difference between Next's current weekly programming hours and Next's weekly programming hours as estimated in this program.
- Commissioners are responsible for checking the data and validating this proposal.
- It should be possible for Next members to use the general fitness room exclusively during certain hours instead of having a dedicated 1500 square foot fitness room.
- A member of the public commented at a recent SCC meeting that referring to these programming goals as 'wishlists' is inaccurate. It would be more accurate to say that these are presently unmet needs within the community, and that Next and the YMCA would be able to meet these needs through this new facility.

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- Next and the YMCA should each aim to focus their programming on their specific strengths.
- Next and the YMCA should each do a collaborative 10-15 minute presentation at an upcoming Commission meeting to discuss the broad range of what each organization offers the community. The presentations should include:
    - Information about collaboration between the YMCA and other organizations, and instances of the YMCA being located in a municipally-owned facility;
    - How often programming for both organizations is maximally attended or sold out;
    - How registration for programs works in each respective organization; and,
    - Some of the presently unmet community needs that could be met in this new facility.
- It might be possible to reduce the size of the facility by making a number of rooms a bit smaller.
- Once the programming estimates are validated, the Commission may be able to give better direction on possible space reductions.
- It is necessary to provide value to the community at large.
- Once a construction manager is hired, they will be able to provide the most accurate estimates regarding the likely costs.
- The City Manager and Mr. Deming are representing the City's interests in this process. It would be appropriate for them to collaborate with the Commission on program validation.
- The Commission is prioritizing doing this process carefully and correctly.
- There was consensus to take no action on this motion so that the program can be validated and further efforts can be made to reduce the size of the building without harming Next or the YMCA's business operations.
- Both Next and the YMCA should be investigating other spaces where some of their programming could be located, as appropriate.

Public Comment

Kristy Barrett commented that the programming estimates should be independently audited.

Cris Braun, Executive Director of Next, commented on Next's programming estimates and on how Next's members differ from the YMCA's.

Parrish Underwood, President and CEO of the YMCA of Metropolitan Detroit, also commented on how Next's members are likely to differ from the YMCA's.

**02-028-25 Sustainability and Climate Action Special Revenue Fund**

PD Dupuis presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- This funding could help the City procure further funding for sustainability efforts.
- Many other present City boards have line items within departmental budgets. This would allow the newly established sustainability committee to be comparably resourced.

**MOTION:** Motion by Baller, seconded by Long:



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To establish a Sustainability and Climate Action Special Revenue Fund to house funds dedicated towards sustainability and climate action projects and further, to approve the appropriations and amendment to the General Fund budget as follows:

| | | |
|---|---|---|
| General Fund | | |
| Revenues | | |
| Draw from Fund Balance | 101.0-000.000-400.0000 | $10,000 |
| Expenditures | | |
| Transfers Out | 101.0-999.000-995.0230 | $10,000 |
| | | |
| Sustainability & Climate Action Fund | | |
| Revenues | | |
| Transfer from General Fund | 230.0-000.000-699.0101 | $10,000 |
| Draw from Fund Balance | 230.0-000.000-400.0000 | ($10,000) |
| Total | | $0 |

Commissioners raised the following points during discussion of the motion:

- One Commissioner expressed approval of PD Dupuis.
- Another noted that the prior comment was somewhat personal.

ROLL CALL VOTE: Ayes, Commissioner Host
MPT Baller
Mayor Longe
Commissioner Emerine
Commissioner Haig
Commissioner Long

Nays, None

**Commission Items for Future Discussion**

Commissioner Host made a motion to expedite security improvements for the Police Department. No vote was taken once it was noted that these improvements were being included in the upcoming fiscal year's budget.

**Commission Discussion On Items From A Prior Meeting**

1. Business Recycling Practices

This item was postponed in Commissioner Schafer's absence.

2. Technology Advisory Board

This item was postponed at MPT Baller's request.

## IV. REMOVED FROM CONSENT AGENDA

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## X. COMMUNICATIONS

## XI. REPORTS

A. Commissioner Reports
    1. Notice of intention to appoint to the Architectural Review Committee
    2. Notice of intention to appoint to the Planning Board
B. Commissioner Comments

The Mayor asked Birmingham staff to formally request regular updates from the City of Royal Oak regarding the potential Sheetz project at 14 Mile and Coolidge.

Commissioner Haig asked that any external consultants be instructed to inform the City if said consultants have performed any similar studies, six months prior to the date of hire by the City, for any municipalities within a distance to be determined.

Commissioner Host commended LD Craft and all residents involved in holding a recent musical event at the Baldwin Library. He suggested that similar events could be held for community engagement in the future.

The Mayor said she was a judge at the Birmingham Youth Assistance's Dog Show, and praised the event as another example of successful community outreach.

The Mayor also noted the recent passing of long-time Oakland County Commissioner Shelley Taub, who the Mayor described as deeply involved in supporting youth and Birmingham Youth Assistance.

C. Advisory Boards, Committees, Commissions' Reports and Agendas
D. Legislation
E. City Staff

INFORMATION ONLY

## XII. ADJOURN

The Commission motioned to adjourn at 10:36 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

DRAFT

# City of Birmingham
# Warrant List Dated 02/13/2025

| Check Number | Early Release | Vendor # | Vendor | Amount |
|---|---|---|---|---|
| PAPER CHECK | | | | |
| 302172 | | 005430 | 21ST CENTURY MEDIA- MICHIGAN | 753.00 |
| 302173 | * | 008561 | ACTION FENCE OF MICHIGAN INC | 11,324.00 |
| 302174 | * | 007266 | AETNA BEHAVIORAL HEALTH LLC | 579.09 |
| 302175 | | 003431 | AIS CONSTRUCTION CO | 2,957.82 |
| 302176 | | 009202 | AQUARIUM DESIGN INC | 240.00 |
| 302177 | * | 006759 | AT&T | 70.00 |
| 302178 | * | 009294 | AUDACY OPERATIONS, INC. | 2,099.99 |
| 302179 | * | MISC | BEVERLY HILLS LIONS CLUB | 835.11 |
| 302180 | | 002231 | BILLINGS LAWN EQUIPMENT INC. | 436.36 |
| 302181 | * | 008686 | BIRMINGHAM EDUCATION FOUNDATION | 1,252.66 |
| 302182 | | 000524 | BIRMINGHAM LOCKSMITH INC | 61.98 |
| 302183 | | 003526 | BOUND TREE MEDICAL, LLC | 2,401.83 |
| 302184 | * | 007359 | BRADY INDUSTRIES | 454.05 |
| 302185 | * | 009078 | CANON SOLUTIONS AMERICA INC | 332.77 |
| 302186 | | MISC | CARE HOUSE OF OAKLAND COUNTY | 417.55 |
| 302187 | | 009562 | EGLE | 3,000.00 |
| 302188 | | 008959 | CASS COLLISION CLAWSON, INC | 11,811.38 |
| 302189 | * | 000444 | CDW GOVERNMENT INC | 12,006.77 |
| 302190 | | 000902 | CENGAGE LEARNING INC | 39.98 |
| 302191 | | 008582 | CORE & MAIN LP | 1,078.53 |
| 302192 | * | 009815 | CULLIGAN OF ANN ARBOR/DETROIT | 28.29 |
| 302193 | * | 010014 | DALMATIAN FIRE EQUIPMENT LLC | 2,190.00 |
| 302194 | | 000233 | DEAN SELLERS | 1,394.20 |
| 302195 | | 005318 | DEWOLF & ASSOCIATES, LLC | 1,785.00 |
| 302196 | * | 000179 | DTE ENERGY | 3,002.65 |
| 302197 | * | 000179 | DTE ENERGY | 17.65 |
| 302198 | * | 000179 | DTE ENERGY | 1,638.91 |
| 302199 | * | 000179 | DTE ENERGY | 49.61 |
| 302200 | * | 000179 | DTE ENERGY | 172.38 |
| 302201 | * | 000179 | DTE ENERGY | 77.46 |
| 302202 | * | 000179 | DTE ENERGY | 50.62 |
| 302203 | * | 000179 | DTE ENERGY | 626.44 |
| 302204 | * | 000179 | DTE ENERGY | 80.03 |
| 302205 | * | 000179 | DTE ENERGY | 20.67 |
| 302206 | * | 000179 | DTE ENERGY | 177.10 |
| 302207 | * | 000179 | DTE ENERGY | 112.13 |
| 302208 | * | 000179 | DTE ENERGY | 195.41 |
| 302209 | * | 000179 | DTE ENERGY | 2,537.72 |
| 302210 | * | 000179 | DTE ENERGY | 231.61 |
| 302211 | * | 000179 | DTE ENERGY | 84.78 |
| 302212 | * | 000179 | DTE ENERGY | 2,812.20 |
| 302213 | * | 000179 | DTE ENERGY | 441.27 |

# City of Birmingham
# Warrant List Dated 02/13/2025

| Check Number | Early Release | Vendor # | Vendor | Amount |
|---|---|---|---|---|
| 302214 | * | 000179 | DTE ENERGY | 134.62 |
| 302215 | * | 000179 | DTE ENERGY | 18.04 |
| 302216 | * | 000179 | DTE ENERGY | 880.11 |
| 302217 | * | 000179 | DTE ENERGY | 542.45 |
| 302218 | * | 007505 | EAGLE LANDSCAPING & SUPPLY | 108.00 |
| 302219 | | 001495 | ETNA SUPPLY | 2,515.00 |
| 302220 | * | 009981 | GEOCENTRIC LLC | 3,200.00 |
| 302221 | * | 004604 | GORDON FOOD | 410.04 |
| 302222 | | 009807 | GRAND ARBOR SUPPLY | 71.68 |
| 302223 | * | 010012 | GROSS WEATHER LLC | 3,000.00 |
| 302224 | * | 000726 | GUARDIAN ALARM | 305.12 |
| 302225 | * | 000726 | GUARDIAN ALARM | 305.12 |
| 302226 | * | 000726 | GUARDIAN ALARM | 305.12 |
| 302227 | * | 000726 | GUARDIAN ALARM | 324.89 |
| 302228 | * | 006554 | H & P PROTECTIVE SERVICES, INC. | 1,652.40 |
| 302229 | | 005959 | H2O COMPLIANCE SERVICE INC | 1,887.70 |
| 302230 | | 001447 | HALT FIRE INC | 769.20 |
| 302231 | * | 001956 | HOME DEPOT CREDIT SERVICES | 2,559.40 |
| 302232 | * | 009563 | HOWIES HOCKEY INC | 81.58 |
| 302233 | * | 009551 | INTERMEDIA. NET INC | 809.33 |
| 302234 | | 006521 | INTERSTATE BILLING SERVICE INC | 1,942.60 |
| 302235 | * | 000362 | KROGER COMPANY | 86.95 |
| 302236 | * | 008746 | MACOMB COUNTY FRIEND OF THE COURT | 1,773.00 |
| 302237 | * | 000369 | MCMI | 1,506.75 |
| 302238 | * | MISC | MICAH 6 COMMUNITY | 835.11 |
| 302239 | * | 009251 | MICHIGAN RADIO NPR | 1,500.00 |
| 302240 | | 006349 | MIDWEST COLLABORATIVE | 300.00 |
| 302241 | | 002013 | MIDWEST TAPE | 266.94 |
| 302242 | | 000230 | MIKE SAVOIE CHEVROLET INC | 1,884.73 |
| 302243 | | 007163 | MOBILE HEALTH RESOURCES | 3,146.91 |
| 302244 | | 004827 | NICK'S MAINTENANCE SERVICE | 10,800.00 |
| 302244 | * | 004827 | NICK'S MAINTENANCE SERVICE | 21,400.00 |
| 302245 | * | 000919 | OAKLAND COUNTY TREASURER-CASH ACCTG | 4,484.25 |
| 302246 | * | 000919 | OAKLAND COUNTY TREASURER-CASH ACCTG | 3,559.69 |
| 302247 | * | 009478 | ODP BUSINESS SOLUTIONS, LLC | 38.93 |
| 302248 | * | MISC | PETER RUBY | 270.00 |
| 302249 | * | 009367 | PRECISION PLUMBING | 2,750.00 |
| 302250 | | 009951 | PRINTMASTERS | 150.70 |
| 302251 | * | 006625 | PTS COMMUNICATIONS, INC | 85.80 |
| 302252 | | 000218 | ROYAL OAK P.D.Q. LLC | 196.05 |
| 302253 | * | 002314 | SOUTHEASTERN MICHIGAN ASSOCIATION | 40.00 |
| 302254 | | 000758 | SCHOOLCRAFT COLLEGE | 750.00 |
| 302255 | * | 009997 | SMARTPACK USA | 354.75 |

# City of Birmingham
# Warrant List Dated 02/13/2025

| Check Number | Early Release | Vendor # | Vendor | Amount |
|---|---|---|---|---|
| 302256 | * | 009964 | STAGE2 DATA INC. | 1,491.84 |
| 302257 | * | 006895 | STATE OF MICHIGAN | 200.00 |
| 302258 | * | 008287 | SUNBELT RENTALS INC | 21,901.20 |
| 302259 | | 007408 | T-MOBILE | 725.56 |
| 302260 | * | 001076 | TAYLOR FREEZER OF MICH INC | 325.00 |
| 302261 | | 009604 | THE DETROIT JEWISH NEWS FOUNDATION | 85.00 |
| 302262 | | 000275 | TIRE WHOLESALERS CO INC | 400.12 |
| 302263 | | 008339 | TRANSPORTATION IMPROVEMENT ASSOC. | 8,548.00 |
| 302264 | * | 004379 | TURNER SANITATION, INC | 690.00 |
| 302265 | * | 008941 | UPTOWN MARKET OF BIRMINGHAM | 105.20 |
| 302266 | * | 001279 | US FIGURE SKATING ASSOC. | 52.50 |
| 302267 | * | 000158 | VERIZON WIRELESS | 103.39 |
| 302268 | * | 000158 | VERIZON WIRELESS | 1,267.36 |
| 302269 | * | 000158 | VERIZON WIRELESS | 152.13 |
| 302270 | | 006491 | VILLAGE AUTOMOTIVE INC | 199.74 |
| 302271 | * | 009637 | VISIT DETROIT | 500.00 |
| 302272 | * | 008986 | RANDYL LEE WAGNER | 450.00 |
| 302273 | * | 003932 | WDIV/TV4 | 1,750.00 |
| 302274 | * | 006863 | WXYZ/TV 7 | 2,276.59 |
| 302275 | * | 010010 | ZOHO CORPORATION | 2,243.00 |
| | | | SUBTOTAL PAPER CHECK | $191,348.59 |
| ACH TRANSACTION | | | | |
| 12616 | * | 001797 | ALLEGRA MARKETING, PRINT, MAIL | 470.66 |
| 12617 | * | 001357 | ART/DESIGN GROUP LTD | 578.50 |
| 12618 | * | 009358 | BEASLEY MEDIA GROUP, LLC | 5,500.00 |
| 12619 | * | 000517 | BEIER HOWLETT P.C. | 49.50 |
| 12620 | | 008840 | BIRMINGHAM PUBLIC SCHOOLS-TAXES | 1,812,060.26 |
| 12621 | | 009183 | BOB ADAMS TOWING | 216.35 |
| 12622 | | 008545 | JAIMI BROOK | 95.61 |
| 12623 | * | 009122 | CLAIRE CHUNG | 350.75 |
| 12624 | | 000605 | CINTAS CORPORATION | 323.21 |
| 12625 | | 000605 | CINTAS CORPORATION | 45.04 |
| 12626 | * | 009540 | CIVICPLUS, LLC | 3,016.59 |
| 12627 | | 001750 | COMERICA BANK | 1,378.75 |
| 12627 | | 001750 | COMERICA BANK | 299,286.93 |
| 12628 | | 003176 | COMERICA BANK - RHC | 842.25 |
| 12628 | | 003176 | COMERICA BANK - RHC | 101,230.18 |
| 12629 | | 002668 | CONTRACTORS CLOTHING CO | 1,247.14 |
| 12630 | * | 009557 | ZECO, LLC | 330.00 |
| 12631 | * | 009998 | EMME KRAMER | 320.00 |
| 12632 | | 009916 | FASTFIELD, INC. | 83.95 |
| 12633 | * | 001230 | FIRE SYSTEMS OF MICHIGAN LLC | 2,199.02 |
| 12634 | * | 007314 | FLEIS AND VANDENBRINK ENG. INC | 2,532.25 |

# City of Birmingham
# Warrant List Dated 02/13/2025

| Check Number | Early Release | Vendor # | Vendor | Amount |
|---|---|---|---|---|
| 12635 | * | 009387 | FRAIBERG & PERNIE PLLC | 6,713.54 |
| 12636 | * | 000243 | GRAINGER | 2,060.53 |
| 12637 | | 008293 | GRAINGER, INC | 1,064.70 |
| 12638 | * | 003824 | THOMAS I. HUGHES | 25.00 |
| 12639 | | 000948 | HYDROCORP | 1,429.00 |
| 12640 | * | 008851 | INSIGHT INVESTMENT | 8,396.57 |
| 12641 | | 000261 | J.H. HART URBAN FORESTRY | 12,886.69 |
| 12642 | * | 009482 | JAMIL KIM | 1,600.00 |
| 12643 | * | 009249 | JCC CREATIVE LLC | 500.00 |
| 12644 | * | 003458 | JOE'S AUTO PARTS, INC. | 2,298.29 |
| 12645 | * | 009900 | KRAMER MANAGEMENT GROUP, INC. | 19,000.00 |
| 12646 | * | 005550 | LEE & ASSOCIATES CO., INC. | 1,234.58 |
| 12647 | | 009864 | M.E. SIMPSON COMPANY INC | 14,121.00 |
| 12648 | * | 009555 | STEVEN MCINERNEY | 25.00 |
| 12649 | * | 002631 | METRO PARENT PUBLISHING GROUP | 750.00 |
| 12650 | | 002013 | MIDWEST TAPE | 228.12 |
| 12651 | * | 009242 | MILES PARTNERSHIP LLLP | 1,430.00 |
| 12652 | * | 001194 | NELSON BROTHERS SEWER | 441.00 |
| 12653 | | 007755 | NETWORK SERVICES COMPANY | 1,354.50 |
| 12654 | * | 006359 | NYE UNIFORM COMPANY | 1,617.50 |
| 12655 | * | 008843 | OAKLAND COUNTY TREASURER- TAX PYMNT | 763,123.40 |
| 12656 | * | 005688 | PEGASUS ENTERTAINMENT INC | 7,973.00 |
| 12657 | * | 001753 | PEPSI COLA | 1,016.49 |
| 12658 | * | 005344 | RESERVE ACCOUNT | 8,000.00 |
| 12659 | * | 000478 | ROAD COMM FOR OAKLAND CO | 1,605.12 |
| 12660 | * | 009939 | RYAN KATZ | 34.42 |
| 12661 | * | 003785 | SIGNS-N-DESIGNS INC | 3,928.00 |
| 12662 | | 000254 | SOCRRA | 88,506.00 |
| 12663 | * | 001097 | SOCWA | 169,218.10 |
| 12664 | * | 009266 | US SIGNAL COMPANY LLC | 7,239.88 |
| 12665 | * | 000969 | VIGILANTE SECURITY INC | 220.50 |
| 12666 | * | 007278 | WHITLOCK BUSINESS SYSTEMS, INC. | 3,556.79 |
| | | | SUBTOTAL ACH TRANSACTION | $3,363,754.66 |

# City of Birmingham
# Warrant List Dated 02/13/2025

Meeting of 02/24/2025

| Check Number | Early Release | Vendor # | Vendor | Amount |
|---|---|---|---|---|
| | | | GRAND TOTAL | $3,555,103.25 |

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

Mark Gerber
Finance Director/ Treasurer

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

# City of Birmingham
# Warrant List Dated 02/20/2025

| Check Number | Early Release | Vendor # | Vendor | Amount |
|---|---|---|---|---|
| PAPER CHECK | | | | |
| 302276 | * | 009993 | 176 KEYS DUELING PIANOS SHOW, LLC | 1,800.00 |
| 302277 | * | 005430 | 21ST CENTURY MEDIA- MICHIGAN | 2,415.00 |
| 302278 | * | 000855 | 48TH DISTRICT COURT | 750.00 |
| 302279 | * | 009346 | ACCUFORM PRINTING & GRAPHICS, INC | 790.00 |
| 302280 | * | 007037 | ACME PARTYWORKS | 2,485.00 |
| 302281 | | BDREFUND | ALL AMERICAN REMODELING & CONSTRUCT | 200.00 |
| 302282 | * | 010016 | AMERICAN SECURITY CABINETS, LLC | 1,313.33 |
| 302283 | | 000167 | ANDERSON ECKSTEIN WESTRICK INC | 19,904.20 |
| 302284 | | BDREFUND | AVALON CONSTRUCTION LLC | 200.00 |
| 302285 | | 009609 | BALIAN LEGAL, PLC | 1,262.50 |
| 302286 | | 003526 | BOUND TREE MEDICAL, LLC | 1,738.89 |
| 302287 | | BDREFUND | BRENNAN ELECTRICAL CONTRACTORS | 20.00 |
| 302288 | | BDREFUND | CHAD BUCHANAN | 200.00 |
| 302289 | * | 000627 | CONSUMERS ENERGY | 2,464.02 |
| 302290 | | 008512 | COOL THREADS EMBROIDERY | 171.98 |
| 302291 | * | 009656 | CORBIN DESIGN, INC | 475.00 |
| 302292 | * | TAXMISC | CRANBROOK ASSOCIATES INC | 14.71 |
| 302293 | * | 010014 | DALMATIAN FIRE EQUIPMENT LLC | 1,005.00 |
| 302294 | | 000575 | DEMCO, INC | 415.37 |
| 302295 | | UBREFUND | DIANE M MCSHANE | 480.00 |
| 302296 | * | 000179 | DTE ENERGY | 251.10 |
| 302297 | * | 000179 | DTE ENERGY | 21.04 |
| 302298 | * | 000179 | DTE ENERGY | 129.09 |
| 302299 | * | 000180 | DTE ENERGY | 54,476.23 |
| 302300 | | 004493 | ELITE IMAGING SYSTEMS, INC | 768.40 |
| 302301 | | BDREFUND | ERICA NAGEL | 100.00 |
| 302302 | | 007212 | FOSTER BLUE WATER OIL | 2,412.12 |
| 302303 | | BDREFUND | FOUNDATION AUTHORITY | 100.00 |
| 302304 | | BDREFUND | FOUNDATION SYSTEMS OF MICHIGAN INC. | 300.00 |
| 302305 | * | 004604 | GORDON FOOD | 65.97 |
| 302306 | | 000249 | GA BUSINESS PURCHASER LLC | 324.64 |
| 302307 | * | 000726 | GUARDIAN ALARM | 258.00 |
| 302308 | | BDREFUND | HABITAT ENHANCERS LLC | 200.00 |
| 302309 | | 009782 | HERSCH'S INC. | 1,368.00 |
| 302310 | * | 001956 | HOME DEPOT CREDIT SERVICES | 385.08 |
| 302311 | | 001090 | INGRAM LIBRARY SERVICES | 18,058.80 |
| 302314 | * | 009401 | IRENE S WASSEL | 375.00 |
| 302315 | | 000344 | J.T. EXPRESS, LTD. | 7,465.70 |
| 302316 | | BDREFUND | JDS CUSTOM REMODELING & BUILDING | 100.00 |
| 302317 | | BDREFUND | JEFFREY MARK LEVINE | 200.00 |
| 302318 | | BDREFUND | JOHNSON, CLARK C | 100.00 |
| 302319 | | BDREFUND | JUST SIGNS & LIGHTING LLC | 300.00 |

# City of Birmingham
# Warrant List Dated 02/20/2025

| Check Number | Early Release | Vendor # | Vendor | Amount |
|---|---|---|---|---|
| 302320 | * | 009403 | JUSTIN ZAYID | 750.00 |
| 302321 | | BDREFUND | KELLY BUILDING & DEVELOPMENT CO LLC | 1,000.00 |
| 302322 | * | 002659 | CHRISTOPHER KOCH | 121.37 |
| 302323 | | 003620 | LANGUAGE LINE SERVICES INC | 34.00 |
| 302324 | * | 009386 | LAW OFFICE OF BRIAN P. FENECH | 1,875.00 |
| 302325 | * | 009963 | LAW OFFICE OF ROBERT J MORAD PLLC | 375.00 |
| 302326 | * | TAXMISC | LIANA SCHLISSEL | 1,302.53 |
| 302327 | | BDREFUND | LIVE WELL CUSTOM HOME LLC | 350.00 |
| 302328 | | BDREFUND | MICHIGAN HOME RESTORATION | 100.00 |
| 302329 | | 009630 | MIDWAY CLEANING CO, LLC | 800.00 |
| 302330 | | BDREFUND | MOSHER & ASSOCIATES LANDSCAPE DESIG | 600.00 |
| 302331 | | BDREFUND | N A MANS & SONS INC | 500.00 |
| 302332 | | BDREFUND | NORCO CONTRACTING INC | 100.00 |
| 302333 | | 002853 | OAKLAND COMMUNITY COLLEGE | 750.00 |
| 302334 | * | 000477 | OAKLAND COUNTY | 568,233.12 |
| 302335 | | 005337 | OCACP | 60.00 |
| 302336 | * | 009478 | ODP BUSINESS SOLUTIONS, LLC | 122.13 |
| 302337 | * | TAXMISC | OL BOLYARD LUMBER CO | 2,028.04 |
| 302338 | | BDREFUND | ORCHARD DEVELOPMENT AND CONSTRUCTIO | 2,000.00 |
| 302339 | | 006785 | OVERDRIVE, INC. | 17,376.66 |
| 302340 | | BDREFUND | PAUL A OLIVIERI | 100.00 |
| 302341 | | BDREFUND | PELLA WINDOWS & DOORS, INC. | 100.00 |
| 302342 | | 007588 | PERMACARD | 2,553.21 |
| 302343 | | BDREFUND | RENEWAL BY ANDERSEN | 800.00 |
| 302344 | * | 009949 | SMALL LAW PLLC | 750.00 |
| 302345 | | BDREFUND | ROYAL HOME IMPROVEMENTS | 500.00 |
| 302346 | * | 002806 | SAM'S CLUB/SYNCHRONY BANK | 492.61 |
| 302347 | | 007098 | SHAW SYSTEMS & INTEGRATION | 10,105.00 |
| 302348 | | BDREFUND | SHELBY CONSTRUCTION SERVICES | 100.00 |
| 302349 | | 009560 | SHERRILL INC | 2,286.96 |
| 302350 | * | 006895 | STATE OF MICHIGAN | 250.00 |
| 302351 | | 004544 | STRYKER SALES CORPORATION | 7,556.40 |
| 302352 | * | 009384 | THE EDITH BLAKNEY LAW FIRM, PLLC | 1,050.00 |
| 302353 | | BDREFUND | Thomas Edward Tresnak | 100.00 |
| 302354 | | BDREFUND | THORNTON & GROOMS INC. | 100.00 |
| 302355 | | BDREFUND | TOBIAS CONSTRUCTION INC | 22,400.00 |
| 302356 | * | 009552 | TRAFFIC & SAFETY CONTROL SYSTEMS | 318.00 |
| 302357 | | BDREFUND | TRESNAK CONSTRUCTION INC | 100.00 |
| 302358 | | BDREFUND | TULAUSKAS, DAVID J | 100.00 |
| 302359 | * | 004379 | TURNER SANITATION, INC | 290.00 |
| 302360 | | 009863 | US BANK EQUIPMENT FINANCE | 69.93 |
| 302361 | * | 000158 | VERIZON WIRELESS | 149.79 |
| 302362 | * | 000158 | VERIZON WIRELESS | 308.16 |

# City of Birmingham
# Warrant List Dated 02/20/2025

Meeting of 02/24/2025

| Check Number | Early Release | Vendor # | Vendor | Amount |
|---|---|---|---|---|
| 302363 | * | 000158 | VERIZON WIRELESS | 89.94 |
| 302364 | | 009806 | VFP FIRE SYSTEMS | 1,050.00 |
| 302365 | * | 004497 | WATERFORD REGIONAL FIRE DEPT. | 1,473.00 |
| 302366 | * | 000627 | CONSUMERS ENERGY | 2,390.56 |
| | | | SUBTOTAL PAPER CHECK | $779,925.58 |
| ACH TRANSACTION | | | | |
| 12675 | * | 007622 | ALLSTAR PRO GOLF | 601.54 |
| 12676 | * | 009393 | AMANDA MCBRIDE | 375.00 |
| 12677 | * | 000542 | BLUE WATER INDUSTRIAL PRODUCTS INC | 118.50 |
| 12678 | | 009283 | BRENDAN MCGAUGHEY | 75.00 |
| 12679 | | 007875 | CANFIELD EQUIPMENT SERVICE INC. | 14,426.09 |
| 12680 | * | 009396 | CECILIA QUIRINDONGO BAUNSOE | 750.00 |
| 12681 | | 000605 | CINTAS CORPORATION | 455.59 |
| 12682 | * | 000605 | CINTAS CORPORATION | 163.42 |
| 12683 | | 000605 | CINTAS CORPORATION | 45.04 |
| 12684 | * | 000605 | CINTAS CORPORATION | 71.87 |
| 12685 | * | 008044 | CLUB PROPHET | 287.00 |
| 12686 | * | 009947 | MCLAUGHLIN LAW PLLC | 5,762.50 |
| 12687 | | 002668 | CONTRACTORS CLOTHING CO | 64.78 |
| 12688 | | 001367 | CONTRACTORS CONNECTION INC | 143.40 |
| 12689 | * | 009195 | CROWN CASTLE FIBER LLC | 5,515.51 |
| 12690 | | 009873 | D/A CENTRAL INC. | 20,125.54 |
| 12691 | * | 007314 | FLEIS AND VANDENBRINK ENG. INC | 5,634.29 |
| 12692 | * | 009387 | FRAIBERG & PERNIE PLLC | 1,125.00 |
| 12693 | * | 009862 | FUNNY BUSINESS AGENCY, INC. | 1,400.00 |
| 12694 | * | 000243 | GRAINGER | 98.91 |
| 12695 | * | 001663 | SCOTT GREWE | 149.99 |
| 12696 | * | 001672 | HAYES PRECISION INC | 165.00 |
| 12697 | | 009298 | JCR SUPPLY INC | 1,808.90 |
| 12698 | * | 003458 | JOE'S AUTO PARTS, INC. | 45.78 |
| 12699 | * | 005465 | RYAN KEARNEY | 130.98 |
| 12700 | * | 000891 | KELLER THOMA | 6,366.25 |
| 12701 | * | 004085 | KONE INC | 4,017.12 |
| 12702 | * | 003404 | LADUKE ROOF.& SHT.METAL CORP | 1,200.00 |
| 12703 | * | 009392 | LAMB LEGAL CONSULTING SERVICES | 375.00 |
| 12704 | * | 009385 | LAW OFFICE OF MICHAEL J. DICK | 1,212.50 |
| 12705 | * | 004879 | MOTOROLA SOLUTIONS INC | 729.00 |
| 12706 | * | 007856 | NEXT | 1,358.66 |
| 12707 | * | 009395 | ORLANDO LAW PRACTICE PC | 375.00 |
| 12708 | * | 000897 | PRINTING SYSTEMS INC | 49.61 |
| 12709 | * | 003554 | RKA PETROLEUM | 8,758.29 |
| 12710 | * | 001181 | ROSE PEST SOLUTIONS | 495.00 |
| 12711 | * | 003785 | SIGNS-N-DESIGNS INC | 1,100.00 |

Meeting of 02/24/2025

# City of Birmingham
# Warrant List Dated 02/20/2025

| Check Number | Early Release | Vendor # | Vendor | | Amount |
|---|---|---|---|---|---|
| 12712 | * | 005806 | ULINE | | 1,413.36 |
| | | | | SUBTOTAL ACH TRANSACTION | $86,989.42 |
| | | | | GRAND TOTAL | $866,915.00 |

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

Mark Gerber
Finance Director/ Treasurer

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

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

City Clerk's Office

**DATE:** **February 12, 2025**

**TO:** **Jana L. Ecker, City Manager**

**FROM:** **Alexandria Bingham, City Clerk**

**SUBJECT:** **Special Event: Birmingham Farmers Market**

---

INTRODUCTION:
The Birmingham Shopping District has submitted a Special Event application to hold the Birmingham Farmers Market Sundays from May 4 – October 26, 2025. Setup for the event is scheduled for Sundays 7:00 a.m. until 9:30 a.m. The event begins at 9:00 a.m. and concludes at 2:00 p.m. Teardown is scheduled from 2:00 p.m. until 3:30 p.m.

BACKGROUND:
Prior to application submission, the various departments reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

This will be the 23rd season of the Farmers Market. The Market offers the community access to fresh produce directly from growers. Throughout the season, vendor displays will feature a diverse array of Michigan-grown produce, plants, flowers, baked goods, prepared foods, soaps, and miscellaneous items.

The following events are scheduled in June, July, August and September in Birmingham, and do not pose a conflict for this event:

| | | |
|---|---|---|
| Village Fair | 05/28/25 - 06/01/25 | Shain Park |
| In the Park Concerts | 06/18/25 – 08/27/25 | Shain Park |
| Yoga in the Park | 06/21/25 | Shain Park |
| Common Ground Art Fair | 09/13/25 - 09/14/25 | S. Old Woodward and Merrill |

LEGAL REVIEW:
The City Attorney has reviewed the application and has no objection as to form or content.

FISCAL IMPACT:
All costs associated with this event will be paid by applicant.

SUSTAINABILITY:
The Birmingham Shopping district gives complimentary reusable totes to attendees on the first day of the Market.

DESIGN CONSIDERATIONS:
There are no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Birmingham Shopping District notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a Special Event permit for the Birmingham Farmers Market to be held Sundays from May 4 – October 26, 2025, from 9:00 a.m. until 2:00 p.m., with setup at 7:00 a.m. and teardown until 3:30 p.m.

ATTACHMENTS:
1. Special Event Application.
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated February 4, 2025. Notification addresses are on file in the Clerk's Office.
3. Department approval page with comments and estimated costs.

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Farmers Market on Sundays from May 4 – October 26, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

25-00012824

Clerk's Office
City of Birmingham, MI

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

JAN 17 2025

RECEIVED

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

**Police Department acknowledgement:** _____

## I. EVENT DETAILS

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

**FEES:**

| | |
|---|---|
| **FIRST TIME EVENT:** | **$200.00** |
| **ANNUAL APPLICATION FEE:** | **$165.00** |

**(Please print clearly or type)**

Date of Application January 14, 2025

Name of Event Birmingham Farmers Market

Detailed Description of Event (attach additional sheet if necessary) This will be the 23rd season of the Farmers Market. The Market offers the community access to fresh produce directly from growers. Throughout the season, vendor displays will feature a diverse array of Michigan-grown produce, plants, flowers, baked goods, prepared foods, soaps and miscellaneous items.

Location Municipal Parking Lot #6 on N. Old Woodward

Date(s) of Event Sundays, May 4 - October 26, 2025 Hours of Event 9 a.m. - 2 p.m.

Date(s) of Set-up day of event Hours of Set-up 7 - 9 a.m.

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

Date(s) of Tear-down day of event Hours of Tear-down 2 - 3:30 p.m.

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254 - office / 248-508-5518 - cell

Contact Email jbrook@bhamgov.org

## II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District
   (city, non-profit, community group, etc.)

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

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
   We invite nonprofit organizations and other community groups to host the kids' zone to gain exposure.

4. Are there any sustainability initiatives associated with this event? Please explain.
   We give complimentary reusable totes to attendees on the first day of the Market

5. Is the event a fundraiser? YES [ ] NO [x]
   List beneficiary _____
   List expected income _____ Attach information about the beneficiary.

6. First time event in Birmingham? YES [ ] NO [x]
   If no, describe This will be the 23rd season of the Birmingham Farmers Market.

7. Total number of people expected to attend per day 1,000 - 5,500

8. The event will be held on the following city property: (Please list)
   [x] Street(s) Municipal Parking Lot #6 on N. Old Woodward
   [ ] Sidewalk(s) _____
   [ ] Park(s) _____



5E

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

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

What parking arrangements will be necessary to accommodate attendance?
Describe nearby parking deck and street parking will be sufficient

10. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐

**If yes, please provide number of staff to be provided and any specialized training received.**

Describe Typically, 3 BSD event staff will be on-site during the Market. We will also have community volunteers (when available).

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

**(Police Department acknowledgement prior to submission of application i s required.) (initial here)** RK

Describe On-duty officers will provide extra patrols.. Two officers will work OT detail for Super Farmer Day.

12. Will alcoholic beverages be served? YES ☐ NO ☒

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

13. Will music be provided? YES ☒ NO ☐

x Live x Amplification _____ x Loudspeakers

Recorded Time music will begin 9 a.m.

Time music will end 2 p.m.

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

14. Will there be signage in the area of the event? YES [X] NO [ ]

Number of signs/banners one large sign on south end of parking lot, 5-6 A-frame signs, 2 banners

Size of signs/banners approximately 20'x16' sign on south end of parking lot, a-frame signs are 2'x3', banners are approximately 14'x5'

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

15. Will food/beverages/merchandise be sold? YES [X] NO [ ]

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location.

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

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

Food Vendors must place some type of protection material under their food trucks to catch oil and food spills.

## III. EVENT LAYOUT

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

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

| EQUIPMENT | QUANTITY | COST | NOTES |
|---|---|---|---|
| Picnic Tables | | 6 for $800.00 | A request for more than six tables will be evaluated based on availability. |
| Trash Receptacles | | $10.00 each includes 1 bag<br>For additional bags, the cost is $45 per case, 100 bags per case | Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work. |
| Dumpsters | | $400.00/per dumpster per day | Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements. |
| Utilities (electric) | # of vendors requiring utilities | Varies | Charges according to final requirements of event. |
| Water/Fire Hydrant | | $224.75/per hydrant<br>Includes the use of 5,000 gallons of water. Any additional water usage will be billed. | Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass. |
| Meter Bags / Traffic Cones / Barricades | # to be determined by the Police Department. | | |

2. Will the following be constructed or located in the area of the event? YES NO

(show location of each on map) NOTE: Stakes are not allowed.

| TYPE | QUANTITY | SIZE |
|---|---|---|
| Tents/Canopies/Awnings<br>(A permit is required for tents over 400 square feet) | 1-70 | 10'x10' and 10'x20' |
| Portable Toilets | 3 | 2 reg & 1 handicap |
| Rides | | |
| Displays | | |
| Vendors | 1-70 | |
| Temporary Structure (must attach a photo) | | |
| Other (describe) | | |

**SIGNATURE OF APPLICANT REQUIRED**

EVENT NAME Birmingham Farmers Market
EVENT DATE Sundays, May 4 - October 26, 2025

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

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

Jaimi Brook — Signature
1/14/25 — Date

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

---

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

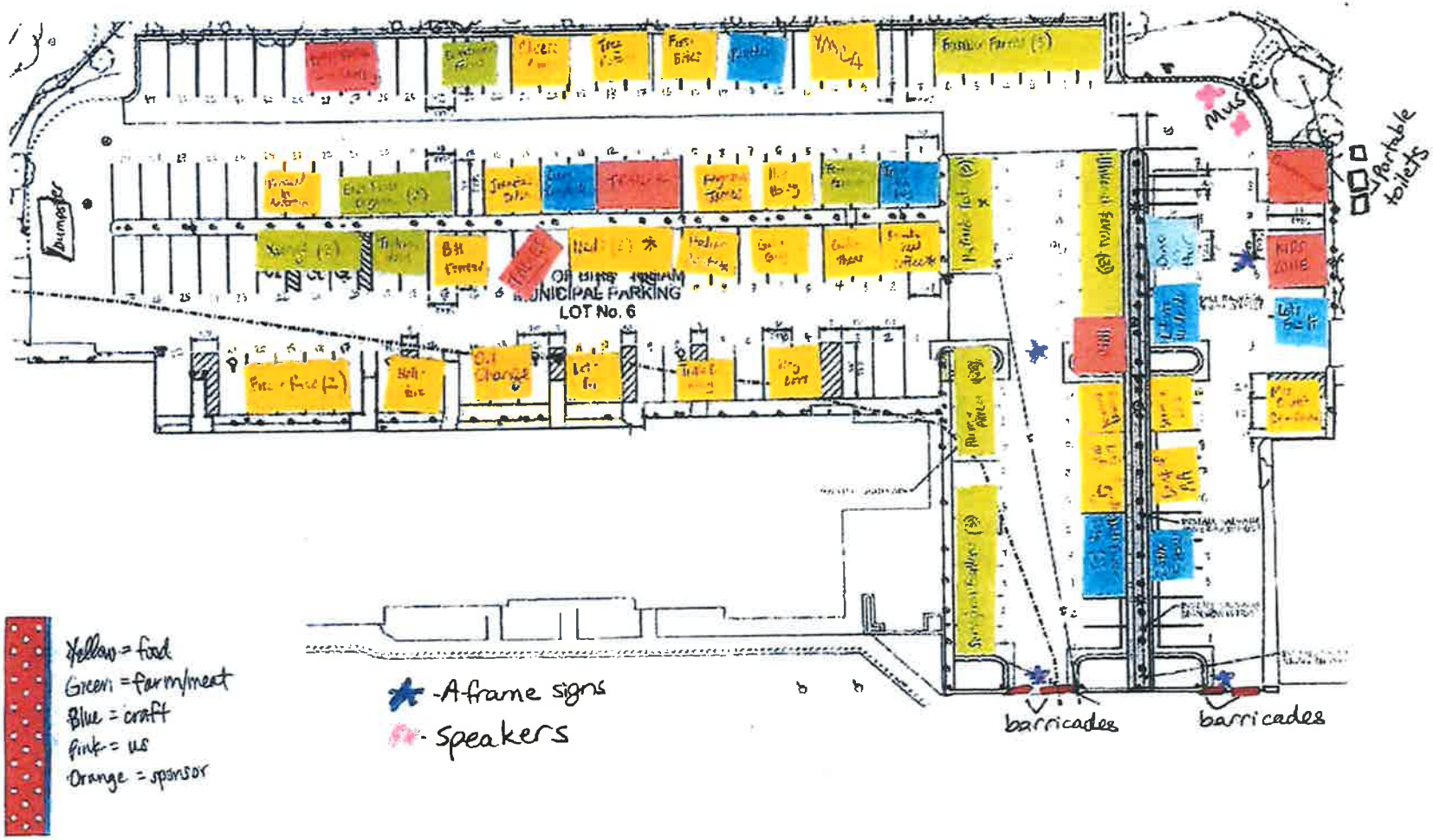
V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the commission meeting.

VII. A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the commission meeting.

VIII. If street closures are necessary, a map must be included with the letter to the affected property/business owners.

# Sample


MUNICIPAL PARKING
LOT No. 6
Dumpster
Portable toilets
barricades
barricades
Yellow = food
Green = farm/meat
Blue = craft
Pink = us
Orange = sponsor
- A-frame signs
- Speakers

5E

FM signage
4-14-21
2x3 ft. Coroplast

BIRMINGHAM
FARMERS
—MARKET—

THANK YOU
for visiting
today!

BIRMINGHAM
FARMERS
—MARKET—

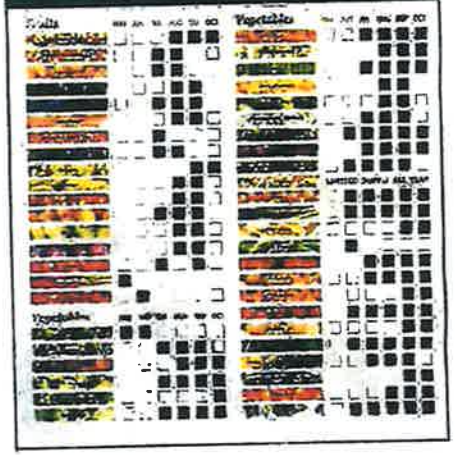
WELCOME

As always, NO Bikes, Skateboards,
Rollerblades or Hoverboards

THANK YOU

BIRMINGHAM
FARMERS
—MARKET—

PRODUCE GUIDE



BIRMINGHAM
FARMERS
—MARKET—

KIDS
ZONE

Sample
A-frame
Signs

5E

Sample of previous sign

left side of sign

right side of sign

5E

michigan municipal league

# Liability & Property Pool

## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**
City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

**Coverage Afforded:**
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

| Coverage | Contract Number | Expiration Date | Limits of Liability |
|---|---|---|---|
| General Liability | MML001444023 | 7/1/2025 | $10,000,000 |
| Automobile Liability | | | Bodily Injury & Property Damage Combined Single Limit |
| Other | | | |

**Description of Operations/Locations/Vehicles:**

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Name and Address of Certificate Holder:**
Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/3/2024

By: _____
Authorized Representative

MML-1(11/99)

**NOTIFICATION**

January XX, 2025
TO: Birmingham Business Owner/Property Owner

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

NAME OF EVENT: **Birmingham Farmers Market**

LOCATION: **Parking Lot #6 on N. Old Woodward**

DATES/TIMES: **Sundays only, May 4 – October 26, 2025, 9:00 am – 2:00 pm**

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

**The market offers the community an opportunity to purchase fresh produce directly from growers. Throughout the season more than 70 booths feature a diverse array of Michigan-grown produce including vegetables, fruits, flowers and garden plants, plus prepared foods, baked goods, and soaps.**

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

DATE OF CITY COMMISSION MEETING: **Monday, XXXX, 2025 at 7:30pm**

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760. You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

**EVENT ORGANIZER:** Birmingham Shopping District

**ADDRESS:** 151 Martin Street, Birmingham, MI 48009

**PHONE:** 248-530-1200 day of cell—248-508-5518

5E

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**PHONE:** 248-530-1200 day of cell—248-508-5518

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**EVENT ORGANIZER:** Birmingham Shopping District

**ADDRESS:** 151 Martin Street, Birmingham, MI 48009

**PHONE:** 248-530-1200 day of cell—248-508-5518

## VII. . CHECKLIST

### ATTACHMENTS TO INCLUDE WITH SPECIAL EVENT APPLICATION

- Completed special event application
- Application fee (payable to "City of Birmingham")
- Map of event area detailing
  - street closures **(Police Department input required prior to submission of application)**
    - tents / canopies
    - tables
    - signs
    - trash receptacles / dumpsters
    - barricades
    - audio equipment / band
    - rides / inflatables
    - vendor booths
    - displays
    - portable toilets
    - layout of start/finish area (if on public property)
    - temporary structures or displays of any kind (picture required)
- Map of the route(s)
- Written route(s)
- Photo of display or temporary structure
- Sample of signs/banners – including size
- Hold Harmless Agreement (signed, on event sponsor's letterhead)
- Insurance certificate
- Letter to affected property owners (must include map of event area or route)*
- List of addresses the letter was distributed (includes all residential and businesses in the event area, along the route, and affected by street closures)*
- List of vendors
- If fundraiser: Information about the beneficiary

**Letter to affected property owners and list of addresses must be submitted to the clerk's office at least two weeks prior to the city commission meeting.*

---

**OFFICE USE ONLY**

Received_____by ____

Date _____

License number _____

The above highlighted items must be submitted by _____

Date of commission meeting _____

**NOTIFICATION**

Received
2/10/2025

February 4, 2025
TO: Birmingham Business Owner/Property Owner

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

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

DATE OF CITY COMMISSION MEETING: **Monday, February 24, 2025 at 7:30pm**

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760. You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

**EVENT ORGANIZER:** Birmingham Shopping District

**ADDRESS:** 151 Martin Street, Birmingham, MI 48009

**PHONE:** 248-530-1200 day of cell—248-508-5518

**5E**

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

FIRST-CLASS

US POSTAGE PITNEY BOWES

ZIP 48009 $ 000.56⁰
02 7W
0008029208 FEB 04 2025

PNUM: 1925328029
CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

**5E**

# DEPARTMENT APPROVALS

**EVENT NAME: Birmingham Farmers Market**

**LICENSE NUMBER # 25-00012824** **COMMISSION HEARING DATE: February 24-2025**

NOTE TO STAFF: Please submit approval by **02-10-2025** **DATE OF EVENT: May 4- Oct 26, 2025**

| DEPARTMENT | APPROVED | COMMENTS | PERMITS REQUIRED (Must be obtained directly from individual departments) | ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.) | ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event) |
|---|---|---|---|---|---|
| **BUILDING**<br>**101.0-000.000.636.0005**<br>248.530.1850 | MJM | All tents are required to be weighted down. | | $1399.20 | |
| **FIRE**<br>**101.0-000.000-636.0004**<br>248.530.1900 | JS | Please review attached City Event Bulletin issued by the Fire Marshal's Office.<br>Fire Inspectors to walk through weekly.<br>Fire/ EMS response from respective fire stations. | | $0.00 | |
| **POLICE**<br>**101.0-000.000.636.0003**<br>248.530.1870 | RK | On-Duty officers will provide extra patrol each Sunday. 2 officers will be dedicated for Super Farmer Day, 7/20/25. | | $582.72 | |
| **PUBLIC SERVICES**<br>**101.0-000.000-636.0002**<br>248.530.1642 | CL | Estimate based on actual costs of DPS services requested by BSD for this event in previous years. Additional costs may apply should scope of work change. | | $5,500 | |
| **ENGINEERING**<br>**101.0-000.000.636.0002**<br>248.530.1839 | MC | None | None | $0 | $0 |
| **PARKING** | AF | Parking is free on all Sunday's | None | 0 | 0 |
| **INSURANCE**<br>248.530.1807 | | Need to submit COI no less than 2 weeks prior to event<br>Need to submit Hold Harmless Agreement | None | 0 | 0 |

| | | | | | |
|---|---|---|---|---|---|
| **CLERK**<br>**101.0-000.000-614.0000**<br>248.530.1803 | | Notification letters to be mailed by applicant no later than ___.<br>Notification addresses on file in the Clerk's Office. | Applications for vendors license must be submitted no later than ____. | 165 | 165 |
| | | | **TOTALS: Estimated and Actual Costs** | **$7,646.92** | |

**FOR CLERK'S OFFICE USE**

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 2/6/25
h:\shared\special events\- general information\approval page.doc

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

City Clerk's Office

**DATE:** **February 12, 2025**

**TO:** **Jana L. Ecker, City Manager**

**FROM:** **Alexandria Bingham, City Clerk**

**SUBJECT:** **Special Event: Birmingham Movie Nights**

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INTRODUCTION:
The Birmingham Shopping District has submitted a Special Event application to hold Birmingham Movie Nights Friday June 6, July 11, August 8, and September 5, 2025. Setup for the event is scheduled from 12:00 p.m. until 6:30 p.m. The event begins at 6:30 p.m. and concludes at 10:00 p.m. Teardown is scheduled from the end of the movie until 11:00 p.m.

BACKGROUND:
Prior to application submission, the various departments reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

The Birmingham Shopping District will hold four Movie Nights. They plan to have pre-movie entertainment and sponsor booths.

The following events are scheduled in June, July, August and September in Birmingham, and do not pose a conflict for this event:

| | | |
|---|---|---|
| Village Fair | 05/28/25 - 06/01/25 | Shain Park |
| In the Park Concerts | 06/18/25 – 08/27/25 | Shain Park |
| Yoga in the Park | 06/21/25 | Shain Park |
| Common Ground Art Fair | 09/13/25 - 09/14/25 | S. Old Woodward and Merrill |

LEGAL REVIEW:
The City Attorney has reviewed the application and has no objection as to form or content.

FISCAL IMPACT:
All costs associated with this event will be paid by applicant.

SUSTAINABILITY:
There will be recycling containers in addition to the trash receptacles.

DESIGN CONSIDERATIONS:
There are no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Birmingham Shopping District notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a Special Event permit for Birmingham Movie Nights to be held Friday June 6, July 11, August 8, and September 5, 2025 from 6:30 p.m. until 10:00 p.m., with setup at 12:00 p.m. and teardown until 11:00 p.m.

ATTACHMENTS:
1. Special Event Application.
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated February 4, 2025. Notification addresses are on file in the Clerk's Office.
3. Department approval page with comments and estimated costs.

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold Birmingham Movie Nights on Friday June 6, July 11, August 8, and September 5, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

25-00012825

City Clerk's Office
City of Birmingham, MI

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

JAN 17 2025

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

RECEIVED

**Police Department acknowledgement:** _____

## I. EVENT DETAILS

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

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

**(Please print clearly or type)**

Date of Application January 14, 2025

Name of Event Birmingham Movie Nights

Detailed Description of Event (attach additional sheet if necessary)

We will be holding 4 outdoor Moive Nights. We plan to have pre-movie entertainment and sponsor booths.

Location Booth Park or Shain Park, if Booth Park renovations begin during 2025

Date(s) of Event June 6, July 11, August 8, Sept. 5, 2025 rain dates 6/7, 7/12, 8/9, 9/6/2025 Hours of Event 6:30 - 10 p.m.

Date(s) of Set-up day of events Hours of Set-up 12-6:30 p.m. (port-a-potty may be earlier in the day)

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

Date(s) of Tear-down day of events Hours of Tear-down end of movie - 11 p.m. (port-a-potty pick-up Monday morning

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1200 office 248-508-5518 cell

Contact Email jbrook@bhamgov.org

## II. EVENT INFORMATION

1. Organization Type City - Birmingham Shopping District
   (city, non-profit, community group, etc.)

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

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
   We have invited non-profits like the Birmingham Bloomfield Community Coalition to have informational tables at the event in the past and plan to do so again this year.

4. Are there any sustainability initiatives associated with this event? Please explain.
   We will have recycling containers in addition to the trash recepticles

5. Is the event a fundraiser? YES [ ] NO [x]
   List beneficiary _____
   List expected income _____ Attach information about the beneficiary.

6. First time event in Birmingham? YES [ ] NO [x]
   If no, describe This is the 19th year for the event.

7. Total number of people expected to attend per day 400

8. The event will be held on the following city property: (Please list)
   [ ] Street(s) _____
   [ ] Sidewalk(s) _____
   [x] Park(s) Booth Park (or Shain Park if Booth Park renovations occur in 2025)

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

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

What parking arrangements will be necessary to accommodate attendance?
Describe Nearby parking deck and street parking will be sufficient.

10. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐

**If yes, please provide number of staff to be provided and any specialized training received.**

Describe BSD event staff will be on-site throughout the event.

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

**(Police Department acknowledgement prior to submission of application i s required.) (initial here)** RK

Describe We would like 2 dedicated officers for each Movie Night.

12. Will alcoholic beverages be served? YES ☐ NO ☒

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

13. Will music be provided? YES ☒ NO ☐

X Live X Amplification _____ X Loudspeakers

Recorded Time music will begin 6:30 p.m.

Time music will end 10:30 p.m.

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

14. Will there be signage in the area of the event? YES [X] NO [ ]

Number of signs/banners 1

Size of signs/banners 2'x3' a-frame

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

15. Will food/beverages/merchandise be sold? YES [X] NO [ ]

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location.

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

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

Food Vendors must place some type of protection material under their food trucks to catch oil and food spills.

## III. EVENT LAYOUT

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

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

| EQUIPMENT | QUANTITY | COST | NOTES |
|---|---|---|---|
| Picnic Tables | | 6 for $800.00 | A request for more than six tables will be evaluated based on availability. |
| Trash Receptacles | | $10.00 each includes 1 bag<br>For additional bags, the cost is $45 per case, 100 bags per case | Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work. |
| Dumpsters | | $400.00/per dumpster per day | Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements. |
| Utilities (electric) | # of vendors requiring utilities | Varies | Charges according to final requirements of event. |
| Water/Fire Hydrant | | $224.75/per hydrant<br>Includes the use of 5,000 gallons of water. Any additional water usage will be billed. | Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass. |
| Meter Bags / Traffic Cones / Barricades | # to be determined by the Police Department. | | |

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

| TYPE | QUANTITY | SIZE |
|---|---|---|
| Tents/Canopies/Awnings<br>(A permit is required for tents over 400 square feet) | 8 | 10'x10' |
| Portable Toilets | 2 | 1 - reg, 1-handicap |
| Rides | | |
| Displays | | |
| Vendors | | |
| Temporary Structure (must attach a photo) | | |
| Other (describe) | 10 tables | 6' each |

3. Do you want the Fountain on? (YES) NO
   The fountain in on weather permitting June 1st through mid-October.

4. Umbrellas should be removed? YES (NO)
   Umbrellas are available June 1st through mid-October.

5. Bistro tables/chairs should be removed? YES (NO)
   Bistro tables/chairs are available June 1st through mid-October

**SIGNATURE OF APPLICANT REQUIRED**

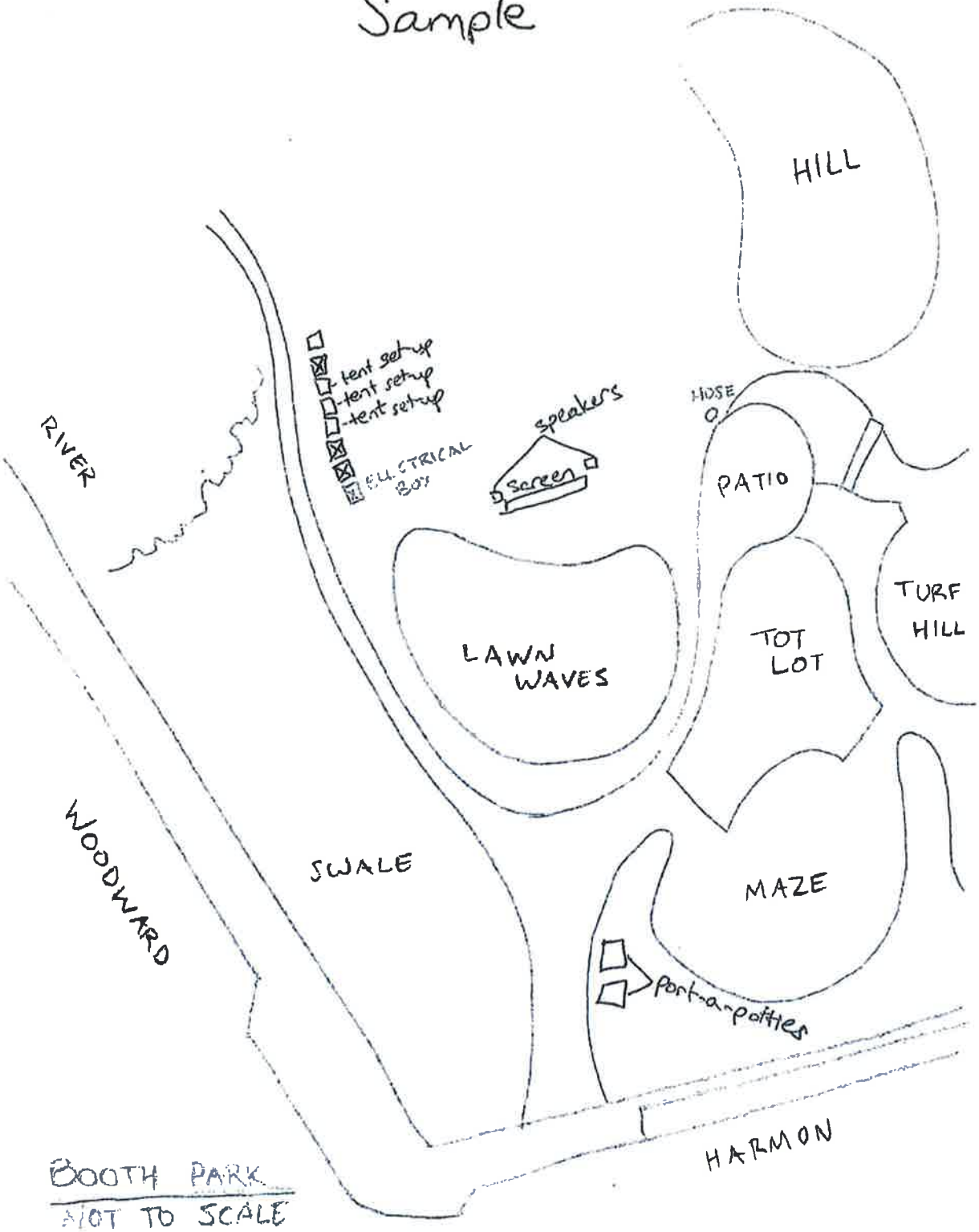
EVENT NAME Movie Nights
EVENT DATE June 6, July 11, August 8 & Sept. 5, 2025

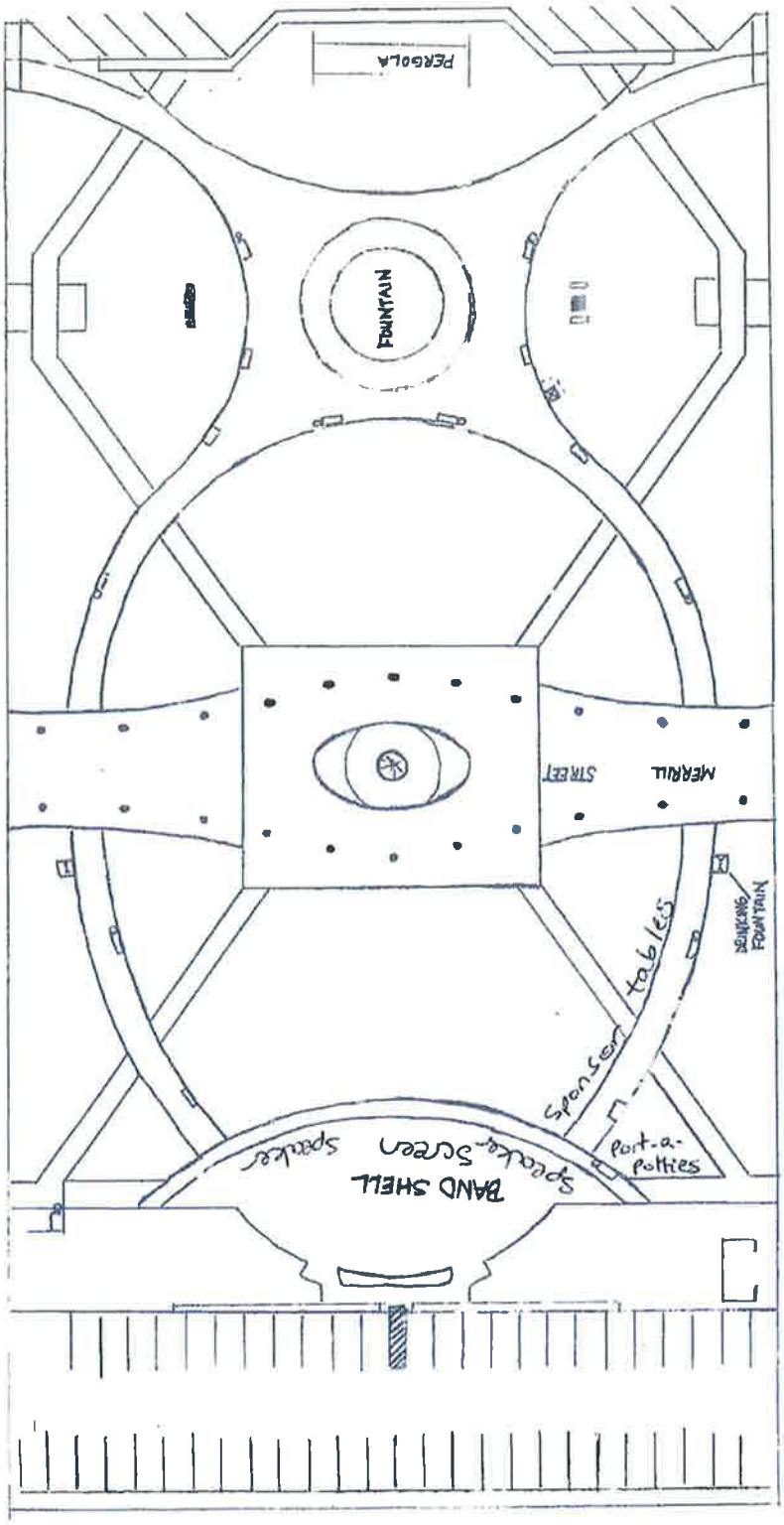
The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.
As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Jaimi Brook — Signature
1/14/25 — Date

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

# Movie Night Sample






Plan B - if Booth Park is not available due to construction

**Shain Park Map**

Sample 2'x3' sign

## NOTIFICATION

DATE: January XX, 2025
TO: Downtown Birmingham Business/Property Owner

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

NAME OF EVENT: Birmingham Movie Nights

**LOCATION:** Booth Park (or Shain Park if Booth Park renovations begin in 2025)

**DATES/TIMES:** Fridays—June 6, 2025; July 11, 2025; August 8, 2025, Sept. 5, 2025

***Rain dates—Saturdays—June 7, July 12, August 9, Sept. 6, 2025***

6:30 p.m.

**DATE/TIME OF CITY COMMISSION MEETING:** Monday, XXXXXX, 2025 at 7:30 p.m.

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760 . You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

**EVENT ORGANIZER:** Birmingham Shopping District
**ADDRESS:** 151 Martin, Birmingham, MI 48009
**PHONE:** 248-530-1200 day of event—248-508-5518


## NOTIFICATION

DATE: January XX, 2025
TO: Downtown Birmingham Business/Property Owner

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5F


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**EVENT ORGANIZER:** Birmingham Shopping District
**ADDRESS:** 151 Martin, Birmingham, MI 48009
**PHONE:** 248-530-1200 day of event—248-508-5518

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Property/Business Owner
22519 FIDDLERS COVE RD
BEVERLY HILLS, MI 48025

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Property/Business Owner
22519 FIDDLERS COVE RD
BEVERLY HILLS, MI 48025

5F

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Property/Business Owner
120 W MAPLE RD
BIRMINGHAM, MI 48009

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Property/Business Owner
PO BOX 414
TROY, MI 48099

michigan municipal league

# Liability & Property Pool

## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**
City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

**Coverage Afforded:**
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

| Coverage | Contract Number | Expiration Date | Limits of Liability |
|---|---|---|---|
| General Liability | MML001444023 | 7/1/2025 | $10,000,000 |
| Automobile Liability | | | Bodily Injury & Property Damage Combined Single Limit |
| Other | | | |

**Description of Operations/Locations/Vehicles:**

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Name and Address of Certificate Holder:**
Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/3/2024

By: _____
Authorized Representative

MML-1(11/99)

## VII. . CHECKLIST

### ATTACHMENTS TO INCLUDE WITH SPECIAL EVENT APPLICATION

- Completed special event application
- Application fee (payable to "City of Birmingham")
- Map of event area detailing
  - street closures **(Police Department input required prior to submission of application)**
  - tents / canopies
  - tables
  - signs
  - trash receptacles / dumpsters
  - barricades
  - audio equipment / band
  - rides / inflatables
  - vendor booths
  - displays
  - portable toilets
  - layout of start/finish area (if on public property)
  - temporary structures or displays of any kind (picture required)
- Map of the route(s)
- Written route(s)
- Photo of display or temporary structure
- Sample of signs/banners – including size
- Hold Harmless Agreement (signed, on event sponsor's letterhead)
- Insurance certificate
- Letter to affected property owners (must include map of event area or route)*
- List of addresses the letter was distributed (includes all residential and businesses in the event area, along the route, and affected by street closures)*
- List of vendors
- If fundraiser: Information about the beneficiary

**Letter to affected property owners and list of addresses must be submitted to the clerk's office at least two weeks prior to the city commission meeting.*

---

**OFFICE USE ONLY**

Received_____by ____

Date _____

License number _____

The above highlighted items must be submitted by 14 _____

Date of commission meeting _____

Received
2/10/2025

## NOTIFICATION

DATE: February 4, 2025
TO: Downtown Birmingham Business/Property Owner

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

NAME OF EVENT: Birmingham Movie Nights

**LOCATION:** Booth Park (or Shain Park if Booth Park renovations begin in 2025)

**DATES/TIMES:** Fridays—June 6, 2025; July 11, 2025; August 8, 2025, Sept. 5, 2025

***Rain dates--Saturdays—June 7, July 12, August 9, Sept. 6, 2025***

6:30 p.m.

**DATE/TIME OF CITY COMMISSION MEETING:** Monday, February 24, 2025 at 7:30 p.m.

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760 . You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

**EVENT ORGANIZER:** Birmingham Shopping District
**ADDRESS:** 151 Martin, Birmingham, MI 48009
**PHONE:** 248-530-1200 day of event—248-508-5518

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Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

FIRST-CLASS

US POSTAGE PITNEY BOWES

ZIP 48009 $ 000.56⁰
02 7W
0008029208 FEB 04 2025

PNUM: 1925376078
CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

5F

# DEPARTMENT APPROVALS

**EVENT NAME: Movie Nights**

**LICENSE NUMBER # 25-00012825**
**COMMISSION HEARING DATE: February 24, 2025**

NOTE TO STAFF: Please submit approval by **February 10, 2025**
**DATE OF EVENT: Jun 11 – Sept 5, 2025**

| DEPARTMENT | APPROVED | COMMENTS | PERMITS REQUIRED (Must be obtained directly from individual departments) | ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.) | ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event) |
|---|---|---|---|---|---|
| **BUILDING**<br>**101.0-000.000.636.0005**<br>248.530.1850 | MJM | Tents over 400 sqft require a permit. | | $0 | |
| **FIRE**<br>**101.0-000.000-636.0004**<br>248.530.1900 | JS | Fire/ EMS to respond from respective stations.<br>Cooking areas and food trucks will require inspection, if applicable<br>Fire extinguisher required for cooking areas, if applicable<br>Crow managers required 1/250 people ratio<br>Provide wire bridges for extension cords as necessary<br>Tents will require flame retardant cert. | | $0.00 | |
| **POLICE**<br>**101.0-000.000.636.0003**<br>248.530.1870 | RK | 2 detail officers will be assigned to each event along with on-duty officer extra patrols. Barricades/meter bags. | | $2,432.20 | |
| **PUBLIC SERVICES**<br>**101.0-000.000-636.0002**<br>248.530.1642 | CL | No stakes driven in the ground.<br>Estimated costs include:<br>Banner placement and removal.<br>Barricade placement and removal for each event.<br>Set up/clean up for each event | | $3,000 | |
| **ENGINEERING**<br>**101.0-000.000.636.0002**<br>248.530.1839 | MC | None | None | $0 | $0 |

| | | | | | |
|---|---|---|---|---|---|
| **PARKING** | AF | Pay the going rates at all meters and garages. | None | 0 | 0 |
| **INSURANCE**<br>248.530.1807 | | Need to submit COI no less than 2 weeks prior to event<br>Need to submit Hold Harmless Agreement | None | 0 | 0 |
| **CLERK**<br>**101.0-000.000-614.0000**<br>248.530.1803 | | Notification letters to be mailed by applicant no later than ___.<br>Notification addresses on file in the Clerk's Office. | Applications for vendors license must be submitted no later than ____. | 165 | 165 |
| | | | **TOTALS: Estimated and Actual Costs** | **$5,597.20** | |

**FOR CLERK'S OFFICE USE**

Deposit paid _____

Actual Cost _____

Due/Refund_____

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

City Clerk's Office

**DATE:** **February 12, 2025**

**TO:** **Jana L. Ecker, City Manager**

**FROM:** **Alexandria Bingham, City Clerk**

**SUBJECT:** **Special Event: Day on the Town**

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INTRODUCTION:
The Birmingham Shopping District has submitted a Special Event application to hold the Day on the Town event on July 26, 2025. Setup for the event is scheduled from 7:00 a.m. until 9:00 a.m. The event begins at 9:00 a.m. and concludes at 6:00 p.m. Teardown is scheduled from 6:00 p.m. until 8:00 p.m.

BACKGROUND:
Prior to application submission, the various departments reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

This all day shopping event in the heart of Downtown Birmingham has proven to be the largest sale day of the year for many local merchants. The event may also include music and family friendly activities. We are also working with the Birmingham Police Department who will be holding their open house during our event.

The following events are scheduled in June, July, August and September in Birmingham, and do not pose a conflict for this event:

| | | |
|---|---|---|
| Village Fair | 05/28/25 - 06/01/25 | Shain Park |
| In the Park Concerts | 06/18/25 – 08/27/25 | Shain Park |
| Yoga in the Park | 06/21/25 | Shain Park |
| Common Ground Art Fair | 09/13/25 - 09/14/25 | S. Old Woodward and Merrill |

LEGAL REVIEW:
The City Attorney has reviewed the application and has no objection as to form or content.

FISCAL IMPACT:
All costs associated with this event will be paid by applicant.

SUSTAINABILITY:
The Birmingham Shopping district provides recycle bins as well as trash receptacles.

DESIGN CONSIDERATIONS:
There are no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Birmingham Shopping District notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a Special Event permit for the Day on the Town event to be held July 26, 2025 from 9:00 a.m. until 6:00 p.m., with setup at 7:00 a.m. and teardown until 8:00 p.m.

ATTACHMENTS:
1. Special Event Application.
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated February 4, 2025. Notification addresses are on file in the Clerk's Office.
3. Department approval page with comments and estimated costs.

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Day on the Town event on July 26, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

25-00012826

Clerk's Office
City of Birmingham, MI

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

JAN 17 2025

RECEIVED

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

**Police Department acknowledgement:** _____

## I. EVENT DETAILS

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

**FEES:**

| | |
|---|---|
| **FIRST TIME EVENT:** | **$200.00** |
| **ANNUAL APPLICATION FEE:** | **$165.00** |

**(Please print clearly or type)**

Date of Application January 14, 2025

Name of Event Day on the Town

Detailed Description of Event (attach additional sheet if necessary) This all day shopping event in the heart of Downtown Birmi nghamhas proven to be the largest sale day of the year for many local merchants. The event may also include music and family friendly activities. We are also working with the Birmingham Police Department who will be holding their open house during our event.

Location Old Woodward, Maple, Merrill, Pierce, Hamilton, City Hall parking lot, and a portion of Martin St.

Date(s) of Event July 26, 2025 Hours of Event 9 a.m. - 6 p.m.

Date(s) of Set-up day of event Hours of Set-up 7-9 a.m.

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

Date(s) of Tear-down day of event Hours of Tear-down 6-8 p. (port-a-potties will be picked-up on Sunday morning)

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254 office. 248-508-5518 cell

Contact Email jbrook@bhamgov.org



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## II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District

   (city, non-profit, community group, etc.)

2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Birmingham Police Department - Officer Moody
   Others - TBD

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
   We will offer organizations like the Birmingham Bloomfield Community Coalition and the City of Birmingham's Arts Council and the Baldwin Library space to share information with attendees.

4. Are there any sustainability initiatives associated with this event? Please explain.
   We will have recycle bins in addition to trash recepticles.

5. Is the event a fundraiser? YES [ ] NO [X]
   List beneficiary _____
   List expected income _____ Attach information about the beneficiary.

6. First time event in Birmingham? YES [ ] NO [X]
   If no, describe This is an annual event.

7. Total number of people expected to attend per day 10,000-15,000

8. The event will be held on the following city property: (Please list)
   [X] Street(s) Old Woodward, Maple, Merrill, Pierce, Hamilton, Martin (see attached map)
   City Hall parking lot
   [X] Sidewalk(s) N. Old Woodward & S. Old Woodward (see attached map)
   [ ] Park(s) _____

9. Will street closures be required? YES [x] NO [ ]

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

What parking arrangements will be necessary to accommodate attendance?

Describe We would like to offer free parking in all structures and at meters from 9 a.m. - 7 p.m.

We would like to have the meters on both sides of Henrietta bagged between Martin and Merrill for police vehicles.

10. Will staff be provided to assist with safety, security and maintenance? YES [x] NO [ ]

**If yes, please provide number of staff to be provided and any specialized training received.**

Describe BSD staff will be on-site during the event as will DPS staff

11. Will the event require safety personnel (police, fire, paramedics)? YES [x] NO [ ]

**(Police Department acknowledgement prior to submission of application i s required.) (initial here)** RK

Describe police presence to help with crowds

12. Will alcoholic beverages be served? YES [ ] NO [x]

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

13. Will music be provided? YES [x] NO [ ]

x Live x Amplification _____ x Loudspeakers

Recorded Time music will begin 9 a.m.

Time music will end 6 p.m.

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

14. Will there be signage in the area of the event? YES [X] NO [ ]

Number of signs/banners 2-4 banners

Size of signs/banners approximately 14'x5' (sample attached)

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

15. Will food/beverages/merchandise be sold? YES [X] NO [ ]

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location.

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

| VENDOR NAME | GOODS TO BE SOLD | WATER HOOK-UP REQUIRED? | ELECTRIC REQUIRED? |
|---|---|---|---|
| TBD | | | |
| | | | |
| | | | |
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Food Vendors must place some type of protection material under their food trucks to catch oil and food spills.

## III. EVENT LAYOUT

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

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

| EQUIPMENT | QUANTITY | COST | NOTES |
|---|---|---|---|
| Picnic Tables | | 6 for $800.00 | A request for more than six tables will be evaluated based on availability. |
| Trash Receptacles | | $10.00 each includes 1 bag<br>For additional bags, the cost is $45 per case, 100 bags per case | Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work. |
| Dumpsters | | $400.00/per dumpster per day | Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements. |
| Utilities (electric) | # of vendors requiring utilities | Varies | Charges according to final requirements of event. |
| Water/Fire Hydrant | | $224.75/per hydrant<br>Includes the use of 5,000 gallons of water. Any additional water usage will be billed. | Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass. |
| Meter Bags / Traffic Cones / Barricades | # to be determined by the Police Department. | | |

2. Will the following be constructed or located in the area of the event? YES NO

(show location of each on map) NOTE: Stakes are not allowed.

| TYPE | QUANTITY | SIZE |
|---|---|---|
| Tents/Canopies/Awnings<br>(A permit is required for tents over 400 square feet) | 80 | 10'x10' and 10'x20' |
| Portable Toilets | 12 | 7 reg & 5 handicap |
| Rides | | |
| Displays | TBD | |
| Vendors | TBD | |
| Temporary Structure (must attach a photo) | | |
| Other (describe) | | |

**SIGNATURE OF APPLICANT REQUIRED**

EVENT NAME Day on the Town

EVENT DATE July 26, 2025

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

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

Jaimi Brook — Signature

1/14/25 — Date

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

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

V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

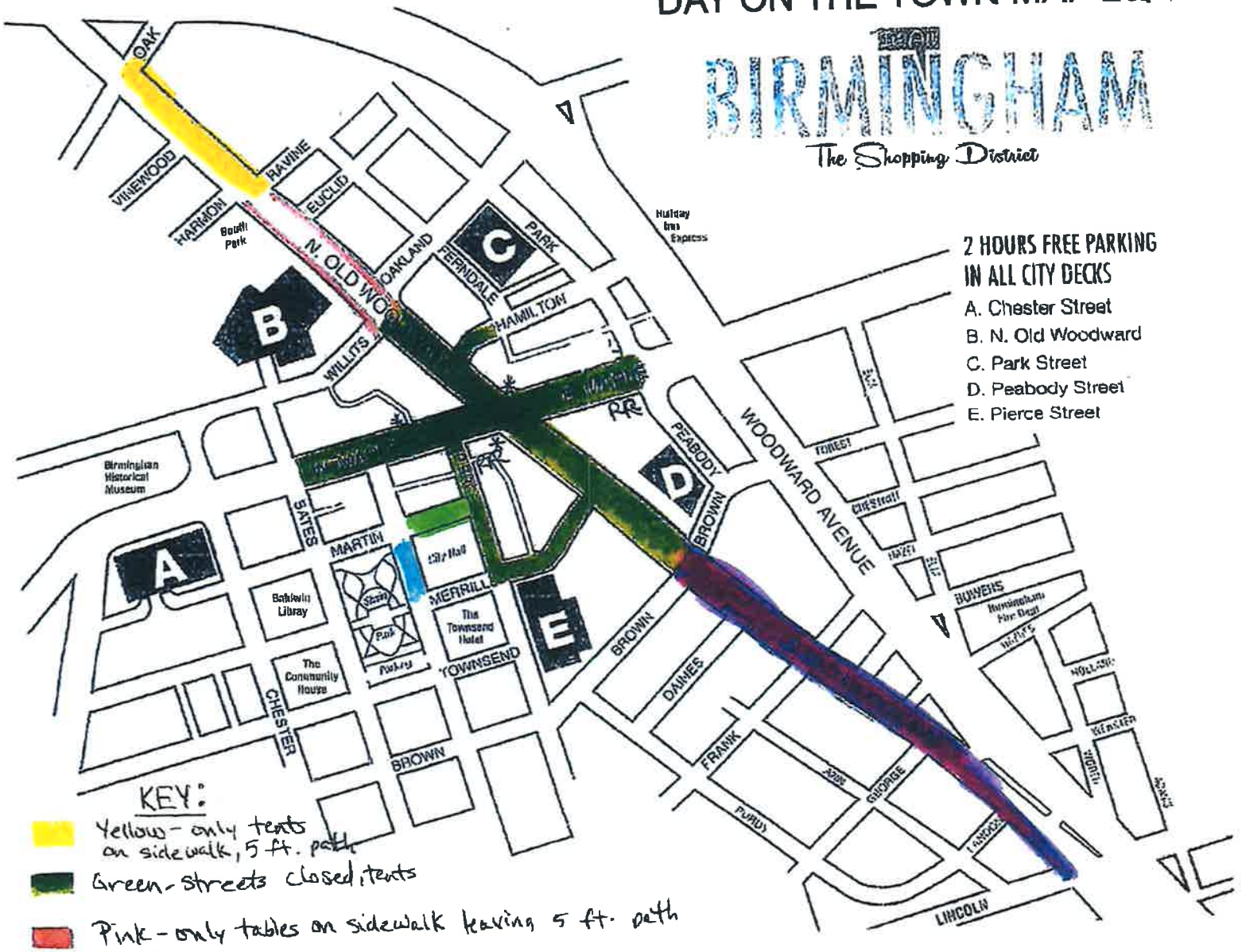
VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the commission meeting.

VII. A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the commission meeting.

VIII. If street closures are necessary, a map must be included with the letter to the affected property/business owners.

# DAY ON THE TOWN MAP 2025

BIRMINGHAM
The Shopping District




2 HOURS FREE PARKING IN ALL CITY DECKS

A. Chester Street
B. N. Old Woodward
C. Park Street
D. Peabody Street
E. Pierce Street

KEY:

- Yellow - only tents on sidewalk, 5 ft. path
- Green - streets closed, tents
- Pink - only tables on sidewalk leaving 5 ft. path
- * - speakers
- Purple - no tables on sidewalk, stores may have in-store sales
- RR - port-a-potties
- Blue - street open - meters bagged

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# DAY ON THE TOWN 2025 EVENT FOOTPRINT

**Event Area A** – (green) streets closed, tents in streets

Maple from Bates to Peabody

Old Woodward from Brown to Willits

Hamilton from N. Old Woodward to Ferndale

Pierce from W. Maple to Merrill

Merrill from Pierce to S. Old Woodward

Martin St. from Pierce to Henrietta (for Police Department Open House)

**Event Area B** – (yellow) streets open, tents on sidewalk/right of way leaving walking path at least 5 feet wide

N. Old Woodward from 526 N. Old Woodward to 588 N. Old Woodward

**Event Area C** – (pink) streets open, only tables on sidewalks leaving walking path at least 5 feet wide

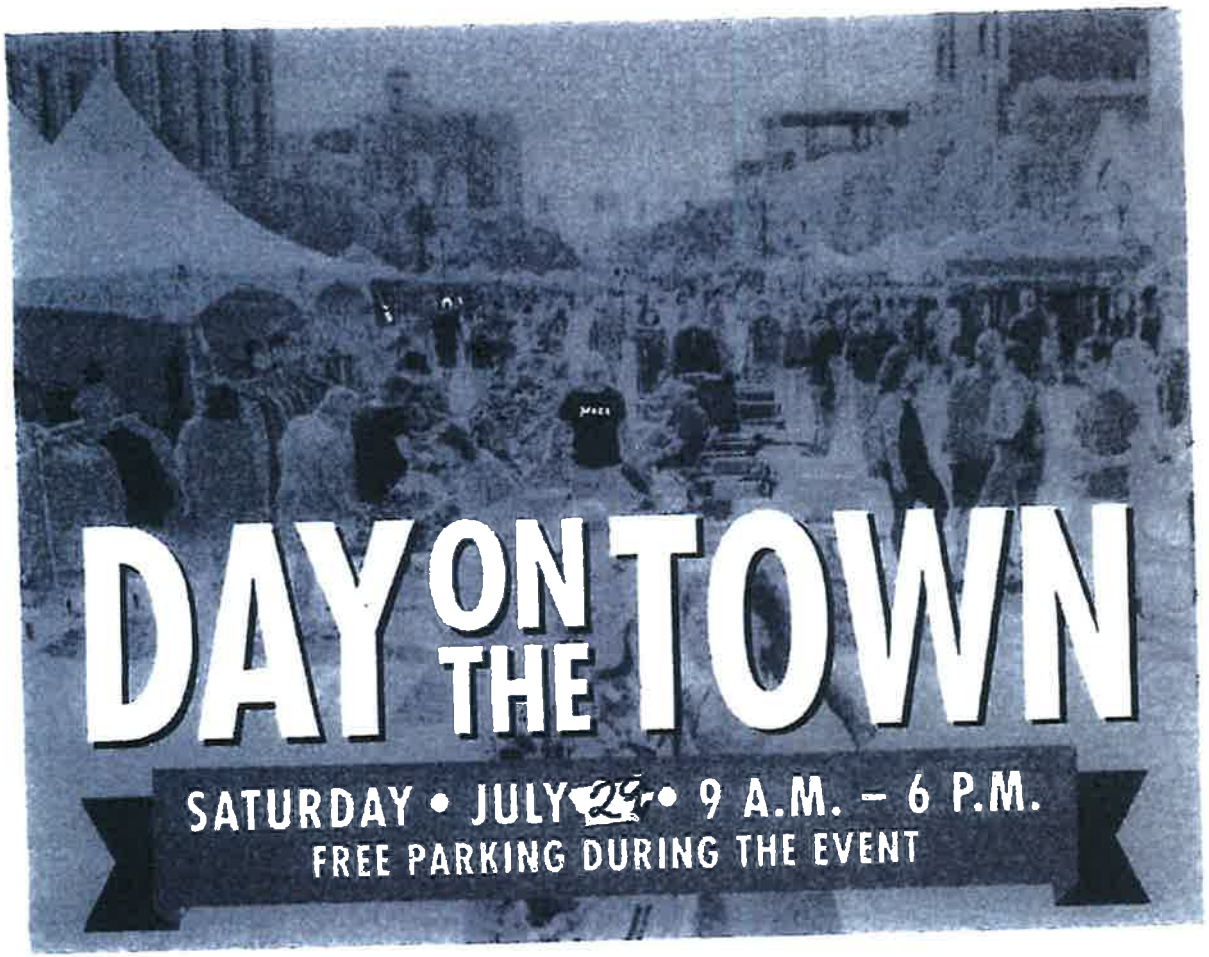
N. Old Woodward from Oak to 474 N. Old Woodward (Market North End)

**Event Area D** – (purple) no tables on sidewalks, stores may have in-store sales and be promoted as participating

S. Old Woodward from Brown to Lincoln

Henrietta – (blue) between Martin & Merrill – bagged parking meters for police vehicles

Sample




WHEN UPSCALE GOES ON SALE

BIRMINGHAM
Day on the Town!

14' x 5'

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**NOTIFICATION**

DATE: January XXX, 2025
TO: Downtown Birmingham Business/Property Owner

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

NAME OF EVENT: Day On The Town

**LOCATION:** Old Woodward from Oakland/Willits to Brown
Hamilton from Old Woodward to Ferndale, City Hall parking lot;
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526 N. Old Woodward to 588 N. Old Woodward (no street closures)
S. Old Woodward from Brown to Lincoln (no street closures)
N. Old Woodward from Oak to 474 N. Old Woodward (no street closures)

**DATES/TIMES:** Saturday, July 26, 2025 from 9 a.m. until 5 p.m.

**DATE/TIME OF CITY COMMISSION MEETING:** XXXXXX, 2025 at 7:30pm

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760. You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

**EVENT ORGANIZER:** Birmingham Shopping District
**ADDRESS:** 151 Martin
**PHONE:** 248-530-1200

For questions on day of event, contact BSD Operations & Events Manager, Jaimi Brook at 248-508-5518

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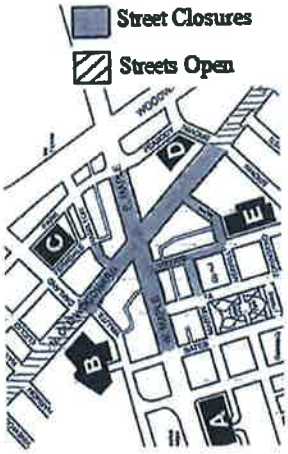
Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009




1925376099

325 OWNER LLC AND A HOME TO OWN LLC

326 E 4TH ST STE 200

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michigan municipal league

# Liability & Property Pool

## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**
City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

**Coverage Afforded:**
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

| Coverage | Contract Number | Expiration Date | Limits of Liability |
|---|---|---|---|
| General Liability | MML001444023 | 7/1/2025 | $10,000,000 |
| Automobile Liability | | | Bodily Injury & Property Damage Combined Single Limit |
| Other | | | |

**Description of Operations/Locations/Vehicles:**

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Name and Address of Certificate Holder:**
Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/3/2024

By: _____
Authorized Representative

MML-1(11/99)

## VII. . CHECKLIST

### ATTACHMENTS TO INCLUDE WITH SPECIAL EVENT APPLICATION

- Completed special event application
- Application fee (payable to "City of Birmingham")
- Map of event area detailing
  - street closures **(Police Department input required prior to submission of application)**
  - tents / canopies
  - tables
  - signs
  - trash receptacles / dumpsters
  - barricades
  - audio equipment / band
  - rides / inflatables
  - vendor booths
  - displays
  - portable toilets
  - layout of start/finish area (if on public property)
  - temporary structures or displays of any kind (picture required)
- Map of the route(s)
- Written route(s)
- Photo of display or temporary structure
- Sample of signs/banners – including size
- Hold Harmless Agreement (signed, on event sponsor's letterhead)
- Insurance certificate
- Letter to affected property owners (must include map of event area or route)*
- List of addresses the letter was distributed (includes all residential and businesses in the event area, along the route, and affected by street closures)*
- List of vendors
- If fundraiser: Information about the beneficiary

**Letter to affected property owners and list of addresses must be submitted to the clerk's office at least two weeks prior to the city commission meeting.*

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**OFFICE USE ONLY**

Received_____by ____

Date _____

License number _____

The above highlighted items must be submitted by _____

Date of commission meeting _____

**NOTIFICATION**

Received
2/10/2025

DATE: February 4, 2025
TO: Downtown Birmingham Business/Property Owner

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

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**DATES/TIMES:** Saturday, July 26, 2025 from 9 a.m. until 6 p.m.

**DATE/TIME OF CITY COMMISSION MEETING:** February 24, 2025 at 7:30pm

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760. You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

**EVENT ORGANIZER:** Birmingham Shopping District
**ADDRESS:** 151 Martin
**PHONE:** 248-530-1200

For questions on day of event, contact BSD Operations & Events Manager, Jaimi Brook at 248-508-5518

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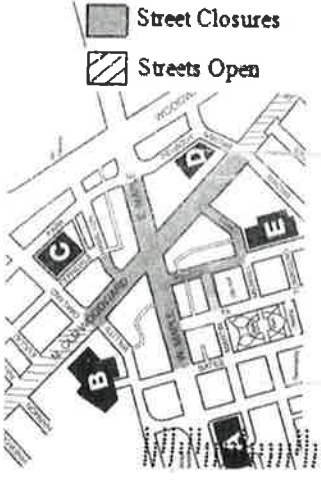
Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 48009 $ 000.56⁰
02 7W
0008029208 FEB 04 2025




PNUM: 1936202001
CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

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# DEPARTMENT APPROVALS

**EVENT NAME: Day on the Town**

**LICENSE NUMBER # 25-00012826** **COMMISSION HEARING DATE: February 24, 2025**

NOTE TO STAFF: Please submit approval by **February 24, 2025** **DATE OF EVENT: July 26, 2025**

| DEPARTMENT | APPROVED | COMMENTS | PERMITS REQUIRED (Must be obtained directly from individual departments) | ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.) | ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event) |
|---|---|---|---|---|---|
| **BUILDING**<br>**101.0-000.000.636.0005**<br>248.530.1850 | MJM | 1. All exits, exit accesses, and exit discharges must be maintained<br>2. Tents that require permits need a tent layout plan for review<br>3. All tents are required to have flame certification<br>4. Tents and canopies must be stabilized with weights<br>5. Electrical cords or water lines must be taped or matted to prevent trip hazards | | $262.35 | |
| **FIRE**<br>**101.0-000.000-636.0004**<br>248.530.1900 | JS | Crown manager required for event 1/250 ratio<br>Maintain proper clearance around fire hydrants and fire dept. connections to buildings<br>Maintain fire lanes<br>Fire extinguishers required for tents. ABC 5lb.<br>Food trucks and all tents require inspection prior to event.<br>See attached 2024 City Event Bulletin<br>Fire/ EMS response from respective fire stations. | | $0.00 | |
| **POLICE**<br>**101.0-000.000.636.0003**<br>248.530.1870 | RK | 2 detail Ofcs, 1 drone/Overwatch, and barricades. | | $2,883.25 | |
| **PUBLIC SERVICES**<br>**101.0-000.000-636.0002**<br>248.530.1642 | CL | Set up and Clean up costs including Barricades. Additional Costs could occur for any items added to the typical set up scope or if clean up is more extensive than previous years. Department is | | $6,000 | |

| | | | | | |
|---|---|---|---|---|---|
| | | requiring (1) dumpster be placed out for this event. | | | |
| **ENGINEERING**<br>**101.0-000.000.636.0002**<br>248.530.1839 | MC | Obstruction Permit is required for closing the roads | Obstruction Permit | $100 | |
| **PARKING** | AF | Free parking in all garages and meters | None | 0 | 0 |
| **INSURANCE**<br>248.530.1807 | | Need to submit COI no less than 2 weeks prior to event<br>Need to submit Hold Harmless Agreement | None | 0 | 0 |
| **CLERK**<br>**101.0-000.000-614.0000**<br>248.530.1803 | | Notification letters to be mailed by applicant no later than ___.<br>Notification addresses on file in the Clerk's Office. | Applications for vendors license must be submitted no later than ____. | 165 | 165 |
| | | | **TOTALS: Estimated and Actual Costs** | **$9,410.60** | |

**FOR CLERK'S OFFICE USE**

Deposit paid _____

Actual Cost _____

Due/Refund_____

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

City Clerk's Office

**DATE:** **February 12, 2025**

**TO:** **Jana L. Ecker, City Manager**

**FROM:** **Alexandria Bingham, City Clerk**

**SUBJECT:** **Special Event: Birmingham Cruise Event**

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INTRODUCTION:
The Birmingham Shopping District has submitted a Special Event application to hold the Birmingham Cruise Event on August 16, 2025. Setup for the event is scheduled in two phases, on August 12 and August 15, 2025 from 7:00 a.m. until 8:00 p.m. The event begins at 9:00 a.m. and ends at 8:00 p.m. Teardown is scheduled to be completed by August 17, 2025 at 2:00 p.m.

BACKGROUND:
Prior to application submission, the various departments reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

For almost 30 years the Birmingham Cruise Event has attracted thousands of visitors to its classic car show in the heart of downtown, along Old Woodward. The event will also include sponsor displays and food trucks.

The following events are scheduled in June, July, August and September in Birmingham, and do not pose a conflict for this event:

| | | |
|---|---|---|
| Village Fair | 05/28/25 - 06/01/25 | Shain Park |
| In the Park Concerts | 06/18/25 – 08/27/25 | Shain Park |
| Yoga in the Park | 06/21/25 | Shain Park |
| Common Ground Art Fair | 09/13/25 - 09/14/25 | S. Old Woodward and Merrill |

LEGAL REVIEW:
The City Attorney has reviewed the application and has no objection as to form or content.

FISCAL IMPACT:
All costs associated with this event will be paid by applicant.

SUSTAINABILITY:
The Birmingham Shopping district provides recycle bins as well as trash receptacles.

DESIGN CONSIDERATIONS:
There are no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Birmingham Shopping District notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a Special Event permit for the Birmingham Cruise event to be held August 16, 2025 from 9:00 a.m. until 6:00 p.m., with setup in two phases, partial setup on August 12 and remainder on August 15, 2025. Teardown until 8:00 p.m.

ATTACHMENTS:
1. Special Event Application.
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated February 4, 2025. Notification addresses are on file in the Clerk's Office.
3. Department approval page with comments and estimated costs.

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Cruise Event on August 17, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

25-00012897

Clerk's Office
City of Birmingham, MI

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

JAN 17 2025

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

RECEIVED

**Police Department acknowledgement:** _____

## I. EVENT DETAILS

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

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

**(Please print clearly or type)**

Date of Application _____

Name of Event Birmingham Cruise Event

Detailed Description of Event (attach additional sheet if necessary) _____

Car Show and cruise with related activities and entertainment

Location Old Woodward from Maple to Lincoln and Brown St. from Pierce parking structure entrance to Peabody St. and Merrill from Old Woodward to the parking structure entrance. Boundary includes frontage along Woodward Ave. and portions of Frank, Bowers, and Haynes between Old Woodward and Woodward

Date(s) of Event Saturday, August 16, 2025 Hours of Event 9 a.m. - 5 p.m., sponsor display 9 a.m. - 8 p.m.

Date(s) of Set-up August 15, 2025 (grassy area 8/12/25) Hours of Set-up 7 a.m. - 8 p.m.

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

Date(s) of Tear-down day of event/sponsor display 8/17/25 Hours of Tear-down City streets north of Haynes 5-7 p.m. Haynes to Lincoln complete by 2 p.m. 8/17/25

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254 office 248-508-5518 cell

Contact Email jbrook@bhamgov.org



5H

## II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District
(city, non-profit, community group, etc.)

2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Chevy, WOMC, others TBD

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
We invite non-profits to sell water to raise funds in our event area.

4. Are there any sustainability initiatives associated with this event? Please explain.
We will place recycle bins in the event area.

5. Is the event a fundraiser? YES [ ] NO [x]
List beneficiary _____
List expected income _____ Attach information about the beneficiary.

6. First time event in Birmingham? YES [ ] NO [x]
If no, describe This is an annual event.

7. Total number of people expected to attend per day 50,000 - 75,000

8. The event will be held on the following city property: (Please list)
[x] Street(s) S. Old Woodward and portions of Brown, Merrill, Frank, Bowers, Haynes, and Landon
we would also like to use portions of Daines and Hazel - if they are available
[ ] Sidewalk(s) _____
[ ] Park(s) _____



5H

9. Will street closures be required? YES [x] NO [ ]

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

What parking arrangements will be necessary to accommodate attendance?
Describe City parking structures

10. Will staff be provided to assist with safety, security and maintenance? YES [x] NO [ ]

**If yes, please provide number of staff to be provided and any specialized training received.**

Describe BSD event staff will be on-site througout the event as well as trained volunteers and professional security.

11. Will the event require safety personnel (police, fire, paramedics)? YES [x] NO [ ]

**(Police Department acknowledgement prior to submission of application i s required.) (initial here)** RK

Describe We would like police officers on-site during the event to help with crowd control and security. We would also like to have paramedics on-site in case of medical emergencies.

12. Will alcoholic beverages be served? YES [ ] NO [x]

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

13. Will music be provided? YES [x] NO [ ]

x Live x Amplification _____ x Loudspeakers

Recorded Time music will begin 9 a.m.

Time music will end 8 p.m.

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

14. Will there be signage in the area of the event? YES [X] NO [ ]

Number of signs/banners TBD - in sponsor areas, we will secure appropriate permits

Size of signs/banners TBD

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

15. Will food/beverages/merchandise be sold? YES [X] NO [ ]

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location.

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

| VENDOR NAME | GOODS TO BE SOLD | WATER HOOK-UP REQUIRED? | ELECTRIC REQUIRED? |
|---|---|---|---|
| TBD | hot dogs, etc. | no | no |
| Let's Pop - tentative | lemonade | no | no |
| Harold's Italian Ice - tentative | Italian Ice | no | no |
| TBD others | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## III. EVENT LAYOUT

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

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

| EQUIPMENT | QUANTITY | COST | NOTES |
|---|---|---|---|
| Picnic Tables | | 6 for $500.00 | A request for more than six tables will be evaluated based on availability. |
| Trash Receptacles | | $10.00 each includes 1 bag<br>For additional bags, the cost is $32/per case. | Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work. |
| Dumpsters | | $350.00/per dumpster per day | Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements. |
| Utilities (electric) | # of vendors requiring utilities | Varies | Charges according to final requirements of event. |
| Water/Fire Hydrant | | $224.75/per hydrant<br>Includes the use of 5,000 gallons of water. Any additional water usage will be billed. | Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass. |
| Meter Bags / Traffic Cones / Barricades | # to be determined by the Police Department. | | |

2. Will the following be constructed or located in the area of the event? YES NO

(show location of each on map) NOTE: Stakes are not allowed.

| TYPE | QUANTITY | SIZE |
|---|---|---|
| Tents/Canopies/Awnings<br>(A permit is required for tents over 400 square feet) | BSD - one 10'x10' sponsors TBD | |
| Portable Toilets | 16 | 12 reg & 4 handicap |
| Rides | n/a | |
| Displays | 50+ | varying sizes |
| Vendors | 5-10 | various sizes |
| Temporary Structure (must attach a photo) | TBD - sponsor will submit plans to building department for appropriate permits | |
| Other (describe) | | |

**SIGNATURE OF APPLICANT REQUIRED**

EVENT NAME Birmingham Cruise Event

EVENT DATE August 16, 2025

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

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

Jaimi Brook — Signature

1/14/25 — Date

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

---

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

V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the commission meeting.

VII. A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the commission meeting.

VIII. If street closures are necessary, a map must be included with the letter to the affected property/business owners.

2 HOURS FREE PARKING
IN ALL CITY DECKS
A. Chester Street
B. N. Old Woodward
C. Park Street
D. Peabody Street
E. Pierce Street
wh - barricades
- classic cars + vendors
* - Port-a-potties throughout event area
- Chevy
Birmingham Historical Museum
VINEWOOD
OAK
HARMON
Booth Park
RAVINE
EUCLID
N. OLD WOODWARD
OAKLAND
WILLITS
CHESTER
The Community House
Baldwin Library
BATES
MARTIN
HENRIETTA
W. MAPLE
Park
Parking
BROWN
MERRILL
City Hall
The Townsend Hotel
TOWNSEND
PIERCE
PARK
HAMILTON
E. MAPLE
Holiday Inn Express
Martin
DAINES
FRANK
PEABODY
S. OLD WOODWARD
WOODWARD AVENUE
FOREST
MAPLE
ELM
PEABODY
MAPLE
CHESTNUT
HAZEL
ELM
BOWERS
Birmingham Fire Dept.
HAYNES
HOLLAND
NORTH
WEBSTER
ADAMS
LINCOLN
BRANDON
GEORGE
ANN

## SPECIAL EVENT REQUEST NOTIFICATION

January XX, 2025

TO: Property Owners and Business Owners

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

NAME OF EVENT: Birmingham Cruise Event

LOCATION: S. Old Woodward from Lincoln to Maple, portions of Merrill, Brown, Daines, Hazel, Frank, Bowers, Haynes and Landon that are adjacent to S. Old Woodward

DATE/TIME: Saturday, August 16, 2025 from 9 a.m. to 8 p.m.

DATE OF CITY COMMISSION MEETING: February XX, 7:30 p.m.

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760 You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing. TDD# 248-644-3405

EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin Street, Birmingham
PHONE: 248-530-1200

For questions on day of event, contact BSD Events Mgr, Jaimi Brook at 248-508-5518


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DATE OF CITY COMMISSION MEETING: February XX, 7:30 p.m.

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760 You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing. TDD# 248-644-3405

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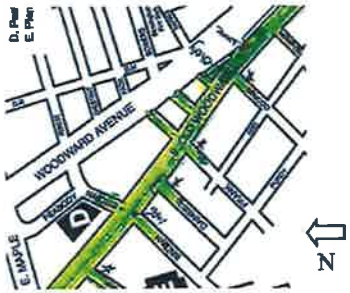
ADDRESS: 151 Martin Street, Birmingham
PHONE: 248-530-1200

For questions on day of event, contact BSD Events Mgr, Jaimi Brook at 248-508-5518

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

**BIRMINGHAM CRUISE EVENT**
**2026**




Property/Business Owner
22519 FIDDLERS COVE RD
BEVERLY HILLS, MI 48025

5H

michigan municipal league

# Liability & Property Pool

## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**
City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

**Coverage Afforded:**
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

| Coverage | Contract Number | Expiration Date | Limits of Liability |
|---|---|---|---|
| General Liability | MML001444023 | 7/1/2025 | $10,000,000 |
| Automobile Liability | | | Bodily Injury & Property Damage Combined Single Limit |
| Other | | | |

**Description of Operations/Locations/Vehicles:**

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Name and Address of Certificate Holder:**
Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/3/2024

By: _____
Authorized Representative

MML-1(11/99)

## VII. . CHECKLIST

### ATTACHMENTS TO INCLUDE WITH SPECIAL EVENT APPLICATION

- Completed special event application
- Application fee (payable to "City of Birmingham")
- Map of event area detailing
  - street closures **(Police Department input required prior to submission of application)**
  - tents / canopies
  - tables
  - signs
  - trash receptacles / dumpsters
  - barricades
  - audio equipment / band
  - rides / inflatables
  - vendor booths
  - displays
  - portable toilets
  - layout of start/finish area (if on public property)
  - temporary structures or displays of any kind (picture required)
- Map of the route(s)
- Written route(s)
- Photo of display or temporary structure
- Sample of signs/banners – including size
- Hold Harmless Agreement (signed, on event sponsor's letterhead)
- Insurance certificate
- Letter to affected property owners (must include map of event area or route)*
- List of addresses the letter was distributed (includes all residential and businesses in the event area, along the route, and affected by street closures)*
- List of vendors
- If fundraiser: Information about the beneficiary

**Letter to affected property owners and list of addresses must be submitted to the clerk's office at least two weeks prior to the city commission meeting.*

---

**OFFICE USE ONLY**

Received_____by ____

Date _____

License number _____

The above highlighted items must be submitted by _____

Date of commission meeting _____

## SPECIAL EVENT REQUEST NOTIFICATION

Received
2/10/2025

February 4, 2025

TO: Property Owners and Business Owners

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

NAME OF EVENT: Birmingham Cruise Event

LOCATION: S. Old Woodward from Lincoln to Maple, portions of Merrill, Brown, Daines, Hazel, Frank, Bowers, Haynes and Landon that are adjacent to S. Old Woodward

DATE/TIME: Saturday, August 16, 2025 from 9 a.m. to 8 p.m.

DATE OF CITY COMMISSION MEETING: February 24, 2025 7:30 p.m.

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760 You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing. TDD# 248-644-3405

EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin Street, Birmingham
PHONE: 248-530-1200

For questions on day of event, contact BSD Events Mgr, Jaimi Brook at 248-508-5518

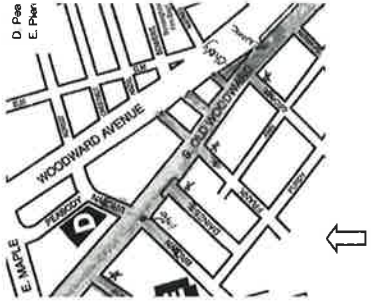
**5H**

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

FIRST-CLASS

US POSTAGE IMI PITNEY BOWES
ZIP 48009 $ 000.56⁰
02 7W
0008029208 FEB 04 2025

**BIRMINGHAM CRUISE EVENT**
**2025**




PNUM: 1936202001
CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

**5H**

# DEPARTMENT APPROVALS

**EVENT NAME: Cruise Event**

**LICENSE NUMBER # 25-00012827** **COMMISSION HEARING DATE: February 24, 2025**

NOTE TO STAFF: Please submit approval by **February 10, 2025** **DATE OF EVENT: August 16, 2025**

| DEPARTMENT | APPROVED | COMMENTS | PERMITS REQUIRED (Must be obtained directly from individual departments) | ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.) | ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event) |
|---|---|---|---|---|---|
| **BUILDING**<br>**101.0-000.000.636.0005**<br>248.530.1850 | MJM | Tents over 400 sq ft. require permits. | | $6704.60 | |
| **FIRE**<br>**101.0-000.000-636.0004**<br>248.530.1900 | JS | -Maintain fire lane where possible to 16 feet wide by 13'6" vertical (exception made for bump outs and single lane on South Old Woodward as discussed where 14-15 feet is acceptable). Estimated fire land must remain clear at all times.<br>-Food trucks and tents will be inspected, no gas or fuel cans will be permitted in festival area.<br>-Follow food truck vendor safety sheet.<br>-No cooking devices shall be used under tents without proper clearances.<br>-All extension cords shall use protective wire bridge to avoid direct contact from foot or vehicle traffic.<br>-**Fire extinguishers required for tent or vehicle vendors size 3A:40: BC (5 lb, ABC) no exceptions.**<br>-Additional Fire and EMS crews will be on duty. | | $7,650.00 | |
| **POLICE**<br>**101.0-000.000.636.0003**<br>248.530.1870 | RK | Detail personnel, Overwatch/Drone, Plain Clothes DB, barricades, meter bags. | | $7,000.00 | |
| **PUBLIC SERVICES**<br>**101.0-000.000-636.0002**<br>248.530.1642 | CL | Roll off dumpsters at fire station for trash removal. Costs includes dumpsters, setup, staffing during event and cleanup. | | $16,000 | |

| | | | | | |
|---|---|---|---|---|---|
| **ENGINEERING**<br>**101.0-000.000.636.0002**<br>248.530.1839 | MC | Part of Daines and Hazel will still be closed for this event. An obstruction permit will be required. | Obstruction Permit | $100 | |
| **PARKING** | AF | Patrons pay the going rate at all garages and meters | None | 0 | 0 |
| **INSURANCE**<br>248.530.1807 | | Need to submit COI no less than 2 weeks prior to event<br>Need to submit Hold Harmless Agreement | None | 0 | 0 |
| **CLERK**<br>**101.0-000.000-614.0000**<br>248.530.1803 | | Notification letters to be mailed by applicant no later than ___.<br>Notification addresses on file in the Clerk's Office. | Applications for vendors license must be submitted no later than ____. | 165 | 165 |
| | | | **TOTALS: Estimated and Actual Costs** | **$37,619.60** | |

**FOR CLERK'S OFFICE USE**

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 2/6/25
h:\shared\special events\- general information\approval page.doc

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

Planning Department

**DATE:** February 10, 2025

**TO:** Jana L. Ecker, City Manager

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Set Public Hearing for 225 E. Maple – Social Kitchen & Bar – Special Land Use Permit Amendment, Final Site Plan & Design Review

---

INTRODUCTION:
The applicant has submitted a Special Land Use Permit Amendment, Final Site Plan & Design Review application to replace the current outdoor dining patio on the via (east) side of the building. The current outdoor dining patio is constructed of predominantly vinyl panels with a metal frame. The new proposal is an aluminum pergola with roof and glass transom.

The subject site, 225 E. Maple, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. Social Kitchen and Bar has inhabited this site since 2012, and was one of the City's first bistro establishments. In 2017/2018, the restaurant submitted a Special Land Use Permit (SLUP) amendment to renovate the interior and exterior of the space that was ultimately cancelled. The original 2012 approval contained 64 indoor dining seats and 86 outdoor dining seats (56 in via and 30 on rooftop). The 2017/2018 SLUP amendment did not change the seat counts.

BACKGROUND:
On January 22, 2025 (Agenda - Video), the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit Amendment, Final Site Plan & Design Review application for 225 E. Maple – Social Kitchen & Bar – subject to the following conditions:

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

At this time, the applicant has submitted two variance requests to the Board of Zoning Appeals which are currently scheduled for March 11, 2025. The variances requested are for the proposed enclosure and for seat counts in excess of the 65 permitted maximum for bistro establishments. These variance requests are intended to attempt to achieve the standards of Article 4, Section 4.44 (D) of the Zoning Ordinance.

LEGAL REVIEW:
The City Attorney has reviewed this request and objects as to form and content because it does not comply with the standards of 4.44 (D)(2) of the Zoning Ordinance and the seat count is in excess of the permitted maximum for bistro establishments of 65 seats.

FISCAL IMPACT:
All outdoor dining establishments in the public right of way are required to pay annual fees that include the leasing of public space to operate the outdoor dining facilities. The footprint of this outdoor dining facility for which the lease fees are calculated is not changing, thus the only change in fees would be based on the market value of the land being leased, which is calculated annually.

SUSTAINABILITY:
Sustainability considerations for this proposal include the seasonality factor of this outdoor dining establishment and the material construction of the pergola. In terms of seasonality, this particular outdoor dining facility as it exists today contains electric heaters and HVAC ductwork that helps moderate temperatures for its inhabitants. Due to the construction of the current facility, it can be assumed that there is significant energy loss through the current fabric awning and eisnglass enclosure. The Planning Department would not expect the new proposed facility to be much better. Because this particular outdoor dining facility is unlike most others in the City, the potential for the enclosures to facilitate year-round outdoor dining is higher and with use in colder temperatures deeper into the year, the potential for energy loss increases. In terms of the new proposed materials, aluminum is a sturdy and easily recyclable metal.

DESIGN CONSIDERATIONS:
Generally speaking, the design of the new outdoor dining facility is of a higher quality and would better fit the aesthetics of Downtown Birmingham. However, the Planning Department does understand that the proposed design includes an enclosure, which is not permitted and may not match the purpose and intent of the recently amended outdoor dining standards.

PUBLIC COMMUNICATIONS:
As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on January 22, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site. Similar notices will be sent out in advance of the public hearing at the City Commission on March 24, 2025.

SUMMARY:
The Planning Department requests that the City Commission set a public hearing date of March 24, 2025 to consider the Special Land Use Permit Amendment, Final Site Plan & Design Review application for 225 E. Maple, to permit the replacement of the current outdoor dining patio on the via (east) side of the building with an aluminum pergola with roof and enclosure systems.

ATTACHMENTS:
Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract (DRAFT)
- Site/Design Plans
- Planning Board Report

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set a public hearing date of March 24, 2025 to consider the Special Land Use Permit Amendment, Final Site Plan & Design Review application for 225 E. Maple, to permit the replacement of the current outdoor dining patio on the via (east) side of the building with an aluminum pergola with roof and enclosure systems.

**Social Kitchen & Bar**
**225 E. Maple**
**Special Land Use Permit Amendment 2025**

WHEREAS, The City Commission granted Special Land Use Permit, Final Site Plan and Design Review approval for Social Kitchen & Bar at 225 E. Maple on January 9, 2012;

WHEREAS, A Special Land Use Permit Amendment, Final Site Plan & Design Review application was filed in December 2024 for approval of a replacement of an existing enclosed outdoor dining patio on the via (east) side of the building with a fixed aluminum pergola with roof and enclosure systems;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the north side of Maple Road, east of Old Woodward;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

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

WHEREAS, The Birmingham Planning Board on January 22, 2025 reviewed the application for Special Land Use Permit, Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated January 22, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend approval to the City Commission the replacement of the current outdoor dining patio on the via (east) side of the building with an aluminum pergola with roof and enclosure systems with the following conditions;

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

WHEREAS, The Birmingham Zoning Board of Appeals on March 11, 2025 granted/did not grant the variance requested to replace the current outdoor dining patio on the via (east) side of the building with a fixed aluminum pergola with roof and new enclosure systems;

WHEREAS, The Birmingham Zoning Board of Appeals on March 11, 2025 granted/did not grant the variance requested to maintain an outdoor dining seat count of XX seats, which is over the permitted maximum of 65 outdoor dining seats for bistro establishments;

WHEREAS, The Birmingham City Commission has conducted a public hearing on March 24, and has reviewed the Special Land Use Permit, Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission adopts the findings of Planning Board and finds the standards imposed in Article 7, Section 7.36 of the Zoning Ordinance and other applicable standards in the City Code have been met, subject to the conditions below, and that Social Kitchen & Bar's application for a Special Land Use Permit Amendment, Final Site Plan & Design Review at 225 E. Maple is hereby approved;

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

1. Social Kitchen & Bar shall abide by all provisions of the Birmingham City Code;
2. Social Kitchen & Bar shall comply with the approved site and design plans and any amendments thereto;
3. The variances granted/not granted by the Board of Zoning Appeals is tied to the approved site plans. Any change made to the approved site plans may nullify the variance that was granted and require Social Kitchen & Bar to pursue a new variance request; and
4. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

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

BE IT FURTHER RESOLVED that Social Kitchen & Bar is recommended for approval of a replacement of the current outdoor dining patio on the via (east) side of the building with a fixed aluminum pergola with roof and enclosure systems at 225 E. Maple, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on March 24, 2025.

**Alexandria Bingham**
**City Clerk**

# CONTRACT FOR A SPECIAL LAND USE PERMIT
# 225 E. MAPLE – SOCIAL KITCHEN AND BAR

This Contract is entered into this____day of_____, 2025 by and between **SOCIAL KITCHEN AND BAR, LLC**, whose address is 6400 Telegraph Rd. Ste. 2000, Bloomfield Hills MI 48301 (hereinafter referred to as "Social Kitchen & Bar"), **RABBIT HOLDINGS, LLC**, whose address is 800 West Long Lake Rd. Ste. 220, Bloomfield Hills MI 48302 ("Property Owner"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

## R E C I T A L S:

**WHEREAS**, The City Commission granted Special Land Use Permit, Final Site Plan and Design Review approval for Social Kitchen & Bar at 225 E. Maple on January 9, 2012;

**WHEREAS**, A Special Land Use Permit Amendment, Final Site Plan & Design Review application was filed in December 2024 for approval of a replacement of an existing enclosed outdoor dining patio on the via (east) side of the building with an aluminum pergola with roof and enclosure systems;

**WHEREAS**, The land for which the Special Land Use Permit is sought is located on the north side of Maple Road, east of Old Woodward;

**WHEREAS**, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

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

**WHEREAS**, The Birmingham Planning Board on January 22, 2025 reviewed the application for Special Land Use Permit, Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated January 22, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend approval to the City Commission the replacement of the current outdoor dining patio on the via (east) side of the building with an aluminum pergola with roof and enclosure systems with the following conditions;

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in

DRAFT

accordance with Article 7, Section 7.28 of the Zoning Ordinance.

**WHEREAS**, The Birmingham Zoning Board of Appeals on March 11, 2025 granted/did not grant the variance requested to replace the current outdoor dining patio on the via (east) side of the building with an aluminum pergola with roof and new enclosure systems;

WHEREAS, The Birmingham Zoning Board of Appeals on March 11, 2025 granted/did not grant the variance requested to maintain an outdoor dining seat count of XX seats, which is over the permitted maximum of 65 outdoor dining seats for bistro establishments;

**WHEREAS**, The Birmingham City Commission has conducted a public hearing on March 24, and has reviewed the Special Land Use Permit, Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

**WHEREAS**, the City of Birmingham Commission is granting a contract to Social Kitchen & Bar for the approval of a Special Land Use Permit Amendment for the use of an on premise liquor license.

**NOW, THEREFORE**, the parties agree as follows:

1. Social Kitchen & Bar will utilize a state issued liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the City of Birmingham shall require the approval of the Birmingham City Commission in accordance with Section 10-83 of the City of Birmingham Code of Ordinances. In addition, any expansion of the Property shall also require the approval of the Birmingham City Commission.

2. Social Kitchen & Bar further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for on premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Social Kitchen & Bar shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Social Kitchen & Bar further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Social Kitchen & Bar acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc.

4. Social Kitchen & Bar acknowledges that outdoor dining is permitted with a valid Outdoor Dining License which is applied for and granted annually.

5. Social Kitchen & Bar agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

6. Social Kitchen & Bar further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

7. Social Kitchen & Bar agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

8. Social Kitchen & Bar agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Social Kitchen & Bar from operating the establishment. Social Kitchen & Bar agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Social Kitchen & Bar further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

9. To the fullest extent permitted by law, Social Kitchen & Bar and any entity or person for whom Social Kitchen & Bar is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Social Kitchen & Bar's operation of an establishment at the Property. Social Kitchen & Bar is not liable if the act or omission is the City's.

10. In the event Social Kitchen & Bar fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner.

11. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. 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 a federal or state court with jurisdiction over Oakland County, Michigan.

12. This contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

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

14. The City determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

1. Social Kitchen & Bar shall abide by all provisions of the Birmingham City Code;
2. Social Kitchen & Bar shall comply with the approved site and design plans and any amendments thereto;
3. The variances granted/not granted by the Board of Zoning Appeals is tied to the approved site plans. Any change made to the approved site plans may nullify the variance that was granted and require Social Kitchen & Bar to pursue a new variance request; and
4. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

15. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Social Kitchen & Bar has been given notice and a hearing.

16. Except as herein specifically provided, Social Kitchen & Bar and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Social Kitchen & Bar to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

17. Social Kitchen & Bar is recommended for the operation of an establishment serving alcoholic beverages for on premise consumption, above all others, subject to final inspection.

18. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Social Kitchen & Bar. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

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**IN WITNESS WHEREOF**, the parties hereby have executed this Contract as of the date set forth above.

**SOCIAL KITCHEN AND BAR, LLC** (Social Kitchen & Bar)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN )
) ss:
COUNTY OF OAKLAND )

On this _____day of _____, 2025, before me personally appeared _____who acknowledged that with authority on behalf **SOCIAL KITCHEN AND BAR, LLC** to do so signed this Agreement.

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

**RABBIT HOLDINGS, LLC** (Property Owner)
(as to paragraph 10 only)

By: _____

Its: _____

STATE OF MICHIGAN )
) ss:
COUNTY OF OAKLAND )

On this _____day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of **RABBIT HOLDINGS, LLC** to do so signed this Agreement.

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

DRAFT

**CITY OF BIRMINGHAM**

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

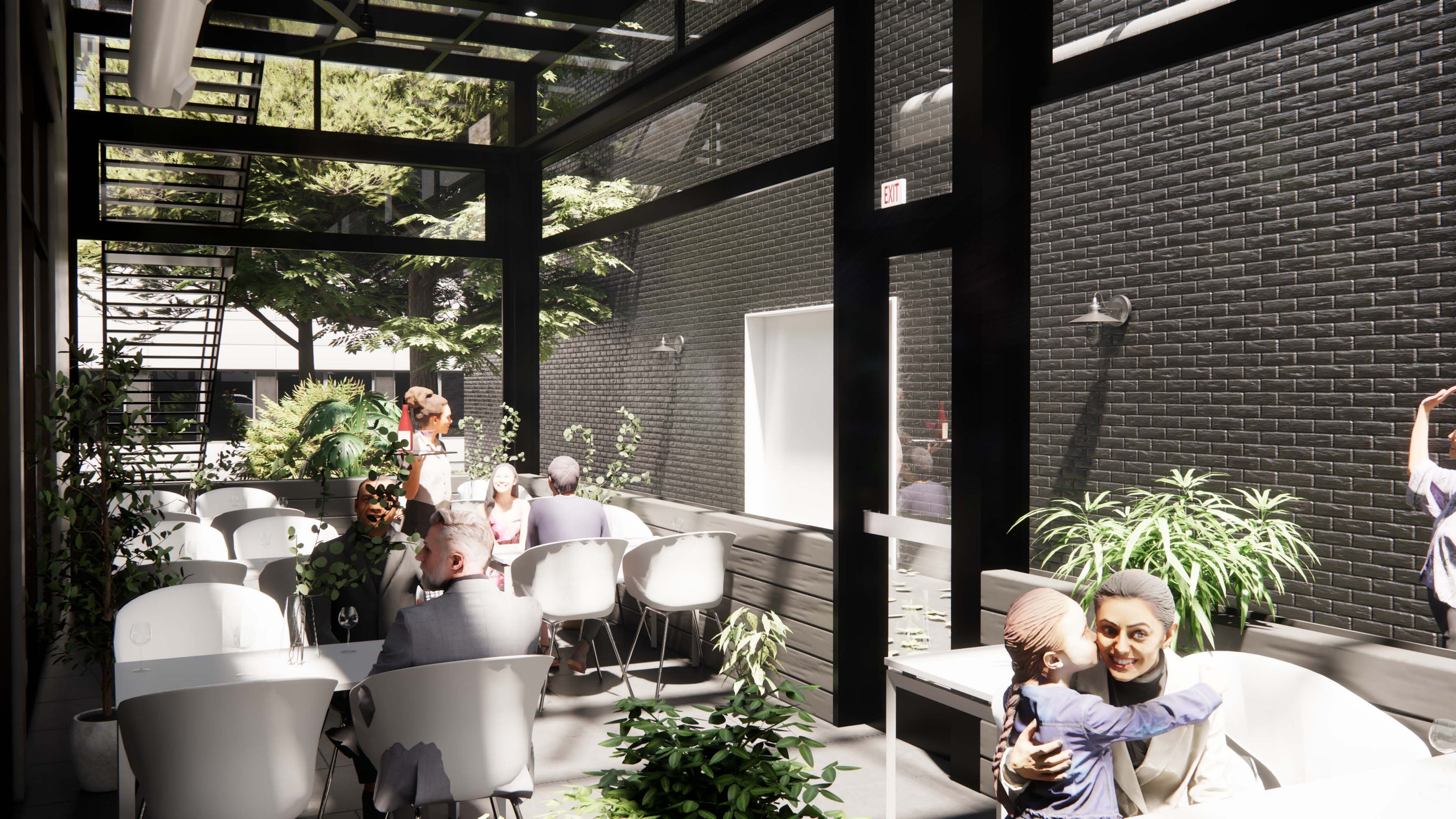
_____
Jana L. Ecker, City Manager
(Approved as to substance)

_____
Nicholas J. Dupuis, Planning Director
(Approved as to substance)

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

DRAFT

EXIT

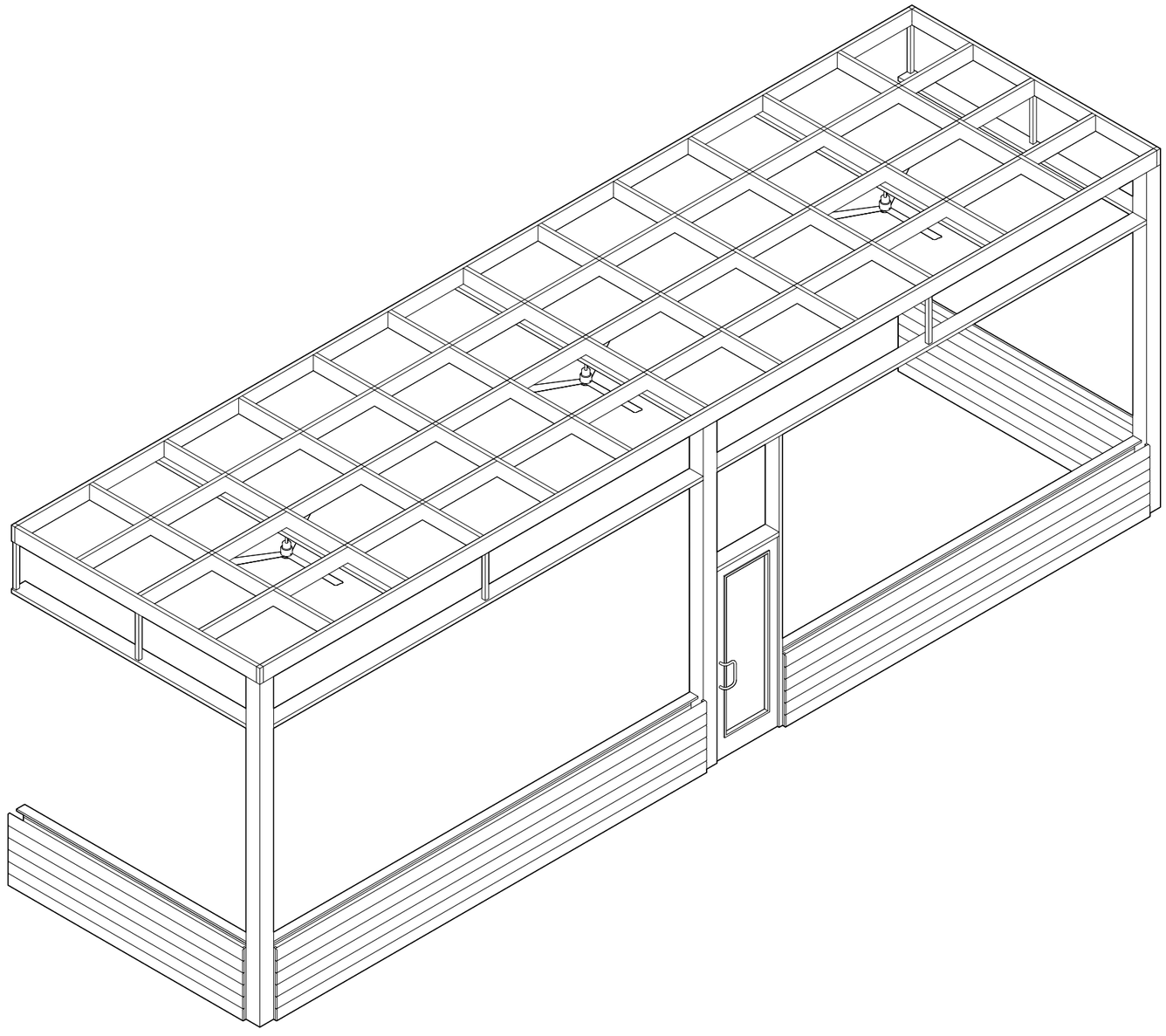

EXIT

EXIT

SKYVIEW
DETROIT

# Social Birmingham

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by



December 10, 2024
date issued

225 E. Maple Road
address

A 101 Cover Page
A 102 Top View
A 103 Seating Plan
A 104 Section A-A/Elevation
A 105 Section B-B
A 106 Corner Detail
A 107 Footer Detail
A 108 Post Detail
A 109 Wall Attach

table of contents

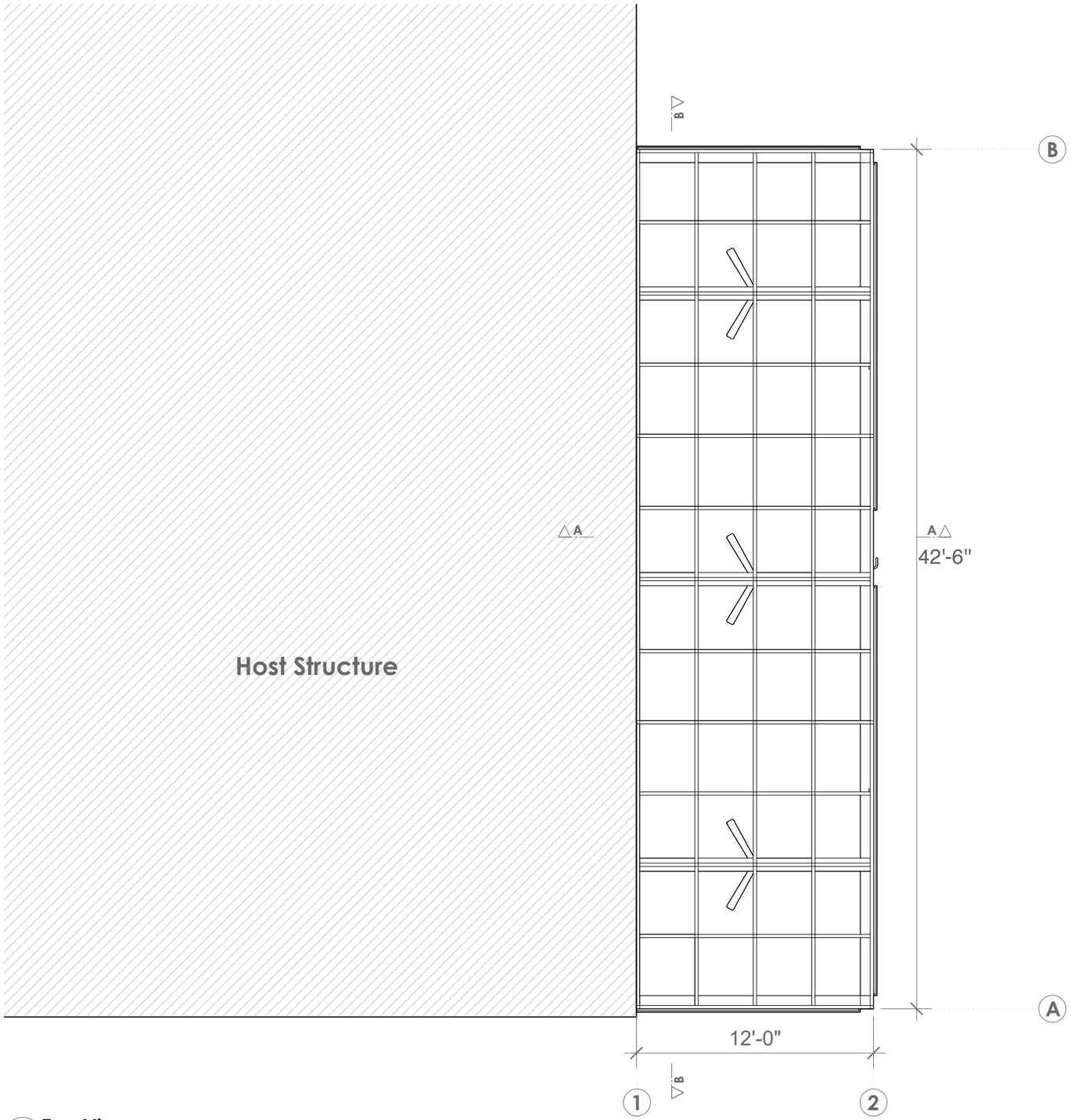
241210
project #

01
drawing #

Cover Page
page name

A101
page #

PERGOLA SHOP DRAWINGS




**Top View**
Scale: 1" = 6' 0"

# Social Birmingham

SKYVIEW
DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

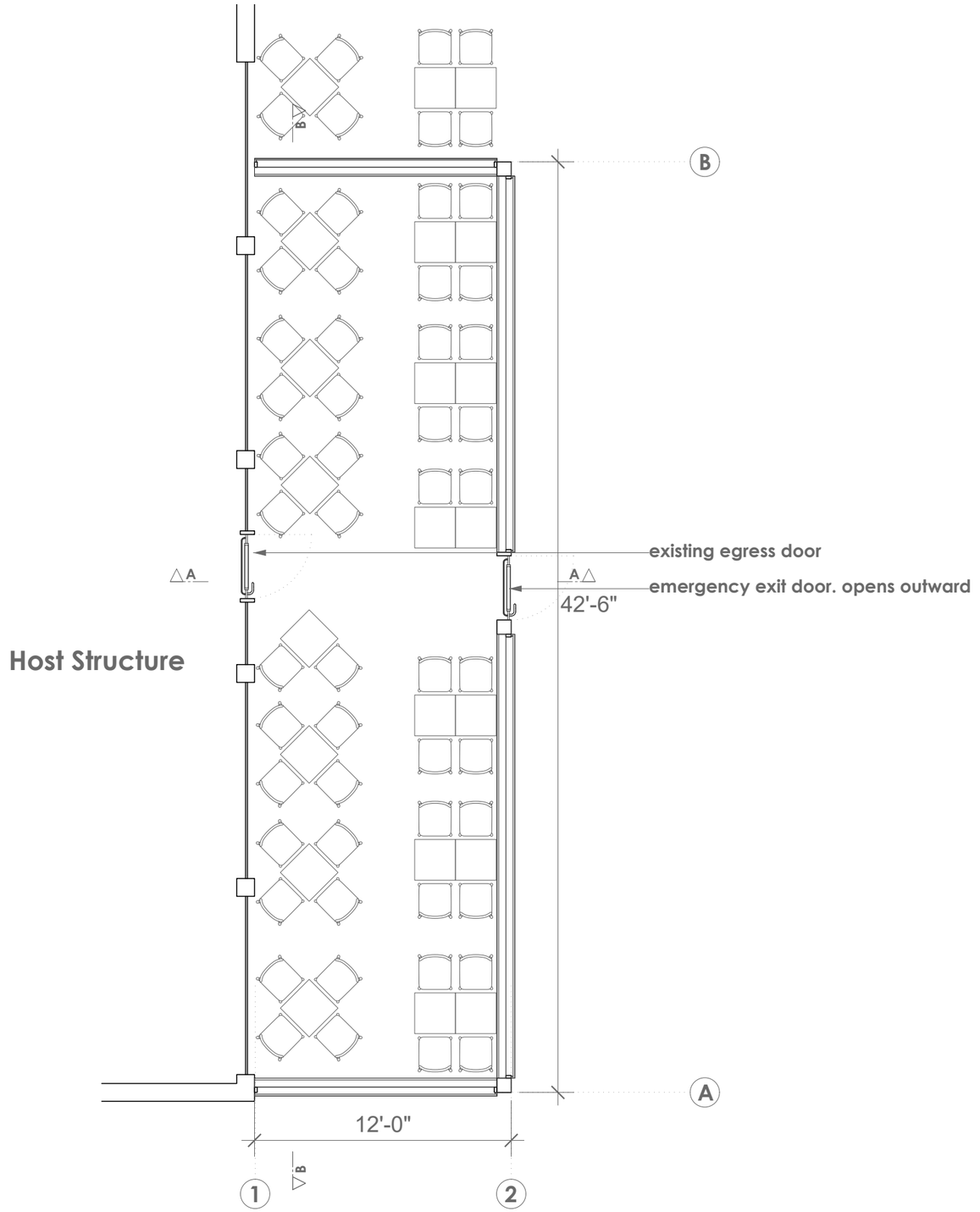
241210
project #

02
drawing #

Top View
page name

A102
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type




**Seating Plan**
Scale: 1" = 6' 0"

# Social Birmingham

SKYVIEW DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

Decemmber 10, 2025
date issued

225 E Maple Rd.
address

0010
project #

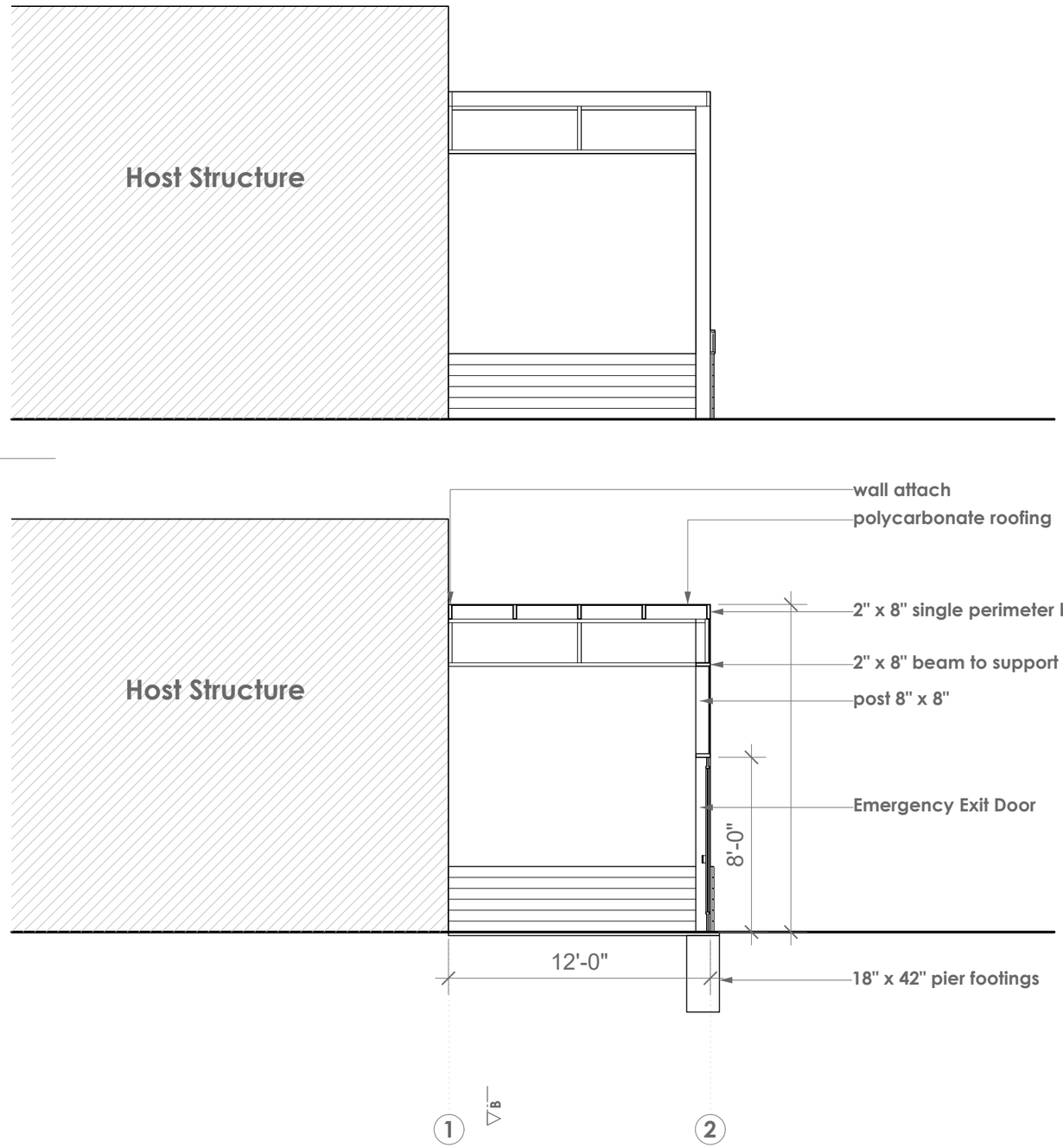
03
drawing #

Seating Plan
page name

A103
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type

# Social Birmingham




**South Elevation**
Scale: 1" = 6' 0"

**Section A-A**
Scale: 1" = 6' 0"

SKYVIEW
DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

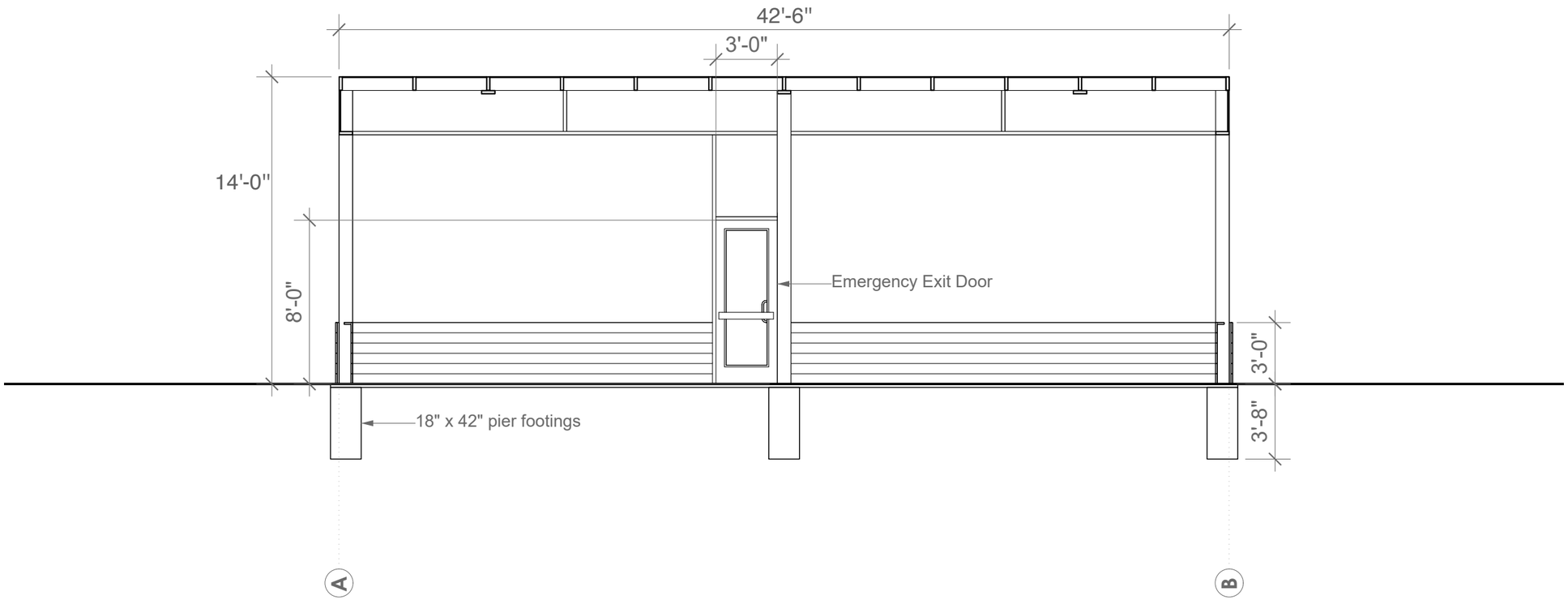
December 10, 2024
date issued

225 E Maple Rd.
address

| | |
|---|---|
| 241210<br>project # | 04<br>drawing # |
| Section A-A<br>page name | A104<br>page # |

Louvers 6063-T5
All others components 6063-T6
aluminium type

# Social Birmingham




**Section B-B**
Scale: 1" = 6' 0"

SKYVIEW
DETROIT
2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

241210
project #

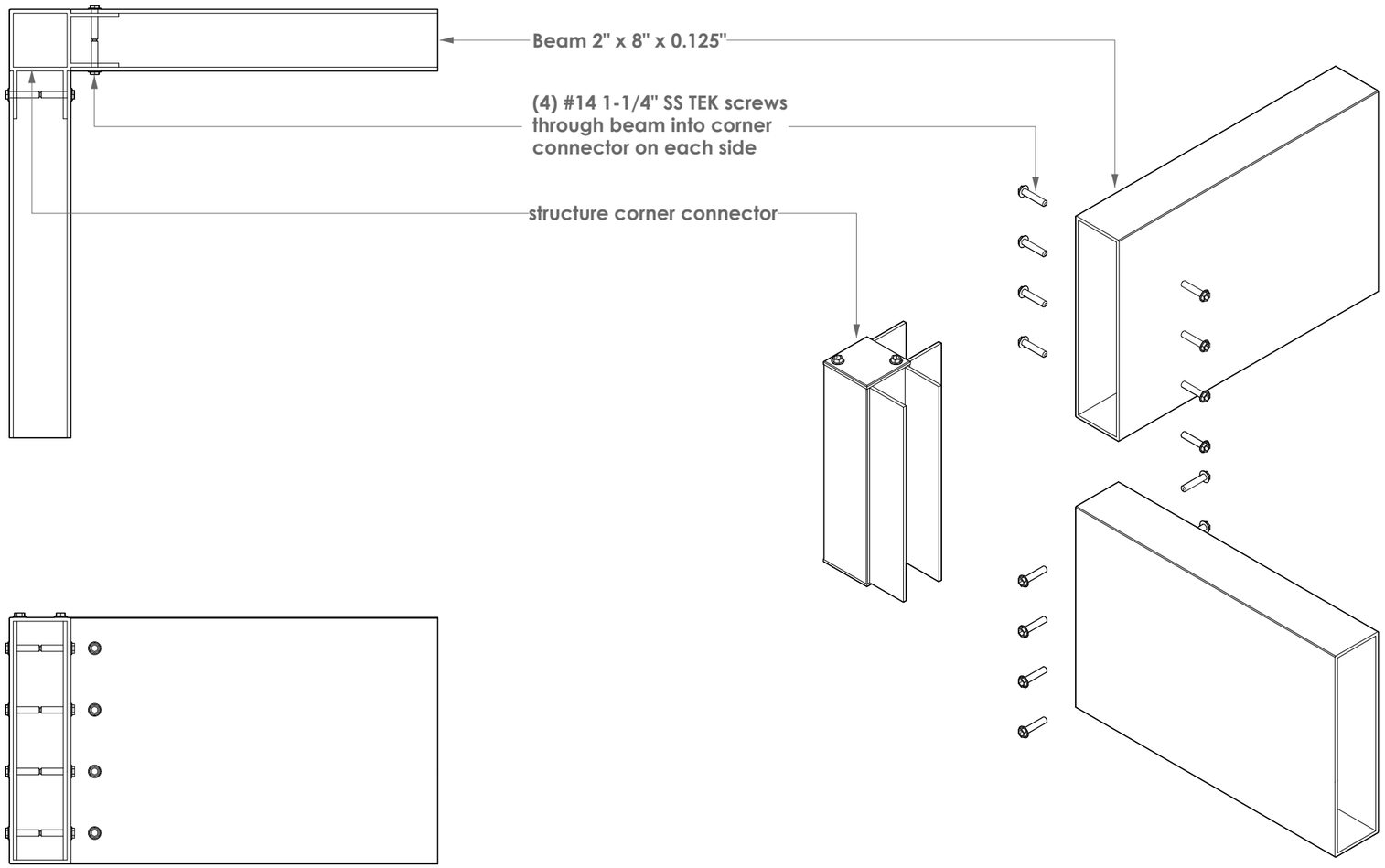
05
drawing #

Section B-B
page name

A105
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type

# Social Birmingham






**Corner Detail**

SKYVIEW
DETROIT

2605 C[illegible] Park Rd,
cCommer[illegible] Charter Twp, MI 48390
presented b[illegible]

December 10, 2024
date issued

225 E Maple Rd.
address

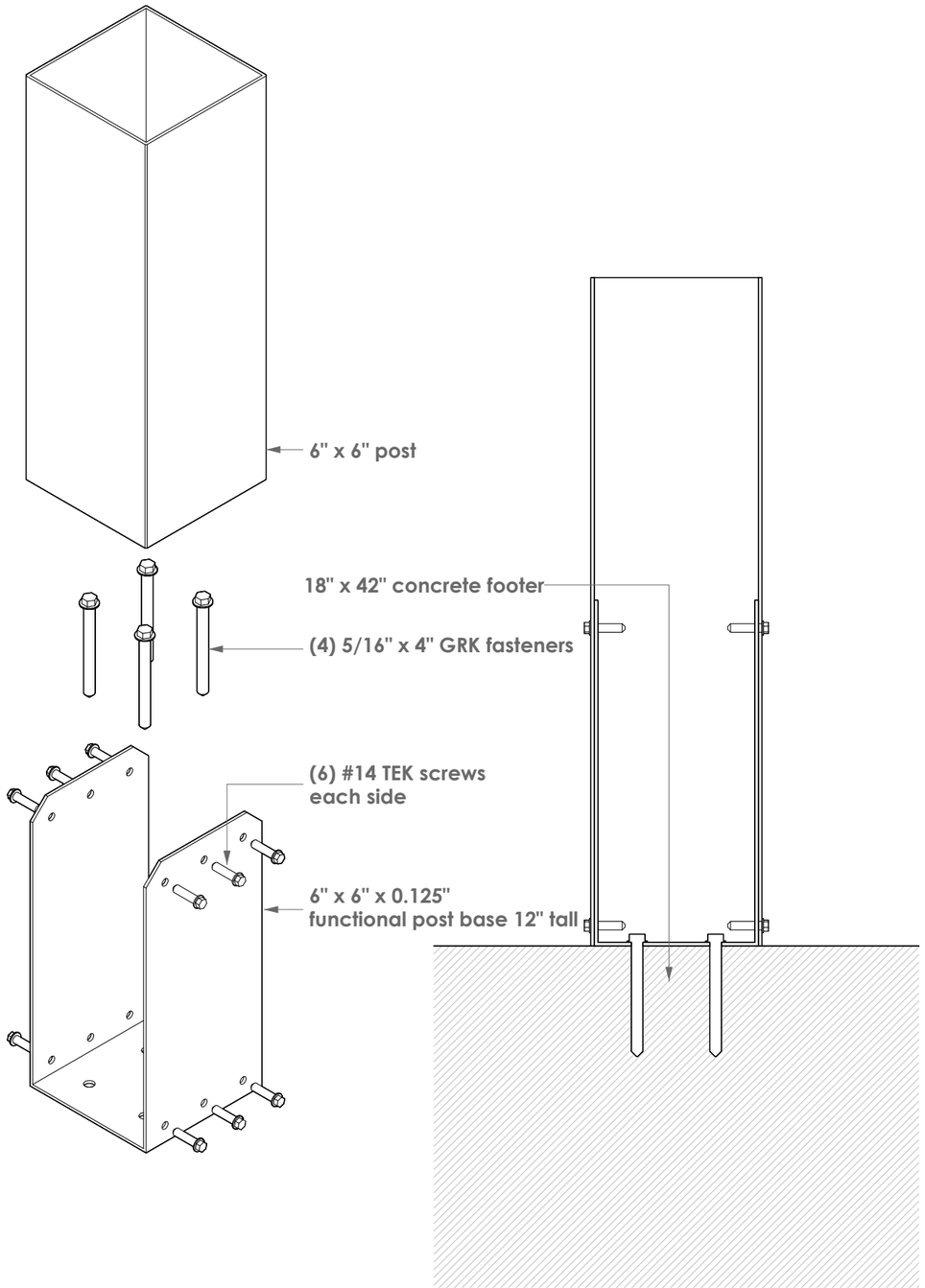
241210
project #

06
drawing #

Corner Detail
page name

A106
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type




**Footer Detail**

# Social Birmingham

SKYVIEW
DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

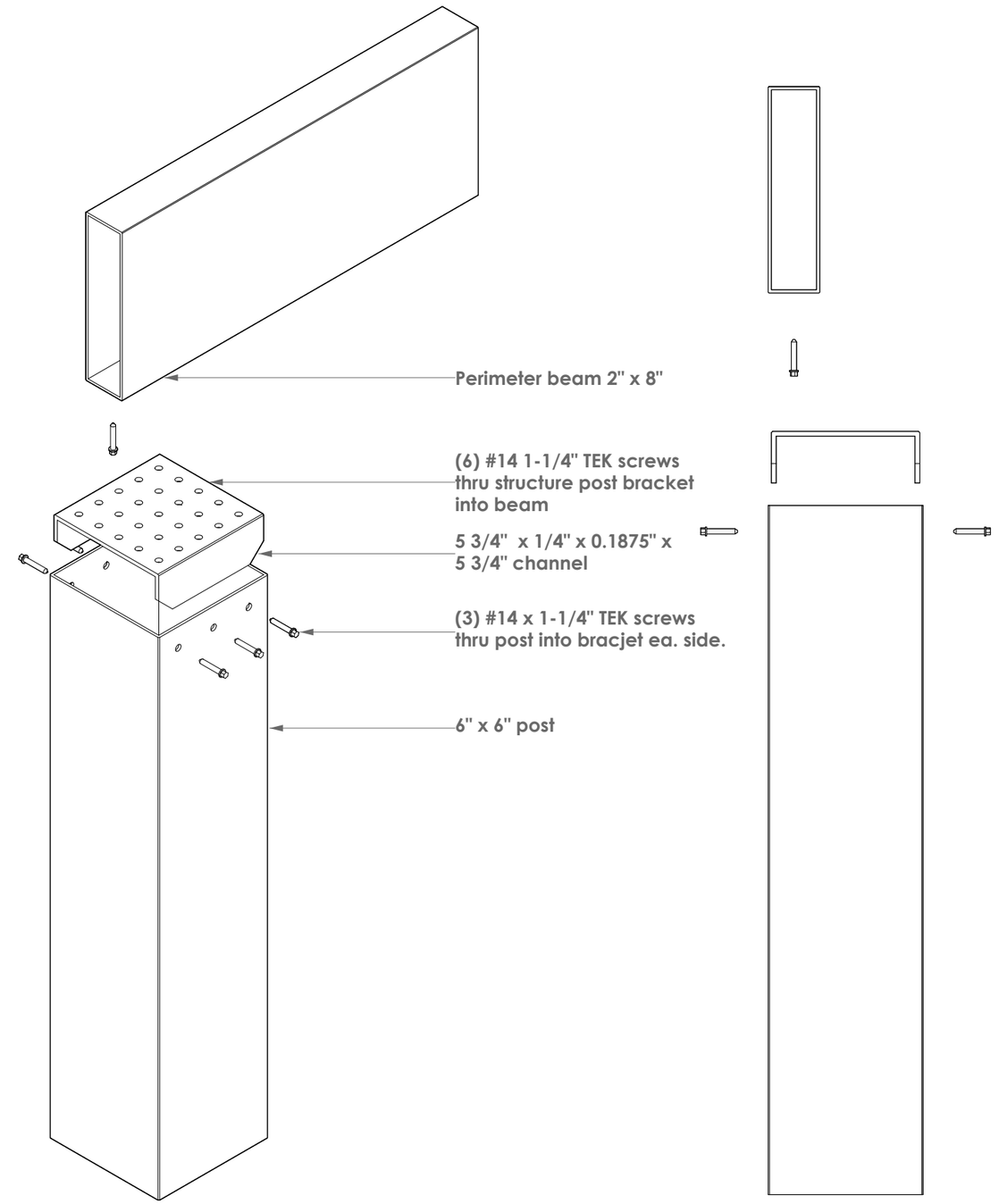
241210
project #

07
drawing #

Footer Detail
page name

A107
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type




**Post Detail**

# Social Birmingham

SKYVIEW
DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

241210
project #

08
drawing #

Post Detail
page name

A108
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type

For concret attachment:

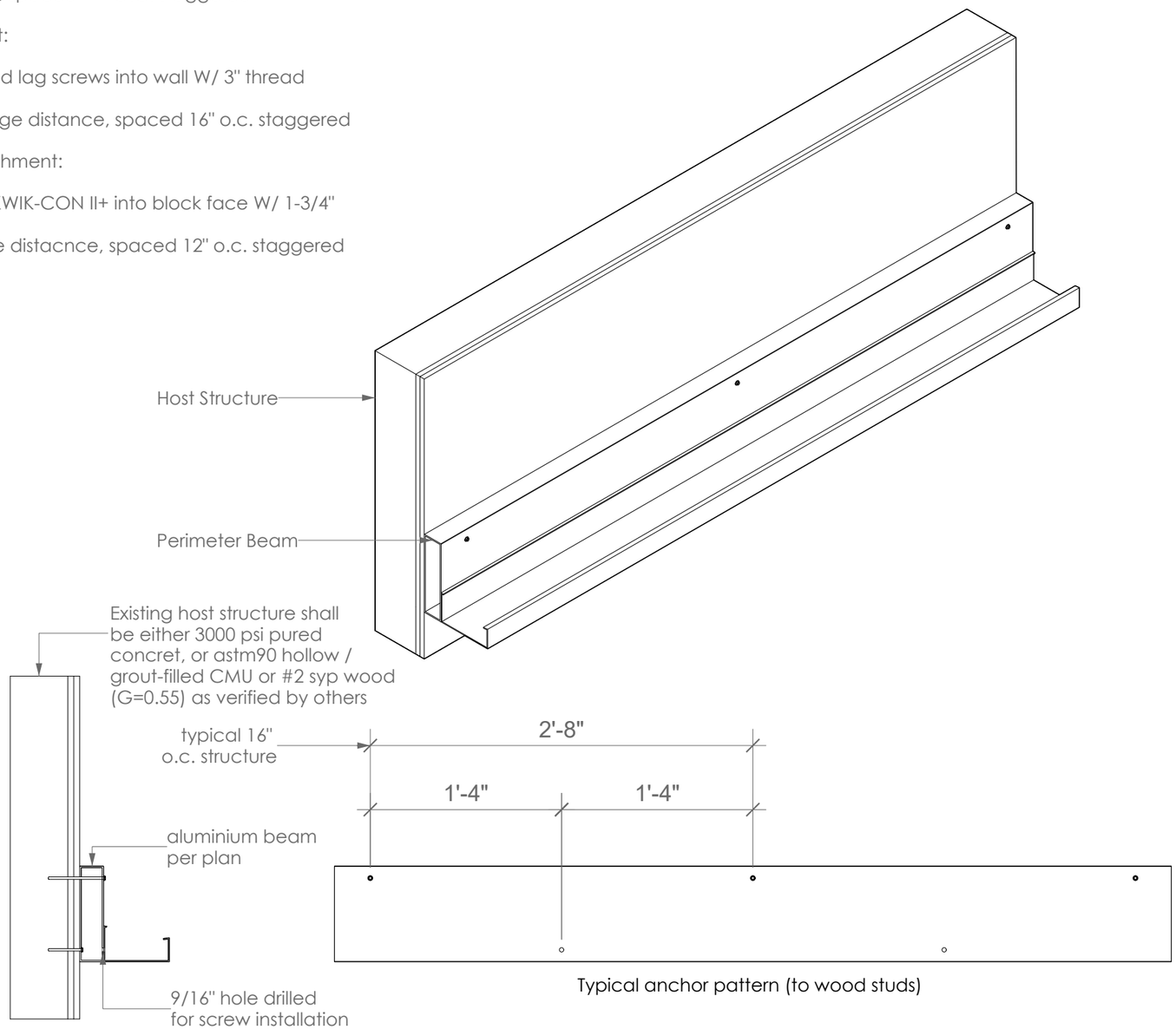
(2) 1/4" diam. ITW stainless steel tapcon into wall W/ 3" embedment
and 3" Edge distance, spaced 12" O.C. staggered

For wood attachment:

(2) 1/4" diam. s.s. wood lag screws into wall W/ 3" thread engagement
and 3/4" minimum edge distance, spaced 16" o.c. staggered

For hollow CMU attachment:

(2) 1/4" diam s.s. Hilti KWIK-CON II+ into block face W/ 1-3/4" embedment
and 3" minimum edge distacnce, spaced 12" o.c. staggered




Typical anchor pattern (to wood studs)

**Wall Attach Detail**

# Social Birmingham

SKYVIEW DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

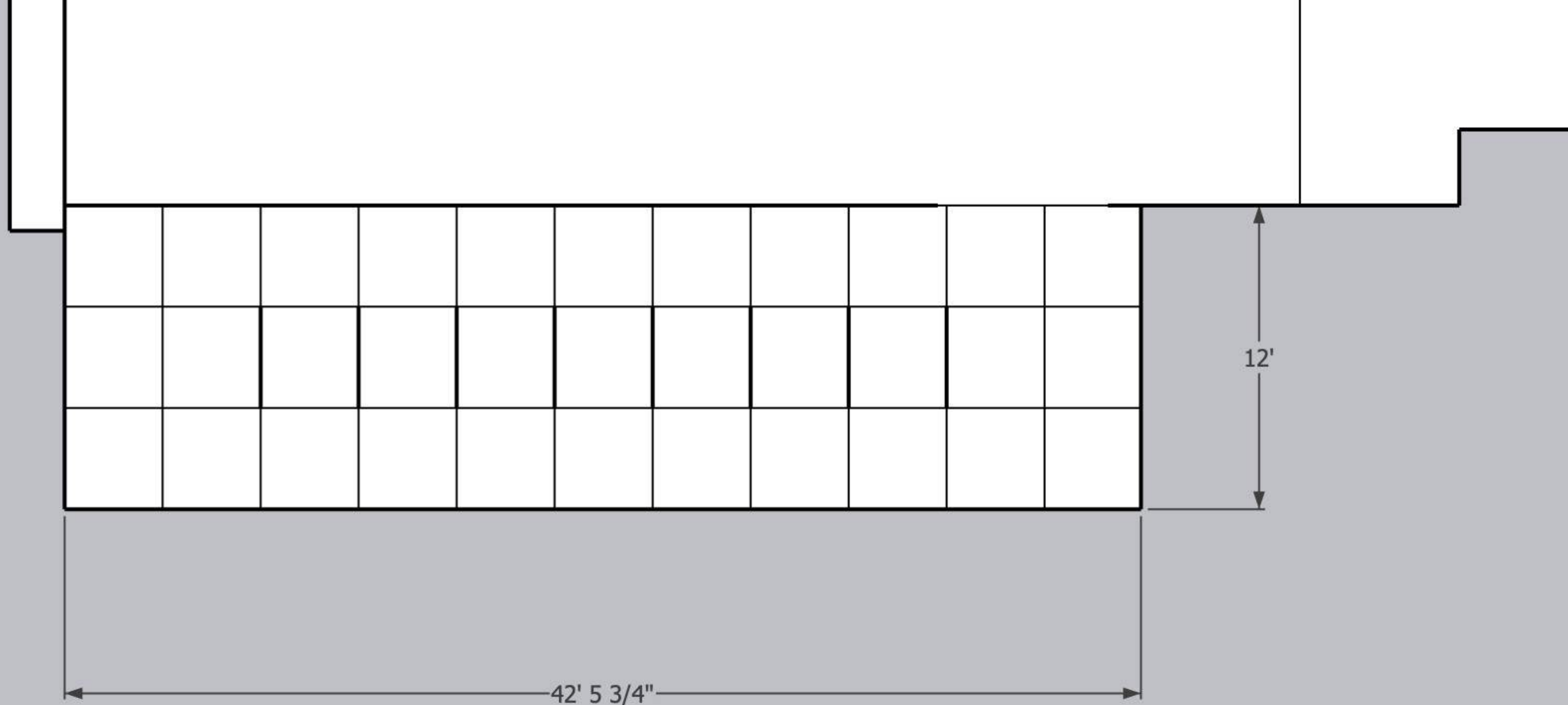
241210
project #

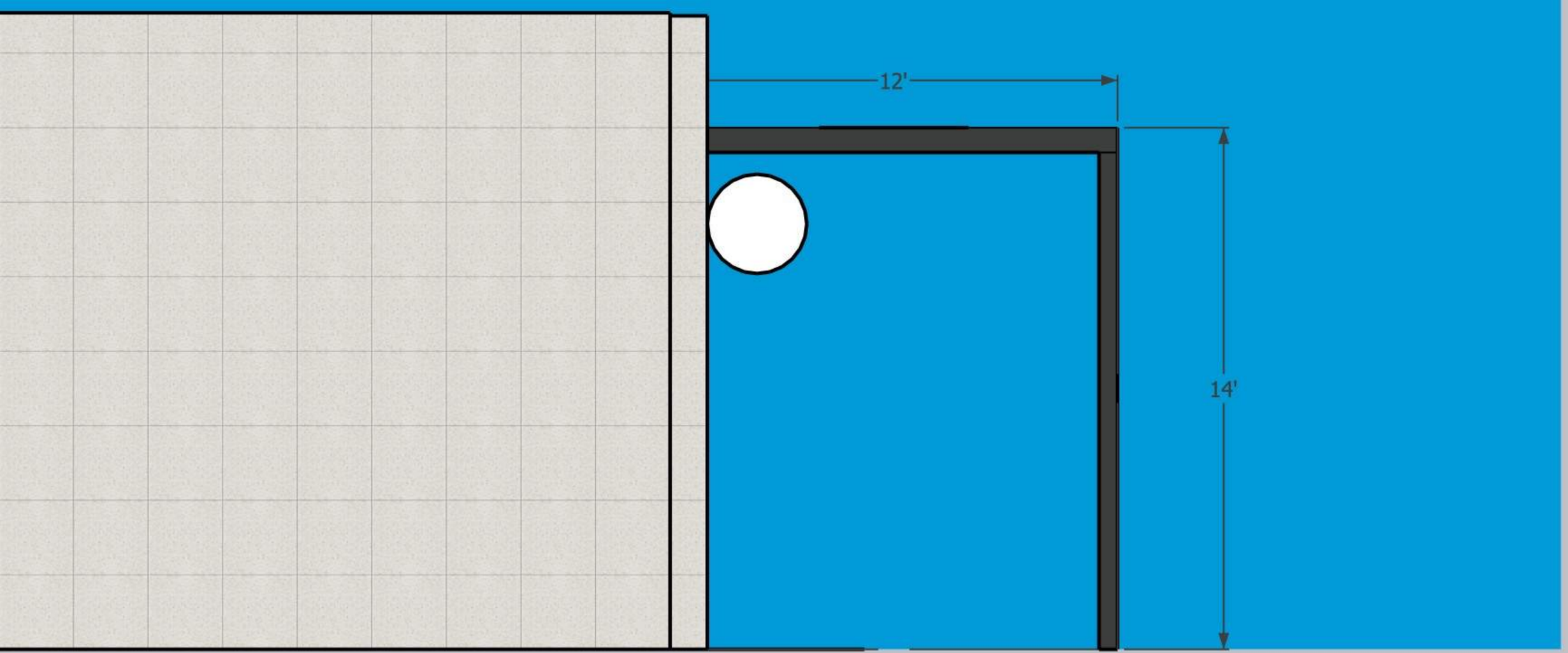
09
drawing #

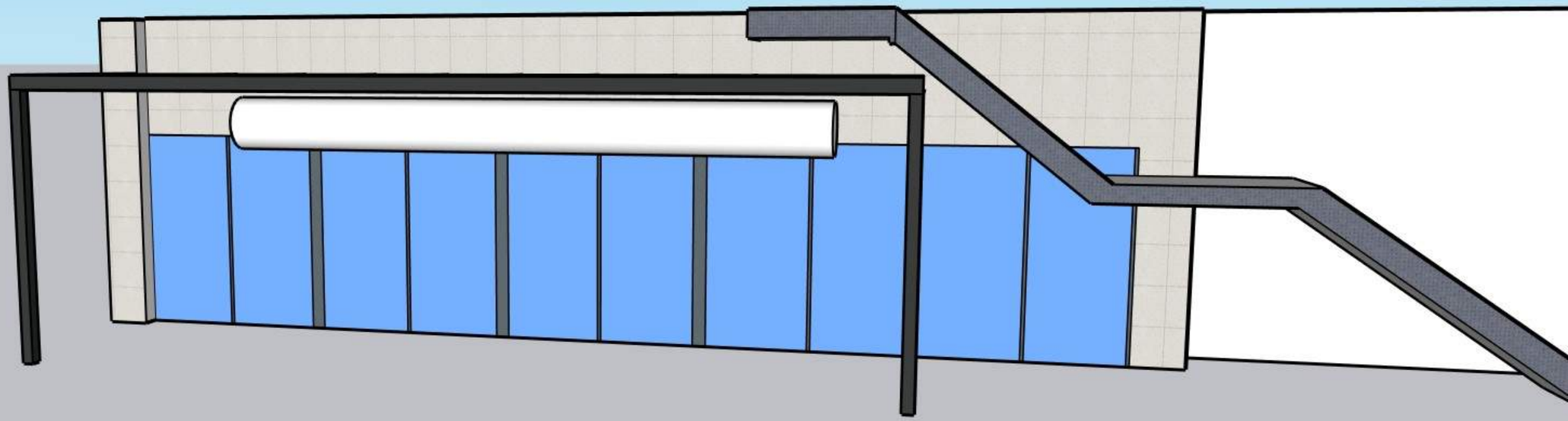
Wall Attach
page name

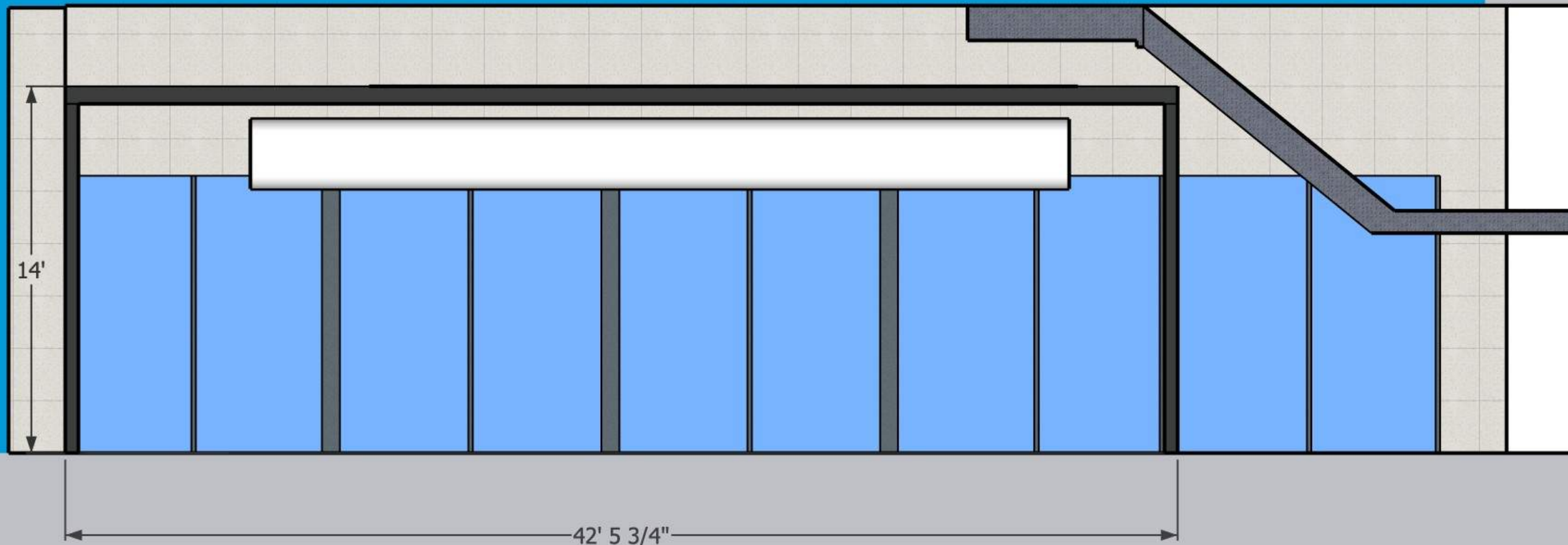
A109
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type


12'
42' 5 3/4"


12'
14'




14'
42' 5 3/4"

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

Planning Division

**DATE:** January 22, 2025

**TO:** Planning Board Members

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** 225 E. Maple – Social Kitchen & Bar – Special Land Use Permit Amendment (SLUP), Final Site Plan & Design Review – Public Hearing

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The subject site, 225 E. Maple, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. Social Kitchen and Bar has inhabited this site since 2011, and was one of the City's first bistro establishments. In 2017/2018, the restaurant amended their Special Land Use Permit (SLUP) to renovate the interior and exterior of the space. The original 2011 approval contained 64 indoor dining seats and 86 outdoor dining seats (56 in via and 30 on rooftop). The 2017/2018 SLUP amendment did not change the seat counts.

At this time, the applicant has submitted a Special Land Use Permit Amendment, Final Site Plan and Design Review application to replace the current outdoor dining patio on the via (east) side of the building. The current outdoor dining patio is constructed of predominantly vinyl panels with a metal frame. The new proposal is a fixed aluminum pergola with roof and glass transom.

Article 7, Section 7.43 states that Site Plan and Design Review for special land uses shall be considered and acted upon by the City Commission. Prior to its consideration of a special land use application for an initial permit or an amendment to a permit, the City Commission shall refer the Site Plan and the design to the Planning Board for its review and recommendation.

In addition, as required by Article 7, Section 7.37 of the Zoning Ordinance, once a permit for a special land use has been granted as to any parcel of land, no change in that use may be made nor may any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and the City Commission has approved the request for change.

## 1.0 Land Use and Zoning

1.1 Existing Land Use – The existing site is a 1-story commercial building.

1.2 Existing Zoning – B4 (Business-Residential) & D4 (Downtown Overlay)

1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes the existing land use and zoning adjacent to and/or in the vicinity of the subject site.

| | North | South | East | West |
|---|---|---|---|---|
| **Existing Land Use** | Commercial | Commercial | Commercial | Commercial |
| **Existing Zoning District** | B4 (Business-Residential) | B4 (Business-Residential) | B4 (Business-Residential) | B4 (Business-Residential) |
| **Overlay Zoning District** | D4 | D4 | D4 | D4 |

## 2.0 Setback and Height Requirements

There are **no changes** to the bulk, area or placement of the existing building or the outdoor dining facility being reviewed. The existing outdoor dining facility is on public property, which will require a lease with the City of Birmingham.

## 3.0 Screening and Landscaping

3.1 Dumpster Screening – There are **no changes** proposed to the existing dumpster enclosure as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

3.2 Parking Lot Screening – There are **no changes** proposed to parking facilities as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

3.3 Mechanical Equipment Screening – There are **no changes** proposed to the mechanical screening as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

3.4 Landscaping – There are **no changes** proposed to the landscaping on site as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

3.5 Streetscape – There are **no changes** proposed to the streetscape as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

## 4.0 Parking, Loading and Circulation

4.1 Parking – There are **no changes** proposed to the building that require any additional parking or a parking analysis as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

4.2 Loading – There are **no changes** proposed to the loading conditions as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

4.3 Vehicular Circulation and Access – There are **no changes** proposed to the vehicular circulation and access to the site.

4.4 Pedestrian Circulation and Access – There are **no changes** proposed to pedestrian circulation and access of the site. The site will retain the existing pedestrian walkways and main pedestrian entrance.

## 5.0 Lighting

There are **no changes** to the lighting on site as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

## 6.0 Design Review

As noted above, the renovation proposed consists of the total replacement of the existing structure that covers the 56-seat outdoor dining facility located in the via to the east of the building. The structure is 42.5 ft. by 12 ft. and contains 48 outdoor dining seats within the pergola space and 8 seats to the north of the structure. Although the seating counts are the same, this proposal would bring slightly more seats within the enclosure than previous approved plans. The original approval, which carried over through the 2018 amendment, had 18 of the 56 seats extend north beyond the enclosure and were covered by an umbrella. The 30 seats on the rooftop will remain as-is. Total, the restaurant contains 86 approved outdoor dining seats.

Currently, the definition of Bistro in the Zoning Ordinance is "a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for *outdoor dining of no more than 65 people*." Similar to the 2018 amendment, the 86 existing seats at Social Kitchen & Bar may be considered pre-existing legal nonconforming and this proposal is not proposing to expand that pre-existing legal nonconformity.

The design of the existing enclosure is a thin metal frame wrapped in a vinyl fabric with vinyl "eisenglass" walls that can be rolled up or down. The proposal is to remove the entire existing system and replace it with a new aluminum pergola that will contain a

glass transom, polycarbonate roof, and vinyl "Strataglass" roll down panels. The panels would roll down into a half wall that surrounds the pergola. This new pergola structure would continue the enclosure capabilities of the outdoor dining facility and enable the bistro to utilize the outdoor dining facility year-round, save some of the colder days of the year.

Article 4, Section 4.44 (C)(3) of the Zoning Ordinance states that outdoor dining facilities shall not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance:

> **Enclosure (outdoor dining)**: A vertical wall, panel, or other material that extends above 42 in. in height which provides extended relief from weather and impedes physical and/or visual access to the outdoor dining space. For the purposes of this definition, enclosure does not include exterior building walls.

The current proposal meets the criteria for an enclosure and thus is not permitted by the Zoning Ordinance. Thus, **the applicant must submit revised plans that do not contain enclosures or obtain a variance from the Board of Zoning Appeals.**

## 7.0 Required Attachments

| | Submitted | Not Submitted | Not Required |
|---|---|---|---|
| Existing Conditions Plan | ☐ | ☐ | ☒ |
| Detailed and Scaled Site Plan | ☒ | ☐ | ☐ |
| Certified Land Survey | ☐ | ☐ | ☒ |
| Interior Floor Plans | ☒ | ☐ | ☐ |
| Landscape Plan | ☐ | ☐ | ☒ |
| Photometric Plan | ☐ | ☐ | ☒ |
| Colored Elevations | ☒ | ☐ | ☐ |
| Material Specification Sheets | ☒ | ☐ | ☐ |
| Material Samples | ☒ | ☐ | ☐ |
| Site & Aerial Photographs | ☒ | ☐ | ☐ |

## 8.0 Departmental Reports

8.1 Engineering Department – The Engineering Department reiterated the need for detailed and strong agreements between the City and the applicant due to the outdoor dining facilities location on Public Property.

8.2 Department of Public Services – The Department of Public Services will be requiring tree protection on the Oak trees in the via while construction is occurring.

8.3 Fire Department – The Fire Department will be requiring a fire suppression system within the new enclosure.

8.4 Police Department – The Police Department has no concerns at this time.

8.5 Building Department – The Building Department has stated that the plans show a new exit door from the enclosure that will swing into the pedestrian passageway to the east. In accordance with Section 3202.2 of the Building Code, doors are not permitted to project into the public right-of-way. This door will need to be recessed into the enclosure.

**9.0 Approval Criteria**

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

(1) *The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.*

- The proposed renovation of the existing outdoor dining facility is not changing the footprint of the facility, and the proposed pergola provides for significant light access for its patrons with opportunities for air and access through the manipulation of the proposed roll down panels.

(2) *The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.*

- The existing outdoor dining facility is located within a 20 ft. via between two commercial buildings. The current footprint, which is not changing, maintains a roughly 6-foot walking path though the via, which also permits access to a door that exists on the west wall of the adjacent building. No other windows or doors are present on the adjacent façade.

(3) *The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.*

- The renovations proposed do not appear to hinder the reasonable development of adjoining property nor diminish the value thereof. The facility

is located on the public property that separates the adjacent properties and provides a reasonable separation between the two.

(4) *The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*

- The site plan will maintain the current pedestrian traffic patterns through the existing via, which is the only mode of traffic experienced by this area of the site. In terms of the alley in the rear of the building that experiences vehicular traffic, it will remain unchanged. In addition, should the comments from the Building Department be addressed adequately, the egress door will not pose an issue to pedestrian traffic through the via.

(5) *The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.*

- As noted above, Social Kitchen & Bar is considered a bistro, which is a type of food and drink establishment with sales of alcoholic beverages for on premise consumption. This type of use is permitted in Downtown Birmingham, and this establishment has been here since 2011. Prior to Social Kitchen & Bar, this building consisted of two separate tenant spaces, one of which was also a food and drink establishment. This development, along with the proposed renovations, will remain compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.

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

- This property is not required to provide landscaped open space.

In addition, Article 7, Section 7.36 requires applications for a Special Land Use Permit to meet the following criteria:

(1) *The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.*

- The use as a bistro/food and drink establishment is consistent with and will promote the intent and purpose of this Zoning Ordinance.

(2) *The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.*

- Generally, this use will remain compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use. As a food and drink establishment, there may be issues related the capabilities of public infrastructure and affects to the natural environment through its connections to utilities, such as the presence of grease and increased water usage. However, these establishments are regularly inspected and are required to provide documentation on the handling of grease and other potentially harmful substances. Social Kitchen & Bar consistently passes their annual inspections.

(3) The use is consistent with the public health, safety and welfare of the city.

- This use is consistent with the public health, safety and welfare of the city. Similar to the previous standard, establishments engaged in the sale of alcoholic beverages for on premise consumption have the potential to place a burden on police and emergency services if consumption is not carefully monitored by the establishment. This issue is also reviewed annually by the City of Birmingham and Social Kitchen & Bar remains in good standing.

(4) *The use is in compliance with all other requirements of this Zoning Ordinance.*

- One design element of the outdoor dining facility in the proposed renovations do not meet the design requirements of Article 4, Section 4.44 (C)(3) of the Zoning Ordinance. Outdoor dining facilities are not permitted to contain enclosures, and the proposed roll down panels will create an enclosure.

(5) *The use will not be injurious to the surrounding neighborhood.*

- The existing use and renovated outdoor dining facility is not expected to be injurious to the surrounding neighborhood. The City has various codes/ordinances that would prevent certain types of nuisances that could emanate from a food and drink establishment from becoming injurious, such as site maintenance codes and noise ordinances.

(6) *The use is in compliance with state and federal statutes.*

- Top the best of our knowledge, the use is in compliance with state and federal statutes.

## 10.0 Recommendation

Based on a review of the site plan submitted and the approval criteria of Article 7, Sections 7.36 and 7.27, the Planning Department recommends that the Planning Board recommend **APPROVAL** of the Special Land Use Permit, Final Site Plan/Design Review application for 225 E. Maple – Social Kitchen & Bar – subject to the following conditions:

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

## 11.0 Sample Motion Language (*Special Land Use Permit Amendment*)

Motion to adopt the findings of the Planning Department in the report dated January 22, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend **APPROVAL** to the City Commission the Special Land Use Permit application for 225 E. Maple – Social Kitchen & Bar – subject to the following conditions:

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

**OR**

Motion to **POSTPONE** the Special Land Use Permit for 225 E. Maple – Social Kitchen & Bar – pending receipt of the following:

1. _____
2. _____
3. _____

**OR**

Motion to recommend for **DENIAL** to the City Commission the Special Land Use Permit for 225 E. Maple – Social Kitchen & Bar – for the following reasons:

1. _____
2. _____
3. _____

## 12.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to adopt the findings of the Planning Department in the report dated January 22, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review application for 225 E. Maple – Social Kitchen & Bar – subject to the following conditions:

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

**OR**

Motion to **POSTPONE** the Final Site Plan & Design Review 225 E. Maple – Social Kitchen & Bar – pending receipt of the following:

1. _____
2. _____
3. _____

**OR**

Motion to recommend for **DENIAL** to the City Commission the Final Site Plan & Design Review for 225 E. Maple – Social Kitchen & Bar – for the following reasons:

1. _____

2. _____
3. _____

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

Engineering Department

**DATE:** February 13, 2025

**TO:** Jana L. Ecker, City Manager

**FROM:** Melissa A. Coatta, City Engineer

**SUBJECT:** Maple Road and Coolidge Highway Traffic Signal Project

INTRODUCTION:
At the December 7, 2020, City Commission meeting, a resolution was passed approving the cost-sharing agreement with the Road Commission for Oakland County (RCOC) at a cost not to exceed $75,000.00 for replacing the traffic signal at Maple Road and Coolidge Highway. The City received invoicing on January 31, 2025, for the final amount of $79,885.13. The resolution needs to be revised to reflect the final amount and to request a budget amendment.

BACKGROUND:
The City Commission passed a resolution for the cost-sharing agreement with RCOC at a not to exceed the amount of $75,000.00 to replace traffic signals at the intersection of Maple Road and Coolidge Highway. This amount was based on an estimated amount of $300,000.00 for new traffic signals and the cost split by road jurisdiction: RCOC 25%, City of Troy 50%, and City of Birmingham 25%.

The City received the final invoicing of this project towards the end of January 2025 for $79,885.13, or $4,885.13 above the approved amount. To pay this invoice, the resolution needs to be modified to reflect the final amount of $79,885.13 and to request a budget amendment of $4,890.00.

LEGAL REVIEW:
The City Attorney has reviewed the proposed Commission action and has no objection.

FISCAL IMPACT:
The project was budgeted for $75,000.00 in the 2020/2021 fiscal year in the Machinery and Equipment under Major Roads.

| Fund Account | Fund ID Number | City's Cost of Construction |
|---|---|---|
| Machinery & Equipment | 202-303.001-971.0100 (previous fund ID number)<br>202.0-316.000-971.0100 (current fund ID number) | $75,000.00 |

An amendment to the budget will be necessary due to the final amount of the invoice.

SUSTAINABILITY:
N/A.

DESIGN CONSIDERATIONS:
All work completed meets ADA design guidelines.

PUBLIC COMMUNICATIONS:
N/A.

SUMMARY:
It is recommended that the City Commission revise the December 7, 2020, City Commission resolution for the cost-sharing agreement with the Road Commission for Oakland County to $79,885.13, and approve the budget amendment.

ATTACHMENTS:
- December 7, 2020, City Commission Memo
- City Commission Resolution #12-265-20
- Signed Cost Sharing Agreement
- Final Invoice of Project

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to revise resolution #12-265-20 to a cost not to exceed $79,885.13.

And make a motion adopting a resolution to approve the appropriation and amendment to the fiscal year 2024-2025 budget as follows:

| | | |
|---|---|---|
| Major Street Fund: | | |
| Revenues: | | |
| Draw From Fund Balance | 202.0-000.000-400.0000 | $4,890.00 |
| | | |
| Expenditures: | | |
| Machinery and Equipment | 202.0-316.000-971.0100 | $4,890.00 |

City of Birmingham
A Walkable Community

# MEMORANDUM

**Engineering Dept.**

**DATE:** **November 30, 2020**

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

**FROM:** **James J. Surhigh, Consulting City Engineer**

**SUBJECT:** **Coolidge Highway and Maple Road**
**Traffic Signal Replacement**
**Cost Sharing Agreement**

INTRODUCTION:

The Road Commission for Oakland County has proposed the replacement of the traffic signal at Coolidge Highway and Maple Road. Based on the jurisdictions of these two roads, the City is responsible for about 25% of the cost of this improvement. The Road Commission is asking the City to commit to contributing to this cost at this time.

BACKGROUND:

The Road Commission for Oakland County operates and maintains all of the traffic signals in the City. The Road Commission has a long history of prioritizing safety improvements, and the usual procedure for starting a traffic signal modernization project is based on their evaluation of the traffic conditions, age and condition of the equipment, and whether the equipment meets current safety/regulatory standards. The City is notified of upcoming traffic signal modernization projects by the Road Commission, and then the City puts that project in the budget to cover the share of the costs that the City is responsible for, which will vary depending on location and who has legal jurisdiction of the roads at the intersection.

The Road Commission for Oakland County has notified the City of an upcoming traffic signal modification project at the intersection of Maple Road and Coolidge Highway. The existing signal was originally constructed in 1992, and had some equipment updates in 2000. Due to the age of the signal, and in order to bring the pedestrian facilities at this location up to the current ADA standards, RCOC proposes to replace the entire signal, all pushbuttons, and associated sidewalk ramps and landings. All proposed improvements will be designed to meet current ADA guidelines.

The Road Commission for Oakland Co. has legal jurisdiction for Maple Road, east of Coolidge Highway. The cities of Birmingham and Troy share jurisdiction of Maple Road, west of Coolidge Highway, and of Coolidge Highway, north of Maple Road. The City of Troy has legal jurisdiction of Coolidge Highway, south of Maple Road. Birmingham is responsible for 25% of costs for work on this particular signal (RCOC responsible for 25%, Troy responsible for 50%).

The design of this project is in a preliminary stage, and the Road Commission has not decided if a mast-arm or box-span design is appropriate at this location. The preliminary estimated cost provided by the Road Commission should account for either case, and they indicated that the Birmingham would have an opportunity to participate in the field review by RCOC before the design is finalized. They notified both Birmingham and Troy about the cost parameters, and the initial cost estimate is $300,000. Staff from both cities indicated that they would endorse the project.

A photograph of the current traffic signals is attached to this report.

A copy of the notification letter from the Road Commission for Oakland County is attached for reference.

A plan view of the design is attached for your reference.

LEGAL REVIEW:

The City Attorney's office has reviewed the agreement, and they have no concerns with the language as presented.

FISCAL IMPACT:

As stated in the agreement, the total cost of the project is estimated at $300,000. The City of Birmingham is being asked to pay 25% of that cost, or $75,000. As previously stated, this work is not planned until the Summer of 2021 and the City will not be billed until July 1, 2021 or later. With this in mind, funds for this work will be included in the City's next fiscal year budget (2021/2022).

SUMMARY

The Road Commission for Oakland County has proposed to replace the traffic signal at the intersection of Coolidge Highway and Maple Road. The work is being justified as a safety improvement. The design in progress, and the contract has not been awarded. Birmingham will have the opportunity to review the design prior to finalizing.

ATTACHMENTS:

- Cost sharing agreement
- Photo of existing condition, looking west.
- Notification letter from the Road Commission for Oakland County
- Preliminary plan of traffic signal replacement, as prepared by the Road Commission for Oakland County.

SUGGESTED RESOLUTION:

To approve the cost sharing agreement with the Road Commission for Oakland County, agreeing to pay the City of Birmingham's share of the cost to replace the traffic signal at the intersection of Coolidge Highway and Maple Road, at a cost not to exceed $75,000, to be charged to account number 202-303.001-971.0100. Also, to authorize the Mayor to sign the agreement on behalf of the City.

**STATE OF MICHIGAN**
**BOARD OF COUNTY ROAD COMMISSIONERS**
**OAKLAND COUNTY**
**AGREEMENT FOR TRAFFIC CONTROL DEVICE**

**Type of Work: Traffic Signal Modernization and Maintenance**

**Location: Coolidge Highway and Maple Road** **Signal No: 125**
**Date Effective:**

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

**DIVISION OF COSTS**

| AGENCY | MODERNIZATION Percent | MODERNIZATION Estimated Cost | MAINTENANCE Percent |
|---|---|---|---|
| RCOC | 25 % | $ 75,000.00 | 25 % |
| City of Birmingham | 25 % | $ 75,000.00 | 25 % |
| City of Troy | 50 % | $ 150,000.00 | 50 % |
| Total | 100 % | $ 300,000.00 | 100 % |

It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("BILLINGS"). The RCOC will pay the invoices for the BILLINGS and subsequently invoice the cities of BIRMINGHAM and TROY seeking reimbursement for payment of the BILLINGS pursuant to the division of costs stated above. The RCOC's payment of the BILLINGS shall be included as maintenance costs on the RCOC invoice to the cities of BIRMINGHAM and TROY.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the RCOC. All under-signed are the agencies responsible for the costs related to installation and maintenance pursuant to the division of costs stated above, and the RCOC will invoice the cities of BIRMINGHAM and TROY for the installation and maintenance costs pursuant to the division of costs stated above.

The cities of BIRMINGHAM and TROY shall pay all RCOC invoices within 30 days of the date of the invoice.

Each party to this agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the agreement, as provided by this agreement or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This agreement is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this agreement.

In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the RCOC and by virtue of this agreement will be maintained by an agency other than the RCOC, then and in that event the said agency hereby acknowledges that it is undertaking the RCOC's duty to maintain the said traffic control device, further agrees to provide insurance coverage protecting the RCOC, and further agrees to provide a Certificate of Insurance acceptable to the RCOC upon the agency's execution of this agreement.

This agreement is terminable on thirty days written notice by any party. The cities of BIRMINGHAM and TROY shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

| APPROVED: | APPROVED: | APPROVED: |
|---|---|---|
| **ROAD COMMISSION FOR OAKLAND COUNTY** | **CITY OF BIRMINGHAM** | **CITY OF TROY** |
| Date_____ | Date_____ | Date_____ |
| By_____ | By_____ | By_____ |
| Danielle Deneau, P.E. | | |
| DIRECTOR OF TRAFFIC-SAFETY | | |
| Title of Authorized Official | _____ Title of Authorized Official | _____ Title of Authorized Official |

*Certified copy of resolution must be submitted with this form for new installations.

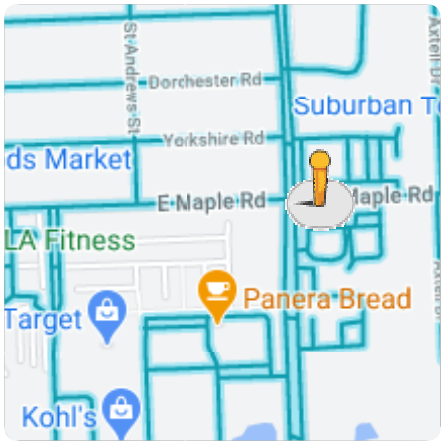
Google Maps 3037 W Maple Rd

Image capture: Aug 2019 © 2020 Google

Troy, Michigan

Google

Street View




5.J

ROAD COMMISSION for OAKLAND COUNTY

QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Andrea LaLonde
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Traffic-Safety Department
Traffic Operations Center

1200 N. Telegraph, West 49
Pontiac, MI 48341

248-858-7250

FAX
248-858-7251

www.rcocweb.org

July 6, 2020

Austin W. Fletcher, P.E.
Assistant City Engineer
City of Birmingham
151 Martin Street, P.O. Box 3001
Birmingham, MI 48009

**Re: Coolidge Highway & Maple Road**
**Traffic Signal Modernization Agreement (Co. #125)**

Dear Mr. Fletcher:

As previously shared with you, RCOC received a request from a citizen to install audible push buttons at the intersection of Coolidge Highway and Maple Road which we are happy to accommodate, however the traffic signal is old and to bring the pedestrian facilities to the new standards including sidewalk ramps will take some work. RCOC recommended that the entire traffic signal be modernized to a new mast arm/box span due to its age. RCOC proposes to rebuild the traffic signal, upgrade all associated sidewalk work and bring all the push buttons to the current ADA standards.

The participation breakdown for this intersection is RCOC 25%, City of Birmingham 25% and City of Troy 50%. RCOC estimates that it will cost approximately $300,000 to rebuild this signal. This will mean that RCOC and City of Birmingham shares will be $75,000 each, and the City of Troy $150,000 for their portion.

Enclosed are four copies of the agreement needing execution, they have already been signed by the City of Troy. Please have them signed by the appropriate official and return them to me via U.S. Mail for further processing, an original copy will be returned for your files. In addition, please include copy of a City Council Resolution in support of the agreement.

If you have any question, please feel free to contact me at (248) 858-4830.

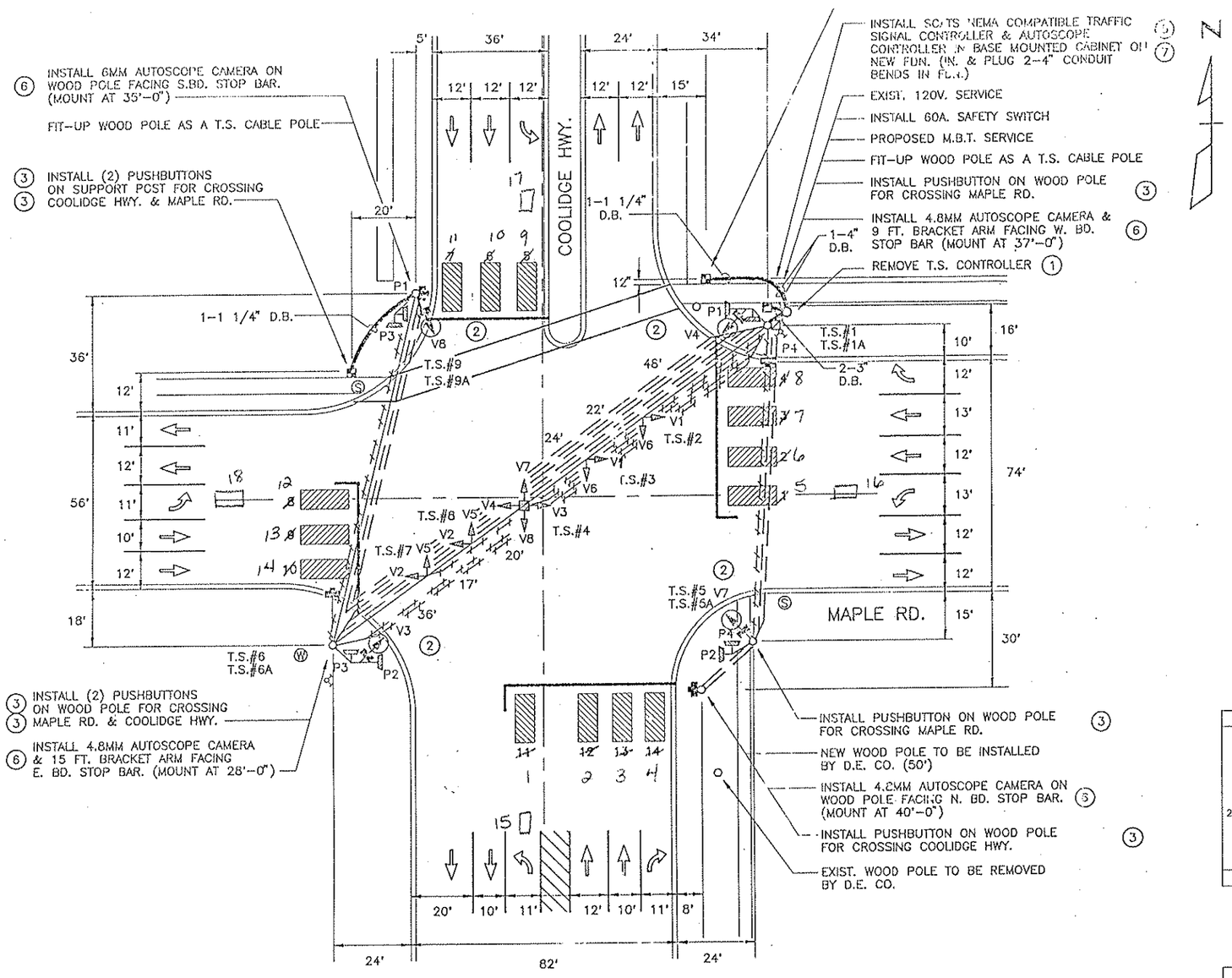
Sincerely,

Charles Keller, P.E.
Traffic Engineer
Traffic-Safety Department

CK/sg

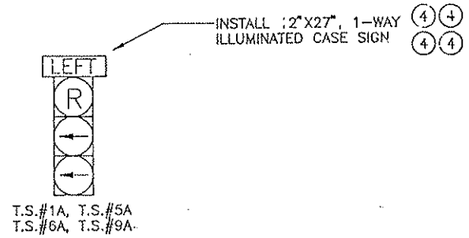
Enclosures (4)

RECEIVED
JUL 13 2020
CITY OF BIRMINGHAM
COMMUNITY DEVELOPMENT DEPARTMENT



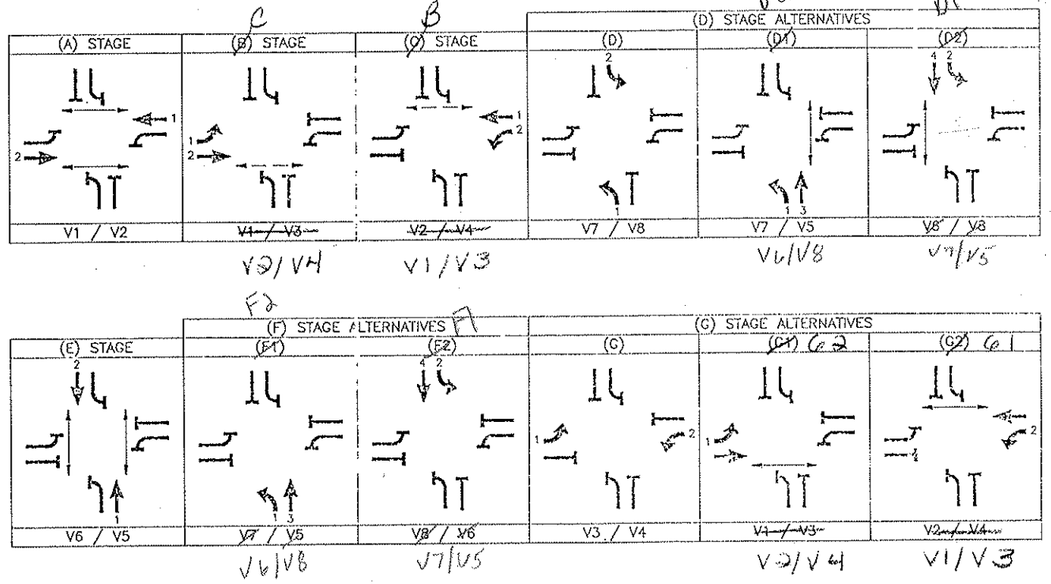

## PLAN

SCALE: 1"=20'




| LIST OF MATERIALS | | | |
|---|---|---|---|
| NO. | ITEM | QUANTITIES | CODE NO. |
| (1) | REMOVE CONTROLLER & CABINET | 1 EACH | 6910162 |
| (2) | 1-WAY BRACKET ARM MOUNTED T.S. | 4 EACH | 6910251 |
| (3) | PUSHBUTTON | 8 EACH | 6910286 |
| (4) | ONE-WAY CASE SIGN, 12"X27" | 4 EACH | 6910300 |
| (5) | SOLID STATE ACTUATED CONTROLLER & CABINET | 1 EACH | 6910337 |
| (6) | AUTOSCOPE CAMERA | 4 EACH | 6917340 |
| (7) | AUTOSCOPE CONTROLLER | 1 EACH | 6917341 |
| DIRECT BURIAL CONDUIT, 1-1 1/4" | | 65 LIN. FT. | 6910351 |
| DIRECT BURIAL CONDUIT, 2-3" | | 10 LIN. FT. | 6910065 |
| DIRECT BURIAL CONDUIT, 1-4" | | 10 LIN. FT. | 6907059 |
| HANDHOLE (ROUND) | | 1 EACH | 6910369 |
| FIT-UP WOOD POLE AS A T.S. CABLE POLE | | 2 EACH | 6910396 |
| BASE MOUNT CONTROLLER FOUNDATION | | 1 EACH | 6910427 |
| 600V.,1-2/C#4 SECONDARY CABLE | | 60 LIN. FT. | 6910470 |
| CLAMP-ON BRACKET ARM, 9FT. | | 1 EACH | 6917410 |
| PUSHBUTTON SUPPORT | | 2 EACH | 6917285 |
| SAFETY SWITCH | | 1 EACH | 6910458 |
| CLAMP-ON BRACKET ARM, 15FT. | | 1 EACH | 6917411 |

## MOVEMENT DIAGRAM




| LOAD | AMPS | WATTS |
|---|---|---|
| SIGNALS | 0 | 0 |
| CASE SIGNS | 0 | 0 |

DATE 5J REVISIONS

TRAFFIC-SAFETY DEPARTMENT

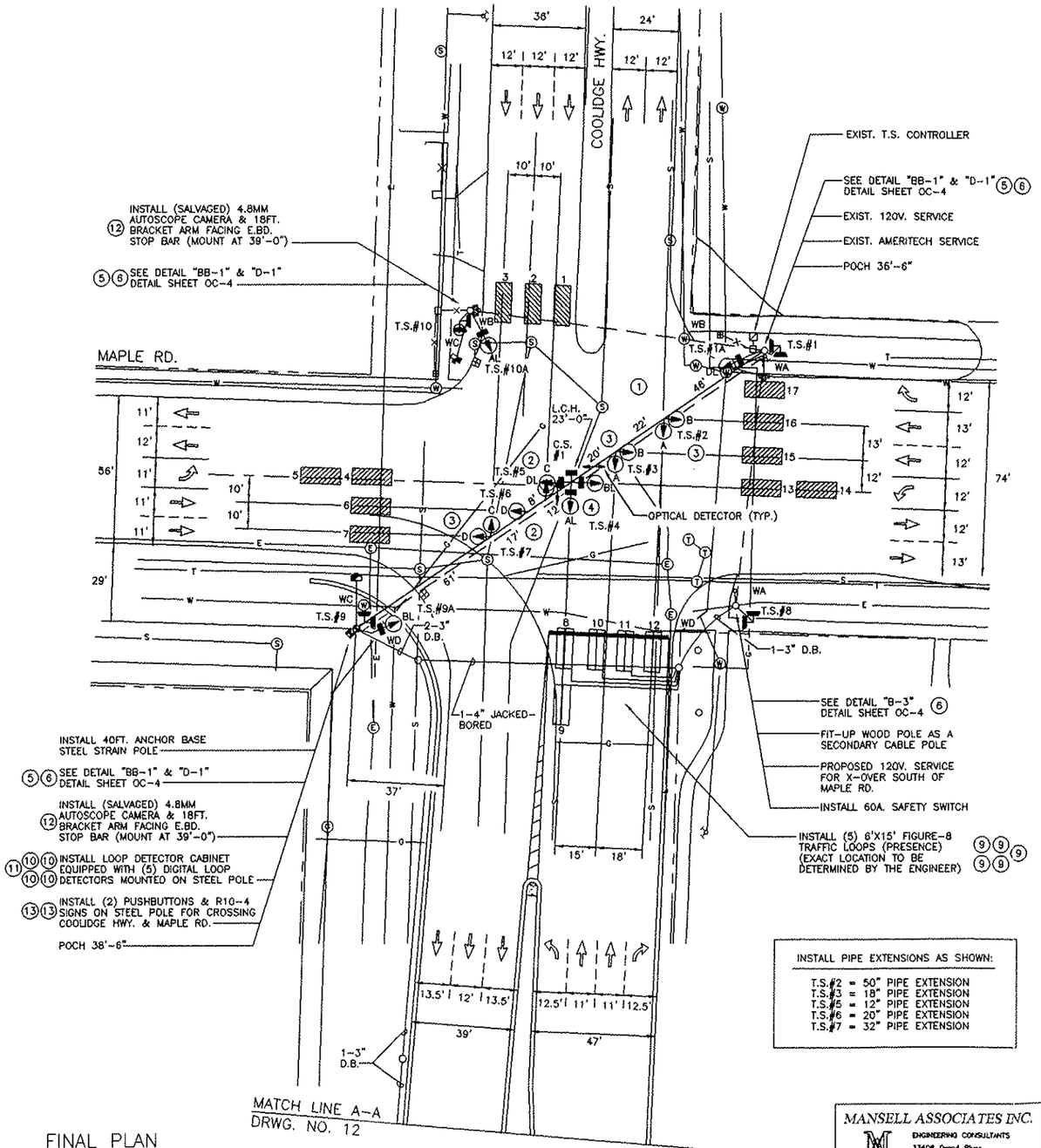
# COOLIDGE RD. & MAPLE RD.

CO. 125 ATS 674

ASSOCIATE CONSULTANT
MANSELL ASSOCIATES INC.
ENGINEERING CONSULTANTS
(313) 473-7070
32580 Grand River
Farmington, MI 48336

PRIME CONSULTANT
HAMPTON ENGINEERING ASSOCIATES INC.

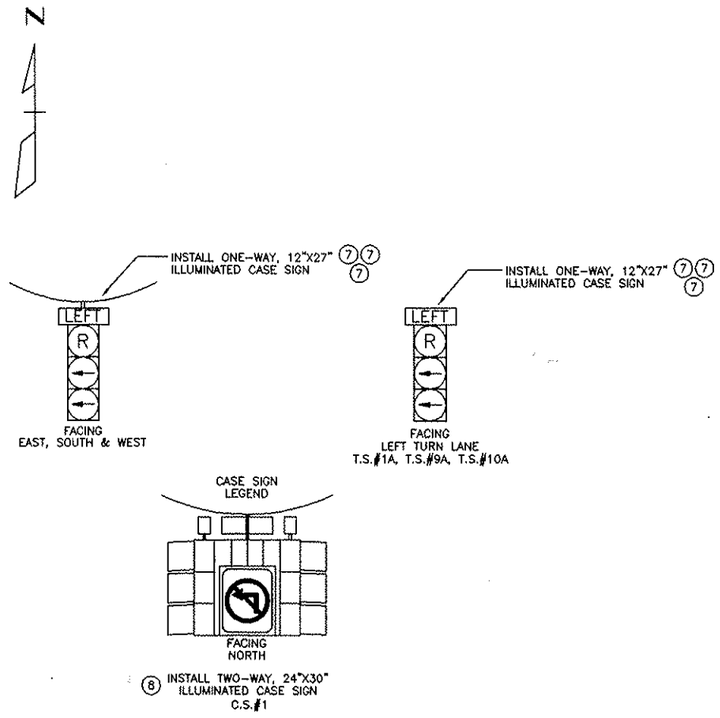
| DATE | DRAWN BY | APPROVED | JOB NO. | PROJECT NAME | SHEET NO. |
|---|---|---|---|---|---|
| 12-14-92 | MAI | | M1192 | SCATS INSTALLATION | 20 OF 37 |




FINAL PLAN
SCALE: 1"=20'

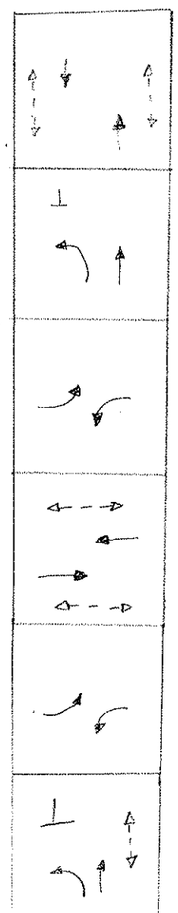
INSTALL PIPE EXTENSIONS AS SHOWN:

T.S.#2 = 50" PIPE EXTENSION
T.S.#3 = 18" PIPE EXTENSION
T.S.#5 = 12" PIPE EXTENSION
T.S.#6 = 20" PIPE EXTENSION
T.S.#7 = 32" PIPE EXTENSION




| LIST OF MATERIALS | | | |
|---|---|---|---|
| NO. | ITEM | QUANTITIES | CODE NO. |
| ① | SPAN WIRE | 1 EACH | 6910234 |
| ② | 1-WAY SPAN WIRE MOUNTED TRAFFIC SIGNAL (LED) | 2 EACH | 6917050 |
| ③ | 2-WAY SPAN WIRE MOUNTED TRAFFIC SIGNAL (LED) | 3 EACH | 6917050 |
| ④ | 3-WAY SPAN WIRE MOUNTED TRAFFIC SIGNAL (LED) | 1 EACH | 6917050 |
| ⑤ | 1-WAY BRACKET ARM MOUNTED TRAFFIC SIGNAL (LED) | 3 EACH | 6917050 |
| ⑥ | 2-WAY BRACKET ARM MOUNTED PEDESTRIAN T.S. (LED) | 4 EACH | 6917050 |
| ⑦ | ONE-WAY CASE SIGN, 12"X27" | 6 EACH | 6910300 |
| ⑧ | TWO-WAY CASE SIGN, 24"X30" | 1 EACH | 6910304 |
| ⑨ | TRAFFIC LOOP (PRESENCE) | 5 EACH | 6910371 |
| ⑩ | DIGITAL LOOP DETECTOR | 4 EACH | 6910373 |
| ⑪ | DIGITAL LOOP DETECTOR & CABINET | 1 EACH | 6910375 |
| ⑫ | AUTOSCOPE CAMERA (SALVAGED) | 2 EACH | 6917050 |
| ⑬ | PUSHBUTTON & SIGN | 2 EACH | 6910287 |
| | DIRECT BURIAL CONDUIT, 1-3" | 210 LIN. FT. | 6917001 |
| | DIRECT BURIAL CONDUIT, 2-3" | 30 LIN. FT. | 6917001 |
| | JACKED-BORED CONDUIT | 100 LIN. FT. | 6910368 |
| | HANDHOLE (ROUND) | 3 EACH | 6910389 |
| | FIT-UP WOOD POLE AS A SECONDARY CABLE POLE | 1 EACH | 6917050 |
| | ANCHOR BASE STEEL STRAIN POLE, 40FT. | 1 EACH | 6910395 |
| | ANCHOR BASE STEEL STRAIN POLE FOUNDATION | 1 EACH | 6910426 |
| | CLAMP-ON BRACKET ARM, 18FT. | 1 EACH | 6917050 |
| | CLAMP-ON BRACKET ARM, 18FT. (SALVAGED) | 1 EACH | 6917050 |
| | SAFETY SWITCH | 1 EACH | 6910458 |
| | OPTICAL PRIORITY CONTROL SYSTEM | 1 LS | 6917050 |

Movement Diagram




MANSELL ASSOCIATES INC.
ENGINEERING CONSULTANTS
33606 Grand River
Farmington, MI. 48335
(248) 473-7070

Drawn MAI
Checked
Dwng. No. 14 OF 37
File No. M3286A

ROAD COMMISSION OAKLAND COUNTY
TRAFFIC-SAFETY DEPARTMENT

COOLIDGE HWY. & MAPLE RD.

| DATE | SCALE | CONT. SEC. | JOB NO. | DESIGN UNIT | SHEET NO. JOB NO. | SHEET NO. CONST. |
|---|---|---|---|---|---|---|
| 8-21-00 | 1"=20' | | | | | |

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City of Birmingham
A Walkable Community

**BIRMINGHAM CITY COMMISSION**
**REGULAR MEETING**
**DECEMBER 7, 2020**
**RESOLUTION #12-265-20**

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

Resolution approving the cost sharing agreement with the road commission for Oakland County, agreeing to pay the city of Birmingham's share of the cost to replace the traffic signal at the intersection of Coolidge Highway and Maple Road, at a cost not to exceed $75,000, to be charged to account number 202-303.001-971.0100. Also, to authorize the mayor to sign the agreement on behalf of the city.

**PRESENT:** Mayor Boutros, Mayor Pro Tem Longe, Commissioners Hoff, Host, Nickita, Sherman

**ABSENT:** Commissioner Baller

| | |
|---|---|
| Ayes, | Mayor Boutros |
| | Mayor Pro Tem Longe |
| | Commissioner Hoff |
| | Commissioner Host |
| | Commissioner Nickita |
| | Commissioner Sherman |
| Nays, | None |
| Absent, | Commissioner Baller |

Passed, adopted and approved this 7th day of December, 2020.

**CERTIFICATION**

I, Alexandria Bingham, City Clerk Designee, of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on December 7, 2020.

Alexandria Bingham, City Clerk Designee



151 Martin Street • P.O. Box 3001 • Birmingham, MI 48012-3001
(248) 530-1800 • Fax (248) 530-1080 • www.bhamgov.org

**STATE OF MICHIGAN**
**BOARD OF COUNTY ROAD COMMISSIONERS**
**OAKLAND COUNTY**
**AGREEMENT FOR TRAFFIC CONTROL DEVICE**

**Type of Work: Traffic Signal Modernization and Maintenance**

**Location: Coolidge Highway and Maple Road**

**Signal No: 125**
**Date Effective:**

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

**DIVISION OF COSTS**

| AGENCY | MODERNIZATION Percent | MODERNIZATION Estimated Cost | MAINTENANCE Percent |
|---|---|---|---|
| RCOC | 25 % | $ 75,000.00 | 25 % |
| City of Birmingham | 25 % | $ 75,000.00 | 25 % |
| City of Troy | 50 % | $ 150,000.00 | 50 % |
| Total | 100 % | $ 300,000.00 | 100 % |

It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("BILLINGS"). The RCOC will pay the invoices for the BILLINGS and subsequently invoice the cities of BIRMINGHAM and TROY seeking reimbursement for payment of the BILLINGS pursuant to the division of costs stated above. The RCOC's payment of the BILLINGS shall be included as maintenance costs on the RCOC invoice to the cities of BIRMINGHAM and TROY.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the RCOC. All under-signed are the agencies responsible for the costs related to installation and maintenance pursuant to the division of costs stated above, and the RCOC will invoice the cities of BIRMINGHAM and TROY for the installation and maintenance costs pursuant to the division of costs stated above.

The cities of BIRMINGHAM and TROY shall pay all RCOC invoices within 30 days of the date of the invoice.

Each party to this agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the agreement, as provided by this agreement or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This agreement is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this agreement.

In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the RCOC and by virtue of this agreement will be maintained by an agency other than the RCOC, then and in that event the said agency hereby acknowledges that it is undertaking the RCOC's duty to maintain the said traffic control device, further agrees to provide insurance coverage protecting the RCOC, and further agrees to provide a Certificate of Insurance acceptable to the RCOC upon the agency's execution of this agreement.

This agreement is terminable on thirty days written notice by any party. The cities of BIRMINGHAM and TROY shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

---

APPROVED:

**ROAD COMMISSION FOR OAKLAND COUNTY**

Date_____

By_____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:

**CITY OF BIRMINGHAM**

Date Dec. 7. 2020

By [signature]
Mayor
Title of Authorized Official

APPROVED:

**CITY OF TROY**

Date 6/23/2020

By [signature]
Mayor of Troy
Title of Authorized Official

Date 6/23/2020

By [signature]
City Clerk
Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.

# ROAD COMMISSION FOR OAKLAND COUNTY

## ***INVOICE***

RECEIVED
JAN 3 1 2025
City of Birmingham
Community Development Department

**Billing Address:**
CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012-3001

**Remit To:**
ROAD COMMISSION FOR OAKLAND COUNTY
31001 LAHSER ROAD
BEVERLY HILLS, MI 48025
(248)645-2000

| | |
|---|---|
| Customer Number: | 0737 |
| Invoice Number: | 104882 |
| Invoice Date: | 1/15/2025 |
| Work Order Number: | T00064 |

**Payment Terms: Net 30 Days**

**WORK ORDER DESCRIPTION:** Modernize the traffic signal at Coolidge Hwy and Maple Rd (Co 125) in the cities of Birmingham and Troy, Oakland Co., MI

| | | |
|---|---|---|
| PAYMENTS TO CONTRACTORS | $ | 298,129.32 |
| LABOR | $ | 16,034.61 |
| EQUIPMENT | $ | 2,265.59 |
| **SUBTOTAL** | $ | 316,429.52 |
| **OVERHEAD** | $ | 3,111.01 |
| **TOTAL** | $ | 319,540.53 |

COST SPLIT: RCOC 25%, Birmingham 25%, Troy 50%

| | | |
|---|---|---|
| **CITY OF BIRMINGHAM TOTAL** | **$** | **79,885.13** |
| **TOTAL AMOUNT DUE:** | | **79,885.13** |

COST DETAIL IS ATTACHED

Please include customer number and invoice number on your check.
Contact Natalya Sakirkin at (248) 645-2000 Ext.2208 for any questions.
Email: nsakirkin@rcoc.org

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# WO T00064
# COST INCURRED

| Type | Description | Date | Rate/Cost | Qty/Hours | Amount |
|---|---|---|---|---|---|
| Payables | DAN'S EXCAVATING | 03/27/24 | 0.00 | 0.00 | $ 81,534.95 |
| Payables | DAN'S EXCAVATING | 04/24/24 | 0.00 | 0.00 | $ 22,167.44 |
| Payables | DAN'S EXCAVATING | 05/09/24 | 0.00 | 0.00 | $ 114,948.71 |
| Payables | DAN'S EXCAVATING | 05/20/24 | 0.00 | 0.00 | $ 26,725.81 |
| Payables | DAN'S EXCAVATING | 06/17/24 | 0.00 | 0.00 | $ 14,952.33 |
| Payables | DAN'S EXCAVATING | 06/17/24 | 0.00 | 0.00 | $ 22,752.41 |
| Payables | DAN'S EXCAVATING | 07/02/24 | 0.00 | 0.00 | $ 15,047.67 |
| **Total Payables** | | | | | **$ 298,129.32** |
| Overhead | | 05/31/23 | 0.00 | 0.00 | $ 115.62 |
| Overhead | | 05/31/23 | 0.00 | 0.00 | $ 26.31 |
| Overhead | | 05/31/23 | 0.00 | 0.00 | $ 688.59 |
| Overhead | | 05/31/23 | 0.00 | 0.00 | $ 91.09 |
| Overhead | | 06/30/23 | 0.00 | 0.00 | $ 47.18 |
| Overhead | | 06/30/23 | 0.00 | 0.00 | $ 7.40 |
| Overhead | | 06/30/23 | 0.00 | 0.00 | $ 91.49 |
| Overhead | | 08/31/23 | 0.00 | 0.00 | $ 35.39 |
| Overhead | | 08/31/23 | 0.00 | 0.00 | $ 5.55 |
| Overhead | | 11/30/23 | 0.00 | 0.00 | $ 489.54 |
| Overhead | | 11/30/23 | 0.00 | 0.00 | $ 75.80 |
| Overhead | | 12/31/23 | 0.00 | 0.00 | $ 735.79 |
| Overhead | | 12/31/23 | 0.00 | 0.00 | $ 114.18 |
| Overhead | | 04/30/24 | 0.00 | 0.00 | $ 46.65 |
| Overhead | | 04/30/24 | 0.00 | 0.00 | $ 7.40 |
| Overhead | | 05/31/24 | 0.00 | 0.00 | $ 79.15 |
| Overhead | | 05/31/24 | 0.00 | 0.00 | $ 314.90 |
| Overhead | | 05/31/24 | 0.00 | 0.00 | $ 44.39 |
| Overhead | | 06/30/24 | 0.00 | 0.00 | $ 46.65 |
| Overhead | | 06/30/24 | 0.00 | 0.00 | $ 7.40 |
| Overhead | | 07/31/24 | 0.00 | 0.00 | $ 34.99 |
| Overhead | | 07/31/24 | 0.00 | 0.00 | $ 5.55 |
| **Total Overhead** | | | | | **$ 3,111.01** |
| Labor | | 05/06/23 | 47.05 | 4.50 | $ 211.73 |
| Labor | | 05/08/23 | 31.37 | 4.00 | $ 125.47 |
| Labor | | 05/09/23 | 47.05 | 2.50 | $ 117.63 |
| Labor | | 05/09/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 05/10/23 | 31.37 | 4.00 | $ 125.47 |
| Labor | | 05/11/23 | 42.90 | 1.00 | $ 42.90 |
| Labor | | 05/11/23 | 28.60 | 5.00 | $ 143.00 |
| Labor | | 05/11/23 | 31.37 | 4.00 | $ 125.47 |
| Labor | | 05/12/23 | 42.90 | 0.50 | $ 21.45 |
| Labor | | 05/12/23 | 47.05 | 2.00 | $ 94.10 |
| Labor | | 05/12/23 | 31.37 | 6.00 | $ 188.21 |
| Labor | | 05/13/23 | 47.05 | 7.00 | $ 329.36 |
| Labor | | 05/15/23 | 42.90 | 1.00 | $ 42.90 |
| Labor | | 05/15/23 | 28.60 | 2.00 | $ 57.20 |
| Labor | | 05/15/23 | 47.05 | 2.25 | $ 105.87 |
| Labor | | 05/15/23 | 31.37 | 3.00 | $ 94.10 |
| Labor | | 05/16/23 | 31.37 | 2.00 | $ 62.74 |
| Labor | | 06/14/23 | 30.41 | 8.00 | $ 243.28 |
| Labor | | 06/27/23 | 31.37 | 4.00 | $ 125.47 |
| Labor | | 08/16/23 | 31.37 | 3.00 | $ 94.10 |
| Labor | | 11/17/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 11/27/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 11/28/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 11/29/23 | 47.05 | 1.00 | $ 47.05 |

# WO T00064
# COST INCURRED

| Type | Description | Date | Rate/Cost | Qty/Hours | Amount |
|---|---|---|---|---|---|
| Labor | | 11/29/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 11/30/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 12/01/23 | 31.37 | 7.50 | $ 235.26 |
| Labor | | 12/04/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 12/05/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 12/06/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 12/07/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 12/11/23 | 47.05 | 1.25 | $ 58.82 |
| Labor | | 12/11/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 12/14/23 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 12/15/23 | 31.37 | 5.00 | $ 156.84 |
| Labor | | 04/10/24 | 31.37 | 4.00 | $ 125.47 |
| Labor | | 05/01/24 | 25.76 | 8.00 | $ 206.11 |
| Labor | | 05/01/24 | 47.05 | 4.00 | $ 188.21 |
| Labor | | 05/01/24 | 31.37 | 8.00 | $ 250.94 |
| Labor | | 05/06/24 | 27.07 | 0.25 | $ 6.77 |
| Labor | | 05/13/24 | 31.37 | 4.00 | $ 125.47 |
| Labor | | 05/21/24 | 47.05 | 2.00 | $ 94.10 |
| Labor | | 05/21/24 | 31.37 | 3.00 | $ 94.10 |
| Labor | | 05/22/24 | 31.37 | 3.00 | $ 94.10 |
| Labor | | 06/12/24 | 31.37 | 4.00 | $ 125.47 |
| Labor | | 07/24/24 | 31.37 | 3.00 | $ 94.10 |
| **Total Labor** | | | | | **$ 7,264.54** |
| Fringe | | 05/31/23 | 0.00 | 0.00 | $ 372.66 |
| Fringe | | 05/31/23 | 0.00 | 0.00 | $ 2,219.47 |
| Fringe | | 06/30/23 | 0.00 | 0.00 | $ 152.08 |
| Fringe | | 06/30/23 | 0.00 | 0.00 | $ 294.88 |
| Fringe | | 08/31/23 | 0.00 | 0.00 | $ 114.06 |
| Fringe | | 11/30/23 | 0.00 | 0.00 | $ 1,577.83 |
| Fringe | | 12/31/23 | 0.00 | 0.00 | $ 2,371.53 |
| Fringe | | 04/30/24 | 0.00 | 0.00 | $ 148.93 |
| Fringe | | 05/31/24 | 0.00 | 0.00 | $ 252.69 |
| Fringe | | 05/31/24 | 0.00 | 0.00 | $ 1,005.31 |
| Fringe | | 06/30/24 | 0.00 | 0.00 | $ 148.93 |
| Fringe | | 07/31/24 | 0.00 | 0.00 | $ 111.70 |
| **Total Fringe** | | | | | **$ 8,770.07** |
| Equipment | 1/2 TON PICK-UP | 05/06/23 | 10.62 | 4.50 | $ 47.79 |
| Equipment | RADIO | 05/06/23 | 0.26 | 4.50 | $ 1.17 |
| Equipment | 1/2 TON PICK-UP | 05/08/23 | 10.62 | 4.00 | $ 42.48 |
| Equipment | RADIO | 05/08/23 | 0.26 | 4.00 | $ 1.04 |
| Equipment | 1/2 TON PICK-UP | 05/09/23 | 10.62 | 2.50 | $ 26.55 |
| Equipment | 1/2 TON PICK-UP | 05/09/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 05/09/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | RADIO | 05/09/23 | 0.26 | 2.50 | $ 0.65 |
| Equipment | 1/2 TON PICK-UP | 05/10/23 | 10.62 | 4.00 | $ 42.48 |
| Equipment | RADIO | 05/10/23 | 0.26 | 4.00 | $ 1.04 |
| Equipment | 2WD VAN | 05/11/23 | 16.04 | 1.00 | $ 16.04 |
| Equipment | 2WD VAN | 05/11/23 | 16.04 | 5.00 | $ 80.20 |
| Equipment | RADIO | 05/11/23 | 0.26 | 1.00 | $ 0.26 |
| Equipment | RADIO | 05/11/23 | 0.26 | 5.00 | $ 1.30 |
| Equipment | 1/2 TON PICK-UP | 05/11/23 | 10.62 | 4.00 | $ 42.48 |
| Equipment | RADIO | 05/11/23 | 0.26 | 4.00 | $ 1.04 |
| Equipment | 2WD VAN | 05/12/23 | 16.04 | 0.50 | $ 8.02 |
| Equipment | RADIO | 05/12/23 | 0.26 | 0.50 | $ 0.13 |
| Equipment | 1/2 TON PICK-UP | 05/12/23 | 10.62 | 6.00 | $ 63.72 |

# WO T00064
# COST INCURRED

| Type | Description | Date | Rate/Cost | Qty/Hours | Amount |
|---|---|---|---|---|---|
| Equipment | 1/2 TON PICK-UP | 05/12/23 | 10.62 | 2.00 | $ 21.24 |
| Equipment | RADIO | 05/12/23 | 0.26 | 6.00 | $ 1.56 |
| Equipment | RADIO | 05/12/23 | 0.26 | 2.00 | $ 0.52 |
| Equipment | 1/2 TON PICK-UP | 05/13/23 | 10.62 | 7.00 | $ 74.34 |
| Equipment | RADIO | 05/13/23 | 0.26 | 7.00 | $ 1.82 |
| Equipment | 2WD VAN | 05/15/23 | 16.04 | 1.00 | $ 16.04 |
| Equipment | 2WD VAN | 05/15/23 | 16.04 | 2.00 | $ 32.08 |
| Equipment | RADIO | 05/15/23 | 0.26 | 1.00 | $ 0.26 |
| Equipment | RADIO | 05/15/23 | 0.26 | 2.00 | $ 0.52 |
| Equipment | 1/2 TON PICK-UP | 05/15/23 | 10.62 | 2.25 | $ 23.90 |
| Equipment | 1/2 TON PICK-UP | 05/15/23 | 10.62 | 3.00 | $ 31.86 |
| Equipment | RADIO | 05/15/23 | 0.26 | 3.00 | $ 0.78 |
| Equipment | RADIO | 05/15/23 | 0.26 | 2.25 | $ 0.59 |
| Equipment | 1/2 TON PICK-UP | 05/16/23 | 10.62 | 2.00 | $ 21.24 |
| Equipment | RADIO | 05/16/23 | 0.26 | 2.00 | $ 0.52 |
| Equipment | 1/2 TON PICK-UP | 06/27/23 | 10.62 | 4.00 | $ 42.48 |
| Equipment | RADIO | 06/27/23 | 0.26 | 4.00 | $ 1.04 |
| Equipment | 1/2 TON PICK-UP | 08/16/23 | 10.62 | 3.00 | $ 31.86 |
| Equipment | RADIO | 08/16/23 | 0.26 | 3.00 | $ 0.78 |
| Equipment | 1/2 TON PICK-UP | 11/17/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 11/17/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | 1/2 TON PICK-UP | 11/27/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 11/27/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | 1/2 TON PICK-UP | 11/28/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 11/28/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | 1/2 TON PICK-UP | 11/29/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | 1/2 TON PICK-UP | 11/29/23 | 10.62 | 1.00 | $ 10.62 |
| Equipment | RADIO | 11/29/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | RADIO | 11/29/23 | 0.26 | 1.00 | $ 0.26 |
| Equipment | 1/2 TON PICK-UP | 11/30/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 11/30/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | 1/2 TON PICK-UP | 12/01/23 | 10.62 | 7.50 | $ 79.65 |
| Equipment | RADIO | 12/01/23 | 0.26 | 7.50 | $ 1.95 |
| Equipment | 1/2 TON PICK-UP | 12/04/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 12/04/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | 1/2 TON PICK-UP | 12/05/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 12/05/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | 1/2 TON PICK-UP | 12/06/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 12/06/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | 1/2 TON PICK-UP | 12/07/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 12/07/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | 1/2 TON PICK-UP | 12/11/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | 1/2 TON PICK-UP | 12/11/23 | 10.62 | 1.25 | $ 13.28 |
| Equipment | RADIO | 12/11/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | RADIO | 12/11/23 | 0.26 | 1.25 | $ 0.33 |
| Equipment | 1/2 TON PICK-UP | 12/14/23 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 12/14/23 | 0.26 | 8.00 | $ 2.08 |
| Equipment | 1/2 TON PICK-UP | 12/15/23 | 10.62 | 5.00 | $ 53.10 |
| Equipment | RADIO | 12/15/23 | 0.26 | 5.00 | $ 1.30 |
| Equipment | 1/2 TON PICK-UP | 04/10/24 | 10.62 | 4.00 | $ 42.48 |
| Equipment | RADIO | 04/10/24 | 0.26 | 4.00 | $ 1.04 |
| Equipment | 1/2 TON PICK-UP | 05/01/24 | 10.62 | 4.00 | $ 42.48 |
| Equipment | 1/2 TON PICK-UP | 05/01/24 | 10.62 | 8.00 | $ 84.96 |
| Equipment | RADIO | 05/01/24 | 0.26 | 4.00 | $ 1.04 |
| Equipment | RADIO | 05/01/24 | 0.26 | 8.00 | $ 2.08 |

# WO T00064
# COST INCURRED

| Type | Description | Date | Rate/Cost | Qty/Hours | Amount |
|---|---|---|---|---|---|
| Equipment | 1/2 TON PICK-UP | 05/13/24 | 10.62 | 4.00 | $ 42.48 |
| Equipment | RADIO | 05/13/24 | 0.26 | 4.00 | $ 1.04 |
| Equipment | 1/2 TON PICK-UP | 05/21/24 | 10.62 | 2.00 | $ 21.24 |
| Equipment | 1/2 TON PICK-UP | 05/21/24 | 10.62 | 3.00 | $ 31.86 |
| Equipment | RADIO | 05/21/24 | 0.26 | 2.00 | $ 0.52 |
| Equipment | RADIO | 05/21/24 | 0.26 | 3.00 | $ 0.78 |
| Equipment | 1/2 TON PICK-UP | 05/22/24 | 10.62 | 3.00 | $ 31.86 |
| Equipment | RADIO | 05/22/24 | 0.26 | 3.00 | $ 0.78 |
| Equipment | 1/2 TON PICK-UP | 06/12/24 | 10.62 | 4.00 | $ 42.48 |
| Equipment | RADIO | 06/12/24 | 0.26 | 4.00 | $ 1.04 |
| Equipment | 1/2 TON PICK-UP | 07/24/24 | 10.62 | 3.00 | $ 31.86 |
| Equipment | RADIO | 07/24/24 | 0.26 | 3.00 | $ 0.78 |
| **Total Equipment** | | | | | **$ 2,265.59** |
| **Report Total** | | | | | **$ 319,540.53** |



**5J**

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

Clerk's Office

**DATE:** **February 7, 2025**

**TO:** **Jana L. Ecker, City Manager**

**FROM:** **Alexandria Bingham, City Clerk**

**SUBJECT:** **Museum Board Member Resignation**

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INTRODUCTION/BACKGROUND:

The Museum Board Member Bev Erickson submitted her resignation from the board effective February 7, 2025.

LEGAL REVIEW:
None.

FISCAL IMPACT:
None.

SUSTAINABILITY IMPACT:
None.

PUBLIC COMMUNICATIONS:
The City Clerk's office will publish a notice of intention to appoint to this position, post the vacancy on the "board and commission opportunities" portion of the City's website and include it in the City's digital news vehicles as publication schedules permit.

SUMMARY:
The City Commission is being asked to accept the resignation of Bev Erickson from the Museum Board, thank her for her service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated February 7,2025.

SUGGESTED COMMISSION ACTION:
To make a motion to accept the resignation of Bev Erickson from the Museum Board, to thank her for her service and to direct the City Clerk to begin the process of filling the vacancy.

February 7, 2025

TO: Leslie Pielack
COPY: Marty Logue

SUBJECT: Letter of resignation (sent via e-mail)

Leslie and Marty,

I continue to encounter ongoing time conflicts with the Thursday meetings. Therefore, I must resign my position on the Museum Board.

I commend you on all of the great work you have done and continue to do for the Museum. The Museum provides such rich stories about the City and its residents. The events and speakers are so well done. You have a great staff that helps make all of this possible.

I wish you the best in completing the strategic plan and with all the great engagements with other City departments.

Thank you for the opportunity to have served on the Museum's board. I am sorry that I did not realize the ongoing conflict when I renewed my time on the Board.

I wish you the best and will be sure to enjoy all of the Museum's ongoing work.

Sincerely,

Bev Erickson

BIRMINGHAM
A WALKABLE CITY

**February 2025 City Manager's Report**

## Baldwin Public Library

### Library Board

The Library Board will meet on Monday, February 24 at 7:30 p.m. for its regular meeting. Director Rebekah Craft will be presenting a review and recap of the completed 2022-2025 Strategic Plan. More information and the final report can be found online at www.baldwinlib.org/mission.

### Student Representative to the Board

Cranbrook student and Birmingham resident Marina Awad will be serving as the 2025-26 Student Representative to the Library Board.

### New Library Card Design

In serendipitous timing, the Phase 3 photos coordinated by MCD Architects were completed at the same time we ran low on our library card supply. A new supply of cards was ordered, including a new design showcasing the Phase 3 addition. Now, all three projects have their own library card to commemorate the full renovations.

### Birbery (Birmingham Newbery)

Birbery, Baldwin's version of the Newbery award, kicked off on January 27, and titles became available on January 31 for checkout. In May, middle school students in Birmingham Public Schools who have earned the chance to participate in this program will attend a special meeting to choose the winner of the award. The nominees are:

- The Tenth Mistake of Hank Hooperman by Gennifer Choldenko
- The Enigma Girls by Candace Fleming
- First State of Being by Erin Entrada Kelly
- Faker by Gordon Korman
- Medusa (Myth of Monsters #1) by Katherine Marsh
- The Sherlock Society by James Ponti
- The Last Dragon on Mars by Scott Reintgen
- The Bletchley Riddle by Ruta Sepetys and Steve Sheinkin
- Deep Water by Jamie Sumner
- A Royal Conundrum (The Misfits #1) by Lisa Yee

**Library Tours**
If you would like to learn even more about the library, join Director Rebekah Craft for a Behind the Scenes Tour. You will visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the library's atrium on Tuesday, March 20 at 11 a.m.

Idea Lab: The Grand Tour
Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, March 5 at 7 p.m., Jeff will take you on a tour of the Idea Lab, including a quick demo of our exciting equipment. Registration required.

**Upcoming events of interest**

**ELL Talk Time**
*Tuesdays at 10 a.m.*
Join us to practice English conversation skills. We will meet every Tuesday at the library. All levels are welcome. Coffee, tea and snacks will be provided.

**Lifelong Learning Spring Lecture Series**
*Wednesdays in March and April, from 10 a.m. - 12 p.m.*
Join us for coffee and the pursuit of knowledge! Our Lifelong Learning program is aimed at retirees with an interest in learning and meaningful dialogue. Lifelong Learning members research a topic and present their findings in a series of weekly lectures on Wednesday mornings in March and April. Join us for these edifying presentations as an active member, or drop-in as a guest each Wednesday morning. The topic this session is: Unrecognized Women in History.

**Teens Night Out**
*Wednesday, March 5 from 7 p.m. - 8:30 p.m.*
Spend an evening hanging out with other teens who love the library as much as you do! There will be video games, board games, crafts, food and other shenanigans. Teens Night Out is for grades 7 to 12.

**The Detroit Lions: An Illustrated Timeline**
*Monday, March 24 at 7 p.m.*
It took three failed attempts before professional football stuck in Detroit, and when it finally did, the City had itself a winner. Detroit Free Press reporter Dave Birkett joins us to vividly recount the most important people, games, and moments in the Franchise's first 90 seasons including this year's magical quest for the Super Bowl. Copies of The Detroit Lions: An Illustrated Timeline will be available for purchase. Registration required. Hybrid event. Attend in person (with an IN-PERSON ticket) or virtually (with a VIRTUAL ticket).

Learn more about these events and other programs coming to Baldwin at www.baldwinlib.org/calendar.

**Birmingham Museum**

The Museum Board is excited to announce it will be undertaking a special oral history project to document Birmingham memories. Entitled, "What's Your Story?" the project will conduct oral histories in an informal conversational style to capture memories of Birmingham through stories shared by people in the community. The board believes that everyone has a story, and although this project is ideal for our elders, anyone can participate who has something to share that relates to Birmingham and its past. The idea is to gather personal experiences involving people, places or things around Birmingham, similar to the famous StoryCorps project.

Audio recordings created by the project will become part of the Birmingham Museum's collection. The Museum Board will launch the project later this spring.

## Birmingham Shopping District

### Business Recruitment and Retention

The Birmingham Shopping District (BSD) hosted Keep It Real Social on February 6 and 7, offering BSD businesses free one-on-one digital marketing and social media consulting. Approximately 15 businesses participated in 1.5-hour sessions with the consultants on-site at their business or at City Hall.

As part of its tenant recruitment strategy, the BSD continues to develop recruitment assets and schedule meetings with individual property owners to learn more about their unique experiences with recruitment and retention in the district.

Employee Appreciation Day is March 7, 2025, and the BSD is celebrating by inviting current and new district employees to stop by the office to pick up their Employee Discount Card and a special treat!

### Special Events

Special event planning is underway for upcoming spring and summer events! We are currently accepting applications for Farmers Market vendors for our 23rd market season, which starts on Sunday, May 4. We are also planning for the Spring Stroll, a family-friendly strolling event in April and the Movie Night series, which will begin in June. Preliminary information can be found on our Event Calendar.

### Tourism

Oakland County has recently engaged with a consultant (Think Place Agency) to develop a County tourism and attraction strategic plan. The project will be strongly rooted in community/stakeholder input and will help raise awareness of the County's various attractions and tourism assets to visitors from a variety of backgrounds and locations. The BSD Executive Director was invited to serve in an advisory/oversight role to County staff and the consultant. Over the next nine months, the steering committee will convene periodically at critical milestones throughout the project to provide feedback on key reports and design/participate in key engagement activities.

## Building Department

### Board of Zoning Appeals

There were three cases on the agenda for the January 14, 2025 Board of Zoning Appeals regular meeting:

1. 732 Westchester Way: The property owner requested variances from the minimum required front yard setback and the distance an attached garage must be set back from the front façade of the house to construct an addition to their existing nonconforming home. The requested variances were approved by a 6/0 vote of the board.
2. 1817 Sheffield: The owners requested variances in order to construct an addition and renovate their existing nonconforming home. Variances were needed from the minimum street side setback provisions for the addition, bay window projection and extension of an existing front porch. The requests were approved by a 7/0 vote.
3. 550 Henley: The property owner requested setback variances to build an addition to their existing nonconforming home. During the presentation, staff noted a misinterpretation of the rear property line on the irregularly shaped lot, indicating that the actual variance amounts should be recalculated, as they would be significantly lower. At the owner's request, the board voted to adjourn the request to the next regular meeting to allow time to work with staff to determine the correct variance amounts.

### Online Permit Applications

In the month of January, we processed 293 online permits.

**Monthly Report**
The Building Department's monthly report shows the previous month's permit activity, along with charts showing the building permit activity trend over the past year.

## City Clerk's Office

### 2025 Election Dates

The next currently scheduled election for Birmingham voters is a general election on Nov. 4, 2025. The petition filing deadline is July 22, 2025 by 4 p.m. The election will include candidates for:

- City Commission - Vote for no more than three, 4-year terms
- Library Board - Vote for no more than three, 4-year terms

August 6, 2025 is a potential election date contingent upon the timely filing of a petition to place a question on the ballot or the filing of ballot language with the City Clerk by a political subdivision of this State including, but not limited to, a county, City, village, township, school district, special use district or other district.

The ballot wording of the ballot question must be certified to the proper local or county clerk no later than 4 p.m. on the twelfth Tuesday before the election. If the wording is certified to a clerk other than the county clerk, the clerk shall certify the ballot wording to the county clerk at least 82 days before the election.

### Save the date for the annual Birmingham Hometown Parade on May 18, 2025

On May 18, 2025 the City Clerk's office will host the annual Celebrate Birmingham Hometown Parade. The parade will kick off downtown at 1 p.m. and end with a fun afterparty in Shain Park. Join the fun as a spectator or get more involved in these ways:

**March in the parade!**
Community groups, local businesses, dance teams, scout troops, neighborhood associations, children and adults of all ages are encouraged to march in this year's parade. It's a great opportunity to spotlight your group! Register as a parade/party participant by May 1, 2025.

**Sponsor the parade and Shain Park afterparty**
Sponsorship allows a business, group, organization or individual to be recognized as part of this beloved family-friendly event reflecting the hometown feel of Birmingham. The Hometown Parade is televised by Bloomfield Community Television and covered by traditional print and social media, giving sponsors a fantastic PR opportunity. Select sponsors receive varying levels of recognition in parade promotions. Show your support by sponsoring the event, and remember sponsors must register by April 25, 2025.

**Be a vendor!**
Interested in being a parade performer or afterparty vendor? Contact the Clerk's Office at (248) 530-1880 or clerksoffice@bhamgov.org.

**Volunteer**
Help out the Clerk's Office behind the scenes! Volunteers must be 16 or older and will help with various tasks that could include parade lineup, assisting along the parade route, party and parade setup and cleanup. Volunteers are much appreciated for this event!

**Greenwood Cemetery Advisory Board (GCAB)**
The next GCAB meeting is scheduled for March 7. To view Greenwood Cemetery Advisory Board agendas and minutes visit www.bhamgov.org/GCAB.

For those visiting the cemetery and placing decorations for loved ones it is important to be aware of the Greenwood Cemetery Operational Procedures, Conditions & Regulations, specifically sections II, III, and V.

DPS anticipates conducting spring clean-up in the cemetery during the month of March, weather permitting.

**Board of Ethics**
Stay tuned for announcements regarding the next scheduled Board of Ethics meeting. At this time there are no opinion requests or complaints to be processed. To view the Ethics Board agendas and minutes visit www.bhamgov.org/ethics.

**Board Appointments**
The City of Birmingham is looking for dedicated individuals who want to give back to their community by serving on one of our many boards or commissions. Birmingham's different boards and commissions make recommendations that shape the City's future. Serving on a board or commission is a great way to get involved in your community, meet new people and make a positive impact. Don't miss out on the chance to make a difference - go to www.bhamgov.org/boardopportunities to view all the available openings and apply at bhamgov.org/boardapplication.

**City Manager's Office**

**400 E. Lincoln Building: The Birmingham Community and Senior Center**

The last update for this project was in the December City Manager's Report. The following has occurred since the City Commission chose the architecture firm of Neumann Smith to design the building:

- December 11, 2024 - The Ad Hoc Senior/Recreation Center Committee (SCC) met with Neumann Smith and began design discussions and building use analysis.
- December 18, 2024 - The SCC reviewed the RFP for a Construction Manager (CM) for the project and made a recommendation to the City Commission (CC) for its release. The SCC also discussed Schematic Design elements for the project.
- January 8, 2025 - The SCC received an update from Neumann Smith concerning space utilization of the new building with Next, the YMCA and City community uses.
- January 13, 2025 – CM Ecker updated the CC on the work of the SCC and the latest updates on the project. The CC discussed the name of the building and timing for a bond vote. They felt August or November, rather than May, would provide more time for the public to understand the project. The CC voted to direct staff to issue the RFP for construction management services as recommended by the SCC.
- January 22, 2025 – The SCC received and discussed the results of the second Community Survey completed by the City and Neumann Smith. The survey, available on Engage Birmingham and via hard copy from Jan. 3 through Jan. 17, garnered feedback regarding activities, spaces and services the community would like to see at the new facility. The SCC also discussed updating the Vision Statement, Goals and Objectives, and made minor adjustments for the CC to consider. The SCC recommended using the following title in reference to the proposed new building at 400 E. Lincoln: The Birmingham Community and Senior Center.

- January 27, 2025 – The CC confirmed by motion stating the official name of the building at 400 E. Lincoln would be the "Birmingham Community and Senior Center" as recommended by the SCC. The CC then discussed the "draft" agreements with the future tenants of the building, Next and the YMCA. The CC had numerous consensus comments on the agreements that they wished to have further clarification/changes on, including:
    - Length of Next contract
    - A financial contribution from Next
    - Increased and more well-defined community use
    - City should have no additional staffing costs for the building
    - Contract language to be clarified, defined and limited (5E,5F,5G)
    - Breach of contract language should be better defined

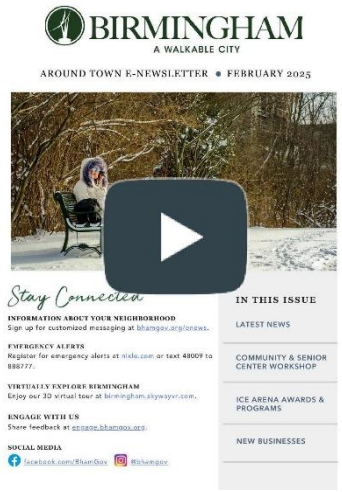
  The CC also asked for further study on the following:
    - Next financials
    - Maximum membership considerations
    - Termination fees for one or both tenants
    - Possible membership fees broken down into base and facility fees
- February 5, 2025 - At this meeting, the SCC reviewed and commented on the draft building program design by Neumann Smith prior to its submission to the CC.
- February 10, 2025 – The CC held a workshop entitled, "Architectural Visual Preference Survey." The workshop was conducted by Neumann Smith and included an internet based interactive survey. Neumann Smith showed and explained various building types on a large screen. Attendees in the audience and online could use their cell phone to rank preferred building styles. In addition to building styles, the survey included roof styles and building material preferences. The CC participated in the survey along with the community. The results of the survey will be another tool used by Neumann Smith to assist in designing the new building consistent with the CC and community expectations. The presentation was unique and well received by the public.
- February 10, 2025 – The CC received a presentation from Neumann Smith concerning the draft building program for the new Birmingham Community and Senior Center. The CC discussed the matter and asked for the following:
    - More conversation between Next and the YMCA to reduce space requests in order to downsize the building. They discussed reducing the size to the lower end of the space allocation (44,500 to 49,000 sq. ft.).
    - Further clarification from both Next and the YMCA regarding their space requests and utilization. Specifically, information regarding current programs, future programs and community uses.
    - Have both Next and the YMCA make presentations to the CC at the next CC meeting to detail their program offerings.

It should be noted that all SCC and CC meetings are open to the public and comments are welcome.

## Communications

### Around Town e-Newsletter

The communications team is working on the March edition of the Around Town e-Newsletter, which will include information about an upcoming blood drive, yard waste collection, early golf incentives and more. Follow this link to view the February edition of the Around Town e-Newsletter.




### Receive Updates from Birmingham

Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at bhamgov.org/enews. Subscribers receive important information specific to their neighborhood, emergency alerts and our newsletter featuring upcoming events, meetings, City projects, developments and more. Also follow us on Facebook and Instagram @BhamGov, and visit bhamgov.org/communications to view all City communication tools.

### BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

| Meeting | Topic | Dates Addressed | Status |
|---|---|---|---|
| 9/23/24 | Code of Conduct for Landscapers | 9/23/24 | In progress |
| 8/13/24 | Speed mitigation options – Shirley and Arlington | 8/13/24 | In progress |
| 7/22/24 | Redding Well Site | 7/22/24 | In progress |
| 7/8/24 | Pesticides | 7/8/24 | In progress |
| 5/20/24 | RFP Process | 6/3/24<br>7/22/24 | In progress |
| 4/15/24 | Discuss City property on Shirley Road that is not designated as Right of Way | 4/15/24 | In progress |
| 2/27/23 | Bench and Little Library for Pat Andrews | 3/13/23<br>5/8/23 | In progress |

## Engineering Department

### Lead Service Replacement Program

In November 2024, the City mailed a notice to property owners with lead water service, galvanized pipes previously connected to lead materials or unknown water service material per EGLE's requirements. For more information regarding these letters, or if you would like to sign up for lead service replacement at no cost, please contact the Engineering Department at (248) 530-1840.

The City will be starting a door-knocking effort to replace lead water services. If the property owner is not available, a flyer will be left. Please follow the steps in the flyer to schedule your water service replacement.

**Wimbleton Phase 1 Project**
The Engineering Department is coordinating a property owner meeting to provide information on the Wimbleton Phase 1 Project sometime in mid-late March. Property owners will receive a letter with information about this meeting.

If you have questions about these projects or programs, please contact the Engineering Department at (248) 530-1840.

## Fire Department

Members of the community who want to be a hero may donate blood on Friday, March 14 at Birmingham Fire Station 1 at 572 S. Adams.

The American Red Cross will be on-site from 7:30 a.m. until 1:30 p.m. taking much-needed donations. This is a great opportunity for us to give back to the community. City staff members will be given time during the day to attend their scheduled appointment to donate blood. The process takes about an hour and fifteen minutes to complete.

To donate, sign up for an appointment at redcrossblood.org. Use BFD in the sponsor code in the 'FIND A DRIVE' section. You must also have the correct day March 14, 2025, selected to see the available time slots. The American Red Cross website has a lot of information regarding donating blood, including FAQs. Please take the time to give to this great cause!

Follow this link to view a flyer with additional information and an opportunity to obtain a free $10 Amazon gift card for donating blood.

More Information:

Busting Blood Donation Myths

Eligibility Criteria

Eligibility Requirements

## Human Resources

The City of Birmingham extends warm congratulations to our newly hired employees as of February 17, 2025. Their skills, expertise and enthusiasm are a valuable addition to our team.

| Department | Name | Position | Type |
|---|---|---|---|
| Parking | Capeanne Fomby | Parking Part Time Assistant | Part Time |
| **Promotions** | | | |
| Police | Rebekah Springer | Lieutenant | Full Time BCOA |
| Police | Stefan Syts | Sergeant | Full Time BPOA |

**February Hiring Anniversaries**

The City of Birmingham celebrated the hiring anniversaries of several employees. We extend our heartfelt appreciation for their exceptional service and unwavering dedication. Their contributions are deeply valued and recognized.

| Years Of Service | Employee | Department | Position |
|---|---|---|---|
| 1 | Rebecca Lademan | Parking | Parking Facilities Maintenance |
| 1 | Christopher Chartrand | Parking | Parking Maintenance Manager |
| 1 | Joel Felsenfeld | Library | Library Assistant |
| 1 | Julia Eisenstein | Library | Substitute Librarian |
| 3 | Sofia Dabrowski | Library | Substitute Librarian |
| 4 | Ian Nock | DPS | Fleet Mechanic |
| 5 | Carlton Elam | Library | Library Assistant |
| 6 | Randy Bearden Jr | Fire | Fire |
| 8 | Alex Linke | Police | Police Lieutenant |
| 9 | Angela Shinozaki | Library | Substitute Librarian |
| 9 | Syntha Green | Library | Librarian |
| 10 | Greg Foley | DPS | Parks & Forestry Specialist |
| 12 | Christopher Judkins | Fire | Fire Lieutenant |
| 12 | Ronald Dix | DPS | SSW Assistant Foreman |
| 12 | Dominic Lane Sr | DPS | SSW Specialist |
| 20 | Raymond Faes | Police | Police Lieutenant |
| 27 | Christine Williams | Police | Parking Enforcement |
| 29 | Theresa Hart | Library | Library Assistant |

**Hiring Status**
The City is seeking candidates for the following positions. Below is the current status of each opening. To apply or for more information, visit www.bhamgov.org/jobs.

| Department | Position | Type | Status |
|---|---|---|---|
| Building | Building Inspector | Full Time (AFSCME) | Reviewing Applicants |
| Police | Parking Enforcement Assistant | Part Time (AFSCME) | Reviewing Applicants |
| DPS | Ice Arena Concessions/Maintenance | Part Time | Open Until Filled |
| Building | Plumbing and Mechanical Inspector | Full Time (AFSCME) | Open Until Filled |

**Residency Requirements for Employees**
The Residency Act, PA 212 of 1999, prohibits employers from requiring employees to reside within a specific municipality as a condition of employment or promotion. However, the act permits municipalities to establish a residency requirement provided it does not restrict employees to live within a boundary of less than 20 miles from the municipality. This provision likely aims to prevent unfair disadvantages for individuals from lower socio-economic backgrounds when applying for positions in affluent communities.

Both our police and fire departments maintain residency requirements to ensure that safety personnel can respond promptly in emergencies.

HR and department managers actively encourage employees to engage with the community. Information about City events are promoted to employees, and we have hosted several off-site events for all employees, such as a mental health awareness speaker at Seaholm High School, a holiday luncheon at DPS, an employee picnic at Springdale, and safety training at the library, among others.

City employees are also encouraged to utilize resident benefits, including obtaining a Baldwin Library card, using the BSD Shopping Card, and accessing resident rates for membership at the Golf Courses. Moving forward, we will continue to promote and provide opportunities for employees to interact with the City's environment and culture to foster connection with the community as a whole.

## Planning Department

The Planning Department would like to acknowledge the departure of Brooks Cowan, the Senior Planner for the City. Brooks started with the City in 2015 as a Management Intern and ultimately came to the City full-time as a City Planner in 2018. In 2021, Brooks was promoted to Senior Planner based on his high-quality performance and contribution to many important projects including a major retail study, new public art programs and multi-modal transportation infrastructure improvements. Brooks has since been integral in laying the groundwork for the Woodward Avenue Road Diet, successfully advocated for affordable housing and new agreements with the Baldwin House, and many other projects. We wish Brooks all the best in his future endeavors!

**Planning Board (PB)**

The Planning Board recently finalized its Action List for 2025 and will furnish it to the City Commission in March 2025 pursuant to Chapter 82 of the City Code of Ordinances. Over the next couple of months, the PB will begin preparations for the first of two joint meetings between the Planning Board and City Commission on June 16, 2025. It is expected that the agenda items for the joint meeting will be related to the Birmingham Plan 2040.

A tentative Planning Board list of scheduled and/or recently completed items is provided below:

1. 320 Martin – Final Site Plan & Design Review (1/22/25) - **COMPLETE**
    - Request for the re-approval of an expired site plan for a new 5-story addition to the rear of the existing building.
2. 225 E. Maple – Social Kitchen & Bar – Special Land Use Permit Amendment, Final Site Plan & Design Review (1/22/25) & Board of Zoning Appeals (March 11, 2025)
    - Request to replace/renovate the existing outdoor dining facility located on the east side of the building adjacent to the Via. This project will also be reviewed by the City Commission.
3. 185 Oakland – Belfor – Final Site Plan & Design Review (2/26/25)
    - Request for a new large, whole-building generator at the rear of the property behind the existing building with associated screening and landscaping improvements.
4. Triangle District Bonus Height Provisions Phase 2 – Study Session – (2/26/25)
    - A continuation of the review of the available provisions to receive additional building height in the Triangle District of Birmingham.
5. Impervious Surface – Study Session (3/12/25)
    - A review of the definition of impervious surface and open space requirements in the City.
6. Generator Ordinance – Public Hearing (3/12/25)
    - A public hearing to finalize a recommendation to the City Commission regarding new standby generator standards.
7. Child Care Ordinance – Study Session (3/12/25)
    - A review of the City's childcare standards related to Family Child Care Homes and Group Child Care Homes as it relates to definitions, use specific standards, permitted zoning districts and other issues.

**Historic District Commission (HDC) & Design Review Board (DRB)**

A tentative list of scheduled and/or recently completed items is provided below:

- Historic Preservation Master Plan – Study Session (2/19/25)
    - The HDC and City staff are developing an organized, holistic, and long-range approach Historic Preservation Master Plan to help guide preservation efforts into the future.
- Historic Plaques – Study Session (2/19/25)
    - The HDC will be reviewing plaque designs for residential historic resources to provide a consistent and recognizable design.

**Environmental Sustainability Committee (ESC)**

The City Commission has now seated the seven members of the formal, standing Environmental Sustainability Committee (ESC) as well as two new student members. There are two alternate positions still open. The kickoff meeting of this "new" committee was rescheduled to early March to ensure all seven current members could be in attendance. At its first meeting, the ESC will aim to accomplish some housekeeping, catch up on things that happened in the interim and complete other introductory type work. In addition, the ESC will begin the process of implementing the recommendations of the Birmingham Green: Healthy Climate Plan starting with the Community Engagement Plan.

**Multi-Modal Transportation Board (MMTB)**

On February 6, 2025, the MMTB reviewed preliminary information relating to potential speed mitigation measures on the recently reconstructed Shirley and Arlington roads. The MMTB reviewed nine different scenarios for consideration ranging from existing conditions, speed signs and different paint-based strategies to more substantial options such as traffic calming islands and speed humps. Ultimately, the MMTB moved to do further study on narrowing traffic lanes (paint), traffic calming islands (curbed), one-way bike lanes (paint) and non-motorized curbed two-way pathway. The next meeting of the MMTB is scheduled for March 6, 2025.

## Police Department

### Retirement of Lieutenant Raymond Faes

Lt. Faes began his career with the Birmingham Police Department in February of 2005 after previously working for the Carlton and River Rouge Police Departments where he spent time as a task force officer with the DEA. He was promoted to Lieutenant in 2015 and has 20 years of service to the Birmingham Police Department and over 30 years in Law Enforcement. His vast experience and his infectious demeanor and personality will be missed at the department. We wish Lt. Faes the best in retirement as he has certainly earned it.

Congratulations Lt. Raymond Faes!

### FBI Financial Crimes Task Force Officer Scott McIntyre

Officer Scott McIntyre was hired by the Birmingham Police Department in January of 2017 and assigned to the FBI Financial Crimes Task Force in January of 2022. In January of this year, we were advised the Special Agent in Charge had nominated Task Force Officer (TFO) Scott McIntyre for TFO of the year.

Please see the attached TFO of the Year nomination submitted by Special Agent David S. Jacobs to the FBI Detroit executive management. Agent Jacobs stated, "While he was not selected, his work and demeanor are outstanding, and he is an extremely valuable part of FBI Detroit-Oakland office. It has been an honor and pleasure working with Scott and Birmingham PD."

### Letter Submitted by Agent Jacobs

In fiscal year 2024, TFO Scott C. McIntyre demonstrated cross-programmatic investigative prowess by securing convictions and significant prison sentences for defendants in a high-profile, art crimes related wire fraud investigation and in an interstate crimes against children investigation, both of which were originally opened by his home agency and later adopted by the FBI.

In 2022, TFO McIntyre opened a wire fraud investigation into Wendy Beard, who was the owner of a well-known art gallery in Birmingham, MI. Initially, more than 10 victims in at least six states reported they had loaned rare photography to Beard on consignment or under the belief Beard would sell their piece on behalf of the owner. It was alleged Beard wholly or in part returned reproduced photographs that she portrayed as the original piece to the victim(s), failed to deliver purchased photos, retained all proceeds of pieces sold under consignment and committed insurance fraud while concocting elaborate lies to victims as part of her years long fraud scheme.

TFO McIntyre conducted more than 100 interviews and engaged FBI resources including the FBI Art Theft Unit for consultation because several pieces, including the famous "The Tetons and the Snake River" by Ansel Adams had been stolen by Beard. In October 2022, a federal search warrant was executed at Beard's home in Franklin, MI, that yielded a number of photos and art as well as the successful arrest of Beard pursuant to charges via a criminal complaint for wire and mail fraud. In November 2022, TFO McIntyre and agents from FBI Miami executed a second federal search warrant that resulted in the seizure of additional pieces of evidence and artwork from a South Florida gallery. TFO McIntyre conducted a logical and detailed investigation and notably handled numerous correspondence from victims, attorneys, and other relevant parties with professionalism even when the involved persons became irritated by factors outside of the control of the FBI.

In July 2023, Beard plead guilty to one count of wire fraud. TFO McIntyre became the principle case manager and with no assistance, continued to liaison with the US Attorney's Office and relevant parties while judicial proceedings were underway and notably oversaw appraisal of the seized pieces. In September 2024, Beard was sentenced to 63 months imprisonment and three years supervised release, which was the top of the guideline range in a case that garnered media attention throughout the country and brought justice for more than 30 elderly victims who were defrauded of about 700 rare photography prints valued at about $3.5 million USD in total.

In 2023, the Birmingham Police Department took a complaint involving a juvenile resident who had engaged in sexual activity with an adult male outside of the state and was continuing to communicate with the subject. The investigation found the suspect had acquired inappropriate material from the victim by persuasion and plans had been made by him to come to Michigan to engage in further illicit activity with the victim. Based on the interstate nature of the investigation, BPD requested FBI assistance and TFO McIntyre and SA Amy Hirina opened a full investigation.

TFO McIntyre lead the investigation while collaborating with SA Hirina and used logical federal investigative techniques, that were new to him, including searches of stored electronic communications that yielded valuable evidence, administrative subpoenas and an interview. With sufficient evidence against the suspect, TFO McIntyre coordinated with FBI Tampa and employed electronic surveillance and physical surveillance in the Tampa area to locate him in preparation for a federal search warrant operation. In May 2023, TFO McIntyre with the assistance of FBI Tampa, arrested the suspect at his residence pursuant to a federal arrest warrant issued out of the eastern district of Michigan for several crimes against children related offenses. With significant evidence against him, the suspect plead guilty to one count of coercion and child enticement in June 2024 and was sentenced to 252 months confinement in the US Bureau of Prisons in July 2024. This result brought justice to a juvenile victim and held an offender severely responsible for his heinous actions.

TFO McIntyre is assigned to work fraud & illicit finance as part of the Detroit Fraud & Financial Crimes Task Force but has demonstrated exceptional investigative abilities in both financial crimes and crimes against children investigations as described. His versatility, interpersonal skills, professionalism, and team-focused approached to investigations and day to day operations make him an extremely valuable asset to FBI Detroit and the Oakland County Resident Agency. TFO McIntyre's efforts and results embody the purpose, spirit and potential of the FBI's task force model.

By: A/SSRA Dave Jacobs (OCRA) 11/21/2024

**Skate with a Cop**

Please join us for our 4th annual Skate With a Cop on Sunday, March 2, 2025 at 2:30 p.m. Come to meet some of our officers at the Birmingham Ice Arena, located at 2300 E. Lincoln St., and enjoy some time on and off the ice speaking with some of Birmingham's finest.

## Parking Systems Update

**BCT Design Group Proceeding to Concept Design Stage**

The City Commission awarded a contract to BCT Design Group to provide design services for both the interior and exterior of all five City parking garages. BCT received approval from the City Commission in January to proceed to the "Concept Design" stage which is the second stage of a four stage process. BCT intends to work with the City Commission to receive approval for designs for all five parking garages by the end of May 2025.

A priority is being placed on the Chester Garage in hopes that work proposed by BCT might be completed along with the repair project currently underway in the Chester Garage.

**Chester Garage Repairs Continue**

RAM Construction continues their work as part of the Chester St. Garage Repair Project. While winter weather has slowed the progress of repairs, work continues. Engineering for mechanical, electrical and plumbing (MEP) are underway. Included in this work is the installation of a generator to provide emergency power for lights and elevators.

**Advisory Parking Committee**

The Advisory Parking Committee (APC) welcomed William Kolb as their newest member. Mr. Kolb participated in the February meeting and will be a welcome addition moving forward.

**Parking Reports**
Download the monthly parking report to view the following data: total citations issued, average weekly maximum capacity, meter revenue by amount and percentage, monthly passes compared to garage capacity and monthly permits sold.

**Future Agenda Items**
Download a summary of future agenda items.

**Potential Future Workshop Topics**
March – Unimproved Streets
April – Budget Hearing
May – City Hall/Police Station

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

City Manager's Office

**DATE:** February 19, 2025

**TO:** City Commission

**FROM:** Jana L. Ecker, City Manager

**SUBJECT:** Presentations on Next and YMCA Programming

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At the City Commission meeting on February 10, 2025, the City Commission requested that Next and the YMCA each do a 10-15 minute presentation at an upcoming Commission meeting to discuss the broad range of what each organization offers the community. The City Commission requested that presentations include:

- How often programming for both organizations is maximally attended or sold out;
- How registration for programs works in each respective organization;
- Some of the presently unmet community needs that could be met in this new facility; and
- Information about collaboration between the YMCA and other organizations, and instances of the YMCA being located in a municipally-owned facility.

Both Next and the YMCA will conduct a presentation as requested at the meeting on February 24, 2025.

# MEMORANDUM

City Manager's Office

**DATE:** February 19, 2025

**TO:** City Commission

**FROM:** Jana L. Ecker, City Manager

**SUBJECT:** Birmingham Community and Senior Center – Draft Program

INTRODUCTION:
In the summer of 2023, the City purchased the YMCA Building at 400 E. Lincoln to serve as the new and permanent home for Next, a 501(c)(3) that provides senior services to residents of Birmingham and surrounding communities and includes anyone over 50 years of age. At that time, the YMCA, also a 501(c)(3), was looking to combine their Birmingham location with Royal Oak. As time passed, that changed and the YMCA is now committed to working with the City of Birmingham to provide recreational services as an occupant in our proposed Birmingham Community and Senior Center building at 400 E. Lincoln.

BACKGROUND:
Since the purchase of the YMCA Building in July 2023, City staff, the City Commission, and the Ad Hoc Senior/Recreation Center Committee have been working diligently to determine the best plan for redevelopment of the site with a new building for the future home of Next senior services, the YMCA including a pool, and a space for community use, enjoyment, and recreation, all with the same purpose of health, wellness, and socialization for the Birmingham community.

Initial concept and program planning was conducted by NORR in the spring and summer of 2024. The NORR report completed in July 2024 discussed multiple options to renovate the existing building, renovate and expand the existing building, or to demolish the existing building and construct a new building approximately 73,980 square feet in size to accommodate Next, the YMCA and the community at large. Both the Ad Hoc Senior/Recreation Center Committee (SCC) and the City Commission discussed the NORR report, and both concluded that the proposed 73,980 square foot size for a new building was excessive. Thus, both the SCC and the City Commission worked with City staff, our owner's representative, Next and the YMCA to maximize space efficiencies within a new building to include shared space and reduce the size of the building program.

On July 17, 2024, the SCC recommended a revised option 4A prepared by Kramer, our owner's representative, which reduced the overall size of a new building to 50,000 square feet in size, with the caveat that additional space be added to incorporate a pool as well. This recommendation was brought to the City Commission for review and discussion. The City Commission requested additional refinement of the building program to reduce construction and operating costs.

Over the next several months, City staff, our owner's representative, Next and the YMCA continued to work together to maximize shared space within the building and reduce the size further. A proposed building usage schedule was created to inform and reduce the number of multi-purpose rooms necessary in a proposed new building. Based on this effort, on October 28, 2024, the City Commission made a decision to limit the size of a new building to between 44,500 and 49,000 square feet in size, at a maximum cost of $32 million. The same evening, the City Commission authorized the issuance of the RFP for design services for the building.

In December 2024, the City Commission hired Neumann Smith to lead the architectural and engineering design team for a new building. Neumann Smith commenced work immediately.

At this time, the Neumann Smith design team has completed a draft architectural building program for the new Birmingham Community and Senior Center. **An architectural building program is a detailed document that outlines the spatial requirements for a building based on the proposed uses. It is not a floor plan or layout that shows where each space will be located, but is a list of all of the needed space within a building.** This list breaks down individually how much office space is needed based on proposed staffing, the size and number of rooms needed for all proposed uses, space needed for equipment and utility rooms, space needed for circulation, storage and restrooms for example. This building program was developed in collaboration with all proposed users of a building to ensure that it meets the needs of all community members. Neumann Smith has designed and constructed many similar community and senior center buildings recently, and provides their expertise in terms of benchmarking the required spaces, and sizes for each of the building elements. Once completed, the building program then serves as a guide to the design and layout of the building.

To inform the building program, it is helpful to develop a **hypothetical schedule** for the proposed community and senior center that demonstrates what uses and programming may be going on at all times of the day, along with the hypothetical number of attendees participating at any given time. By analyzing and understanding the different uses and types of programming, the anticipated number of attendees and the duration of individual programming sessions by all proposed organizations operating within the building, Neumann Smith is then able to determine the number and size of multi-purpose rooms, the class of occupancy for each and to determine which rooms to equip with operable partitions to enhance the flexibility of use for each space.

On January 31, 2025, Neumann Smith submitted the first draft of the building program for the Birmingham Community and Senior Center. In addition, Neumann Smith included a hypothetical schedule exercise to demonstrate all of the opportunities for community, senior and recreational uses within the building. It is important to note the draft schedule exercise attached to this report is not a formal schedule proposed for the Birmingham Community and Senior Center. It is a hypothetical example of what programming could take place in a new building, taking into account Next and the YMCA's current programs, as well as additional programming that is planned to be added in the future. The hypothetical schedule exercise allows Neumann Smith to demonstrate that there is ample opportunity to provide extensive use by residents of the community at large,

regardless of whether they are members of Next or the YMCA. The hypothetical schedule exercise is color coded to show how the use of the building is shared by Next exclusive programming, YMCA exclusive programming, community programming and community space available to all residents of Birmingham who are not members of Next or the YMCA. Both the hypothetical schedule exercise and the draft building program were distributed to both the City Commission and the SCC on January 31, 2025 for review. Both were also posted on the City's website as part of the SCC's agenda packet for February 5, 2025.

On February 5, 2025, Neumann Smith presented both the hypothetical schedule exercise and the draft building program that was created. The SCC reviewed in detail the draft building program and provided several suggestions for changes to the presentation format to make it easier for residents to understand all of the facilities that a new community center would provide for everyone, as well as the nature and extent of the community, senior and recreational programming that could be offered over and above current offerings. Specifically, the SCC asked Neumann Smith to differentiate between the programming that is currently offered by Next and the YMCA and the proposed future programming expansion by each organization, to clarify all of the programming available to all residents of Birmingham, and to provide a numerical breakdown of Next, YMCA and community at large uses and timeslots for comparison purposes. Neumann Smith incorporated the suggestions of the SCC in the proposed building program presented to the City Commission on February 10, 2025.

At the City Commission meeting on February 10, 2025, Neumann Smith presented both the hypothetical schedule exercise and the draft building program and answered questions from the Commission. After much discussion, there was consensus to take no action on the building program, subject to the design team addressing the following:

- Attempt to reduce the size of the building closer to 44,500 square feet than 49,000 square feet, while ensuring that the building retains the necessary square footage to allow Next and the YMCA to function profitably;
- Consider reducing the size of the kitchen, the administrative area, support lobby or other rooms;
- Consider combining the YMCA and Next fitness rooms and allocating specific times for seniors; and
- Conduct an audit of the program schedules submitted by Next and the YMCA to validate the current and future programming.

Accordingly, Neumann Smith has analyzed the building program and each space to identify efficiencies to reduce the overall size of the building without affecting Next or the YMCA's ability to function profitably, to provide flexibility for community use and to provide value to the community at large. In addition, Kramer Management Group and City staff conducted an audit of the current and future program schedules submitted by Next and the YMCA to ensure accuracy. Neumann Smith has updated both the hypothetical schedule exercise and the draft building program to incorporate these changes.

Finally, at the City Commission meeting on February 10, 2025, the City Commission also requested that Next and the YMCA each do a 10-15 minute presentation at an upcoming Commission meeting to discuss the broad range of what each organization offers the community. The City Commission requested that presentations include:

- How often programming for both organizations is maximally attended or sold out;
- How registration for programs works in each respective organization;

- Some of the presently unmet community needs that could be met in this new facility; and
- Information about collaboration between the YMCA and other organizations, and instances of the YMCA being located in a municipally-owned facility.

LEGAL REVIEW:
The City Attorney's office has been following the preparation of a draft building program and has no concerns at this time.

FISCAL IMPACT:
The City may be proposing a bond initiative for the August 2025 ballot asking the residents of Birmingham to approve a $32 million dollar bond in order to pay for the construction and turnkey finishing of the City owned asset which will provide not only services for the senior residents of Birmingham, the YMCA and its members, but a recreational facility with the ability for the community to utilize the pool and gym at certain times, conference rooms, and recreational services. The YMCA has offered to pay the operating costs of the new Birmingham Community and Senior Center, as well as all costs for the pool, including maintenance and liability.

SUSTAINABILITY:
It is proposed that the Birmingham Community and Senior Center will include multiple sustainability elements. It is planned that the various building materials will be considered for final design and for approval by the City Commission at a later date.

PUBLIC COMMUNICATIONS:
There has been considerable public communication on this project from the inception of the idea of purchasing the YMCA Building in 2023 until now. The project has received media attention, attention from Next members, YMCA members, and the general public. The City has provided the following communications:

- Press Releases
- Eblasts
- Creation of a web page on the City's website dedicated to the project
- Promotion of the project on the homepage of the City's website
- Updates are provided in all of the monthly City Manager reports as well as the City's Around Town e-newsletters
- Updates have been provided in the summer edition of the Birmingham Beat Newsletter
- The project is promoted on the City's social media channels including Facebook and Instagram
- There have been two town hall meetings and two public surveys
- All prior City Commission meetings and Ad Hoc Committee meetings are available to be viewed on the City's website and/or Vimeo
- Public engagement will be ongoing throughout the project

SUMMARY:
Neumann Smith will conduct a presentation to update the City Commission on the changes that have been made to the proposed building program since the discussion at the City Commission meeting on February 10, 2025. The City Commission is asked to provide direction to Neumann Smith on a final building program to be used as the foundation of the next steps in the schematic design process.

ATTACHMENTS:

- Updated Draft Building Program Presentation
- Updated Project Schedule

SUGGESTED COMMISSION ACTION:
To approve in concept the draft building program for the new Birmingham Community and Senior Center at 400 E. Lincoln.

# Birmingham Community and Senior Center

Program Document - 2-20-2025 REV 2

KRAMER MANAGEMENT GROUP

NEUMANN SMITH architecture

# Architectural Program

**What is an Architectural Program?**
An architectural program is a detailed document that outlines the spatial requirements for a building. It serves as a guide to the design process, developed in collaboration with users to ensure that it meets the needs of all community members.

**What an Architectural Program is not?**
An architectural program is not a detailed design or a set of architectural drawings. It's not about the specifics of how the building will look or the technical details of construction.

**Can the size of an Architectural Program fluctuate?**
Yes! The architectural program is a flexible document that evolves throughout the life of a project. Its size can fluctuate as user needs, budget considerations, site constraints, and building code regulations change during the design and construction phases.

# Building Schedule Exercise (Draft)

**How we started-**
The development of the building schedule began with both the YMCA and NEXT providing schedules for all their programs, including Monday through Friday as well as Saturday and Sunday. These schedules detailed the days of the week and the duration of each program. This information was then combined to identify opportunities for community use by the residents of the City of Birmingham.

**How did developing a schedule help with the architectural program?**
By analyzing and understanding the different program types, desired occupancies, and durations, we were able to determine the number and size of all multi-purpose rooms. Further analysis of class occupancy allowed us to recommend that several multi-purpose rooms be equipped with operable partitions, thereby enhancing their flexibility.

**Some highlights:**
- The schedule represents current and FUTURE programs of both NEXT and YMCA.
- The schedule has been color-coded to better understand programs offered by NEXT, YMCA and openings within the schedule that would permit community use.
- It is important to note that both NEXT and YMCA offer a great variety of programs that the community would have access to. Additionally, many of these programs offered by these organizations are available without membership for a nominal fee. These types of programs are indicated on the schedule in either a "blue/goldenrod" color-coding programs hosted by NEXT or "purple/goldenrod" color-coding for programs hosted by YMCA.



# Building Schedule Exercise (UPDATE)

**Independant Audit of both NEXT and YMCA Programs**
As suggested at the February 10th City Commission meeting, representatives of both the City of Birmingham and Kramer Managment Group analyzed current published schedule program offerings of both NEXT and YMCA.

Additionally, independant meetings occured with both NEXT and YMCA to verify the schedule offerings of both entities.

The Building Schedule Exercise has been revised to reflect these findings.

# Building Schedule Exercise - Project Variables

**Room areas that have been established**
- Gymnasium, Pool and Lockers
- NEXT Living Room, Wellness Are
- Administrative Area, Entry Lobby
- YMCA Wellness and NEXT Fitness Areas

**What are the areas that need further evaluation?**
- NEXT Multi-Purpose Room Requirements
- YMCA Fitness Room Requirements
- How can these areas be shared?
- How can the community use these spaces and when?

# Hourly Program Analysis

**Proposed Operating Hours:**
- 6am - 11 pm, Monday through Sunday = 17 hours/day x 7 days = **119 hours**
- Hours calculated using the following rooms:
  - Multi-purpose rooms 1--6
  - Gymnasium (both sides)
  - Pool
- Calculation:  119 weekly hours x 9 rooms - **1071 available program hours**
- **Total Current Program Hours: 421**
- **Total Future Program Hours: 54**

**YMCA Programming** (Represented in both purple and light purple colors)
- Current Programming Hours: 233
- Future Programming Hours: 27

**NEXT Programming** (Represented in both blue and light blue colors)
- Current Programming Hours: 158
- Future Programming Hours: 27

**Shared YMCA + NEXT  Programming** (Represented in green color)
- Future Programming Hours: 18

**Proposed NEXT Programs for Community Members - Fee Based**
(Represented in  Blue / Goldenrod color)
- Proposed Programming Hours: 58

**Proposed YMCA Programs for Community Members - Fee Based**
(Represented in  Purple / Goldenrod color)
- Proposed Programming Hours: 104

**City of Birmingham Open Gym / Open Pool** (Represented in orange color)
- Proposed Programming Hours: 12

**Available hours for City of Birmingham Usage** (Represented in light yellow color)
- Hours: 596

# Building Program Revison Summary

As suggested at the February 10th City Commission meeting, Neumann/Smith Architecture was asked to further refine the program to reduce square footage.

The following spaces have been reduced in square footage:

- Line 1.23 - Small Conference Room (-180sf)
- Line 2.3 - Large Wellness Room (-350 sf)
- Line 6.1 - YMCA Wellness Center (-500 sf)
- Line 6.3 - NEXT Senior Fitness Center (-600 sf)
- Line 8.1- Multi-Purpose Room 1 (-100sf)
- Line 8.4 - Multi-Purpose Room 2 Storage (-30 sf)
- Line 8.5 - Multi-Purpose Room 3 (-200sf)
- Line 8.6 - Multi-Purpose Room 3 Storage (-30sf)
- Line 8.7 - Multi-Purpose Room 4 (-100sf)
- Line 8.8 - Multi-Purpose Room 4 Storage (-30sf)
- Line 8.9 - Multi-Purpose Room 5 (-100 sf)
- Line 8.10 - Multi-Purpose Room 5 Storage (-30sf)
- Line 8.11 - Multi-Purpose Room 6 (-100sf)
- Line 8.12 - Multi-Purpose Room 6 Storage (-30sf)
- Line 9.1 - Kitchen (-100sf)

- Line 8.3 - Multi-Purpose Room 2 (SF has increased 400sf in effort to increase it’s flexibility)

# Building Program

## Birmingham Community and Senior Center - Program Summary - V2

| ITEM NO | ROOM TYPE | QUANTITY | CAPACITY | UNIT ASF | TOTAL ASF | DEPT. GROSSING FACTOR | TOTAL GSF | Employee | GENERAL NOTES |
|---|---|---|---|---|---|---|---|---|---|
| **1.0** | **Administrative Area** | | | | | | | | |
| 1.1 | Reception Area - Shared | 1 | 4 | 120 | 120 | 1.3 | 156 | | Shared reception between NEXT, YMCA and City |
| | | | | | | | | | |
| 1.2 | NEXT Exec. Director Office | 1 | 1 | 180 | 180 | 1.3 | 234 | Cris Braun | |
| 1.3 | NEXT Finance / Marketing Office | 1 | 1 | 150 | 150 | 1.3 | 195 | Sandra Catterall, Susan Gwizdz | Shared Office |
| 1.4 | NEXT Support Services | 1 | 1 | 150 | 150 | 1.3 | 195 | Pat Brooks, Sandi Cassar | Shared Office |
| 1.5 | NEXT Open Office / Workstations | | | | | | | | |
| 1.6 | Staff Assistants | 2 | 1 | 36 | 72 | 1.3 | 94 | Sara Callendar, Bev Singer | workstation - Located in Reception Area |
| 1.7 | Program Planners | 2 | 1 | 36 | 72 | 1.3 | 94 | Jolee Hentgen, Pam Hall | workstation |
| 1.8 | Facility Operations | 0 | 0 | 36 | 0 | 1.3 | 0 | Kim Holmes | To Be Located in Mechanical Room T.B.D. |
| 1.9 | Office Supervisor | 1 | 1 | 36 | 36 | 1.3 | 47 | Kathleen Tilson | workstation - Located in Reception Area |
| 1.10 | Shared Hoteling Desks | 2 | 1 | 20 | 40 | 1.3 | 52 | Future | Hoteling - Benching |
| | | | | | | | | | |
| | | | | | | | | | Note: Judy Murrell (M.O.W.) to be located in Kitchen, No workstation required for Calvin Moss and Clement Travicz (drivers) and instructors |
| | | | | | | | | | |
| 1.11 | YMCA Exec. Director Office | 1 | 1 | 180 | 180 | 1.3 | 234 | Kelly Stubbe | |
| 1.12 | YMCA Business Office | 1 | 1 | 120 | 120 | 1.3 | 156 | Erin Boone | |
| 1.13 | YMCA Open Office / Workstations | | | | | | | | |
| 1.14 | Member Experience Director | 1 | 1 | 36 | 36 | 1.3 | 47 | | workstation |
| 1.15 | Member Experience Manager | 1 | 1 | 36 | 36 | 1.3 | 47 | | workstation |
| 1.16 | Welcome Center Supervisor | 1 | 1 | 36 | 36 | 1.3 | 47 | | workstation |
| 1.17 | Youth & Family Director | 1 | 1 | 36 | 36 | 1.3 | 47 | | workstation |
| 1.18 | Aquatics Director | 1 | 1 | 36 | 36 | 1.3 | 47 | | workstation |
| 1.19 | Flex Hoteling Workstations | 3 | 1 | 20 | 60 | 1.3 | 78 | | Hoteling - Benching. To be used for Day Camp Coordinators, Central Maint., Regional Support staff |
| | | | | | | | | | |
| | | | | | | | | | |
| 1.20 | Birmingham P&R Manager | 1 | 1 | 120 | 120 | 1.3 | 156 | | |
| 1.21 | Birmingham P&R Staff | 2 | 1 | 36 | 72 | 1.3 | 94 | | workstation |
| 1.22 | Rental Coordinator | 1 | 1 | 36 | 36 | 1.3 | 47 | | workstation |
| | | | | | | | | | |
| | | | | | | | | | |
| 1.23 | Small Conference Room | 1 | 4 | 120 | 120 | 1.3 | 156 | | Rule of thumb- 30sf / Person |
| 1.24 | Shared Copy/Workroom/Mail | 1 | --- | 150 | 150 | 1.3 | 195 | | |
| 1.25 | Shared Kitchenette | 1 | --- | 20 | 20 | 1.3 | 26 | | Provide countertop niche' |
| 1.26 | NEXT File Room | 1 | --- | 100 | 100 | 1.3 | 130 | | |
| 1.27 | NEXT Storage Room for Loan Items | 1 | --- | 150 | 150 | 1.3 | 195 | | |
| 1.28 | YMCA Storage | 0 | --- | 30 | 0 | 1.3 | 0 | | Provide space for (3) file cabinets- Lockable |
| | | | | | | | | | |
| | *Sub-Total* | | | | **2,128** | | **2,766** | | |
| | | | | | | | | | |
| **2.0** | **Lobby and Support Spaces** | | | | | | | | |
| 2.1 | NEXT Lobby (Living Room) Area + Library and (3) open computer stations | 1 | tbd | 1,200 | 1,200 | 1 | 1,200 | | |
| 2.2 | NEXT Café Area | 1 | tbd | 150 | 150 | 1 | 150 | | Living Room Adjacency |
| 2.3 | NEXT - Small Wellness Room | 1 | 4 | 120 | 120 | 1 | 120 | | |
| 2.4 | NEXT - Large Wellness Room | 0 | 12 | 350 | 0 | 1 | 0 | | Use Multi-Purpose Room or Child Watch Room - Size increased for Henry Ford Health and Wellness programming |
| 2.5 | YMCA Lobby / Check in | 1 | tbd | 900 | 900 | 1 | 900 | | |
| 2.9 | Vending | 0 | --- | 36 | 0 | 1 | 0 | | As recommended by City. Build into wall niche in lobby |
| | | | | | | | | | |
| | *Sub-Total* | | | | **2,370** | | **2,370** | | |

## Birmingham Community and Senior Center - Program Summary - V2

| ITEM NO | ROOM TYPE | QUANTITY | CAPACITY | UNIT ASF | TOTAL ASF | DEPT. GROSSING FACTOR | TOTAL GSF | Employee | GENERAL NOTES |
|---|---|---|---|---|---|---|---|---|---|
| **3.0** | **Child watch** | | | | | | | | |
| 3.1 | Check-In Corral | 1 | 1 | 45 | 45 | 1 | 45 | | |
| 3.2 | Play Area | 1 | tbd | 1,100 | 1,100 | 1 | 1,100 | | |
| 3.3 | Child Toilet | 1 | 1 | 45 | 45 | 1 | 45 | | |
| 3.4 | Staff desk | 1 | 1 | 10 | 10 | 1 | 10 | | Provide small admin counter for staff. Room storage to be accommodated within lockable millwork cabinetry. |
| | *Sub-Total* | | | | **1,200** | | **1,200** | | |
| | | | | | | | | | |
| **4.0** | **Locker Rooms** | | | | | | | | |
| 4.1 | Locker Rooms | 1 | tbd | 2,500 | 2,500 | 1 | 2,500 | | |
| | | | | | | | | | |
| | *Sub-Total* | | | | **2,500** | | **2,500** | | |
| | | | | | | | | | |
| **5.0** | **Gymnasium + Walking Track** | | | | | | | | |
| 5.1 | Gymnasium | 1 | tbd | 7,200 | 7,200 | 1 | 7,200 | | 7200 sf = (3) Pickleball Courts. 8360 sf = (4) Pickleball Courts. Includes elevated indoor walking / running track |
| 5.2 | Storage | 1 | --- | 500 | 500 | 1 | 500 | | |
| | | | | | | | | | |
| | *Sub-Total* | | | | **7,700** | | **7,700** | | |
| | | | | | | | | | |
| **6.0** | **Fitness Spaces** | | | | | | | | |
| 6.1 | YMCA Wellness Center | 1 | tbd | 4,585 | 4,585 | 1 | 4,585 | | Cardio, Free Weights, Strength |
| 6.2 | Fitness Experience Director | 1 | 1 | 100 | | | | | Provide space within Wellness Area |
| | | | | | | | | | |
| 6.3 | NEXT Senior Fitness Room | 1 | tbd | 900 | 900 | 1 | 900 | | |
| | | | | | | | | | |
| | *Sub-Total* | | | | **5,485** | | **5,485** | | |
| | | | | | | | | | |
| **7.0** | **Natatorium Space** | | | | | | | | |
| 7.2 | Pool | 1 | tbd | 5,300 | 5,300 | 1 | 5,300 | | Assuming 25 yard (75') 5 lane pool |
| 7.2 | Pool Storage Room | 1 | --- | 525 | 525 | 1 | 525 | | Rule of Thumb: Use +/- 10% of Pool Size |
| | Aquatics Support | | | | | 1 | | | |
| 7.3 | Aquatics Manager Office/ Guard | 1 | 1 | 100 | 100 | 1 | 100 | | Shared Office Space |
| | | | | | | | | | |
| | *Sub-Total* | | | | **5,925** | | **5,925** | | |
| | | | | | | | | | |
| **8.0** | **Multi-Purpose Rooms** | | | | | | | | |
| 8.1 | Multi-Purpose Activity Room 1 | 1 | tbd | 900 | 900 | 1 | 900 | | Use for Art, Intergenerational, Kitchen Center. Operable Partition to permit simultaneous usage for smaller programs |
| 8.2 | MPA Room 1 Storage | 1 | --- | 200 | 200 | 1 | 200 | | |
| | | | | | | | | | |
| 8.3 | Multi-Purpose Activity Room 2 | 1 | tbd | 900 | 900 | 1 | 900 | | Use for NEXT Speaker / Concert Series, NEXT Tech Programs, Small Group Lectures Operable Partition- opens to MP room No. 3, Carpeted, More Hospitality-like |
| 8.4 | MPA Room 2 Storage | 1 | --- | 120 | 120 | 1 | 120 | | |
| | | | | | | | | | |
| 8.5 | Multi-Purpose Activity Room 3 | 1 | tbd | 900 | 900 | 1 | 900 | | Use for NEXT Speaker / Concert Series, Large Group Lectures and Programs Carpeted, more hospitality-like, Operable Partition- creates (2) 550 sf Rooms to to permit simultaneous usage for smaller programs. |
| 8.6 | MPA Room 3 Storage | 1 | --- | 120 | 120 | 1 | 120 | | |
| | | | | | | | | | |
| 8.7 | Multi-Purpose Activity Room 4 | 1 | tbd | 2,100 | 2,100 | 1 | 2,100 | | Primarily large fitness group classes, Some large NEXT speakers, concerts |
| 8.8 | MPA Room 4 Storage | 1 | --- | 120 | 120 | 1 | 120 | | |
| | | | | | | | | | |
| 8.9 | Multi-Purpose Activity Room 5 | 1 | tbd | 900 | 900 | 1 | 900 | | Primarily small fitness group classes |
| 8.10 | MPA Room 5 Storage | 1 | --- | 120 | 120 | 1 | 120 | | |
| | | | | | | | | | |
| 8.11 | Multi-Purpose Activity Room 6 | 1 | tbd | 900 | 900 | 1 | 900 | | Operable Partition to permit simultaneous usage for smaller programs. |
| 8.12 | MPA Room 6 Storage | 1 | --- | 120 | 120 | 1 | 120 | | |
| | | | | | | 1 | | | |
| | *Sub-Total* | | | | **7,400** | | **7,400** | | |

## Birmingham Community and Senior Center - Program Summary - V2

| ITEM NO | ROOM TYPE | QUANTITY | CAPACITY | UNIT ASF | TOTAL ASF | DEPT. GROSSING FACTOR | TOTAL GSF | Employee | GENERAL NOTES |
|---|---|---|---|---|---|---|---|---|---|
| **9.0** | **Catering / Culinary Kitchen / Meals on Wheels Support / Demonstration** | | | | | | | | |
| 9.1 | Kitchen | 1 | tbd | 800 | 800 | 1 | 800 | | Judy Murrell (M.O.W.) to be located in Kitchen |
| 9.2 | Storage | 1 | --- | 100 | 100 | 1 | 100 | | |
| | | | | | | | | | |
| | *Sub-Total* | | | | **900** | | **900** | | |
| | | | | | | | | | |
| **10.0** | **Building Support Spaces** | | | | | | | | |
| 10.1 | Custodial Rooms | 2 | | 0 | 0 | 1 | 0 | | This space is accounted for within the building grossing factor |
| 10.2 | Toilets | TBD | | 0 | 0 | 1 | 0 | | This space is accounted for within the building grossing factor |
| 10.3 | IT/Data Closets | 2 | | 0 | 0 | 1 | 0 | | This space is accounted for within the building grossing factor |
| 10.4 | Water / Fire Suppression Room | 1 | | 0 | 0 | 1 | 0 | | This space is accounted for within the building grossing factor |
| 10.5 | Building Mechanical Room | 1 | | 0 | 0 | 1 | 0 | | This space is accounted for within the building grossing factor |
| 10.5 | Pool Equipment Room | 1 | | 0 | 0 | 1 | 0 | | This space is accounted for within the building grossing factor |
| 10.7 | Main Electrical Room | 1 | | 0 | 0 | 1 | 0 | | This space is accounted for within the building grossing factor |
| 10.8 | Receiving / Maintenance / Loading | 1 | | 0 | 0 | 1 | 0 | | This space is accounted for within the building grossing factor |
| 10.9 | Building Maintenance Room | 1 | | 0 | 0 | 1 | 0 | Kim Holmes | This space is accounted for within the building grossing factor |
| 10.10 | General Building Storage | 1 | | 0 | 0 | 1 | 0 | | This space is accounted for within the building grossing factor |
| 10.11 | Building Circulation - (stairs, elevator, corridors) | 1 | | 0 | 0 | 2 | 0 | | This space is accounted for within the building grossing factor |
| | **Total** | | | | **35,608** | | **36,246** | | |

| | | Total GSF | Building Grossing Factor (30%) |
|---|---|---|---|
| **Total Gross Square Footage** | | **36,246** | **47,120** |

# Building Schedule Exercise (Draft)

**Combined YMCA + NEXT Programs for Multi-Purpose Rooms, Gym, Fitness Areas, Pool - 2025-02-20 Rev 2 - Schedule Exercise Draft**

**Schedule Color Key**

**NEXT Program**
-Must be a NEXT member for these programs. Please note that there are additional fees (beyond membership fee) for paid instructor-led art and fitness classes.

**YMCA Program**
-Must be a YMCA member for these programs
The only exception to this is Personal Training and Small Group Training - this is bought in packages, and you must be a member.

**Senior Fitness Programs**
- To be shared by NEXT and YMCA

**CURRENT Programs offered By NEXT**-These are fee-based programs available to members and nonmembers, enrollment is available to all in the Comm.

**Birmingham Community Programming**
-Available time for community programs and community rental use

**Birmingham Community- Open Gym and Open Pool**

**NEXT Future Programs**

**YMCA Future Programs**

**CURRENT Programs offered By YMCA**-These are fee-based programs available to members and nonmembers, enrollment is available to all in the Comm.

NOTE: Programs highlighted in **BOLD RED** indicate FUTURE Programs

Dark outline indicates programs that occur 2x/month - Typical

| Square Feet | Program Spaces | 6:00 AM | 7:00 AM | 8:00 AM | 9:00 AM | 10:00 AM | 11:00 AM | 12:00 PM | 1:00 PM | 2:00 PM | 3:00 PM | 4:00 PM | 5:00 PM | 6:00 PM | 7:00 PM | 8:00 PM | 9:00 PM | 10:00 PM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **900** | **Multi-Purpose-1 - Art / Inter-Generational/ Kitchen Center (Dividing Wall)** | | | | | | | | | | | | | | | | | |
| | Monday | | | | Streaming Knit Studio 2x/mo | Streaming Knit Studio 2x/mo | Art Therapy Knit Studio (Future) | Art Therapy Knit Studio (Future) | Oil Painting | Oil Painting | Bingo - 2x/mo | Bingo - 2x/mo | Cooking (future) | Art (future) | Art (future) | | | |
| | Tuesday | | | | Watercolor | Watercolor | Watercolor | Crafting Grp | Crafting Grp | Crafting Grp | Palette | Palette | Palette | Stamp Club | Stamp Club | | | |
| | Wednesday | | | | Drawing Calligraphy | Quilting Studio | Quilting Studio | Quilting Studio | Quilting Studio | | Music Less - | Music Less - | Cooking (future) | | | | | |
| | Thursday | | | | Pottery | Pottery | Pottery | Pottery Less | Painting Studio | Painting Studio | Painting Studio | Painting Studio | Enrichment (Future) | Art (Future) | Y Arts (Future) | | | |
| | Friday | | | | Prep & Play | Prep & Play | Prep & Play | Enrichment (future) | Cooking | Cooking | | | | | | | | |
| | Saturday - Sunday | | | | | | | | | | | | | | | | | |
| **900** | **Multi-Purpose -2 - Tech/ Small Meeting (Can be combined with MP 3 Lecture/classroom)** | | | | | | | | | | | | | | | | | |
| | Monday | | | | Dementia Sup. | Dementia Sup. | MahJongg | MahJongg | Comp. Lesson | Hearing Grp. | MahJongg | MahJongg | Invest. Club | Invest. Club | Comp. Lesson | Comp. Lesson | | |
| | Tuesday | | | | Writers Group. | Writers Group. | Canasta | Canasta | Canasta | Canasta | Estate Plan. | Estate Plan. | Early Parkinson | Early Parkinson | Concert/ Ent | Concert/ Ent | | |
| | Wednesday | | | | Meditation | Men's Group | Men's Group | Tech Class | Comp. Lesson | Comp. Lesson | Movie | Movie | Poker Lesson | Poker Lesson | Comp. Lesson | Comp. Lesson | | |
| | Thursday | | | | Caregiver Sup. | Caregiver Sup. | Canasta | Canasta | Canasta | Canasta | A.Language | A.Language | Lecture Setup | Thursday Lecture | Thursday Lecture | Thursday Lecture | | |
| | Friday | | | | | | B.Language | B.Language | Comp. Lesson | Comp. Lesson | | | | | | | | |
| | Saturday - Sunday | | | | | | | | | | | | | | | | | |
| **900** | **Multi-Purpose-3 - Lecture/ Classroom (Can be combined with MP 2 Tech/ Small Meeting)** | | | | | | | | | | | | | | | | | |
| | Monday | | | | | | Women's Grp. | Women's Grp. | Book Club | Book Club | Bridge | Bridge | Bridge | | | | | |
| | Tuesday | | | | Intergen Pro. | Intergen Pro. | Intergen Pro. | Bridge | Bridge | Bridge | Health Series | Health Series | Retire. Reimag. | Retire. Reimag. | Concert/ Ent | Concert/ Ent | | |
| | Wednesday | | | | Meeting | Speaker | Speaker | Euchre | Euchre | Euchre | Euchre | Municipal | Movie | Movie | Movie | | | |
| | Thursday | | | | Book Club 2x/mo | Book Club 2x/mo | Book Club 2x/mo | Lecture/ Music | Lecture/ Music | Bridge | Bridge | Bridge | Lecture Setup | Thursday Lecture | Thursday Lecture | Thursday Lecture | | |
| | Friday | | | | | | Current Events | Current Events | Current Events | Bingo - 2x/mo | Bingo - 2x/mo | | | | | | | |
| | Saturday | | | | Youth dance (Future) | Tumbling (Future) | Teen Improv (Future) | | | | | | | | | | | |
| | Sunday | | | | | Tumbling (Future) | Teen Improv (Future) | | | | | | | | | | | |

| Square Feet | Program Spaces | 6:00 AM | 7:00 AM | 8:00 AM | 9:00 AM | 10:00 AM | 11:00 AM | 12:00 PM | 1:00 PM | 2:00 PM | 3:00 PM | 4:00 PM | 5:00 PM | 6:00 PM | 7:00 PM | 8:00 PM | 9:00 PM | 10:00 PM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2,100** | **Multi-Purpose Room-4 - (50+ participants)** | | | | | | | | | | | | | | | | | |
| | Monday | | BODYPUMP | COMBAT | Zumba | Personal Training | Strength | Lunch Social | Lunch Social | Lunch Social | Speaker | Speaker | COMBAT | TONE | | | | |
| | Tuesday | Les Mills format | HIIT | Zumba | TONE | **Cheer (Future)** | Active Older Adults | Set up | Chair Yoga | Ball Room Dancing | Ball Room Dancing | Ball Room Dancing | BODYPUMP | Barre | Yoga | | | |
| | Wednesday | | COMBAT | Les Mills format | BODYPUMP | TONE | Active Older Adults | Set up | Chair Yoga | Line Dancing | Line Dancing | Zumba | COMBAT | Pilates | TONE | | | |
| | Thursday | COMBAT | Zumba | BODYPUMP | HIIT | Sports Sampler | Active Older Adults | Set up | Chair Yoga | | Cardio Dance | Cardio Dance | Zumba | Pilates | Yoga | | | |
| | Friday | TONE | HIIT | Barre | Zumba | Personal Training | Strength | Set up | Chair Yoga | Line Dancing | Line Dancing | | Les Mills format | | | | | |
| | Saturday | | | Personal Training | Pilates | Small Group Training | Family Zumba | Personal Training | Personal Training | | | | | | | | | |
| | Sunday | | | | | Small Group Training | Family Zumba | Personal Training | Personal Training | | | | | | | | | |
| **900** | **Multi-Purpose Room-5 (<50 Participants)** | | | | | | | | | | | | | | | | | |
| | Monday | Cycling | Personal Training | Personal Training | Power Yoga | Core & Yoga | Personal Training | Strength Tr. | Strength Tr. | Zumba | **Cardio Dance (Future)** | **Cardio Dance (Future)** | Personal Training | Personal Training | Yoga | | | |
| | Tuesday | Cycling | Yoga | Pilates | Sculpt | Power Yoga | Sports Clinic | | Zumba | Cardio Drum | Barre Class | Matt Yoga | Bootcamp | Sports Clinic | | | | |
| | Wednesday | Cycling | Personal Training | Personal Training | Stretch | Bootcamp | Personal Training | | | YogaNidra | Belly Dance | Belly Dance | Personal Training | Personal Training | Yoga | | | |
| | Thursday | Cycling | Yoga | Bootcamp | Flexibility | Power Yoga | Small Group Training | | Zumba | La BlastFit | Barre Class | Yoga | Pilates | Cycling | | | | |
| | Friday | Cycling | Personal Training | Personal Training | Bootcamp | Core & Yoga | Personal Training | | | Barre Class | | | Personal Training | Personal Training | | | | |
| | Saturday | | | Cycling | Personal Training | Family Storytime | Yoga | Personal Training | Personal Training | | | | | | | | | |
| | Sunday | | | | | Family Storytime | Yoga | Personal Training | Personal Training | | | | | | | | | |
| **900** | **Multi-Purpose Room 6 (Dividing Wall)** | | | | | | | | | | | | | | | | | |
| | Monday | | | HIIT | Aerobics | Senior Fitness Class | Senior Fitness Class | **Ping Pong Stretch (Future)** | **Ping Pong Pickle Cond. (Future)** | **Ping Pong Pickle Cond. (Future)** | **Ping Pong Golf Cond. (Future)** | **Ping Pong Golf Cond. (Future)** | Personal Training | Martial Arts | Martial Arts | | | |
| | Tuesday | | Personal Training | Personal Training | **Tumbling (Future)** | Yoga -Stretch | Barre Class -Limber Up | Music Therapy | Music Therapy | Jazz Band | Jazz Band | Jazz Band | **Cheer (Future)** | Martial Arts | Martial Arts | | | |
| | Wednesday | | | Pilates | Senior Fitness Class | Tai Chi | Tai Chi | **Fall Prevent. (Future)** | **Fall Prevent. (Future)** | Mat Yoga | Choir | Choir | Personal Training | Small Group Training | | | | |
| | Thursday | | Personal Training | Personal Training | Pilates | Aerobics -Strength | Barre Class -Limber Up | Ping Pong - | Ping Pong - | Ping Pong - | Ping Pong - | | Sports Sampler | Mighty Mites | Mighty Mites | | | |
| | Friday | | | HIIT | Aerobics | Tai Chi | Tai Chi | Friday Fitness | | Yoga | | | Personal Training | Martial Arts | **Martial Arts (Future)** | | | |
| | Saturday | | | Personal Training | Personal Training | Gymnatics | Gymnastics | Gymnastics | | | | | | | | | | |
| | Sunday | | | | | Martial Arts | Martial Arts | Martial Arts | | | | | | | | | | |

Diagonal line indicates programs sharing use of room separated by operable partition - Typical

| Square Feet | Program Spaces | 6:00 AM | 7:00 AM | 8:00 AM | 9:00 AM | 10:00 AM | 11:00 AM | 12:00 PM | 1:00 PM | 2:00 PM | 3:00 PM | 4:00 PM | 5:00 PM | 6:00 PM | 7:00 PM | 8:00 PM | 9:00 PM | 10:00 PM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **7,200** | **Gym Part 1 (Dividing Curtain)** | | | | | | | | | | | | | | | | | |
| | Monday | Open gym (Members) | Open gym (Members) | Open pickleball (Members) | Open pickleball (Members) | Open pickleball (Members) | Open pickleball (Members) | Open gym (Members) | Open gym (Members) | | | | Youth league | Youth league | Youth league | Open gym (Members) | | |
| | Tuesday | Open gym (Members) | Open gym (Members) | Open gym (Members) | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Pick up basketball | Pick up basketball | | | Squeaky sneakers | Gymnastics | Gymnastics | Gymnastics | Open gym (Members) | | |
| | Wednesday | Open gym (Members) | Open gym (Members) | Open pickleball (Members) | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Open gym (Members) | Open gym (Members) | | | | Youth league | Youth league | Youth league | Open gym (Members) | | |
| | Thursday | Open gym (Members) | Open gym (Members) | Open gym (Members) | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Open gym (Members) | Open gym (Members) | | | Squeaky sneakers | Gymnastics | Gymnastics | Gymnastics | Open gym (Members) | | |
| | Friday | Open gym (Members) | Open gym (Members) | Open pickleball (Members) | Open pickleball (Members) | Open pickleball (Members) | Open pickleball (Members) | Pick up basketball | Pick up basketball | | | | Sports program | Birmingham Community Open Gym | Birmingham Community Open Gym | | | |
| | Saturday | | | Youth League | Youth League | Youth League | Youth League | Youth League | Open gym | Open gym | Birmingham Community Open Gym | Birmingham Community Open Gym | | | | | | |
| | Sunday | | | | | Open gym | Open gym | Open gym | Open gym | Open gym | | | | | | | | |
| | **Gym Part 2** | | | | | | | | | | | | | | | | | |
| | Monday | | | Open pickleball (Members) | Open pickleball (Members) | Open pickleball (Members) | Open pickleball (Members) | Pickleball | Pickleball | Pickleball | Pickleball | Pickleball | Youth league | Youth league | Youth league | | | |
| | Tuesday | | | | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Pick up basketball | Pick up basketball | Pickleball | Pickleball | Pickleball | Pickleball | Pickleball league | Pickleball league | | | |
| | Wednesday | | | Open pickleball (Members) | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Pickleball | Pickleball | Pickleball | Pickleball | Pickleball | Youth league | Youth league | Youth league | | | |
| | Thursday | | | | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Senior Fitness - To be shared by NEXT and YMCA | Pickleball | Pickleball | Pickleball | Pickleball | Pickleball | Pickleball | Pickleball league | Pickleball league | | | |
| | Friday | | | | Pickleball | Pickleball | Pickleball | Pick up basketball | Pick up basketball | Pickleball | Pickleball | Pickleball | Pickleball | Birmingham Community Open Gym | Birmingham Community Open Gym | | | |
| | Saturday | | | Youth League | Youth League | Youth League | Youth League | Youth League | Open gym | Open gym | Birmingham Community Open Gym | Birmingham Community Open Gym | | | | | | |
| | Sunday | | | Tiny tumblers | Tiny tumblers | Open gym | Open gym | Open gym | Open gym | Open gym | | | | | | | | |

| Square Feet | Program Spaces | 6:00 AM | 7:00 AM | 8:00 AM | 9:00 AM | 10:00 AM | 11:00 AM | 12:00 PM | 1:00 PM | 2:00 PM | 3:00 PM | 4:00 PM | 5:00 PM | 6:00 PM | 7:00 PM | 8:00 PM | 9:00 PM | 10:00 PM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **5,085** | **Wellness Center Cardio, Strength, Free Weight -** | | | | | | | | | | | | | | | | | |
| | Monday-Friday | Open | Open | Open | Open | Open | Open | Open | Open | Open | Open | Open | Open | Open | Open | Open | | |
| | Saturday | | | Open | Open | Open | Open | Open | Open | Open | Open | Open | | | | | | |
| | Sunday | | | | Open | Open | Open | Open | Open | Open | Open | Open | | | | | | |
| **1,000** | **NEXT Senior Fitness** | | | | | | | | | | | | | | | | | |
| | Monday-Thursday | | | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | | | | |
| | Friday | | | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | Senior Fitness | | | | | | | | |
| | Saturday - Sunday | | | | | | | | | | | | | | | | | |
| **5,300** | **Pool** | | | | | | | | | | | | | | | | | |
| | Monday | Lap swim | Lap swim | Lap swim | Water Fitness Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | - | - | - | - | BBD Swim Team | BBD Swim Team | BBD until 6:30pm Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | | | |
| | Tuesday | Lap swim | Lap swim | Lap swim | Water Fitness Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | | | Birmingham Community Open Pool | Birmingham Community Open Pool | BBD Swim Team | BBD Swim Team | BBD until 6:30pm Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | | | |
| | Wednesday | Lap swim | Lap swim | Lap swim | Water Fitness Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | | | | | BBD Swim Team | BBD Swim Team | BBD until 6:30pm Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | | | |
| | Thursday | Lap swim | Lap swim | Lap swim | Water Fitness Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | | | | | BBD Swim Team | BBD Swim Team | BBD until 6:30pm Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | | | |
| | Friday | Lap swim | Lap swim | Lap swim | Water Fitness Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | | | | | BBD Swim Team | BBD Swim Team | BBD until 6:30pm Lap swim Open swim Swim lessons (Open enrollment) | Lap swim Open swim Swim lessons (Open enrollment) | | | |
| | Saturday | | | Lap swim | Water Fitness Swim lessons (Open enrollment) | Water Fitness Swim lessons (Open enrollment) | Lap swim Open swim(Open enrollment) | Lap swim Open swim | Lap swim Open swim | Lap swim Open swim | Birmingham Community Open Pool | Birmingham Community Open Pool | | | | | | |
| | Sunday | | | | | Water Fitness Swim lessons | Lap swim Open swim | Lap swim Open swim | Lap swim Open swim | Lap swim Open swim | Lap swim Open swim | | | | | | | |

## 400 E. Lincoln Revised Timeline – January 2025

| **PHASE 3: FINAL SITE PLAN & DESIGN REVIEW, PREPARATION OF CONSTRUCTION PLANS** | | |
|---|---|---|
| **1/13/25** | City Commission | Review bond language (May 2025 vote)<br>Review Construction Manager (CM) RFP for release |
| **1/13/25-1/24/25** | Neumann Smith | Synthesize program and survey results |
| **1/15/25** | City staff | Post RFP for CM (due 2/6) |
| **1/17/25** | Neumann Smith | Community survey due |
| **1/22/25** | SCC | Name discussion<br>Review community survey results |
| **1/27/25** | City Commission | Discuss building name, YMCA & Next agreements |
| **1/31/25** | Neumann Smith | Program for review to SCC & CC |
| **2/3/25-2/14/25** | Neumann Smith | Site and building design |
| **2/5/25** | SCC | Review program<br>Survey results update |
| **2/6/25** | | CM proposals due |
| **2/10/25** | City Commission | Visioning Workshop<br>Review program at regular meeting |
| **2/17/25-2/28/25** | Neumann Smith | Site and building design refinement |
| **2/19/25** | SCC | Review and recommend CM firm to City Commission |
| **2/24/25** | City Commission | Recommend and/or interview CM firms at CC meeting<br>Award CM contract<br>Bond language discussion |
| **2/26/25** | SCC | Kickoff CM firm for Schematic Design (SD) budget<br>Review test fit |
| **3/5/25** | SCC | SD review SD progress |
| **3/10/25** | City Commission | Presentation of SD progress for CC review<br>Bond language discussion |
| **3/26/25** | SCC | Final SD review |
| **4/7/25** | City Commission | Schematic design presented to CC for review and comment |
| **4/23/25** | SCC | Review SD budget |
| **5/5/25** | City Commission | SD and budget estimate presented to CC for review and comment<br>Final meeting to approve ballot language for August bond vote |
| **5/13/25** | | Ballot language due to Oakland County |
| **5/20-8/4/25** | | Public education about bond proposal |
| **6/20/25** | | Absentee ballots sent to voters |
| **8/5/25** | | Bond vote |

| | | |
|---|---|---|
| **8/6/25** | SCC | Review CC comments with AE and CM, start Design Development (DD) |
| **8/11/25** | City Commission | Review DD schedule and effort |
| **8/13/25** | SCC | Continue DD review |
| **9/17/25** | SCC | Continue DD review |
| **10/1/25** | SCC | DD submit for review, CM prepare budget update |
| **10/6/25** | City Commission | Review DD package |
| **10/22/25** | SCC | Review DD budget |
| **10/27/25** | City Commission | Present DD and budget to City Commission |
| **10/29/25** | SCC | Review comments from CC with AE; kickoff CD phase |
| **11/19/25** | SCC | Continue CD review<br>Review proposed bid package from CM |
| **12/17/25** | SCC | Final review Construction Documents for bidding |
| **1/12/26** | City Commission | Final review of CD and budget for release of bidding |
| **1/13/26** | Neumann Smith | AE issues documents for bidding |
| **PHASE 4: CONSTRUCTION & CONSTRUCTION MANAGEMENT** | | |
| **2/18/26** | SCC | CM submits GMP from bidding for review<br>Recommendation to City Commission |
| **2/23/26** | City Commission | Present GMP to CC for approval and award |
| **FEB 24, 2026-FEB 2027** | | 12-15 months of construction |
| **5/31/27** | | Building turnover |

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

Planning Department

**DATE:** February 20, 2025

**TO:** Jana L. Ecker, City Manager

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Public Hearing for 111 Henrietta – Brooklyn Pizza – Special Land Use Permit Amendment (Ownership Change)

---

INTRODUCTION:
The applicant has submitted a Special Land Use Permit (SLUP) Amendment application to change ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption. The subject site, Brooklyn Pizza, is located on the east side of Henrietta between Maple and Martin.

The transfer of ownership will not include any changes to the use of the business/property, nor will any changes in the site/property occur as a result of this transfer. If approved, the Special Land Use Permit would be transferred from 111 Brooklyn, Inc. to 111 Brooklyn Bham, LLC.

BACKGROUND:
Brooklyn Pizza has been operating in the City in its current location since 1996. In 2019, Brooklyn Pizza expanded into the building to the north (formerly 195 E. Maple) and performed major renovations to the exterior of the building. Included in this expansion/renovation was the transition to a bistro establishment serving alcoholic beverages for on premise consumption for which a Special Land Use Permit was approved by the City Commission on December 9, 2019 (Agenda – Minutes). Since its approval in 2019, Brooklyn Pizza has remained in good standing with the City in terms of its liquor license obligations and site maintenance.

LEGAL REVIEW:
The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:
There are no fiscal impacts for this agenda item.

SUSTAINABILITY:
Not applicable.

DESIGN CONSIDERATIONS:
No design changes proposed.

PUBLIC COMMUNICATIONS:
As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on February 24, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:
The Planning Division requests that the City Commission consider the Special Land Use Permit Amendment for 111 Henrietta to transfer ownership and update the Special Land Use Permit to the proposed new owner, 111 Brooklyn Bham, LLC.

ATTACHMENTS:
Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Application Materials
- Most Recent Approved Site/Design Plans (2019)

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to APPROVE the Special Land Use Permit Amendment for 111 Henrietta to transfer ownership and update the Special Land Use Permit to the proposed new owner, 111 Brooklyn Bham, LLC with the following condition:

1. The applicant must submit an executed Special Land Use Permit Contract to the City.

**Brooklyn Pizza**
**111 Henrietta**
**Special Land Use Permit Amendment 2025**

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for Brooklyn Pizza located at 111 Henrietta on December 9, 2019;

WHEREAS, A Special Land Use Permit Amendment application was filed in December 2024 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 111 Henrietta from 111 Brooklyn, Inc. to 111 Brooklyn Bham, LLC (herein after referred to as "Brooklyn Pizza");

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the east side of Henrietta between Maple and Martin;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

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

WHEREAS, The applicant has stated that there will be no modification to the premises, structurally, and that the applicant will continue the menu and general design as submitted and approved under the original Special Land Use Permit, thus not necessitating a Final Site Plan and Design Review at the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on February 24, 2025, and has reviewed Brooklyn Pizza's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

WHEREAS, the City of Birmingham Commission is granting a contract to Brooklyn Pizza for the approval of a Special Land Use Permit Amendment for the use of an on premise liquor license.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Brooklyn Pizza's application for a Special Land Use Permit Amendment at 111 Henrietta is hereby approved;

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

1. Brooklyn Pizza shall abide by all provisions of the Birmingham City Code;

2. Brooklyn Pizza shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2019; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

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

BE IT FURTHER RESOLVED that Brooklyn Pizza is recommended for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 111 Henrietta from 111 Brooklyn, Inc. to 111 Brooklyn Bham, LLC, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on February 24, 2025.

_____

**Alexandria Bingham**
**City Clerk**

# CONTRACT FOR A SPECIAL LAND USE PERMIT
# 111 HENRIETTA – BROOKLYN PIZZA

This Contract is entered into this____day of_____, 2025 by and between **111 BROOKLYN BHAM, LLC**, whose address is 4224 Orchard Way, Bloomfield Hills MI 48301 (hereinafter referred to as "Brooklyn Pizza"), **FREUND INVESTMENT II, LLC,** whose address is 4335 West Pointe Dr., Waterford MI 48329 ("Property Owner"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

## R E C I T A L S:

**WHEREAS**, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for Brooklyn Pizza located at 111 Henrietta on December 9, 2019;

**WHEREAS**, A Special Land Use Permit Amendment application was filed in December 2024 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 111 Henrietta from 111 Brooklyn, Inc. to 111 Brooklyn Bham, LLC (herein after referred to as "Brooklyn Pizza");

**WHEREAS**, The land for which the Special Land Use Permit Amendment is sought is located on the east side of Henrietta between Maple and Martin;

**WHEREAS**, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

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

**WHEREAS**, The applicant has stated that there will be no modification to the premises, structurally, and that the applicant will continue the menu and general design as submitted and approved under the original Special Land Use Permit, thus not necessitating a Final Site Plan and Design Review at the Planning Board;

**WHEREAS**, The Birmingham City Commission has conducted a public hearing on February 24, 2025, and has reviewed Brooklyn Pizza's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

**WHEREAS**, the City of Birmingham Commission is granting a contract to Brooklyn Pizza for the approval of a Special Land Use Permit Amendment for the use of an on premise liquor license.

**NOW, THEREFORE**, the parties agree as follows:

1. Brooklyn Pizza will utilize a state issued liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the City of Birmingham shall require the approval of the Birmingham City Commission in accordance with Section 10-83 of the City of Birmingham Code of Ordinances. In addition, any expansion of the Property shall also require the approval of the Birmingham City Commission.

2. Brooklyn Pizza further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for on premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Brooklyn Pizza shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Brooklyn Pizza further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Brooklyn Pizza acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc.

4. Brooklyn Pizza acknowledges that outdoor dining is permitted with a valid Outdoor Dining License which is applied for and granted annually.

5. Brooklyn Pizza agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

6. Brooklyn Pizza further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

7. Brooklyn Pizza agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

8. Brooklyn Pizza agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Brooklyn Pizza from operating the establishment. Brooklyn Pizza agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Brooklyn Pizza further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law

and/or in equity.

9. To the fullest extent permitted by law, Brooklyn Pizza and any entity or person for whom Brooklyn Pizza is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Brooklyn Pizza's operation of an establishment at the Property. Brooklyn Pizza is not liable if the act or omission is the City's.

10. In the event Brooklyn Pizza fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner.

11. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. 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 a federal or state court with jurisdiction over Oakland County, Michigan.

12. This contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

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

14. The City determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

a. Brooklyn Pizza shall abide by all provisions of the Birmingham City Code;

b. Brooklyn Pizza shall comply shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2019; and
c. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

15. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Brooklyn Pizza has been given notice and a hearing.

16. Except as herein specifically provided, Brooklyn Pizza and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Brooklyn Pizza to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

17. Brooklyn Pizza is recommended for the operation of an establishment serving alcoholic beverages for on premise consumption, above all others, subject to final inspection.

18. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Brooklyn Pizza. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

*(This space intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereby have executed this Contract as of the date set forth above.

**111 BROOKLYN BHAM, LLC** (Brooklyn Pizza)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN )
) ss:
COUNTY OF OAKLAND )

On this _____day of _____, 2025, before me personally appeared _____who acknowledged that with authority on behalf **111 BROOKLYN BHAM, LLC** to do so signed this Agreement.

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

**FREUND INVESTMENT II, LLC** (Property Owner)
(as to paragraph 10 only)

By: _____

Its: _____

STATE OF MICHIGAN )
) ss:
COUNTY OF OAKLAND )

On this _____day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of **FREUND INVESTMENT II, LLC** to do so signed this Agreement.

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

**CITY OF BIRMINGHAM**

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Nicholas J. Dupuis, Planning Director
(Approved as to substance)

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

Joseph A. Shallal
Neb Mekani
John J. Orow
John N. Hindo
Alexander Shallal
Anthony Shallal

Law Offices Of

**MEKANI, OROW, MEKANI,**
**SHALLAL & HINDO, P.C.**
A Professional Corporation
255 South Old Woodward Ave
Suite 304
Birmingham, MI 48009
Telephone (248) 223–9830
Facsimile (248) 265-4107
joeshallal@momshlaw.com

*Of Counsel*
Jane Shallal
John I. Kittel

Louie E. Mekani
(1971 – 2000)

December 23, 2024

**Via Email**

Nicholas Dupuis
City of Birmingham, Planning Director
151 Martin Street
Birmingham, Michigan 48009

*Re:* *SLUP for 111 Brooklyn BHam, LLC*
Located at 111 Henrietta Street & 195 West Maple Road Birmingham, MI 48009

Dear Mr. Dupuis,

Please find enclosed the Special Land Use Application and the Notice Signed Rental Application, for the SLUP. The application is merely for a change of ownership. The current licensee, 111 Brooklyn, Inc. is selling its business assets to 111 Brooklyn BHam, LLC. There will be no structural modifications to the premises so there is no architect involved with the transaction. No changes will be made to the plumbing. The new applicant will make very nominal non-structural changes. The applicant will continue the menu.

If you have any questions, please feel free to contact my office. Thank you.

Respectfully,
Mekani, Orow, Mekani,
Shallal & Hindo, P.C.

Joseph A. Shallal

Joseph A. Shallal

Docusign Envelope ID: 53401BD6-BE52-4F44-888D-E933784CE12F

# Special Land Use Permit Application – General
## Planning Division

**1. Applicant**
Name: 111 BROOKLYN BHAM, LLC (MANAGER JAMES P. ESSHAKI)
Address: 111 HENRIETTA ST AND 195 W. MAPLE RD
BIRMINGHAM, MI 48009
Phone Number: 248-420-9999
Email: jpesshaki@gmail.com

**2. Property Owner** (☐ *same as applicant*)
Name: FREUND INVESTMENT II, LLC
Address: 3985 TORREY HILL LANE
SAN DIEGO, CA 92130
Phone Number: 858-232-6867
Email:

**3. Project Contact Person** (☐ *same as applicant*)
Name: JAMES P. ESSHAKI
Address: 4224 ORCHARD WAY
BLOOMFIELD HILLS, MI 48301
Phone Number: 248-420-9999
Email: jpesshaki@gmail.com

**4. Project Designer/Developer**
Name: D MET STUDIO ARCHITECTURE AND DESIGN
Address: 832 W. 11 MILE RD
ROYAL OAK, MI 48067
Phone Number: 313-401-5181
Email:

**5. Required Attachments**

- One (1) paper copy and of all project plans including:
  - Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
  - Detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
  - Certified Land Survey;
  - Interior floor plans;
  - Landscape Plan;
  - Photometric Plan;
  - Colored elevation drawings for each building elevation;
- One (1) digital copy of all project plans;
- Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- Samples of all proposed materials;
- Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- Current aerial photographs of the site and surrounding properties;
- Proof of ownership;
- Any other data requested by a review board, Planning Department, or other City Departments.

**6. Project Information**
Address: 111 HENRIETTA ST & 195 W. MAPLE RD BIRMINGHAM, MI 48009
Name of Development:
Parcel ID#: 08-19-36-129-001
Current Use: A-2 RESTAURANT
Proposed Use: A-2 RESTAURANT
Area of Site in Acres: 0.00
Current Zoning: B4 with D4 overlay

| | Yes | No |
|---|---|---|
| Is the property located in a floodplain? ----- | ☐ | ☒ |
| Is the property within a Historic District? --- | ☐ | ☒ |
| → If so, which? | | |
| Will the project require a variance? --------- | ☐ | ☒ |
| → If so, how many? | | |
| Has the project been reviewed by a Board? | ☐ | ☒ |
| → If so, which? FORTHCOMING | | |

**7. Details of the Request for Preliminary Site Plan Review**
Change of ownership of the current business known as Brooklyn Pizza and Bar. The dba name will stay the same and the new legal business entity is "111 Brooklyn BHAM, LLC." There will be no structural changes to plumbing, electrical, or building structures. Very nominal non-structural changes will occur. The applicants will continue the menu.

Docusign Envelope ID: 53401BD6-BE52-4F44-888D-E933784CE12F

**8. Buildings and Structures**

Number of buildings on site: 1
Use of building(s): Commercial
Height of building(s): _____
Number of stories: _____

**9. Floor Use and Area (in Square Feet)**

**Proposed Commercial Uses:**

Total basement floor area: N/A
Total ground floor area: 1,880 sq ft
Square feet per upper floor(s): N/A
Commercial floor area: N/A
Industrial floor area: N/A
Office floor area: N/A
Total floor area: 1,880 sq ft

**Proposed Residential Uses:**

Total number of units: N/A
Number of two or less room units: N/A
Number of three or more room units: N/A
Residential unit floor area: N/A
Residential amenity floor area: N/A
Unit Type(s): ☐ Rental ☐ Condominiums ☐ Both

**Proposed Additions:**

Existing total floor area: NONE
Proposed total floor area: NONE
Location of addition(s): ☐ Rooftop ☐ Side ☐ Rear ☐Front ☐Other (please specify) N/A

**10. Required and Proposed Setbacks**

Required front setback: NONE
Required rear setback: N/A
Required side setback(s): N/A
Proposed front setback: N/A
Proposed rear setback: N/A
Proposed side setback(s): N/A

**11. Required and Proposed Parking**

Required number of parking spaces: CITY PARKING
Proposed number of parking spaces: CITY PARKING
Typical size of parking spaces: CITY PARKING
Number of barrier free spaces: CITY PARKING

**12. Landscaping**

Description of proposed landscaping:
EXISTING PLANTERS AND LANDSCAPING

☑ I have reviewed the City of Birmingham's Prohibited Species in Article 4, Section 4.20 of the Zoning Ordinance

**13. Streetscape**

Required sidewalk width: _____
Required benches: _____
Required street trees: _____
Require street lights: _____
Required trash receptacles: _____
Required bike racks: _____
Proposed sidewalk width: _____
Proposed benches: _____
Proposed street trees: _____
Proposed street lights: _____
Proposed trash receptacles: _____
Proposed bike racks: _____

**14. Loading**

Required loading spaces: N/A
Required dimensions: N/A
Proposed loading spaces: N/A
Proposed dimensions: N/A

**15. Waste Receptacles**

Location of waste receptacle(s): WILL REMAIN THE SAME
Types of waste receptacles: ☑ Dumpster ☑ Recycling ☐ Compactor ☐ Cans ☐ Grease ☐ Other

Docusign Envelope ID: 53401BD6-BE52-4F44-888D-E933784CE12F

## 16. Mechanical Equipment

**Rooftop Mechanical Equipment:**

Description of location of units on rooftop: _____

Number of units: _____

Types of units: _____

**Ground Mounted Mechanical Equipment:**

Description of location of units on ground: _____

Number of units: _____

Types of units: _____

**Utilities and Transformers:**

Description of location of units on ground: _____

Number of units: _____

Types of units: _____

## 17. Lighting

Location of light fixtures: _____

WITHIN THE CITY SIDEWALK AND PATIO AREA

Types of light fixtures: ☐ Spot ☐ Flood ☐ Area ☐ Bollard ☐ In-grade ☐ Goosenecks ☐ Lanterns ☐ Security ☑ Pole-Mounted ☐ Wall Pack ☐ Other

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

**Signature of Property Owner**: FREUND INVESTMENT II, LLC,
By Freund Investment LLC
Its: Managing Member
By: Robert Freund
53985F0EC2AE4E2...
Name: Robert A. Freund
Its: Managing Member

**Date**: 12/21/2024

**Signature of Applicant**: _____

**Date**: 12/21/2024

**Print Name**: James P. Esshaki

**Signature of Architect**: N/A

**Print Name**: N/A

**Date**: _____

*Office Use Only*

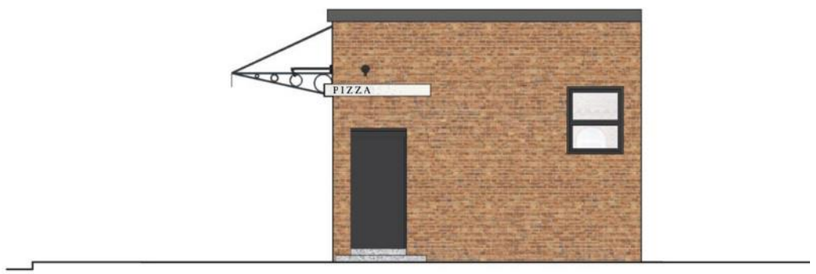
Application #: _____ Date Received: _____ Fee: $_____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____

# Building Façades – Street View

View of new entrance

# Building Façades – Colored Exterior Elevations




South Elevation (Public Alley)

North Elevation (Maple Road)

West Elevation (Henrietta Street)

Paint Scheme / Color Palette

Sherwin-Williams
**High Reflective White** SW 7757
RGB: 247 247 241

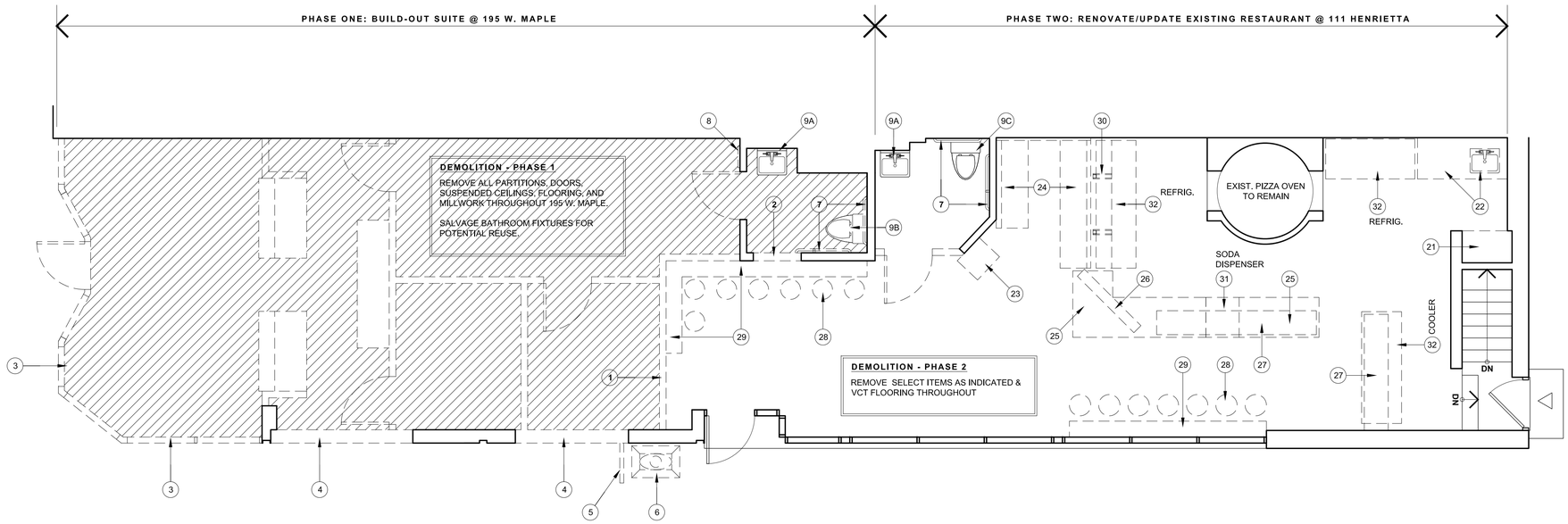
Sherwin-Williams
**Ceiling Bright White** SW 7007
RGB: 233 235 231

Sherwin-Williams
**Caviar** SW 6990
RGB: 49 48 49

Sherwin-Williams
**Honorable Blue** SW 6811
RGB: 22 69 118

Sherwin-Williams
**In the Navy** SW 9178
RGB: 40 56 73

# Current Revised Plans for City Commission Consideration

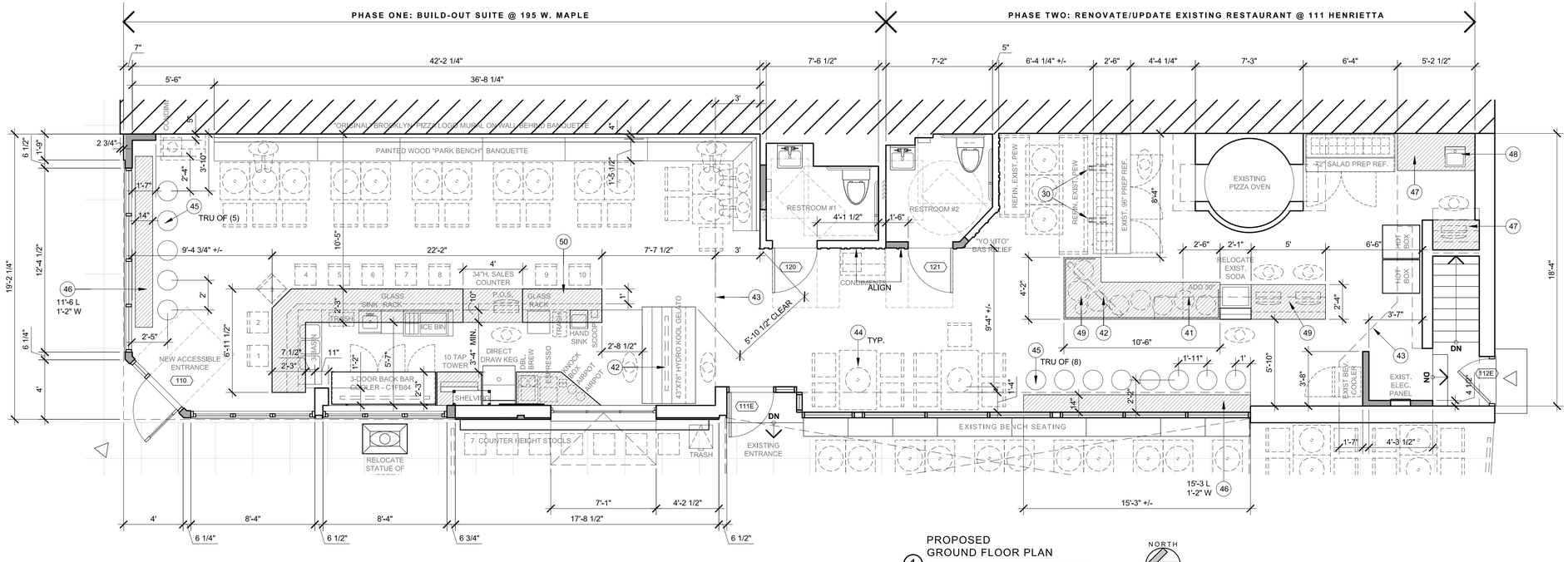



EXISTING GROUND FLOOR PLAN / DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

NORTH




PROPOSED GROUND FLOOR PLAN

SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

NORTH

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## GENERAL NOTES

1. *UNLESS INDICATED OTHERWISE, ALL DIMENSIONS ARE 'NOMINAL' FROM FINISH-TO-FINISH OR 'FINISH-TO-CENTER'*
2. *PARTITIONS: NEW INTERIOR PARTITIONS ARE INDICATED ON THE FLOOR PLAN BY A SOLID GRAY HATCH. SEE TYP. PARTITION DETAILS FOR MORE INFO.*
3. *PARTITION HEIGHT: THE CEILING HEIGHT OF EACH ROOM IS DESIGNATED ON THE RCP. NEW WALLS SHALL EXTEND TO A HEIGHT ABOVE THE FINISH CEILING, OR AS OTHERWISE NOTED ON THE RCP & INTERIOR ELEVATIONS.*
4. *NEW & EXISTING DOORS ARE DESIGNATED W/ A DOOR TAG. EXISTING DOORS ARE FOLLOWED BY AN 'E'; REFER TO DOOR SCHEDULE FOR MORE INFO.*
5. *EXCEPT WHERE NOTED OTHERWISE, ALL PLUMBING FIXTURES SHALL BE PURCHASED & INSTALLED BY THE CONTRACTOR; REFER TO MEP DESIGN-BUILD NOTES ON SHEET A102 FOR MORE INFO.*
6. *EXCEPT WHERE INDICATED AS 'EXISTING' OR 'BY OWNER', ALL KITCHEN & BAR EQUIPMENT SHALL BE PURCHASED & INSTALLED BY THE CONTRACTOR; SUBMIT PURCHASE ORDERS TO OWNER/ARCHITECT FOR REVIEW PRIOR TO PURCHASING*

## KEYED NOTES

**DEMOLITION - PHASE 1**

1. EXIST. DEMISING WALL TO REMAIN INTACT THROUGHOUT PHASE ONE CONSTRUCTION; REMOVE AT BEGINNING OF PHASE TWO.
2. EXIST. BATHROOM WALL TO REMAIN INTACT THROUGHOUT PHASE ONE CONSTRUCTION; CREATE DOOR OPENING AT BEGINNING OF PHASE TWO.
3. REMOVE EXIST. STOREFRONT SYSTEM AND KNEE WALL, REFER TO EXT. ELEV. ON A200 FOR MORE INFO.
4. REMOVE EXIST. WALL CONSTRUCTION TO MAKE WAY FOR NEW STOREFRONT WINDOW, REFER TO EXT. ELEV. FOR MORE INFO.
5. SALVAGE EXIST. PROJECTING SIGN & (2) SIGN LIGHTS. SAVE FOR REUSE; REFER TO EXT. ELEV. FOR MORE INFO.
6. PROTECT EXIST. STATUE DURING CONSTRUCTION; MOVE TO NEW LOCATION
7. SALVAGE S.S. GRAB BARS & SAVE FOR REUSE
8. RELOCATE ELECTRICAL PANEL TO BASEMENT
9A. REMOVE & DISCARD BATHROOM SINK, FAUCET, & MIRROR
9B. REMOVE & RELOCATE EXISTING TOILET
9C. REMOVE & RE-INSTALL EXIST. TOILET AS NEEDED FOR NEW FLOORING

**DEMOLITION - PHASE 2**

21. REMOVE & DISCARD EXIST. COUNTER & BASE CABINET
22. REMOVE & DISCARD EXIST. SINK, COUNTER, & BASE CABINETS
23. REMOVE & DISCARD EXIST. TRASH ENCLOSURE
24. PROTECT CHURCH PEWS DURING CONSTRUCTION; OWNER WILL RE-FINISH ITEM
25. REMOVE EXIST. SALES COUNTERS; SALVAGE SNEEZE GUARD & WOOD TOP FOR POTENTIAL REUSE
26. PROTECT MENU BOARD DURING CONSTRUCTION; OWNER WILL UPDATE MENU
27. REMOVE & DISCARD OVERHEAD STORAGE
28. SALVAGE FLOOR MOUNTED BARSTOOLS & SAVE BEST ONES FOR REUSE; OWNER WILL RE-UPHOLSTER
29. SALVAGE COUNTER & STEEL TUBE SUPPORTS; SAVE FOR REUSE
30. REMOVE EXIST. FLOOR MOUNTED SNEEZE GUARD; RE-INSTALL AFTER NEW FLOORING IS DONE
31. DISCONNECT KITCHEN EQUIP. & PROTECT DURING CONSTRUCTION; SAVE FOR REUSE
32. DISCONNECT KITCHEN EQUIP. & RETURN TO OWNER; DISCARD IF NOT WANTED

**NEW CONSTRUCTION**

41. DASHED LINE INDICATES NEW OVERHEAD STORAGE, SEE INT. ELEV. FOR MORE INFO.
42. DASHED LINE INDICATES MENU BOARD, SEE INT. ELEV. FOR MORE INFO.
43. DASHED LINE INDICATES NEW CEILING SOFFIT, SEE RCP & INT. ELEV. FOR MORE INFO.
44. HIDDEN LINE INDICATES FURNITURE BY OWNER, SEE FURN. PLAN FOR MORE INFO.
45. REFURBISHED/NEW FLOOR MOUNTED STOOLS, SEE FURN. PLANS FOR MORE INFO.
46. REFURBISHED/NEW FLOOR MOUNTED COUNTER; RE-USE EXIST. STEEL TUBE SUPPORTS WHERE POSSIBLE
47. REPLACE EXIST. MILLWORK W/ NEW PLAM COUNTER & BASE CABINET
48. REPLACE EXIST. HAND SINK & FAUCET
49. NEW SALES COUNTER & BUTCHER BLOCK COUNTERTOP, SEE INT. ELEV. FOR MORE INFO.
50. NEW BAR & QUARTZ COUNTERTOP, SEE INT. ELEV. FOR MORE INFO.

PROJECT TITLE:

BROOKLYN PIZZA EXPANSION

Birmingham, Michigan

location
111 Henrietta St. &
195 W. Maple
Brimingham, MI 48009

contact / owner
Hani "Sam" Abdelfatah

ARCHITECT:

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CONSULTANTS:

ISSUED FOR:

| | |
|---|---|
| INITIAL SLUP APP. | JUL 5, 2019 |
| BAR REVISIONS | AUG 19, 2019 |
| SLUP APP. | SEP 17, 2019 |
| PROJECT COORD. | OCT 10, 2019 |
| BID DOCUMENTS | OCT 31, 2019 |

STAMP:

SHEET NAME:

GROUND FLOOR PLAN

SHEET NO.

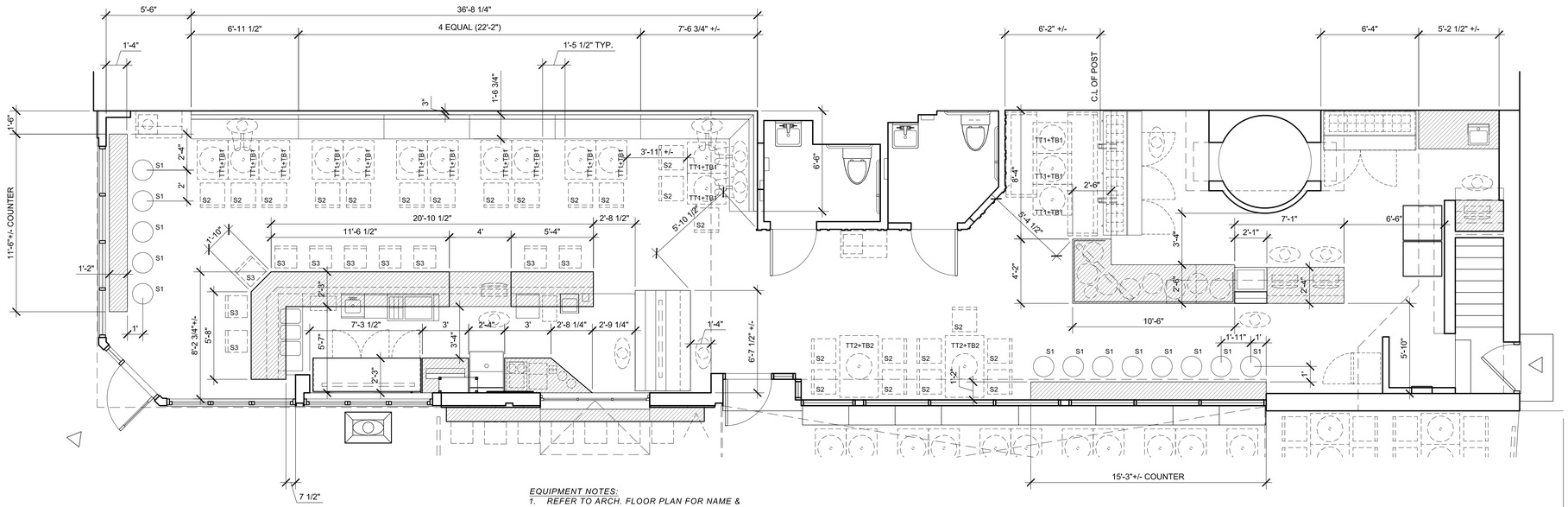
**A101**

*FURNITURE NOTES:*

1. *THE TOTAL NUMBER OF INDOOR SEATS = 65, INCLUDING 10 BARSTOOLS @ THE BAR*
2. *THREE OF THE BARSTOOLS SHALL BE REMOVED WHEN THE THREE OUTDOOR BARSTOOLS IN FRONT OF THE WINDOW ARE IN PLACE; SEE OUTDOOR SEATING PLAN ON SHEET A300 FOR MORE INFO.*
3. *WITH THE EXCEPTION OF THE BUILT-IN MILLWORK, THE FURNITURE SHALL BE PURCHASED BY OWNER & UNLOADED & INSTALLED BY CONTRACTOR*

**INTERIOR FURNITURE SCHEDULE**

| TAG | DESCRIPTION | DETAILS | QUANTITY | SOURCE / MANUFACTURER REP. | NOTES |
|---|---|---|---|---|---|
| SEAT #1 | *FLOOR MOUNTED STOOL* | - | *13* | - | - |
| SEAT #2 | *CHAIR* | - | *23* | *BEAUFURN.COM* | - |
| SEAT #3 | *BARSTOOL* | - | *10* | *BEAUFURN.COM* | *3 SEATS TO BE SEASONAL & REMOVED WHEN OUTDOOR STOOLS ARE @ COUNTER* |
| TABLE TOP #1 | *RECTANGULAR RESIN TABLE TOP, WHITE* | *24" X 30"* | *16* | - | - |
| TABLE TOP #2 | *RECTANGULAR RESIN TABLE TOP, WHITE* | *48" X 30"* | *2* | - | - |
| TABLE BASE #1 | *24"X30" TABLE BASE* | - | *16* | *BEAUFURN.COM* | - |
| TABLE BASE #2 | *48"X30" TABLE BASE* | - | *2* | *BEAUFURN.COM* | - |




2 FURNITURE & EQUIPMENT PLACEMENT PLAN

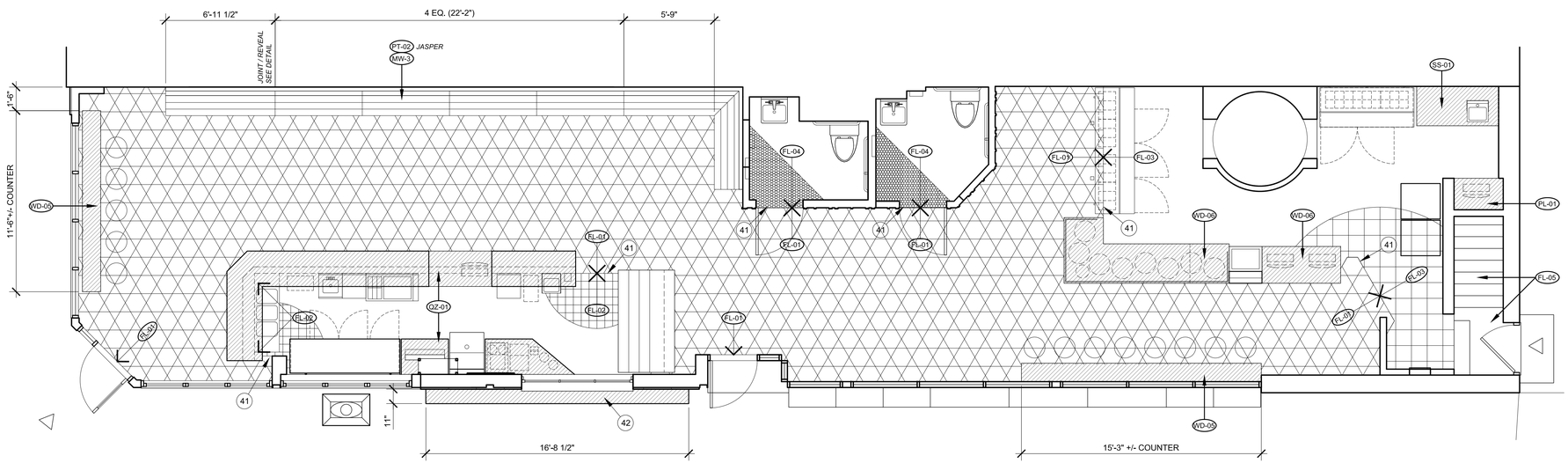
SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

NORTH

*EQUIPMENT NOTES:*

1. *REFER TO ARCH. FLOOR PLAN FOR NAME & TYPE OF EQUIPMENT*
2. *EXCEPT WHERE INDICATED AS 'EXISTING' OR 'BY OWNER', ALL KITCHEN & BAR EQUIPMENT SHALL BE PURCHASED & INSTALLED BY THE CONTRACTOR; SUBMIT PURCHASE ORDERS TO OWNER/ARCHITECT FOR REVIEW PRIOR TO PURCHASING*




1 FINISHES PLAN

SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

NORTH

**GENERAL NOTES**

1. *UNLESS INDICATED OTHERWISE, ALL DIMENSIONS ARE 'NOMINAL' FROM FINISH-TO-FINISH OR 'FINISH-TO-CENTER'*
2. *FINISHES ARE INDICATED WITH A MATERIAL-FINISHES TAG; REFER TO MATERIAL SCHEDULE FOR MORE INFO.*
3. *WALL FINISHES & OTHER RELEVANT FINISH INFO. ARE INDICATED ON THE INT. ELEV. & RCP; SEE INT. ELEV. & RCP FOR MORE INFO.*
4. 

**KEYED NOTES**

**FURNITURE PLAN**

(1) -

**FNISHES PLAN**

(41) PROVIDE SCHLUTER TRIM @ LVT-TILE TRANSITIONS, PROFILE & FINISH TBD.; CONSULT W/ ARCH. ONCE EXIST. CONDITIONS ARE KNOWN

(42) 6.S. PIZZA COUNTER ON CUSTOM METAL BRACKETS ANCHORED TO EXIST. MASONRY WALL; SEE EXT. ELEV. & EXT. DETAILS FOR MORE INFO.

PROJECT TITLE:

# BROOKLYN PIZZA EXPANSION

Birmingham, Michigan

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Hani "Sam" Abdelfatah


ARCHITECT:

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CONSULTANTS:

ISSUED FOR:

BID DOCUMENTS OCT 31, 2019

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FURN. PLAN & FINISHES PLAN

SHEET NO.

**A102**


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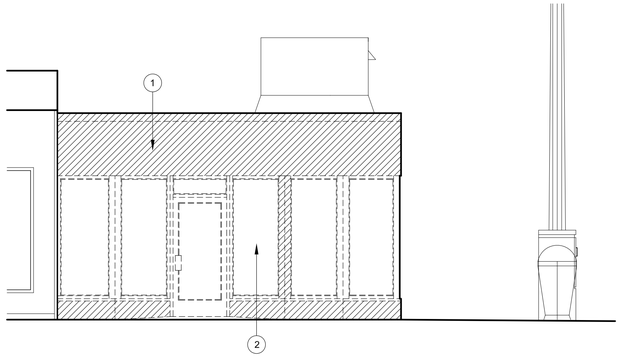
## GENERAL NOTES

1. SELECTIVE DEMOLITION IS INDICATED BY A CROSS HATCH PATTERN

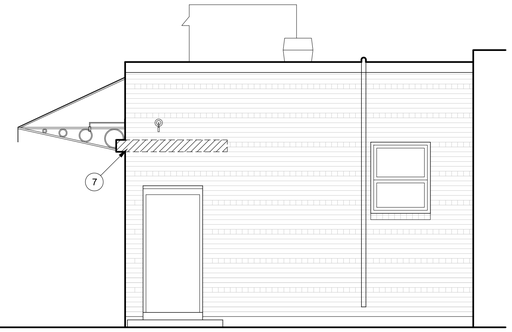



NORTH ELEVATION
(MAPLE ROAD)

3 SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

NORTH

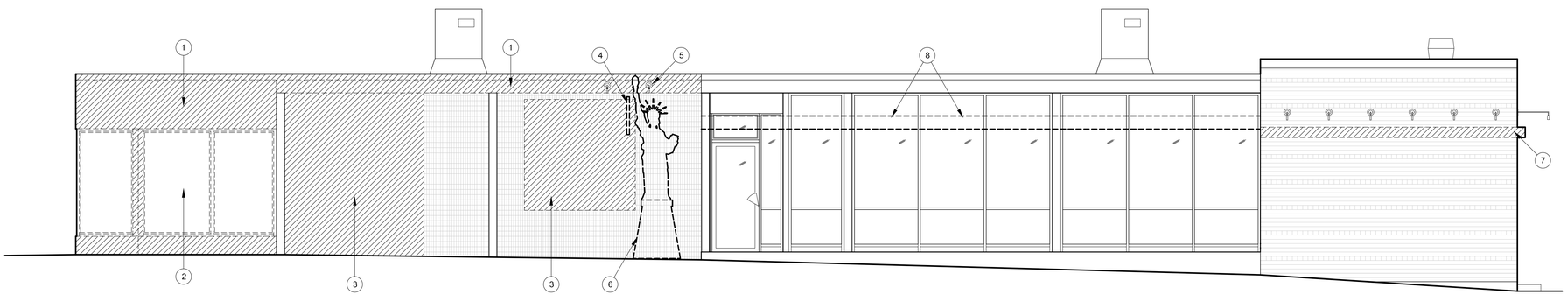



SOUTH ELEVATION
(PUBLIC ALLEY)

2 SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

NORTH




WEST ELEVATION
(HENRIETTA STREET)

1 SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

NORTH

## KEYED NOTES

1. REMOVE EXIST. FRIEZE BOARD
2. REMOVE EXIST. STOREFRONT SYSTEM AND KNEE WALL
3. REMOVE EXIST. WALL CONSTRUCTION TO MAKE WAY FOR NEW STOREFRONT WINDOW
4. SALVAGE EXIST. PROJECTING SIGN BRACKET & SAVE FOR REUSE
5. SALVAGE (2) SIGN LIGHTS & SAVE FOR REUSE
6. PROTECT EXIST. STATUE DURING CONSTRUCTION; MOVE TO NEW LOCATION
7. REMOVE & REPLACE DETERIORATING SIGN; SALVAGE LETTERS FOR POTENTIAL RE-USE
8. DASHED LINE INDICATES EXTENT OF EXIST. CANOPY; PROTECT THROUGHOUT CONSTRUCTION, REMOVE & RE-INSTALL IF NECESSARY

PROJECT TITLE:

# BROOKLYN PIZZA EXPANSION

Birmingham, Michigan

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CONSULTANTS:

ISSUED FOR:

BID DOCUMENTS OCT 31, 2019

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EXTERIOR ELEVATIONS DEMOLITION

SHEET NO.

**A200**


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## GLASS SPECIFICATIONS

GLASS TYPE = GUARDIAN "ULTRACLEAR" (LOW-IRON) FLOAT GLASS W/ SUNGUARD NEUTRAL 78/65 HIGH PERFORMANCE COATING ON SURFACE #2

PROVIDE TEMPERED SAFETY GLAZING AT HAZARDOUS LOCATIONS INCLUDING:

- GLAZING IN SWINGING, SLIDING, AND BI-FOLD DOORS
- GLAZING ADJACENT TO DOORS WHERE THE NEAREST VERT. EDGE IS WITH 24" ARC OF DOOR IN CLOSED POSITION & WHERE BOTTOM EDGE IS LESS THAN 60" ABOVE WALKING SURFACE
- GLAZING IN WINDOWS WHERE INDIVIDUAL PANE IS GREATER THAN 9 SQ.FT., BOTTOM EDGE IS LESS THAN 18" ABOVE FLR., TOP EDGE IS GREATER THAN 36" ABOVE FLR., & A WALKING SURFACE IS WITHIN 36" HORIZ. FROM PLANE OF GLASS

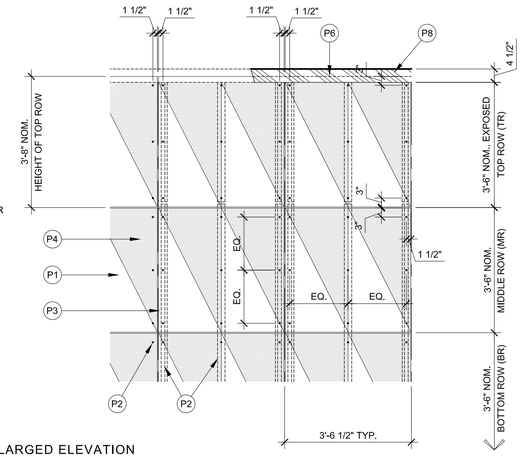
## PANEL NOTES

1. PRIOR TO INSTALLING CLADDING ASSEMBLY OVER EXIST. EXTERIOR WALLS, CONTRACTOR SHALL INSPECT WALL, REMOVE LOOSE PAINT, AND RE-REPOINT WHERE NECESSARY.
2. MAX. SPACING OF FASTENERS TO BE VERIFIED AND SET BY CLADDING SUPPLIER. CONTRACTOR SHALL ADJUST FURRING LAYOUT ACCORDINGLY.

## KEYED NOTES

**ENLARGED PANEL ELEVATION**

- (P1) PAINTED, 8MM (5/16") THICK MINERIT HD FIBER CEMENT PANEL ON 1-1/2" GALV. METAL FURRING. REFER TO MANUFAC. INSTALL. INSTRUCTIONS FOR MORE INFO.
- (P2) PRE-DRILLED HOLE BY FIBER CEMENT PANEL SUPPLIER
- (P3) 3/8" OPEN JOINT BETWEEN PANELS
- (P4) PAINTED ACCENT TRIANGLE, COLOR TBD.
- (P5) HIDDEN LINES INDICATES LOCATION OF VERTICAL FURRING
- (P6) HIDDEN LINE INDICATE TOP EDGE OF TOP ROW BEHIND METAL COPING
- (P7) PERFORATED METAL VENT AT BOTTOM EDGE OF CLADDING, FURNISHED BY SUPPLIER, INSTALLED BY CONTRACTOR; (NOT SHOWN)
- (P8) NEW ALUMINUM COPING, COLOR: WHITE



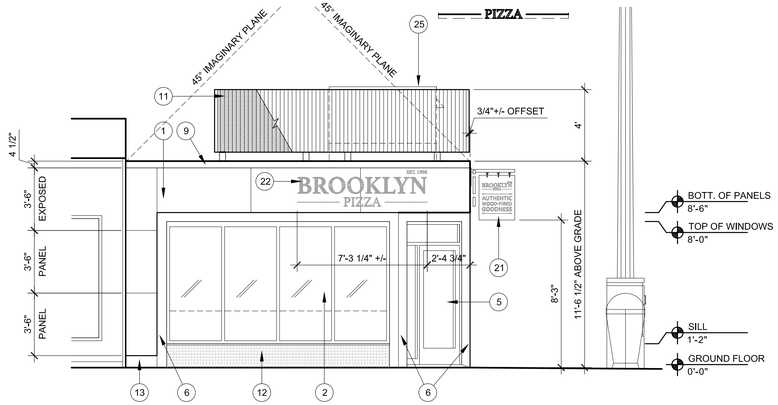

ENLARGED ELEVATION (TYP. PANEL LAYOUT)

(5) SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

## SHEET NOTES

1. BUILDING HEIGHTS ARE DESIGNATED BY A 'DATUM TAG' AND MEASURED FROM THE FLOOR SLAB INSIDE 111 HENRIETTA, ALSO KNOWN AS GROUND FLOOR, FIN. FLR. ELEV. 0'-0". THE HEIGHT OF THE FLOOR SLAB INSIDE 195 W. MAPLE IS UNKNOWN BUT IS BELIEVED TO BE AT THE SAME LEVEL.

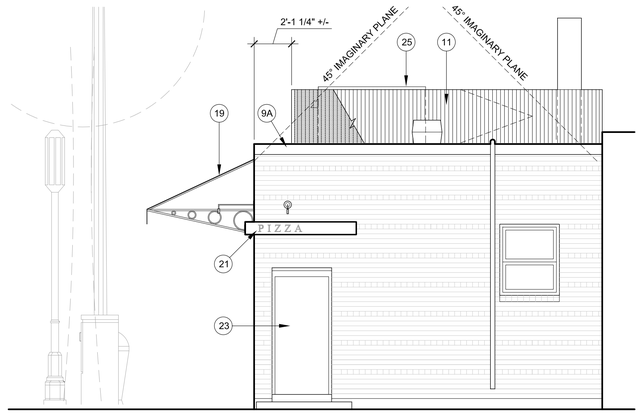



NOTE: AREA OF GLAZING = 70% OF FACADE

NORTH ELEVATION (MAPLE ROAD)

(3) SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

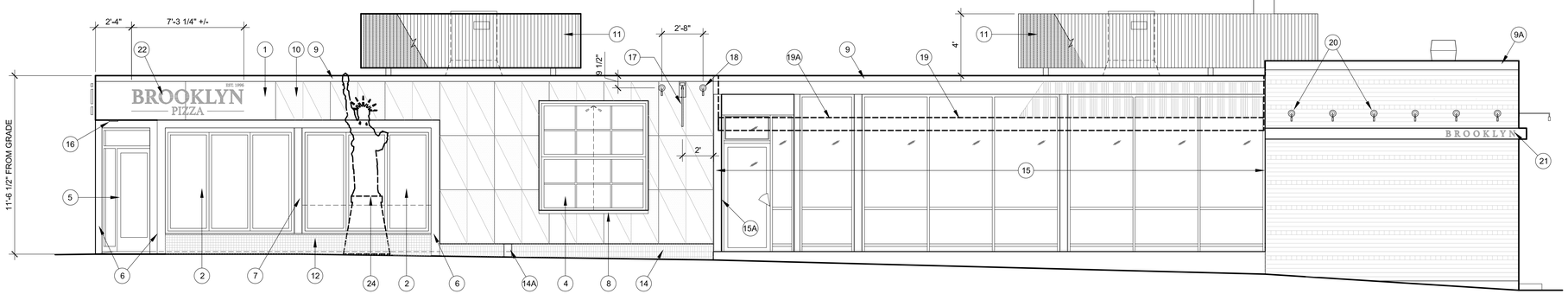



SOUTH ELEVATION (PUBLIC ALLEY)

(2) SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

*NOTE RE: ILLUMINATION OF BACK-LIT LETTERS:*
*ILLUMINATION OF "BROOKLYN PIZZA" SHALL BE BACK-LIT & SHALL NOT EXCEED .08 FOOTCANDLES & A BRIGHTNESS OF 2,400 FOOT-LAMBERTS WHEN MEASURED @ PROPERTY LINE @ ANY HEIGHT*




NOTE: AREA OF GLAZING = 70% OF FACADE

WEST ELEVATION (HENRIETTA STREET)

(1) SCALE: 1/4" = 1'-0"

0' 3' 6' 9'

## KEYED NOTES

1. NEW 8MM MINERIT HD (FIBER CEMENT) RAINSCREEN FACADE BOARDS ON 7/8" GALV. METAL FURRING; PAINT BOTH SIDES OF BOARDS PER MANUFAC. INSTRUCTIONS, COLORS; TBD.
2. CLEAR ANODIZED, THERM. BROKEN ALUM. STOREFRONT WINDOW FRAME BY RAMCO W/ 1" I.G.U.; SEE GLASS SPEC. THIS SHEET
3. NOT USED
4. DOUBLE GLAZED SST-II HYDRAULIC BI-FOLD WINDOW BY CROWN DOORS OR EQUAL, IN "WHITE ALUMINUM" (RAL 9006); SEE GLASS SPEC. THIS SHEET
5. CLEAR ANODIZED ALUM. STOREFRONT DOOR, SIDELITE, & TRANSOM BY RAMCO; SEE GLASS SPEC. THIS SHEET
6. 18 GAUGE +/-, CLEAR ANODIZED ALUM. BRAKE METAL CASING; SEE DETAILS ON SHEET AXXX FOR MORE INFO.
7. PRIME & PAINT EXIST. COLUMN; COLOR: TBD
8. 10 GAUGE +/-, CLEAR ANNODIZED ALUM. BRAKE METAL SILL & JAMBS, SEE EXT. DETAILS BEGINNING ON SHEET A301 FOR MORE INFO.
9. NEW ALUMINUM COPING, COLOR: WHITE
- 9A. EXISTING COPING TO REMAIN
10. SHADED AREA INDICATES ACCENT COLOR, SEE ENLARGED DETAILS FOR MORE INFO.
11. NEW EQUIP SCREEN = PAINTED, PERFORATED 7/8" CORRUGATED METAL SCREEN ON HORIZ. HAT CHANNELS ON GLAV. METAL FRAME & BASE SUPPORTS; SEE ROOF PLAN FOR MORE INFO.
12. CERAMIC TILE ON CEMENT BACKER BOARD MANUFACTURER / PRODUCT; DAL TILE, NATURAL HUES, 2X2 FIELD TILE, COLOR: BLACK QH45 GROUT COLOR: CHARCOAL, SUBMIT SAMPLES FOR APPROVAL
13. PAINTED CEMENT PARGING ON CEMENT BACKER BOARD, COLOR: TBD
14. EXISTING TILE TO REMAIN
- 14A. PRIME AND PAINT EXPOSED PORTION OF EXIST. COLUMN, COLOR: TBD
15. RE-PAINT EXISTING STOREFRONT INCLUDING WINDOW FRAMES, DOOR FRAME, DOOR, FASCIA BOARD, EXPOSED COLUMNS, & UNDERSIDE OF SOFFIT; COLOR: TBD
- 15A. PRIME AND PAINT SIDE WALL @ ENTRANCE, COLOR; SAME AS KEY NOTE #15
16. NEW 7"Ø 'SLIM SURFACE' LED DOWNLIGHT BY SIGNIFY ON CEILING ABOVE CORNER ENTRANCE
17. RE-INSTALL EXISTING SIGN BRACKET HERE; DBL. SIDED SIGN BOARD BY OWNER
18. RE-INSTALL (2) EXISTING SIGN LIGHTS HERE
19. DASHED LINE INDICATES EXTENT OF EXIST. AWNING; PROTECT AWNING THROUGHOUT CONSTRUCTION, AWNING TO REMAIN AS-IS
- 19A. EXIST. VINYL LETTERS ATTACHED TO EXIST. AWNING TO REMAIN
20. EXISTING LIGHT FIXTURES TO REMAIN AS-IS
21. OWNER TO REPLACE DETERIORATING SIGN WITH MATCHING AND/OR COMPARABLE SIGN; REFER TO SIGN DRAWINGS FOR MORE INFO.
22. NEW "HALO" BACKLIT LETTERS BY OWNER; CONTRACTOR TO PROVIDE POWER SOURCE; REFER TO SIGN DRAWINGS FOR MORE INFO.
23. PAINT EXIST. EXTERIOR DOOR & DOOR FRAME, COLOR: TBD.
24. RE-LOCATE EXIST. STATUE OF LIBERTY HERE, @ CENTER OF WINDOW OPENING
25. EXISTING RTU TO REMAIN AS-IS; REFER TO ROOF PLAN FOR MORE INFO.

PROJECT TITLE:

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Birmingham, Michigan

location
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| | |
|---|---|
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| SLUP APP. & HDC | SEP 17, 2019 |
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SHEET NAME:

EXTERIOR ELEVATIONS

SHEET NO.

**A201**


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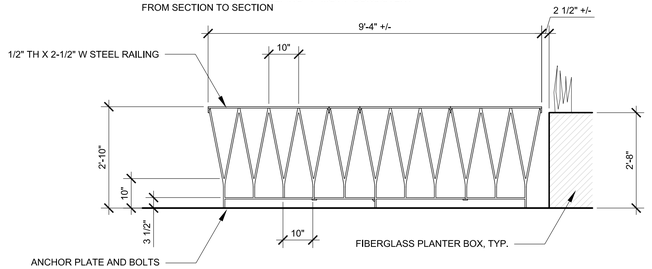
## PATIO FURNITURE SCHEDULE

| TAG | DESCRIPTION | DETAILS | QUANTITY | SOURCE / MANUFACTURER REP. | NOTES |
|---|---|---|---|---|---|
| SEAT #1 | *TOLIX BRASSERIE CHAIR* | *33.5" H X 17.5" W X 19" D, 17.5" SH, STEEL, NO ARMS* | *23* | *BEAUFURN.COM* | - |
| SEAT #2 | *TOLIX BRASSERIE BARSTOOL* | *29.5" H X 17" W X 17" D, STEEL* | *7* | *BEAUFURN.COM* | - |
| TABLE TOP | *RECTANGULAR FAUX WOOD URBAN TABLE TOP* | *#URB-2430, 24" X 30" THERMOSET RESIN RECTANGLE, STANDARD EDGE, ANTIQUE OAK FINISH* | *17* | *BEAUFURN.COM* | - |
| TABLE BASE | *BRUSHED ALUMINUM TRUMPET TABLE BASE* | *#90134 TABLE BASE, BRUSHED ALUMINUM, TRUMPET BASE* | *17* | *BEAUFURN.COM* | - |
| TRASH CAN | *40-GALLON STEEL TRASH CAN, WHITE* | *RUBBERMAID #FGST40EPLWH, 40 GAL STEEL SQUARE WHITE MEDICAL STEP CAN W/ RIGID PLASTIC LINER* | *1* | *WEBSTAURANTSTORE.COM* | *FINISH = WHITE* |
| PLANTER #1 | *FIBERGLASS RECTANGULAR PLANTER BOX, BLACK* | *36" L X 16" W X 32" H, FIBERGLASS RECTANGULAR PLANTER BOX, BLACK* | *5* | *POTSPLANTERSANDMORE.COM* | *FINISH = BLACK (IE INFINITY)* |
| PLANTER #2 | *CUSTOM HANGING PLANTER BOX* | *40" L X 11" +/- W, WOOD & STEEL PLANTER BOX* | *1* | *CUSTOM FABRICATION* | *REFER TO REFERENCE IMAGE* |
| RAILING | *CUSTOM METAL RAILING* | *34" H, STEEL* | *6 INDIVIDUAL SECTIONS* | *CUSTOM FABRICATION* | *SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO START OF FABRICATION* |
| COUNTER | *CUSTOM WOOD COUNTER* | *16'-8" L X 10" +/- D, CEDAR W/ POLYURETHANE COATING* | *1* | *CUSTOM FABRICATION* | *SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO START OF FABRICATION* |
| EXISTING BENCH | *EXIST WOOD BENCH & BACK-REST CUSHIONS* | *RE-FINISH WOOD W/ PLOY URETHANE COATING; REMOVE & PROTECT CUSHIONS DURING CONSTRUCITON* | *11+ PERSONS* | *BY GENERAL CONTRACTOR* | - |

*NOTE: TOTAL NUMBER OF OUTDOOR SEATS = 41*

NOTE:
THE LENGTH OF EACH SECTION VARIES, REFER TO PLAN FOR MORE INFO & FIELD VERIFY ALL DIMENSIONS; MODIFY OVERALL LENGTH WHILE KEEPING "Y" MOTIF CONSISTENT FROM SECTION TO SECTION




2 DETAIL OF CUSTOM RAILING
SCALE: 1/2" = 1'-0"
0' 1' 2' 3' 4'

### SHEET NOTES

1. UNLESS INDICATED OTHERWISE, ALL DIMENSIONS ARE NOMINAL FROM FINISH-TO-FINISH OR FINISH-TO-CENTER LINE

### KEYED NOTES

**OUTDOOR DINNING/PATIO**

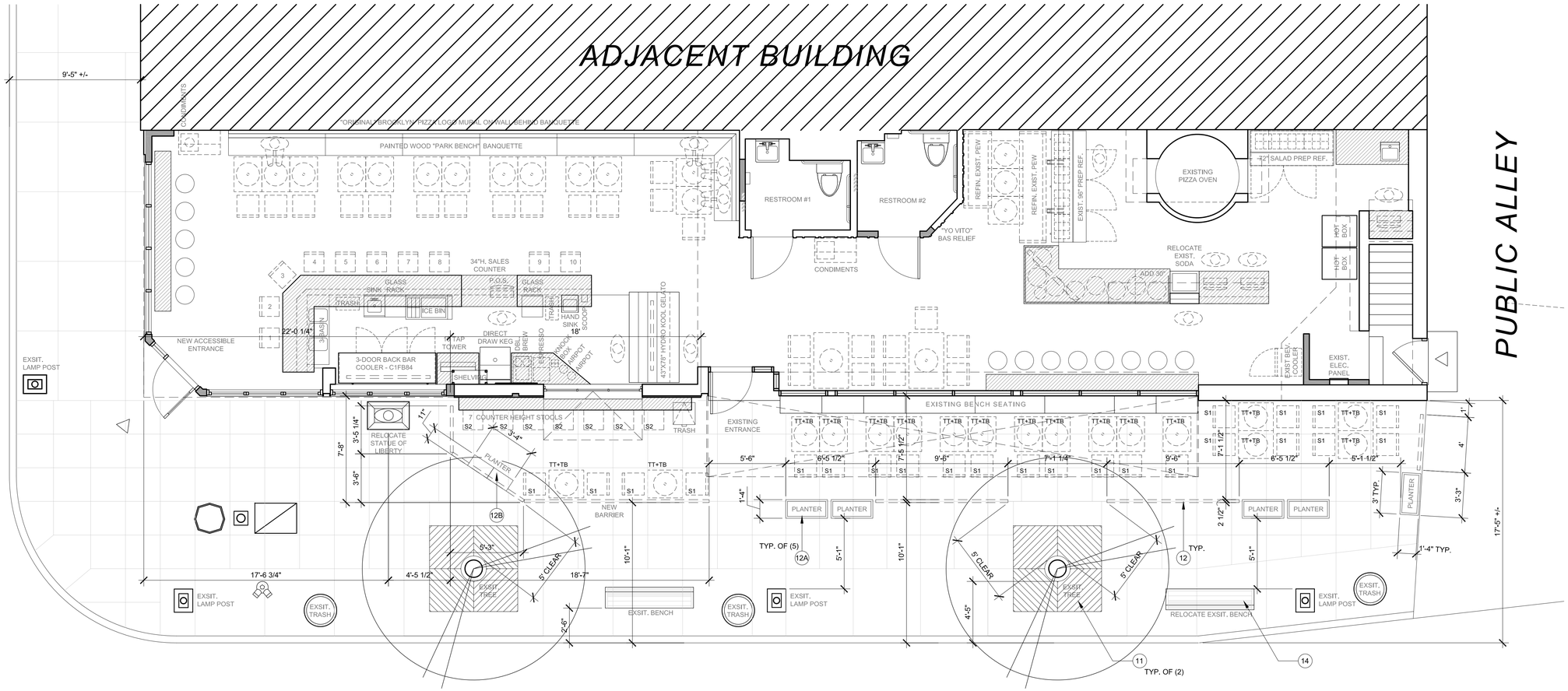
11 PROVIDE NEW ADA COMPLIANT SIDEWALK GRATE AT EXISTING STREET TREE. RE-GRADE AS REQ.; CONTACT CITY OF BIRMINGHAM PUBLIC WORKS DEPARTMENT FOR MORE INFO.

12A NEW FIBERGLASS PLANTER W/ PLANTED HERBS, COLOR = BLACK; REFER TO OUTDOOR FURNITURE SCHED. FOR MORE INFO.

12B CUSTOM HANGING PLANTER ATTACHED TO RAILING, FINISHES = WOOD & STEEL; REFER TO OUTDOOR FURNITURE SCHED. FOR MORE INFO.

13 NEW 34" HIGH, CUSTOM METAL RAILING, FINISH = MATTE BLACK; REFER TO OUTDOOR FURNITURE SCHED. FOR MORE INFO.

14 RELOCATE SOUTHERN-MOST PUBLIC BENCH, HERE; MAINTAIN 5' MIN. CLEARANCE BTWN. BENCH & PATIO BARRIER




1 PLAN OF PROPOSED RIGHT-OF-WAY IMPROVEMENTS / OUTDOOR DINNING PATIO
SCALE: 1/4" = 1'-0"
0' 3' 6' 9'

NORTH



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PROJECT TITLE:
BROOKLYN PIZZA EXPANSION
Birmingham, Michigan

location
111 Henrietta St. &
195 W. Maple
Brimingham, MI 48009

contact / owner
Hani "Sam" Abdelfatah

ARCHITECT:
**D MET** design
architecture studio

Midtown Detroit
15 E. Kirby, suite 103
Detroit, MI 48202

phone
313.401.5181

contact
Joel T. Schmidt, RA
dmetdesign@gmail.com

www.dmetdesign.com

CONSULTANTS:

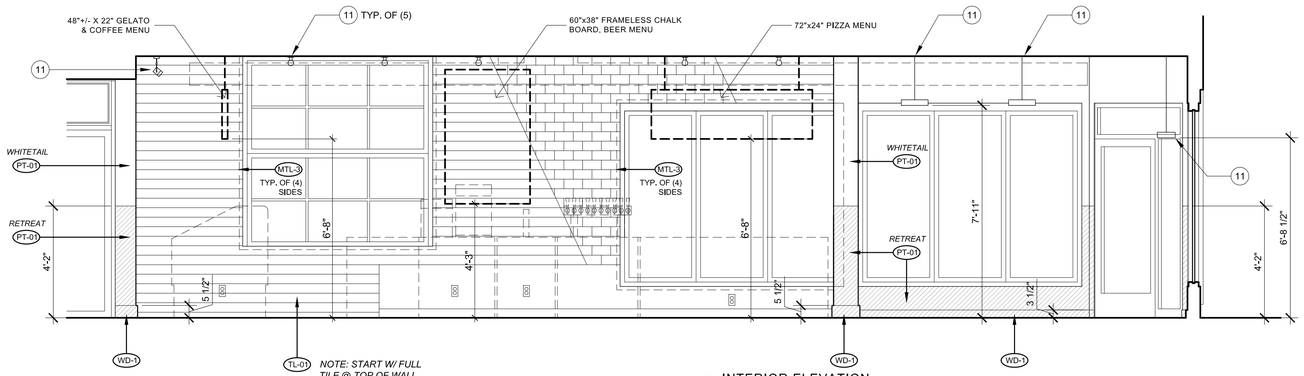
ISSUED FOR:

| | |
|---|---|
| SLUP APP. DRAFT | JUL 5, 2019 |
| SLUP APP. & HDC | SEP 17, 2019 |
| BID DOCUMENTS | OCT 31, 2019 |

STAMP:

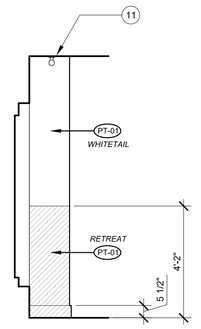
SHEET NAME:
OUTDOOR DINNING PATIO & EXTERIOR DETAILS

SHEET NO.
**A300**



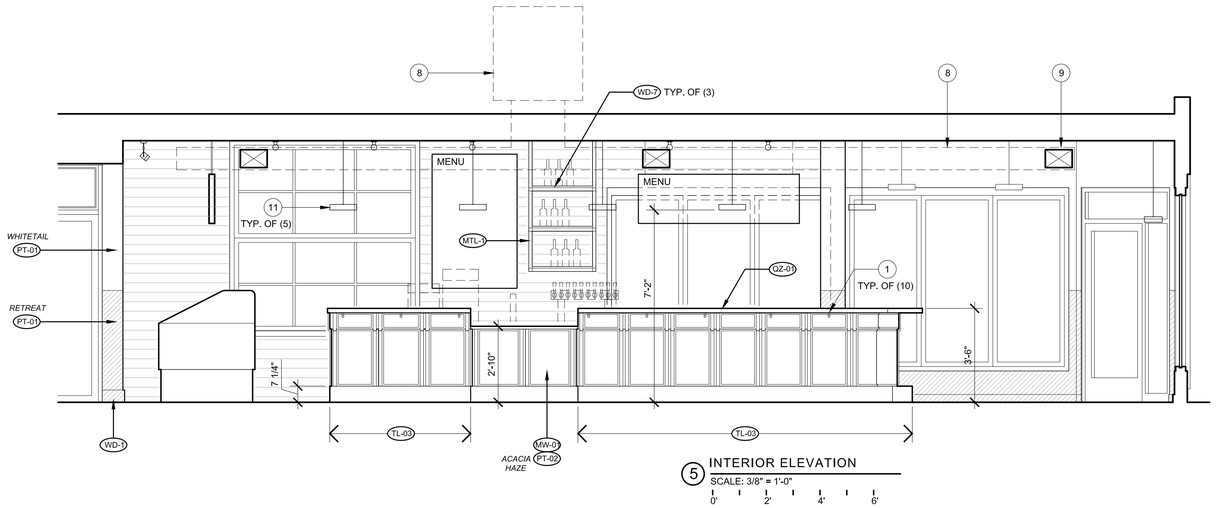

6 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"
0' 2' 4' 6'

*NOTE: DIMENSIONS @ WD TRIM AND BASEBOARDS ARE ACTUAL SIZES, NOT NOMINAL*

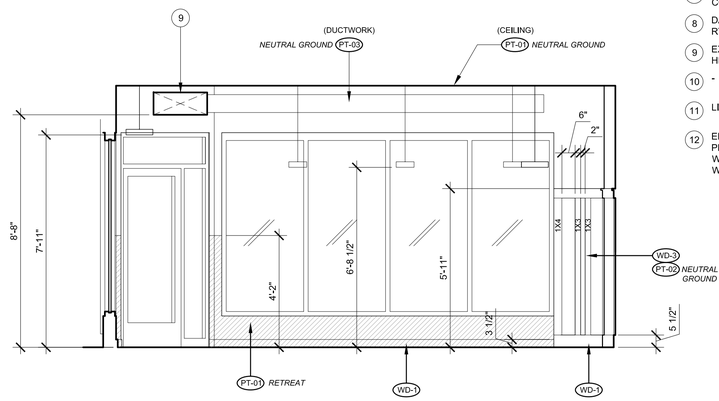



3 PARTIAL INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"
0' 2' 4' 6'

*NOTE: DIMENSIONS @ WD TRIM AND BASEBOARDS ARE ACTUAL SIZES, NOT NOMINAL*

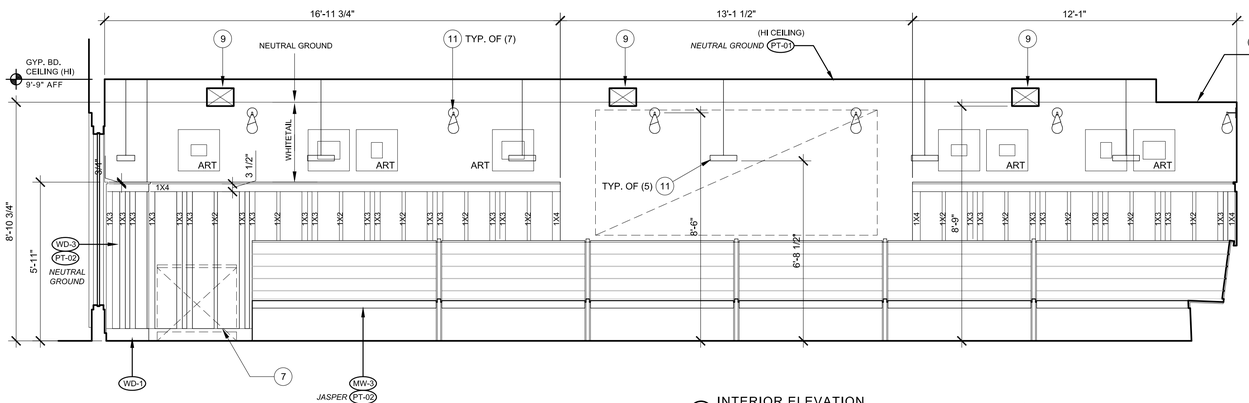



5 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"
0' 2' 4' 6'



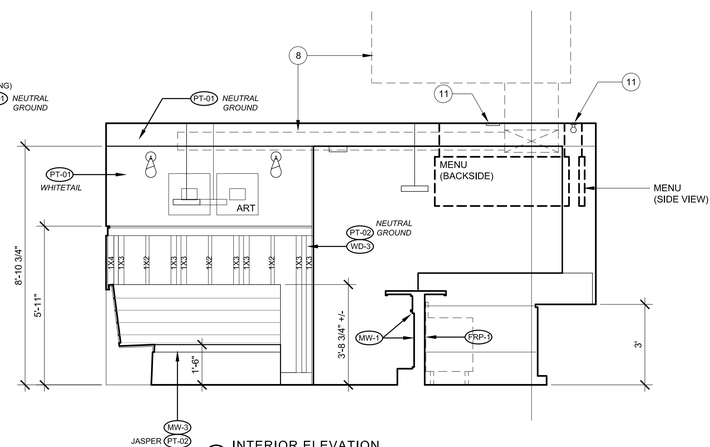

2 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"
0' 2' 4' 6'

*NOTE: DIMENSIONS @ WD TRIM AND BASEBOARDS ARE ACTUAL SIZES, NOT NOMINAL*




4 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"
0' 2' 4' 6'

*NOTE: DIMENSIONS @ WD TRIM AND BASEBOARDS ARE ACTUAL SIZES, NOT NOMINAL*




1 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"
0' 2' 4' 6'

*NOTE: DIMENSIONS @ WD TRIM AND BASEBOARDS ARE ACTUAL SIZES, NOT NOMINAL*

**GENERAL NOTES**

1. *UNLESS INDICATED OTHERWISE, ALL DIMENSIONS ARE 'NOMINAL' FROM FINISH-TO-FINISH OR 'FINISH-TO-CENTER'*
2. *REFER TO ARCHITECTURAL STANDARDS ON SHEET A001 FOR TYPICAL MOUNTING HEIGHTS OF BATHROOM FIXTURES & ACCESSORIES*
3. *CONTRACTOR SHALL PROVIDE WD. BLOCKING @ ALL LOCATIONS WHERE ARTWORK IS SHOWN & BEHIND OTHER WALL MOUNTED FIXTURES & ACCESSORIES; ARTWORK BY OWNER*
4. *PROVIDE POWER & DATA IN MILLWORK TO ALL POINT-OF-SALE (POS) LOCATIONS; & PROVIDE GROMMETS IN COUNTERTOP*
5. *COORDINATE LOCATION OF ALL ELEC. RECEPTACLES W/ EQUIPMENT SPECIFICATIONS SO THAT POWER CORDS REMAIN HIDDEN*

**KEYED NOTES**

1. PURSE HOOKS, BY OWNER
2. -
3. -
4. -
5. -
6. -
7. HIDDEN LINE INDICATES APPROX. LOCATION CONDIMENTS STATION; BY OWNER
8. DASHED LINES INDICATE APPROX. LOCATION OF RTU & EXPOSED DUCTWORK
9. EXPOSED DUCTWORK, SEE RCP; COORDINATE HEIGHT IN FIELD W/ ARCHITECT
10. -
11. LIGHT FIXTURE, REFER TO RCP
12. ELEC. OUTLET W/ PAINTABLE, MTL. WALL PLATE; PROVIDE WHITE RECEPTACLES IN LIGHT COLORED WALLS & BLACK RECEPTACLES IN DARK COLORED WALLS, TYP.

PROJECT TITLE:

# BROOKLYN PIZZA EXPANSION

Birmingham, Michigan

location
111 Henrietta St. &
195 W. Maple
Brimingham, MI 48009

contact / owner
Hani "Sam" Abdelfatah


ARCHITECT:

**D MET** design
architecture studio

Midtown Detroit
15 E. Kirby, suite 103
Detroit, MI 48202

phone
313.401.5181

contact
Joel T. Schmidt, RA
dmetdesign@gmail.com

www.dmetdesign.com


CONSULTANTS:

ISSUED FOR:

BID DOCUMENTS OCT 31, 2019

STAMP:

SHEET NAME:
INTERIOR ELEVATIONS

SHEET NO.
**A401**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BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

City Manager's Office

**DATE:** February 20, 2025

**TO:** City Commission

**FROM:** Jana L. Ecker, City Manager

**SUBJECT:** Selection of Construction Manager for the Birmingham Community and Senior Center at 400 E. Lincoln

---

INTRODUCTION:

At the January 13, 2025 City Commission meeting, City staff and Kramer presented updates on the 400 E. Lincoln project along with a draft request for proposals (RFP) for a construction manager. The City Commission directed staff to issue the RFP for a construction manager for the construction of a new building between 44,500 and 49,000 square feet in size, at a maximum cost of $32 million. The RFP was issued through MITN on January 15, 2025, with responses due by February 6, 2025. A final draft of the RFP is attached to this report.

BACKGROUND:

Ten proposals from construction management firms were received on February 6, 2025. All ten proposals were forwarded to the Ad Hoc Senior/Recreation Center Committee (SCC) for their review and evaluation at a meeting on February 20, 2025.

Prior to the SCC meeting on February 20, 2025, committee members were asked to score each proposal and submit their evaluation directly to staff for tabulation. One committee member did not evaluate the proposals given a prior relationship with one of the firms. Please find attached a spreadsheet tracking the scoring of each proposal by City staff, our owner's representative and the SCC members.

On February 20, 2025, the SCC met to discuss the proposals received and to make a recommendation to the City Commission on the selection of a construction management team. After tabulation of the scores, three proposals emerged as frontrunners, Clark Construction,

Frank Rewold & Sons and Rockford Construction. Of these top three, both Clark and Rockford submitted all required documents and details. Mr. Deming of Kramer Management Group provided an analysis of each of the proposals, and identified a deficiency in the Frank Rewold & Sons proposal, as they did not submit a signed contract as requested in the RFP.

After much discussion, the SCC voted to recommend that the top three proposals be advanced to the City Commission for interviews, subject to the City having oversight over the content and quantity of bond education materials distributed, the amount of work and funds spent prior to the bond vote, the recommendation that the selected construction manager not form an independent political action committee, and subject to Frank Rewold & Sons providing a signed contract, with no changes.

As noted in the schedule contained in the RFP, the City Commission will conduct interviews with each of the recommended construction management teams. It is recommended that each team be given 20 minutes to conduct a presentation to the City Commission on February 24, 2025, with time for questions by the City Commission and/or the public after the presentation. Each team was asked to address the following during the course of their presentations:

1. Qualifications of your firm and the proposed project personnel
    a. Team Structure w/Roles & Responsibilities
    b. Individuals experience in developing community center type facilities and pool construction
    c. It is important we hear from the individuals that will lead the project and be on project team.
    d. Expertise and knowledge of managing municipal projects with City Commission, project stakeholders and resident input.
2. Presentation of your overall workplan for the project but with detailed focus on Pre Bond work leading to an August 5th Bond vote. Please include:
    a. Approach to evaluating conceptual program to be provided by Architect
    b. Strategy for developing Schematic Cost Estimate for budget validation by April 23rd
    c. Experience in support municipal bond effort including participation in community outreach to educate the public of project
    d. Evaluation of overall construction schedule of 15 months
3. Questions and Answers with City Commission

LEGAL REVIEW:
The City Attorney and Kramer Management have reviewed all final documentation and determined that both the Clark Construction and Rockford Construction proposals meet the requirements of the RFP that was issued, and that if Frank Rewold & Sons provides a signed contract with no changes prior to the City Commission meeting, they would also meet the requirements of the RFP.

FISCAL IMPACT:
The following chart summarizes the costs of each of the recommended proposals. Please see attached spreadsheet by Kramer for a detailed breakdown of costs for all proposals submitted.

| | Pre-Bond Services | CM Fee (%) | Estimated Total Cost |
|---|---|---|---|
| **Clark Construction** | $10,671 *(will waive all pre-bond fees if bond is not passed)* | 1.95% | $1,876,675 |
| **Frank Rewold & Sons** | $32,847 | 2.30% | $1,819,370 |
| **Rockford Construction** | $27,481 *(will waive all pre-bond fees if bond is not passed)* | 1.75% | $1,792,122 |

SUSTAINABILITY:
The RFP issued requested that the selected construction management team have experience constructing LEED certified buildings, and all three recommended proposals demonstrate this experience as requested.

DESIGN CONSIDERATIONS:
The RFP for a construction manager requested that the selected firm work with the architectural and engineering design team throughout the design process, and all three recommended firms propose to do so.

PUBLIC COMMUNICATIONS:
There have been considerable public communications on this project. From the purchase of the YMCA Building in the spring of 2023 until now, the project has received media attention, attention from Next members, attention from YMCA members and attention from the general public. The City has provided the following pubic communications:

- Press releases
- E- Blasts
- Created a web page on the City's website dedicated to the project
- Promoted the project on the home page of the City's website

- Updates have been provided in all of the monthly City Manager's Reports as well as the City's Around Town E-Newsletters
- Updates have been provided in the City's summer edition of the Birmingham Beat Newsletter
- The project has been promoted on the City's social media channels including Facebook and Instagram
- Two in-person town hall meetings were held at the YMCA and Next
- The Ad Hoc Senior/Recreation Center Committee was created and has met almost weekly since its inception. All meetings were open to the public and provided an opportunity for members of the public to speak.

SUMMARY:
At this time the City Commission is asked to conduct interviews of the three construction management teams recommended by the SCC, and enter into a contract with the preferred team. After the selection of a construction management team, the selected firm will immediately begin working with Neumann Smith, City staff and our Owner's Representative (Kramer) to assist with cost estimates during the design process.

ATTACHMENTS:

- Analysis of all proposals summarized by Kramer Management Group
- Spreadsheet containing all scores submitted
- Request for Proposals issued
- Proposals submitted by Clark Construction, Frank Rewold & Sons and Rockford Construction
- Follow this link for all other proposals

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve an agreement with_____ to provide construction management services for the construction of the new Birmingham Community and Senior Center to be located at 400 E. Lincoln in an amount not to exceed $32,000,000 in cost. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101.0-656-000-811.0000.

| Design Firm (alphabetical) | Auch | CE Gleeson | Clark | Colasanti | Frank Rewold | LS Brinker | McCarthy Smith | PCI Dailey | Rockford | Sachse |
|---|---|---|---|---|---|---|---|---|---|---|
| **Criteria 1: Specific Project Experience (25 pts)** | 20 | 15 | 23 | 18 | 24 | 12 | 19 | 16 | 23 | 19 |
| Demonstrated expertise and experience in municipal government facilities including pool const | y | n | y | y | y | 0 | y | 0 | y | y |
| Identify experience in utilizing an integrated design approach | y | n | y | y | y | y | y | n | y | y |
| Identify experience in supporting municipalities in public bond voting | y | n | y | y | y | n | y | y | y | n |
| Respondent must list and describe a minimum of five (5) projects | 6 | 7 | 5 | 5 | 15 | 8 | 5 | 6 | 6 | 5 |
| No. of Relevant Projects - Nature - Senior/Comm Rec | 1 | 1 | 2 | 1 | 5 | 0 | 0 | 1 | 4 | 3 |
| No. of Relevant Projects - Size - 49k SF | 4 | 3 | 5 | 5 | 5 | 1 | 4 | 3 | 5 | 1 |
| No. of Relevant Projects - Scope -New | 3 | 6 | 5 | 3 | 5 | 4 | 5 | 4 | 6 | 5 |
| Project Budget Initial/Final/Variance | y | n | n | n | y | n | n | y | y | n |
| Proposed Team Members on projects identified | y | n | y | y | y | n | n | n | y | y |
| Contacts for Owner/AE Reference | y | n | y | y | 0 | y | y | y | y | y |
| **Criteria 2: Proposed Project Team (25 pts)** | 19 | 20 | 18 | 17 | 20 | 15 | 18 | 17 | 20 | 17 |
| Provides description of team that will be responsible key members | y | y | y | y | y | y | y | y | y | y |
| Resumes of key members | y | y | y | y | y | y | y | y | y | y |
| Organizational chart | y | y | y | y | y | y | y | n | y | n |
| Matrix of team members and projects identified | y | n | y | n | y | y | y | n | y | n |
| Team availibilty for project schedule | y | y | y | y | y | n | n | n | y | y |
| **Criteria 3: Construction Management Work Plan (25 pts)** | 23 | 15 | 24 | 22 | 22 | 15 | 19 | 16 | 23 | 21 |
| Provide detailed work plan for the delivery of project | y | y | y | y | y | y | y | y | y | y |
| Demonstrate approach in support of bond vote | y | n | y | y | y | y | y | n | y | y |
| Demonstrate influence of design with cost information | y | y | y | y | y | y | y | y | y | y |
| Provide high level schedule | y | n | y | y | y | y | y | y | y | y |
| Techniques to address economic & supply chain issues | y | n | y | y | y | y | y | y | y | y |
| Process to get trade contractor interest | y | n | y | y | y | y | y | y | y | y |
| **Criteria 4: Financial Proposal (25 pts)** | 20 | 17 | 24 | 18 | 22 | 18 | 20 | 16 | 24 | 20 |
| Fixed price fee to provide all CM Services | y | y | y | y | y | y | y | y | y | 0 |
| Pre Bond Services | y | y | y | y | y | y | y | y | y | 0 |
| Pre Construction Services | y | y | y | y | y | y | y | y | y | 0 |
| CM Services | y | y | y | y | y | y | y | y | y | 0 |
| CM Reimbursables | y | y | y | y | y | y | y | y | y | 0 |
| CM Fee | y | y | y | y | y | y | y | y | y | 0 |
| CM Expenses (Bonds/Insurance/Sub Default) | y | y | y | y | y | y | y | y | y | 0 |
| **Criteria Totals** | **82** | **67** | **89** | **75** | **88** | **60** | **76** | **65** | **90** | **77** |
| Contract Signed | N | Y | Y | Y, with edits | N | N | N | N | Y | Y |
| Labor Rates Provided | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| **Fee Breakdown** | $ - | | | | | | | | | |
| Pre Bond Services | $ 41,392 | $ 21,600 | $ 10,671 | $ 91,488 | $ 32,847 | $ 8,772 | $ 36,000 | $ 15,000 | $ 27,481 | $ 21,044 |
| PreConstruction Services | $ 60,726 | $ 48,000 | $ 25,775 | $ 194,096 | $ 57,168 | $ 91,542 | $ 73,000 | $ 48,800 | $ 44,998 | $ 54,148 |
| PreConstruction Reimb | $ - | $ 500 | $ - | $ - | $ - | $ - | $ - | $ 1,200 | $ 750 | $ - |
| CM Labor Costs | $ 751,980 | $ 598,234 | $ 680,120 | $ 835,410 | $ 651,721 | $ 1,082,378 | $ 829,000 | $ 2,214,390 | $ 580,860 | $ 835,100 |
| CM GC's | $ 76,200 | $ 87,531 | $ 29,975 | $ 100,425 | $ 43,500 | $ 129,175 | $ 90,000 | $ 23,500 | $ 113,500 | $ 66,835 |
| **Subtotal** | $ 930,298 | $ 755,865 | $ 746,541 | $ 1,221,419 | $ 785,236 | $ 1,311,867 | $ 1,028,000 | $ 2,302,890 | $ 767,588 | $ 977,127 |
| CM Fee (%) | 2.75% | 2.95% | 1.95% | 2.00% | 2.30% | 2.00% | 2.40% | 2.35% | 1.75% | 2.75% |
| CM Fee ($24M) | $ 660,000 | $ 708,000 | $ 468,000 | $ 480,000 | $ 552,000 | $ 480,000 | $ 576,000 | $ 564,000 | $ 420,000 | $ 660,000 |
| **Subtotal** | $ 660,000.00 | $ 708,000.00 | $ 468,000.00 | $ 480,000.00 | $ 552,000.00 | $ 480,000.00 | $ 576,000.00 | $ 564,000.00 | $ 420,000.00 | $ 660,000.00 |
| **CM Expenses** | | | | | | | | | | |
| Bond | 1.00% | 0.85% | 0.60% | 1.00% | 1.05% | 1.00% | 0.76% | 0.90% | 0.61% | 1.00% |
| Insurance | 0.60% | 0.65% | 0.75% | 0.72% | 0.80% | 1.35% | 0.46% | 0.85% | 0.75% | 0.90% |
| Builder's Risk | $ 38,134 | $ 26,000 | $ 38,134 | $ 38,134 | $ 38,134 | $ 38,134 | $ 38,134 | $ 38,134 | $ 38,134 | $ 38,134 |
| Subcontractor Default | 0.0% | 1.2% | 1.3% | 0.0% | 0.0% | 1.3% | 1.0% | 0.0% | 1.0% | 0.0% |
| **Subtotal** | $ 422,134 | $ 674,000 | $ 662,134 | $ 449,734 | $ 482,134 | $ 902,134 | $ 559,654 | $ 458,134 | $ 604,534 | $ 494,134 |
| **Est Grand Total** | **$ 2,012,432** | **$ 2,137,865** | **$ 1,876,675** | **$ 2,151,153** | **$ 1,819,370** | **$ 2,694,001** | **$ 2,163,654** | **$ 3,325,024** | **$ 1,792,122** | **$ 2,131,261** |
| Requested Commitment Comparison to Low Bid | $ 32,620 | $ 12,828 | $ 1,899 | $ 82,716 | $ 24,075 | Low | $ 27,228 | $ 6,228 | $ 18,709 | $ 12,272 |
| Comparison of Est Grand Total to | $ 220,310 | $ 345,743 | $ 84,553 | $ 359,031 | $ 27,248 | $ 901,879 | $ 371,532 | $ 1,532,902 | Low | $ 339,139 |

| Reviewer | Auch Construction | C.E. Gleeson | Clark Construction | Colasanti Const. | Frank Rewold | L.S. Brinker | McCarthy & Smith | PCI-Dailey | Rockford Const. | Sachse Const. |
|---|---|---|---|---|---|---|---|---|---|---|
| **Staff Committee** | | | | | | | | | | |
| Jana Ecker | 76 | 81 | 99 | 69 | 84 | 76 | 73 | 68 | 93 | 76 |
| Melissa Fairbairn | 74 | 63 | 90 | 72 | 84 | 63 | 64 | 65 | 87 | 70 |
| Mark Clemence | 83 | 78 | 98 | 75 | 90 | 76 | 86 | 79 | 88 | 86 |
| Building Division | 85 | 70 | 100 | 60 | 90 | 65 | 70 | 50 | 95 | 85 |
| Brian Deming | 82 | 67 | 89 | 75 | 88 | 60 | 76 | 65 | 90 | 77 |
| **TOTAL:** | **400** | **359** | **476** | **351** | **436** | **340** | **369** | **327** | **453** | **394** |
| | | | | | | | | | | |
| **Ad Hoc Senior/Recreation Center Committee** | | | | | | | | | | |
| Dan Share | 92 | 84 | 92 | 78 | 95 | 80 | 87 | 84 | 95 | 81 |
| Clinton Baller | | | | | | | | | | |
| Anthony Long | 97 | 97 | 100 | 73 | 89 | 87 | 85 | 79 | 96 | 91 |
| Cris Braun | 95 | 85 | 97 | 80 | 95 | 85 | 85 | 75 | 100 | 95 |
| Kelly Stubbe | 79 | 65 | 78 | 78 | 85 | 90 | 67 | 74 | 87 | 93 |
| Pam Graham | 75 | 70 | 95 | 70 | 85 | 45 | 65 | 45 | 75 | 65 |
| Jason Emerine | | | | | | | | | | |
| Bert Koseck | | | | | | | | | | |
| **TOTAL:** | **438** | **401** | **462** | **379** | **449** | **387** | **389** | **357** | **453** | **425** |
| | | | | | | | | | | |
| **AVERAGE:** | **419** | **380** | **469** | **365** | **443** | **363.5** | **379** | **342** | **453** | **409.5** |

**REQUEST FOR PROPOSAL CONSTRUCTION MANAGEMENT SERVICES FOR BIRMINGHAM SENIOR/RECREATION CENTER**

Sealed proposals endorsed **"Construction Management Services for Birmingham Senior/Recreation Center"**, will be received at Birmingham City Hall, ATTN: City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **Thursday, February 6, 2025 at 10:00 am EST** after which time proposals will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed proposals from Construction Management firms for support of the demolition of the existing Birmingham YMCA building and the construction of a new senior/recreation center building on the site. The project must be performed in accordance with the specifications contained in the Request for Proposal ("RFP").

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

| | |
|---|---|
| **Submitted to Qualified Bidders:** | **Wednesday, January 15, 2025** |
| **Deadline for Submissions:** | **Thursday, February 6, 2025 at 10:00 am EST** |
| **Birmingham Contact Person:** | Jana Ecker, City Manager<br>151 Martin Street<br>Birmingham, MI 48009<br>Phone: 248-530-1811<br>Email: jecker@bhamgov.org |

**REQUEST FOR PROPOSAL**
**CONSTRUCTION MANAGEMENT SERVICES FOR BIRMINGHAM**
**SENIOR/RECREATION CENTER**

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## INTRODUCTION

For the purpose of this request for proposal, the City of Birmingham will hereby be referred to as "the City" and the private firm or person(s) responding will hereby be referred to as "Contractor." The City is accepting sealed proposals to provide Construction Management Services for the redevelopment of existing property located at 400 East Lincoln in the City of Birmingham, referred to as "the Project". This work must be performed as specified, in accordance with the specifications and the compressed timeline contained in this Request for Proposal ("RFP").

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation.

## PROJECT BACKGROUND

The City of Birmingham purchased the Birmingham YMCA building, located at 400 East Lincoln, Birmingham, MI in June 2023. The City purchased the building as a permanent home for Next, a 501(c)(3) organization that provides senior services to residents of Birmingham, Bingham Farms, Beverly Hills, and Franklin. Also contemplated in the purchase was the additional space that would not be used by Next would allow for the current YMCA to continue to have a presence in the building and/or other public use, such as community or recreational uses and/or office space for City Parks and Recreation personnel. The goal is to provide a new home for Next and the YMCA in a new building at 400 East Lincoln by March 2027.

The Project property is located immediately north of the City owned St. James Park and an existing public parking lot, and is surrounded by single family residential, multi-family residential and small scale commercial buildings. All future construction and improvements to the site should be compatible with the surrounding neighborhood and integrated with St. James Park. The Project property contains approximately 1.52 acres, and is currently zoned PP, Public Property.

The City, through a previous RFP, contracted with an architectural firm, NORR, LLC to conduct a needs assessment of the existing building, develop a preliminary space program and provide conceptual design alternatives with estimates. The City also formed an Ad Hoc Senior/Recreation Committee to assist City Staff and the City Commission to formalize a plan moving forward on the Project. The needs assessment assisted the City Commission with the decision to demolish the existing building and to build a new facility. Previous reports, studies and the conceptual design alternatives reviewed by the City are included in the attachments to this RFP.

The City contracted with a professional owner's representative, Kramer Management Group, to serve as an extension of the City to protect the City's interests throughout the development process. The owner's representative will oversee and coordinate all phases of the project to ensure that the project is completed on time and within budget. The owner's representative will

also provide ongoing communication between the City and hired consultants, project managers, and/or construction managers and assist with resolution of any issues that arise. The City Commission will provide final approval on all design and construction plans.

The City has contracted with Architectural/Engineering Firm, Neumann/Smith Architecture, to develop design and construction documents for estimating, planning and bidding by this Contractor.

**PROJECT VISION, GOALS & OBJECTIVES**

The City has adopted a vison statement for the Project:

Vision Statement:

Create a welcoming and dynamic hub where all the members of the community can gather in an environment that promotes socialization, physical activity and lifelong learning that enhance both personal and community wellness.

The City has adopted the following goals and objectives for the Project:

Goals:

1. Develop a plan for an open, welcoming, adaptable active senior/community facility with flexibility for current and future uses.
2. Integrate the design and use of the senior/community center with St. James Park.
3. Ensure safe and accessible design of the building(s) and site for users of all ages and abilities.
4. Incorporate sustainable concepts, design and materials, when practical, to reduce environmental impact.
5. Complete design and construction of a new facility and site on time and within the established budget.

Objectives:

1. Create a permanent home for Next.
2. Support Next in providing a wide range of programs and services.
3. Provide community gathering spaces (indoors and outdoors).
4. Provide a facility that promotes the provision of health, fitness, and recreation programming for the community.
5. Design a facility that encourages social interaction and emotional enrichment for the community.
6. Design a facility that promotes multigenerational programming opportunities and lifelong learning.

The adopted vision statement will guide the Contractor in preparing final design and construction plans for the Project.

## REQUEST FOR PROPOSAL PROCESS

The selected Contractor will provide construction management services to actively participate in the process, lending their expertise in construction estimating and market knowledge to help the team optimize the project for the City and ultimately manage construction of a senior/recreation center. The selected firm will work closely with City staff, the Ad Hoc Senior/Recreation Center Committee, Owner's Representative, Architect Engineer, the Planning Board and the City Commission to construct the building. The Contractor will be required to meet with City staff and attend board and City Commission meetings in person when the Project is on the agenda for Construction. Upon acceptance of Guaranteed Maximum Price (GMP) by the City Commission and issuance of a building permit, the selected Contractor will perform construction management services working closely with the City of Birmingham and the City's Owner Representative until the completed building has received a Certificate of Occupancy and the warranty process is completed.

Questions are to be directed to Jana Ecker by email to jecker@bhamgov.org by **Thursday, January 23, 2025**. Responses will be provided to all bidders on Monday, January 27, 2024.

**All proposal responses must be received by the City Clerk no later than February 6, 2025 at 10:00 a.m. EST.** Submission requirements and guidelines are detailed below.

## SCOPE OF WORK

The Contractor selected under this RFP shall be considered as the Construction Manager for the project throughout all phases of design and construction. Generally, the scope of the CM services will ultimately include all Pre-Construction, Construction, Commissioning, and Close-out responsibilities for the completion of the Project in its entirety, including but not limited to the scope of services outlined in the Agreement, and the general elements summarized below.

The Construction Manager will be engaged initially for validation and refinement of initial Programming, Master Planning, Conceptual Design, Building System Narratives, Preliminary Site Plan Development, Schematic Design and Schematic Cost Estimate to establish the project budget for all program elements. It is critical the estimate can be prepared in accordance with schedule. This work is identified as Pre Bond Services and is to support effort of review for the City Commission and education for public in support of bond vote. Contract will only be issued for value of Pre Bond Services. With a successful bond the vote the balance of contract will be added as a "Change Order" consistent with the RFP response.

After a successful bond vote, as part of the Basic Services, the CM shall provide full construction management services for the project including:

- Building Structure, Architecture, Enclosure, Mechanical, Plumbing, Electrical, Security Systems, IT/Low Voltage Systems, Plumbing, and Landscaping for Senior Recreation Building Site.
- Connection to underground and overhead utilities, and adjacent parking lots, and sidewalks
- Perform LEED coordination to assist in ensuring the project is ultimately certified as LEED Silver

Generally, the scope of the Contractor's services required in this proposal shall include all construction management services required to construct project. Expectations of required deliverables are outlined in Attachment B.

The project will be designed to meet at least LEED Silver certification from the United States Green Building Council (USGBC) and use creative approaches to minimize environmental impacts, including stormwater mitigation and alternative energy options.

The City of Birmingham will engage any commissioning, 3rd party testing, and quality assurance service providers directly. The Contractor will be responsible for coordinating effort with, but not services of, such vendors.

## REQUIREMENTS FOR PROPOSAL

Contractor shall carefully read the information contained in the following criteria and submit a response to all questions in this section, formatted as directed in the Format for Proposal section below. Provide the following information in A3 Format:

### 1. Criteria 1: Specific Project Experience

a. Demonstrated expertise and experience in municipal government facilities including pool construction. Identify experience in utilizing an integrated design approach. Identify experience in supporting municipalities in public bond voting.

b. Respondent must list and describe a minimum of five (5) projects demonstrating the Respondent's past experience for providing Construction Management Services on projects similar in size and composition to the proposed Senior Recreation Center.

c. Provide the following information for each project listed:

- Project name and Owner's name and Point of Contact/Reference.
- Construction Type (New and/or Renovation) and Contract delivery method (GC, CM at Risk, Design/Build etc.).
- Architect/Engineer of Record and Point of Contact/Reference.
- Project Size (number of square feet, separate new from renovation).
- Technical Scope of Services provided for the Project.
- Duration of Construction Phase from Mobilization to Substantial Completion.
- Project Budget (Initial Budget, Final Budget, % Variance).
- Identify proposed team members who worked on these projects and their specific roles.
- Relevance of experience to this Project.

### 2. Criteria 2: Proposed Project Team

a. Provide the Key Personnel you propose for this project, including principal or project executive, project manager, superintendent, project engineer(s), and preconstruction staff. Additional A3s may be attached with concise resumes for the proposed team members. Describe in detail the recent relevant experience of each team member related to the projects provided in Criteria 1 that make them ideal

candidates for the project. Project team members shall have expertise in Municipal Facilities, and projects that utilized LEAN and Sustainable techniques.

b. Provide a staffing organizational chart outlining the authority and communication lines between them.
c. List representative projects and the role of the Key Personnel.
d. Provide a matrix of the Projects in Section 1 and the staff proposed in this Criteria.
e. Clearly state team availability to meet defined Project schedule requirements.

**3. Criteria 3: Construction Management Work Plan**

a. The Owner desires to execute this project as efficiently as possible and with a focus on the early Integration of all Project Team Members with the goal to achieve operational excellence in LEAN process improvement.
b. In particular, demonstrate your approach to supporting the City and design partner in bond vote effort.
c. Describe your firm's approach to preconstruction phase services, construction phase services, and trade contract procurement, including utilization of any design assist partners and early trade involvement.
d. Demonstrate your ability to collaboratively influence the design of the project through accurate and timely cost information, not only at structured cost estimate milestones.
e. Provide an outline of how you will implement Lean principles on this project during the planning, design, and construction phase. Include examples of past implementations and include any innovative technology or techniques your firm intends to utilize on this project.
f. Provide a high-level design and construction schedule showing milestones when information is needed from the Owner.
g. Identify techniques you are using to address the current economic and supply chain volatility while delivering transformative buildings per schedule and on budget.
h. Describe your process for developing and ensuring trade contractor interest within the current competitive market.

**4. Criteria 4: Financial Proposal**

a. Using the level of effort work plan provided, (Exhibit "C"), indicate proposed fees to complete the work as defined on the worksheet. Include billing rates for all personnel who will work on this project along with estimated hours for each and breakdown of General Conditions for construction. Submit as PDF of provided spreadsheet.
b. Lump Sum Value for Schematic (Pre-Bond) Design Phase Services.
c. Pre-Construction Services and Allowable Reimbursable Expenses (see below). Pre-Construction Services will be provided during the balance of the design (Design Development through Construction Documents).

d. Guaranteed Maximum Price for Bidding and Construction phase CM Labor and typical office/staff General Conditions. General Conditions shall be limited to only those costs required to perform Construction Management Services including all temporary office facilities, supplies, portable toilets for CM staff, and any other costs related to providing the construction management services outlined in the Agreement. All other trade-related General Conditions/General Requirements shall be competitively bid through purchase orders or trade contracts and considered as a Cost of the Work.
e. Construction Manager's Fee communicated as a percentage of the Cost of the Work based on an approximate construction cost of $24M.
f. Proposed cost for CM performance, labor, and material bonds communicated as a percentage of the estimated Cost of the Work, if required.
g. Proposed cost for all CM required insurances as outlined in the Agreement communicated as a percentage of the estimated Cost of the Work. This includes but is not limited to General Liability, Workers Compensation, Professional Liability, Pollution Liability, and any temporary facility rental insurance.
h. If a third-party subcontract default insurance is proposed, provide such cost as an itemized line item in this section. Otherwise clarify how subcontract risk management is captured in the total project cost.
i. Provide a proposed cost for Builder's All Risk policy for the entire project. Describe the responsibility of payment for the deductible in the event of a claim.
j. Provide the breakdown of all staffing positions and related hourly billable costs in the electronic form included with this RFP for the Project Initiation Phase, the pre-construction phase, and construction phase of the project, along with the associated reimbursable General Conditions expenses. Provide the response in both printed and electronic form. Be certain to include and identify staffing positions and related hourly billable costs for Project Closeout. Hourly rates should include all equipment required by the individual (i.e. cell phone, laptop, vehicles (if applicable), subsistence (if applicable), technology software/fees, etc). Identify any costs not included in the hourly rates for staff.
k. Specify whether the fee covers all services outlined in this RFP. Proposals should list any items excluded from the services proposed. Proposals should also list those services that should be made a part of this scope of work but were not requested by the City. In the latter case, provide a proposed fee(s) for those services.
l. Identify a line item for estimated reimbursable expenses that are to be included in the total project cost. List and define any other assumed fees, including specialty consultants. Total ALL expenses and hours for the project. The City will not be responsible for math errors made by the vendor.

**Potentially Acceptable Reimbursables**

a. The hourly rates, unit prices, or lump sum amounts include all costs associated with the project, unless pre-approved by the City. The City has established limits on acceptable reimbursables from professional service consultants. Without regard to

the consultant's policies and practices, the City will accept as reimbursable costs only items pre-approved by the City. Approved reimbursables will be paid at actual costs, with no markup or multiplier. Respondents should consider these restrictions in preparing their responses.

**Unacceptable Reimbursables**

a. Costs beyond those identified above as potentially acceptable reimbursables (pending pre-approval) are prohibited for reimbursement and are included in the labor or unit price rates. Examples of unacceptable reimbursable costs include, but are not limited to:
    i. Vehicle charges, vehicle rentals, or per diem rates
    ii. Transportation to or from the consultant's office and the City
    iii. Parking at the City
    iv. Telephone, computer, printing, software, license fees, and internet service
    v. Shipping or handling fees

## FORMAT FOR PROPOSAL

The City is using A3's for succinct decision making. The document allows more concise communication of the requested information. Respondents have the discretion to organize the information for each of the criteria on the A3's in the best manner to demonstrate their qualifications, provided it responds to all data requested.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this RFP. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions in the order presented. Incomplete proposals will be considered non-responsive and subject to rejection. All proposals and accompanying information submitted in response to this RFP shall become the property of the City.

## SELECTION PROCESS

Following a review of the proposals submitted in response to the RFP, the City may establish a list of Contractors that will be extended an invitation to participate in an interview with the Ad Hoc Senior/Recreation Committee and/or the City Commission to discuss their suitability for the Project. The agreement included as Attachment D is the required agreement that will be used between the City and the Contractor selected under the RFP and must be signed and submitted with proposal. Failure to return a signed agreement will be deemed a non-response to the 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 Contractors, or to allow corrections of errors or omissions. At the discretion of the City, firms or persons submitting proposals may be requested to make public presentations as part of the evaluation process.

## EVALUATION CRITERIA

The City will utilize the following criteria to evaluate each Contractor's proposal:

| Selection Criteria | Score |
|---|---|
| Criteria 1: Specific Experience with projects of similar nature, size and scope | 25 |
| Criteria 2: Proposed Project Team, Organization and Structure | 25 |
| Criteria 3: Construction Management Work Plan | 25 |
| Criteria 4: Financial Proposal | 25 |
| **Available Scoring Points in Total:** | 100 |

**PROJECT SCHEDULE**

The overall Project schedule consists of a standard design, bid, and construction process ultimately resulting in anticipated occupancy in May 2027. Schematic design effort currently under way to finalize program and inform public prior to August 2025 bond vote. Based on successful bond vote design to continue with construction documents complete by end of December 2025. Construction is scheduled to start in February 2026 with substantial completion by May 2027.

Please see Attachment E for the proposed timeline for the Project. The proposed selection schedule for Contractors is as follows:

| Anticipated Submittal & Review Process | Target Date |
|---|---|
| Request for Proposals to Bidders | Jan. 15, 2025 |
| Questions from Bidders | Jan. 23, 2025 |
| Submittal date for RFP | Feb. 6, 2025 |
| City Commission Interviews of Contractors | Feb. 24, 2025 |
| Award of Contract | Feb. 24, 2025 |
| Schematic Design (SD) | Dec. 9 – Apr. 4, 2025 |
| Schematic Design Budget Estimate | Apr. 23, 2025 |
| SD Review and City Commission Approval | April 23 – May 19, 2025 |
| Public Education on Bond Proposal | May 20 – Aug. 4, 2025 |
| Design Development (DD) | Aug. 6 – Oct. 1, 2025 |
| DD Review and City Commission Approval | Oct. 2 – Oct. 27, 2025 |
| Construction Plans Completed for Bidding | Oct. 28 – Dec. 18, 2025 |
| CD Review and Final City Commission Approval | Dec. 19 – Jan. 12, 2026 |
| Construction Procurement | Jan. 13 – Feb. 5, 2026 |
| Construction Manager present GMP for Approval | February 18, 2026 |
| Construction (12-15 Months) | Feb. 2026 – Feb. 2027(May 2027) |
| Building Turnover | May 31, 2027 |

**TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received at any time during this process, waive informalities, or accept any qualifications in whole or in part, it deems best.
2. The City makes no representations of any kind that an award will be made as a result of this RFP, or subsequent RFPs.
3. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
4. Any response may be withdrawn up until the date and time set above for the submission and opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the services set forth in accordance with the specifications outlined in this RFP.
5. The Contractor will not exceed the timelines established for the completion of this Project.
6. 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.

**SUBMISSION PROCEDURE**

Three (3) hard copies and one (1) PDF copy on a thumb drive of the proposal shall be submitted no later than 10:00 a.m., on February 6, 2025 to:

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

Submittals should be firmly sealed in an envelope, which shall be clearly marked on the outside, "Request for Proposal – Senior/Recreation Center Project". 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 submittal provided each proposal meets the functional requirements of this RFP.

**Submittal must include proposal and signed copies of Attachment C, Fee Proposal and Attachment D, Birmingham Senior/Recreation Center Construction Management Agreement.**

Each respondent shall include in their submittal the following information: Firm name, address, city, state, zip code, telephone number, fax number and website address. 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.

The City of Birmingham reserves the right, at its sole discretion, to reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; to waive minor

irregularities and informalities of a submittal; or to cancel, revise, or extend this solicitation. This RFP does not obligate the City of Birmingham to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

# ATTACHMENT A:
# Reference Materials

TBD based on Work of AE

**ATTACHMENT B:**
**Construction Management Services**

**The CM shall provide various preconstruction services, leading to the development of an acceptable Guaranteed Maximum Price (GMP) up to maximum of $24 Million and shall furnish all labor, materials, equipment, project management and construction superintendent services to construct the Work.**

**The City intends that the relationship between the CM, Design Professional, Owner Representative and City staff function in the spirit of mutual cooperation and respect in order to promote efficiency and cooperation between all parties.**

For further clarification of the General Responsibilities described in Scope of Work in the RFP, and the Agreement, the following items have been identified to describe in more detail the required Scope of Work for the CM. They shall not be interpreted to be inclusive of all services or obligations of the CM and are meant to augment and clarify the services required in the Agreement and in keeping with the Standard of Care expected of professional Construction Managers. No other construction service provider shall be retained by the Owner for the Work and as such the CM shall be responsible for all work required to complete the Project as intended. The CM shall be responsible for all Planning, Procurement and Construction Work required, complying with the Contract Documents and the Agreement, other than for those responsibilities specifically excluded or noted as to be provided by others. All CM costs to complete the project must be provided in the Financial Proposal.

The Architect and CM selected for this project will be required to produce the following **Schematic Design Phase** deliverables as part of their scope of work for the project: For Context: The goal of the Schematic Design Phase is for the project team (Architect and Construction Manager) to develop a schematic design and milestone schedule for the Project, and based on such schematic design and milestone schedule, the budget for the Project. The schematic design prepared by the Architect and approved by the Owner is referred to herein as the "Schematic Design". The milestone schedule prepared by the Construction Manager and approved by the Owner is referred to herein as the "Milestone Schedule", and the budget prepared by the Construction Manager and approved by the Owner is referred to herein as the "Project Budget".

**Pre-Bond Phase Responsibilities:**

1. Attend test fit and conceptual design meetings to gain familiarity with the project. Construction Manager's representatives should be able to advise the owner and designer on cost, constructability, phasing and other construction related items.
2. Provide a Schematic Design Estimate and anticipated project schedule prior to seeking approval from the City Commission.
3. Support City and Architect in public bond education including attending public outreach meetings.

**Pre-Construction Phase Responsibilities:**

1. Provide all pre-construction phase services commencing with Design Development. Provide detailed cost estimates at the completion of Design Development.
2. Perform constructability reviews and provide comments and recommendations as design develops. Provide pricing and evaluation of design and construction options as necessary to allow the owner and designer to make informed choices to meet the design and budgetary needs of the project.

3. Provide insight into construction market trends and analysis of the industry climate. This analysis will assist team with incorporating this knowledge into the design.
4. Provide assistance with commissioning planning to optimize the performance of the building systems.
5. Perform additional cost estimates and value analysis/value engineering services including life cycle cost analysis necessary to ensure the Owner can make well informed design decisions in keeping with the Owner's approved budget.
6. Provide detailed cash flow summaries as may be required for Owner's financial planning.
7. Provide a procurement plan that identifies any required early purchase items to avoid possible delays in sequencing or construction.
8. Coordinate with the local municipalities and utility providers for extensions and expansions for water, electric, steam, sewer and gas. Coordinate with the Owner's fiber and telecommunications vendors for any rough in required for all such services on site and provide such rough in as part of the Work. Attend meetings and coordinate with each Utility or Service Provider on the scope and schedule of all utility work required to complete the project in accordance with the CM's schedule. Include the costs of any such work in all preconstruction cost estimates, and update costs to date and pending changes throughout all phases of the project.
9. Receive final technical specifications and construction documents from Architect and prepare bid packages for procurement of all equipment, labor and services required for a complete project. All bid packages must be established to allow for the maximum competitive benefit to the Owner. Where possible, create bid packages appropriate to allow for involvement of locally available trade contractors and labor. Manage procurement responsibilities in accordance with the requirements of the Owner. Where Design Assist (i.e. Steel, HVAC, Plumbing, Electrical) trade contracts are recommended, provide the Owner with justification for such recommendation in sufficient time to review and authorize such action.
10. Complete all Prequalification of bidders for the project.
11. Provide proposed trade contractor bidders lists to Owner prior to release of bid packages. Actively recruit and solicit qualified bidders to ensure that no less than 3 bids are received for each solicited category.
12. Procure Design/Build trade contracts for select items of work as specified in the Contract Documents such as for Fire Protection Systems.
13. Work with the Architect to develop project specific Division 00 and Division 01 front-end specifications and scope of work assignments for all subcontracted work, and submit to Owner and Architect for review, comment and approval prior to issuing for bids. Provide all trade contract bidding scope of work assignments to Owner at least 2 weeks prior to release for review and approval.
14. Prepare and maintain a comprehensive total project budget (with maximum of $32 Million) including Owner direct costs related to the Project in a format accessible by the Owner. Report must include all costs incurred to date, along with all projected costs to complete, including pending changes. Provide updates monthly.
15. Provide and Maintain schedules. Provide updates on a Monthly basis.
16. Permits- include all permits including but not limited to building, domestic water, etc. Provide for the costs of all permits in estimates and provide payment for all permits as a reimbursable expense under the Agreement. Manage the timeline for submittal of all

permit documents and coordinate with Owner and Architect for delivery of all required submittal documents as required to support the project schedule.

**Construction and Contract Management**

1. Provide overall management and control of the entire Project Site including all perimeter security and site logistics as required. Include management of any off-site parking, offices, and/or material storage locations.
2. Attend design meetings to gain familiarity with the project. The Construction Manager's representatives should be able to advise the owner and designer on cost, constructability, phasing and other construction related items as an integrated member of the project delivery team.
3. Provide detailed cost estimates at the completion of Construction Document phase of the project, and reconcile all budget discrepancies prior to advancement to each subsequent phase with the Owner and Architect. Prior to bidding any trade contract scope of work, present the estimate for such bid category to the Owner for use in the subsequent evaluation of bids. Estimate to be structured in accordance to the ASTM Uniformat II Standard Classification for Building Elements and Related Sitework.
4. Provide full-time, on-site project manager(s), superintendent(s) and/or project engineer(s) for coordination and supervision of the construction project. Retain same persons for duration of the project unless otherwise approved by the owner.
5. Provide additional support personnel such as site administrative assistants, safety managers, scheduler, accountants, senior project management, technology support, etc, as needed for the successful management of the project.
6. Provide active day-to-day management of logistics, subcontractor coordination and dispute resolution, early problem identification and intervention, security, materials storage and staging, and other site issues typically managed by a traditional general contractor.
7. The Construction Manager shall take, transcribe and promptly distribute to all parties, including the City staff, minutes of progress meetings with the Trade Contractors, weekly job meetings and monthly management meetings, within 72 hours.
    a. Conduct weekly trade contractor coordination meetings and publish meeting minutes for the meetings.
    b. Conduct bi-weekly Owner, Architect, Contractor meetings and publish meeting minutes for the meetings.
8. Coordinate the receipt, handling, storage, and installation of the Owner's Furnished Equipment, and typical FFE items. Coordinate all site logistics, scheduled delivery, and other related tasks required for the proper handling of such items. Coordinate with Owner's representatives for all FFE and Technology items. Deliveries that require the use of the Owner's loading dock and/or elevators must be coordinated in advance. Delivery routes through the occupied facility must be confirmed prior to arrival.
9. Manage the erection and installation and start up and commissioning of all equipment and systems as required.
10. The Construction Manager shall provide and maintain a correct layout of the structures and monitor the Work to verify that all lines and levels are adhered to by the Trade Contractors. The Construction Manager shall immediately report in writing all discrepancies with respect to design details for prompt disposition by the Design Professional.

11. Temporary construction facilities and services including interior security measures.
12. Always maintain site and facilities in a clean and orderly state in accordance with City ordinances.
13. Provide all equipment, tools, construction materials and craft labor until all testing is complete.
14. Provide site specific safety plan for the project and provide a designated Safety Officer for the Project. Provide notification to Owner of all safety incidents and provide copy of all reports to owner within two days of submitting reports pursuant to MIOSHA requirements.
15. Maintain as-built documentation of all systems monthly and provide final copy at completion of the Project.
16. Coordinate owner direct contractors, including but not limited to:
    a. Commissioning Agent
    b. Third Party Material Testing and Air Balancing
    c. FFE
17. Provide formal monthly status reports to the owner documenting the following:
    a. Project Status Summary
    b. Project Engineering Update (RFI's & Submittals)
    c. Safety and QC Updates
    d. Schedule Updates
    e. Project Issues
    f. Cost Summary
    g. Photos
18. Develop and administer a project specific quality control plan. Provide quality control services and enforcement of quality standards for all construction activities to assure compliance with design documents and specifications, including but not limited to:
    a. Shop fabrication inspections and reporting, as required
    b. Material and equipment receiving inspections and reporting
    c. Construction installations and workmanship, certifications and reporting as specified
    d. Start-up testing and commissioning compliance and reporting

Close Out and Turnover

1. Coordinate all closeout requirements including all subcontractors, vendors and equipment suppliers.
2. The Construction Manager further agrees to complete 100% of all punchlist items, documented on the Substantial Completion certificate, within forty-five (45) days of the date of Substantial Completion.
3. Include a project walk-through and review 10 months after completion to identify any warranty issues that need to be addressed.
4. Coordinate with the owner and locksmith for all final keying and master key schedules for all doors and hardware.
5. Provide all Owner Training and Documentation required for proper turnover of all systems including O&M Manuals and special instructions.

6. The Contractor unconditionally guarantees the Work under this Contract to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials not inherent in the quality required or permitted for a period of **two (2) years** from the date of Substantial Completion. By this guarantee the Contractor, Trade Contractors, and Subcontractors agree, within their respective guarantee periods, to repair or replace any Work, together with any adjacent Work which may be displaced in so doing which is not in accordance with the requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the City. The Contractor shall be responsible for the coordination of all such guarantee work performance or repairs.
7. Assemble final operations and maintenance manuals. Provide One (1) final bound set of all operations and maintenance manuals, and one consolidated and organized electronic file copy in an efficiently organized format suitable for ease of use by the Owner. Incorporate O&M information into final BIM documentation.
8. Maintain project closeout logs and project documentation and assemble into organized files for final transfer to Owner. Include one clean copy of all final approved shop drawings and material submittals for the Project along with As-Built documents.
9. The Construction Manager is responsible for turning over a fully functional, clean, and occupant ready site to the City by the agreed-upon project turnover date.

# ATTACHMENT C:
# Fee Proposal

Proposals must be received no later than: **Thursday, February 6, 2025 at 10:00am EST. Respondents must use this page as "Criteria 4: Financial Proposal" in their RFP response.**

Respondents must complete the Fee Proposal Worksheet, Fee Proposal Labor Rate Schedule and GC Reimbursable Costs on the following pages and include PDF with submission.

The undersigned Bidder states that this proposal is made in conformity with the RFP and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the RFP, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

| |
|---|
| Company Name: |
| Signature: |
| Name: |
| Title: |
| Date: |

# Financial Proposal Worksheet

**FIRM NAME**

| | | Proposed Cost |
|---|---|---|
| ***Guaranteed Maximum Pre Bond Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ - |
| Sub-Total GMP PreBond Phase Labor | | $ - |

| | | |
|---|---|---|
| ***Guaranteed Maximum Preconstruction Phase Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ - |
| Preconstruction Phase Reimbursable Expenses (from tab 3) | | - |
| Sub-Total GMP Precon Phase Labor | | $ - |

| | | |
|---|---|---|
| ***Guaranteed Maximum Construction Phase CM Labor and GC's*** | | |
| Bidding/Construction Phase CM Labor Costs (from tab 2) | | $ - |
| Construction Phase CM General Conditions Costs (from tab 3) | | - |
| Sub-total GMP Construction Phase Labor | | $ - |
| **Total Pre-Construction and Construction Phase Labor/GC's** | | **$ -** |

| | | |
|---|---|---|
| ***Proposed CM Fee*** | | |
| Construction Management Fee as % of the Cost of Work | % | |
| ***Proposed CM Percentage-Based Expenses*** | | |
| Construction Management performance, labor and material bonds | % | |
| Construction Management Insurances | % | |
| Subcontractor Default Insurance | % | |

**PRE-BOND LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| | Project Exec. | $0 | 1 | $0 |
| | Sr. Proj. Mgr. | $0 | 1 | $0 |
| | Proj. Mgr. 1 | $0 | 1 | $0 |
| | Pre-Con Mgr. | $0 | 1 | $0 |
| | Estimator | $0 | 1 | $0 |
| | Scheduler | $0 | 1 | $0 |
| | Add/Delete as needed | $0 | 1 | $0 |
| | **Subtotal PreBond Labor Costs** | | 7 | $0 |

**PRE-CONSTRUCTION LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| | Project Exec. | $0 | 1 | $0 |
| | Sr. Proj. Mgr. | $0 | 1 | $0 |
| | Proj. Mgr. 1 | $0 | 1 | $0 |
| | Pre-Con Mgr. | $0 | 1 | $0 |
| | Estimator | $0 | 1 | $0 |
| | Scheduler | $0 | 1 | $0 |
| | Add/Delete as needed | $0 | 1 | $0 |
| | **Subtotal Preconstruction Labor Costs** | | 7 | $0 |

**CONSTRUCTION PHASE LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| | Project Exec. | $0 | 1 | $0 |
| | Sr. Proj. Mgr. | $0 | 1 | $0 |
| | Proj. Mgr. 1 | $0 | 1 | $0 |
| | Project Engineer | $0 | 1 | $0 |
| | BIM Coordinator | $0 | 1 | $0 |
| | Scheduler | $0 | 1 | $0 |
| | Safety | $0 | 1 | $0 |
| | Add/Delete as needed | $0 | 1 | $0 |
| | **Subtotal Construction Phase Labor Costs** | | 8 | $0 |

City of Birmingham - Senior/Recreation Center
CM RFP Attachment C.3

| CM General Conditions/Reimbursables | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| | | | | |
| **Preconstruction Phase** | | | | |
| Item | 0 | ea | $0 | $0 |
| item | | | | $0 |
| item | | | | $0 |
| Subtotal Preconstruction Phase GC/Reimbursables | | | | $0 |
| | | | | |

| Construction Phase | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
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| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| Subtotal Construction Phase GC/Reimbursables | | | | $0 |

**ATTACHMENT D:**
**Birmingham Senior/Recreation Center Construction Management Services Agreement**

ConsensusDocs®
BUILDING A BETTER WAY

# ConsensusDocs 500
# STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

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# ConsensusDocs 500

# STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

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## ARTICLE 1 AGREEMENT

This Agreement is made this [_____] day of [_____] in the year [_____], by and between the

OWNER, City of Birmingham

and the

CONSTRUCTION MANAGER, [_____]

for construction and services in connection with the following

PROJECT Senior/Recreation/Community Center

Design Professional is Neumann Smith.

## ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.



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2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached attachments are a part of this Agreement:
RFP issued January 15, 2025
Attachment A: Reference Materials.
Attachment B: Construction Management Services.
Attachment C: Fee Proposal
Attachment E: Proposed Timeline

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.



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2.5.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 "Date of Commencement" is as set forth in §6.1.

2.5.9 "Day" means a calendar day.

2.5.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 "Final Completion" occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 "Guaranteed Maximum Price" is the not-to-exceed Contract Sum amount that is guaranteed by the Construction Manager, subject to additions and deductions and other provisions of the Contract Documents expressly stating an obligation of the Owner to pay the Construction Manager under the circumstances defined in such provisions. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

2.5.14 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.15 "Interim Directive" is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.16 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.17 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.18 "Overhead" means (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.19 "Owner" is the person or entity identified in ARTICLE 1.

2.5.20 The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.



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2.5.21 The "Parties" are collectively Owner and Construction Manager.

2.5.22 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.23 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.24 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.25 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.26 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.27 A "Supplier" is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.28 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.29 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.30 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

### 3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.



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3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is [_____]. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRE-BOND SERVICES The Pre-Bond Services under this section are included in Construction Manager's work.

3.3.1 CONCEPTUAL DESIGN Attend test fit and conceptual design meetings to gain familiarity with the project. Construction Manager's representatives should be able to advise the owner and designer on cost, constructability, phasing and other construction related items.

3.3.2 SCHEMATIC DESIGN ESTIMATE Provide a Schematic Design Estimate and anticipated project schedule prior to seeking approval from the City Commission.

3.3.3 BOND SUPPORT Work with City and Architect in public campaign to educate about project including attending informational meetings.

3.4 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.



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3.4.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.4.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.4.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.4.4 ESTIMATES

3.4.4.1 When schematic design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.4.4.2 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.4.4.3 When construction documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.4.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.



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3.4.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.4.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

3.4.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

3.4.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.4.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

3.4.10 CONSULTANTS Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.4.11 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.4.12 OTHER PRECONSTRUCTION SERVICES Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.5 GUARANTEED MAXIMUM PRICE (GMP)

3.5.1 At such time as the Parties agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement. The Guaranteed Maximum Price shall be the sum of the following amounts:

3.5.1.1 Cost of the Work, based on amounts of subcontracts and purchase orders approved by the Owner under Article 5; amounts for Self-Performed Work, if any, approved by the Owner under 5.2.4, and other Costs of the Work as defined in Article 8;



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3.5.1.2 The Guaranteed Maximum Among of personnel costs, based on Hourly Billing Rates set forth in Exhibit X hereto necessarily incurred by the Construction Manager in the performance of the Contract, not to exceed the maximum amount for personnel cost of ($ .00) Dollars;
3.5.1.3 Guaranteed Maximum General Conditions Cost in the amount of ($ .00) Dollars, based on the approved schedule and the line item breakdown of such Guaranteed Maximum General Conditions Cost set forth in Exhibit X;
3.5.1.4 Construction Manager's Fee, calculated by multiplying the sum of the amounts under Subpart 3.4.1.1 through 3.4.1.3 above by ( %);
3.5.1.5 GMP Contingency (as defined in Section 7.6 hereof) in the amount of ($ .00) Dollars; plus
3.5.1.6 Allowance amount for cost incurred by the Construction Manager for permits, insurance, and bonds required to be provided by the Construction Manager under the Contract Documents.

3.5.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.5.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.5.2.2 a list of allowances and a statement of their basis;

3.5.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.5.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.5.2.5 a schedule of applicable alternate prices;

3.5.2.6 a schedule of applicable unit prices;

3.5.2.7 a statement of any work to be self-performed by Construction Manager.

3.5.3 Construction Manager shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.5.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.5.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality



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of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.5.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.5.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.5.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.5.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.5.8.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.5.8.3 terminate the Agreement for convenience in accordance with §12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.5.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.6 WORKMANSHIP

3.6.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.7 COOPERATION WITH WORK OF OWNER AND OTHERS

3.7.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.7.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of

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construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.7.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.7.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.8 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.8.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.8.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

3.8.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.8.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.8.5 Nothing in §3.7 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.8.6 COST REPORTING Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions,



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drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.8.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.9 MATERIALS FURNISHED BY OWNER OR OTHERS

3.9.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.10 TESTS AND INSPECTIONS

3.10.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.10.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.10.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

3.11 WARRANTY

3.11.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse.

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Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.11.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.11.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.12 CORRECTION OF WORK WITHIN TWO YEARS

3.12.1 If before Substantial Completion or within two years after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing. Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.12.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.12.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.12.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by



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itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.12.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.12.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.12.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.13 CORRECTION OF COVERED WORK

3.13.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.

3.13.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.14 SAFETY OF PERSONS AND PROPERTY

3.14.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.14.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.14.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

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Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.14.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.15 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.16 HAZARDOUS MATERIALS

3.16.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.16.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.16.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.16.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.16.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.16.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

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3.16.7 MATERIALS BROUGHT TO THE WORKSITE

3.16.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.16.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.16.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

3.16.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.17 SUBMITTALS

3.17.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.17.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.



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3.17.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.17.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.17.5 Construction Manager shall prepare and submit to Owner

X Final marked-up as-built drawings;
X Updated electronic data, in accordance with §4.6.1;
[_____] Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.18 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.19 WORKSITE CONDITIONS

3.19.1 WORKSITE VISIT Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.19.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.20 PERMITS AND TAXES

3.20.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall



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provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.20.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

3.20.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.21 CUTTING, FITTING, AND PATCHING

3.21.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.21.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.22 CLEAN UP

3.22.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.22.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.23 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

3.24 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.24.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.25 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors,

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Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Construction Manager the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at



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a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Brian Deming, Kramer Management Group. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

## ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.



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5.2.3 Except for trade categories where the Owner assigned to the Construction Manager the preferred Subcontractors, supervision and other incidental Work performed by the Construction Manager's personnel as part of the General Condition Costs and except as approved by the Owner in advance in writing with respect to the Design-Assist Subcontractors and Section 5.2.4 hereof with respect to Self-Performed Work, all construction Work for the Project shall be performed by subcontractors and suppliers under subcontracts, purchase orders or other appropriate agreements with the Construction Manager, and neither the Construction Manager nor any affiliate of the Construction Manager shall perform any trade contractor Work with its own forces without the prior written approval of the Owner in accordance with Section 5.2.4. All Work (except such supervision and incidental Work included in the General Conditions Costs) shall be competitive bid on an "open book" basis with full transparency to the Owner and Owner's Representative. The Construction Manager shall consult with the Owner's Representative regarding the bidding and buy-out process in advance and shall permit the Owner's Representative to participate in such process as may be requested by the Owner's Representative.

5.2.3.1 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and except for the design-assist Subcontracts approved by the Owner in advance in writing, shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager.

5.2.4 If the Construction Manager desires to perform trade contractor work for the Project with its own forces or those of an affiliate of the Construction Manager ("Self-Performed Work"), the Construction Manager shall notify the Owner in advance of the scheduled date for Construction Manager bidding of such desired Self-Performed Work. For each portion of the Self-Performed Work, the following shall apply: Within fourteen (14) days after issuance of the Construction Documents for such portion of the Self-Performed Work, the Construction Manager shall submit to the Owner's Representative a not-to-exceed price for the Cost of the Work for such portion of the Self-Performed Work, which shall include the actual cost to the Construction Manager plus mark-up of eight (8%) percent for overhead and profit. The Construction Manager's proposed price may include trade contractor general requirements costs required for the performance of the desired Self-Performed Work. However, since all Subcontracts must exclude the Construction Manager's General Conditions Costs, the Construction Manager's proposed price for the desired Self-Performed Work shall also exclude such General Conditions Costs. The Labor Rates shall only apply for Self-Performed Work, which Labor Rates shall exclude overhead and profit, and shall be subject to audit by the Owner's Representative and accountants. The Owner's Representative shall have the right to determine, in its sole discretion, whether the proposed not-to-exceed price for the portion of the Self-Performed Work is acceptable. If the Owner's Representative accepts the proposed not-to-exceed price, such not-to-exceed price for the portion of the Self-Performed Work shall be included as a Cost of the Work as defined under Article 8. If the Owner's Representative does not accept the proposed not-to-exceed price for the portion of the Self-Performed Work, the Owner's Representative shall have the right to require the Construction Manager to solicit qualified contractor bids for such portion of the Self-Performed Work, and the Construction Manager shall be permitted to submit a bid for such work to the Owner's Representative in advance of the other solicited bidders or provide for public opening of bids to ensure open competition. In such event, the contract for such portion of the Self-Performed Work will be awarded to the bidder selected by the Owner's Representative. Subject to the provisions of this Section 5.2.4 regarding the determination of the price for Self-Performed Work, the provisions of the Contract Documents applicable to Subcontractors shall apply to all Self-Performed Work performed by the Construction Manager under this Section 5.2.4.

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5.2.5 The Owner and Construction Manager shall mutually determine, on a case-by-case basis, which subcontractors will be required to provide payment and performance bonds, and no standard requirement will be applied requiring all subcontracts over a threshold dollar amount to be bonded. The Owner and Construction Manager shall each make such determination in good faith based on commercially reasonable standards and evaluation of the relevant risk and bonding costs related to the specific subcontract and other Project objectives of the Owner. If the Construction Manager recommends that a subcontractor be bonded and the Owner does not agree, the Owner and Construction Manager shall implement mutually agreeable measures to minimize the likelihood of, and adverse effects resulting from, a potential default of such subcontractor, with the goal of avoiding unreasonable risk to the Construction Manager and avoiding unreasonable additional cost to the Owner. If the Owner and Construction Manager mutually agree, subcontractor default insurance shall be provided in lieu of subcontractor bonds, in which event, the Construction Manager's cost for the such insurance coverage shall be included in the Guaranteed Maximum Price under a separate line item and the Construction Manager's Fee shall not be applied to such cost.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §12.4 or §12.5; (b) Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing; and (c) Owner assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

## ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: [_____].

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.



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6.1.3 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If



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Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: [_____].

6.6.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

## ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8;

7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4; and

7.1.3 The cost of permits, insurance, and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the GMP

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4: [_____].

7.4 FEE ADJUSTMENTS:



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7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: [_____].

7.4.2 except as provided for in §6.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PREBOND SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Lump Sum.

7.5.1 Initial Contract to be set at Pre-Bond Services value. After successful Public Bond vote the balance of Contract to be set as Change Order in terms and value submitted with initial RFP response

7.6 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Lump Sum.

7.7 GMP CONTINGENCY INCLUDED IN THE GUARANTEED MAXIMUM PRICE

7.7.1 The Guaranteed Maximum Price shall include a GMP Contingency in the amount of _To Be Determined__ (__%) percent. The GMP Contingency is for the Construction Manager's exclusive use to cover unanticipated additional Costs of the Work and additional General Conditions Costs that are not the basis for a Change Order under the Contract, but which the Construction Manager incurs in connection with the bidding and construction of the Work. The GMP Contingency shall not be used for (i) costs resulting from the negligence of the Construction Manager, (ii) costs resulting from the failure of the Construction Manager to perform a specific task under the Contract, (iii) costs recoverable from subcontractors, subcontractor bonds or subcontractor default insurance, or (iv) payment of the deductible portion of insurance losses in excess of Ten Thousand ($10,000) Dollars. The GMP Contingency shall not be used to pay for Self-Performed Work or for additional costs incurred by the Construction Manager as a result of any Self-Performed Work, without the prior written consent of the Owner's Representative, which consent shall not be unreasonably withheld.

7.7.2 The GMP Contingency is not available to Owner for any reason, including changes in scope or any other item which would entitle Construction Manager to increase the Guaranteed Maximum Price under the Contract Documents. Construction Manager shall provide Owner's Representative notice of all anticipated charges against the GMP Contingency, and shall provide Owner, as part of the monthly status report required by the Contract Documents, an accounting of the GMP Contingency, including all reasonably foreseen uses or potential uses of the GMP Contingency in the upcoming three (3) months.

7.7.3 If the Construction Manager uses a portion of the GMP Contingency, a Change Order shall be issued to allocate such portion of the GMP Contingency, as applicable, to the appropriate trade work line item in the Schedule of Values.

7.7.4 When the Guaranteed Maximum Price is determined under Section 3.4 hereof, the Construction Manager's Fee shall not be applied to the GMP Contingency amount. At the time that a portion of the GMP Contingency is used (as described in, and subject to, Section 7.6.1 above), the Construction Manager's Fee shall be applied to the amount of the GMP Contingency that is being used.

## ARTICLE 8 COST OF THE WORK



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8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.3.

8.2 COST ITEMS

8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.

8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work pursuant to §8.2.1 and §8.2.2. Vacation, sick day, and holiday pay shall be included in the hourly billing rates, and Project shall not be invoiced for employees' vacation, sick day, or holiday hours.

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.6 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.10 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.



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8.2.11 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.12 Water, power, and fuel costs necessary for the Work.

8.2.13 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.14 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.15 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.

8.2.16 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

## ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager

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to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus [_____]% for Overhead and [_____]% for profit. Construction Manager's Overhead and profit shall be added to any net increase in GMP. No Overhead and profit shall be applied to any net decrease in the GMP that is less than $50,000. Overhead and profit shall be applied to any net decrease of the GMP that is $50,000 or more. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.



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9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

## ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the twenty fifth (25) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than thirty (30) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take the Cost of the Work incurred by the Construction Manager for construction work performed, determined by multiplying the percentage of completion of each portion of the Work by the share of the Cost of the Work allocated to such portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Article 9;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%);
3. Add the amount incurred by the Construction Manager for General Conditions Costs;



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4. Add the Construction Manager's Fee, computed upon the amounts in Subparts 1 through 3 above at the rate of ( _____ %) percent less retainage of ten (10%) percent;
5. Add the actual cost paid by the Construction Manager for permits, fees and bonds
6. Add for insurance calculated at a rate of ____%;
7. Subtract the aggregate of previous payments made by the Owner
8. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 10.2.3 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
9. Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 10.3.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL CONDITIONAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Construction Manager and each Subcontractor whose subcontract exceeds five thousand ($5,000.00) Dollars shall provide partial conditional lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work with each payment application. Such waivers shall be conditional upon payment. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain ten percent (10%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 after the Work is fifty percent (50%) complete, Owner may agree to withhold no additional retainage and may pay Construction Manager the full amount due on account of subsequent progress payments;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;



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10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.



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10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

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10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

## ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone



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for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Employers' Liability Insurance
(a) $1,000,000 bodily injury by accident per accident.
(b) $1,000,000 bodily injury by disease policy limit.
(c) $1,000,000 bodily injury by disease per employee.

11.2.1.2 Business Automobile Liability Insurance $1,000,000 per accident.

11.2.1.3 Commercial General Liability Insurance
(a) $5,000,000 per occurrence.
(b) $20,000,000 general aggregate.
(c) $[_____] products/completed operations aggregate.
(d) $[_____] personal and advertising injury limit.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is



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located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Construction Manager's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this



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insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Construction Manager, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1 Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.6 POLLUTION LIABILITY INSURANCE Construction Manager ☐ is/ ☐ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.6.1 If applicable: in the following amounts: 1,000,000 per occurrence, and shall apply for two year(s) after Final Completion. The policy shall cover Construction Manager's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☒ shall/ ☐ shall not require Construction Manager to purchase and maintain additional liability coverage. If required, Construction Manager shall provide:

11.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella



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liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.4.2 ☒ OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds ☒ are/ ☐ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

11.6 PROFESSIONAL LIABILITY INSURANCE To the extent Construction Manager is required to procure design services in accordance with §3.17, Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Owner, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than two million dollars ($2,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance *shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by* the Construction Manager's design professional for this Project. Coverage shall be continued in effect for two (2) year(s) following Substantial Completion. Construction Manager's design professional shall pay the self-insured retention and deductible.

## ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE



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**CONTENT SECURE ID: 1D12E971-D9C1**

12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner or Others performing work under §12.3 shall also have the right to use construction tools and equipment belonging to the Construction Manager or its subcontractors and located on the Worksite for the purpose of completing the remaining Work but



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only after Construction Manager's written consent which shall not be unreasonably withheld. If Owner uses Construction Manager's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Construction Manager and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Construction Manager's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; or (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: zero.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

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12.5.1 Seven (7) Days after Owner's receipt of written notice from Construction Manager, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.



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13.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in this section, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §13.5. The Parties agree that the dispute mitigation procedure shall be:

☐ Project Neutral ("Neutral")
☒ Dispute Review Board (DRB).

13.3.1 MITIGATION PROCEDURES As soon as practicable after the execution of this Agreement, the Neutral or DRB shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of responsibilities, including requirements for nonbinding findings. Costs and expenses of the Neutral or DRB shall be shared equally by the Parties. A Neutral or DRB shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral or DRB to address matters in dispute between the Parties promptly and knowledgeably.

13.3.2 If the matter remains unresolved following the issuance of the nonbinding findings or such findings are not made within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §13.5.

13.3.3 If the Parties agree to use a DRB, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2. shall be governed by the specifications and agreement applicable to that DRB.

13.4 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☒ Arbitration using:

☒ the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;
☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
☐ the current arbitration rules of [_____] and administered by [_____].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the



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arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.6 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.7 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.8 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.9 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

## ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to



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exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.9 PREVAILING WAGE If Project is subject to local, state, and/or federal prevailing wage and fringe benefit requirements, including but not limited to MCL 408.1101 (as amended), the Inflation Reduction Act of 2022 (as amended), or other Owner-mandated wage requirements, Construction Manager shall comply with, and ensure that its subcontractors comply with, the contractual and reporting obligations. Construction Manager shall indemnify and hold the Owner harmless from any claim, damage, loss, or expense incurred by the Owner, including but not limited to reasonable attorneys' fees, in any way related to failure of the Construction Manager or its subcontractors to comply.

## ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISITING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

(a) Drawings: [_____]
(b) Specifications: [_____]
(c) Addenda: [_____]
(d) Owner Provided information: [_____]
(e) Other: [_____]

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.



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OWNER: [____]

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

CONSTRUCT MANAGER: [____]

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT.

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# ATTACHMENT E:
# Proposed Timeline

| Phase 3: Final Site Plan & Design Review, Preparation of Construction Plans | |
|---|---|
| **10/31** | • Post RFP for final design and construction plan preparation (due 11/21) |
| **11/13 - SCC** | • Project Update |
| **11/21 – RFP Proposals** | • Final design and construction plan proposals due |
| **11/27 - SCC** | • Review and evaluate architectural proposals received |
| **12/9 – CC** | • Recommend and/or interview architectural consultants at City Commission<br>• Award AE contract |
| **12/11 - SCC** | • Begin design discussions with architectural consultants |
| **12/18 – SCC** | • Continue design discussion<br>• Review draft RFP for Construction Manager (CM) |
| **1/8/25 - SCC** | • Continue design discussion |
| **1/13/25 - CC** | • Review Bond Language (May 2025 Vote)<br>• Review CM RFP for release |
| **1/15/25** | • Post RFP for Construction Manager (due 2/6) |
| **1/22/25 - SCC** | • Continue design discussion |
| **2/6/25** | • Construction Manager Proposals Due |
| **2/11/25** | • Deadline for Bond Language to Oakland County |
| **2/19/25 - SCC** | • Review and Recommend CM firm to City Commission |
| **2/24/25 - CC** | • Recommend and/or interview CM firms at City Commission<br>• Award CM contract |
| **2/26/25 – SCC** | • Kickoff CM Firm for Schematic Design (SD) Budget |
| **3/5/25 - SCC** | • Continue Schematic Design review |
| **3/10/25 - CC** | • Present Schematic Design progress for review |
| **3/26/25 -SCC** | • Continue Schematic Design review |
| **4/7/25-CC** | • Present Schematic Design for review |
| **4/23/25 -SCC** | • Review Schematic Design Budget |
| **5/5/25 -CC** | • Schematic Design and Budget Estimate to Commission for review and comment |
| **5/13/25** | • Bond Language Due to County |
| **5/20/25 – 8/4/25** | • Public Education on Bond Proposal |
| **8/5/25 – Special Edition** | • Bond Vote |
| **8/6/25 – SCC** | • Review City Commission comments with AE and CM, start Design Development (DD) |
| **8/11/25 – CC** | • Review Design Development Schedule and Effort |
| **8/13/25 - SCC** | • Continue DD review |
| **9/17/25 - SCC** | • Continue DD review |
| **10/1/25 - SCC** | • DD Submit for Review, CM Prepare budget update |
| **10/6/25 CC** | • Review DD Package |
| **10/23/25 - SCC** | • Review DD Budget |

| | |
|---|---|
| **10/27/25 – CC** | • Present Design Development and Budget to City Commission for comments |
| **10/29/25 – SCC** | • Review Comments from CC with AE Kickoff CD phase |
| **11/19/25 - SCC** | • Continue CD review<br>• Review proposed bid package from CM |
| **12/17/25 – SCC** | • Final Review Construction Documents for Bidding<br>• CM updates Budget Estimate for CDs |
| **1/12/26 - CC** | • Final review of CD and Budget for release of bidding |
| **1/13/26** | • AE Issues Documents for Bidding |

| **Phase 4: Construction & Construction Management** | |
|---|---|
| **2/18/26--SCC** | • CM submits GMP from bidding for Review<br>• Recommendation to City Commission |
| **2/23/26 - CC** | • Present GMP to CC for Approval and Award |
| **2/24/26 – 2/27(5/27)** | • 12 – 15 months of Construction |

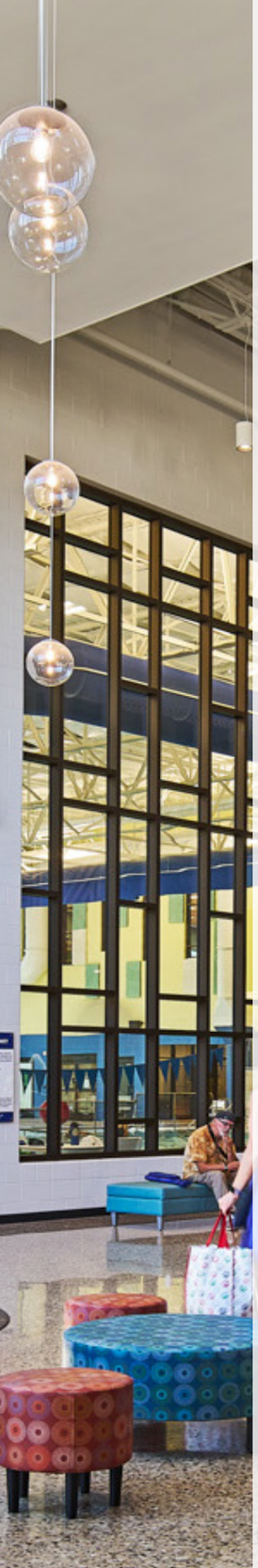
BIRMINGHAM
A WALKABLE CITY

# BIRMINGHAM
## Senior/Recreation Center

Proposal For Construction Management Services

02.06.25

Clark
CLARKCC.COM



Clark

## GENERAL INFORMATION

***Firm Name*** | Clark Construction Company | 2660 Superior Ct., Auburn Hills

***Phone*** | 248.286.1000

***Website*** | clarkcc.com

***Contact*** | Janice Suchan, Senior VP, 248.505.3247 | jsuchan@clarkcc.com
Chad Thelen, Market Leader, 248.880.0027 | cthelen@clarkcc.com

**ABOUT US** Well-known throughout Michigan for more than 78 years, Clark Construction Company is a full-service commercial construction firm recognized for delivering quality projects and fostering long-term relationships with our valued clients. As a family-owned business, now in its third generation of leadership, we proudly carry forward our tradition of excellence. With a diverse portfolio spanning a wide range of industries, we have earned a reputation for setting benchmarks in construction innovation and client satisfaction across the state.

For projects like the Birmingham Senior/Recreation Center, we bring a unique expertise in delivering high-quality spaces that seamlessly blend functionality and sophistication. Our experience in hospitality, recreational, and member-focused facilities equips us to understand the distinct needs of clubs and communities, ensuring we deliver spaces that elevate member experiences and enhance their daily lives.

Clark stays at the forefront of industry trends and technology, incorporating lean construction practices, sustainability initiatives, Building Information Modeling (BIM), and Integrated Project Delivery (IPD) into every phase of our projects. This commitment to innovation ensures that our work is not only efficient and precise but also forward-thinking and environmentally responsible.

**CULTURE OF SAFETY** Safety is at the core of everything we do. We treat everyone on and around our sites like family, prioritizing their well-being through industry-leading procedures and a culture of care. At Clark, safety is not just a policy; it's a promise embedded in everything we do.

**CULTURE OF INCLUSIVITY** Collaboration drives our success. We are dedicated to fostering trust, transparency, and inclusivity in every interaction. By valuing all voices, we build meaningful partnerships that deliver exceptional results and leave a lasting impact.

## OUR CORE VALUES

COMPETENT | RELIABLE | SINCERE | CARE

# Revitalizing The Birmingham Experience:

## Clark's Vision for Enriching Tradition and Elevating Member Activities

We are honored to propose our partnership with the City of Birmingham for new construction of the Birmingham Senior/Recreation Center. This transformative initiative aligns with our commitment to not just construct buildings, but to create dynamic environments where members and their families can thrive, play, and make lasting memories.

- **Signature Construction for Premier Club Experiences:** With a legacy of delivering high-end, community-centric projects, Clark has consistently raised the bar in club and hospitality construction. **From the iconic Oakland Hills Country Club to the luxurious Daxton Boutique Hotel, we bring expertise in creating spaces that embody elegance, functionality, and a spirit of excellence.** Our experience with **Birmingham Public Schools** further demonstrates our capability in managing complex, multi-phased projects in the Birmingham area. This local expertise ensures we can deliver on the City of Birmingham's vision with precision and care.

- **A Collaborative Legacy with Neumann/Smith Architecture:** Clark and Neumann/Smith have a proven track record of delivering transformative projects that push boundaries and elevate community experiences. Our partnership on **Oakland Hills Country Club** and **Greater Midland Community Center** demonstrated how seamless collaboration between design and construction can bring visionary spaces to life. Neumann/Smith's ability to blend innovative, community-driven design with enduring functionality perfectly aligns with Clark's commitment to collaboration and quality. Together, we are ready to create a Senior/Recreation Center that not only meets Birmingham's high standards but redefines what's possible for its members.

- **Building Communities through Our Free Bond Campaign Support:** Securing community support for the ballot proposal to fund the Senior/ Recreation Center is essential to successfully fund and deliver this project. Our free bond proposal campaign support helps educate voters, clarify project benefits, and build momentum to ensure the ballot proposal passes. **A well-organized campaign fosters transparency, engages stakeholders, and strengthens public trust—key factors in gaining the necessary approval.** We have decades of experience in helping communities pass bonds with a proven method of communication tools, marketing support, and strategy to support both the City and advocacy teams. With this support, the City of Birmingham can confidently move forward in creating a high-quality recreation center that enhances community well-being, promotes active lifestyles, and serves residents for generations.

- **Expertise in Recreational Centers:** We are a leader in building state-of-the-art **recreational centers, pools, and fitness facilities** that inspire communities. With decades of experience, our team delivers innovative, high-quality, and sustainable designs that enhance health and wellness. From Olympic-sized pools to modern fitness centers, we integrate cutting-edge technology, energy-efficient solutions, and superior craftsmanship to create spaces that are both functional and visually stunning. Our commitment to excellence ensures every project is built to the highest standards, meeting the unique needs of our clients while fostering vibrant, active lifestyles.

- **Crafting with Precision for a Seamless Member Experience:** At Clark, we take a detail-driven approach to construction, ensuring that every phase, from meticulous pre-construction planning to strategic execution, is carried out with precision. Leveraging advanced tools like BIM modeling and comprehensive constructability reviews, we will proactively address challenges to keep the project on track while minimizing disruptions. With our expertise in phased construction and site logistics planning, as demonstrated in our work with **Birmingham Public Schools**, we will work closely with the City and stakeholders to maintain accessibility where possible, ensuring a smooth transition to the new Senior/Recreation Center.

# 1 PROJECT EXPERIENCE

Clark
in your **community**

**Clark** has a strong track record of managing high-profile projects in the Birmingham area, including **Oakland Hills Country Club**, **the Daxton Hotel**, and **Birmingham Public Schools**. Our expertise in complex renovations and ground-up construction ensures we deliver projects that align with the community's vision while maintaining quality, functionality, and long-term value.

## The Daxton Hotel

One of our hallmark projects is the Daxton Hotel, a luxurious and contemporary boutique hotel that has become a focal point of Birmingham's vibrant downtown. Its striking design and world-class amenities have elevated the city's hospitality offerings, attracting visitors and enriching the local economy.

## Birmingham Public Schools

We have also contributed significantly to the Birmingham's educational landscape with its work at **Groves High School**. This project exemplifies the company's ability to create functional and inspiring spaces for students and educators, supporting academic excellence and inspiring community pride.

## Oakland Hills Country Club

Bloomfield Hills, Michigan

**Project Size:** 110,000 sf
**Construction Cost:** $ Confidential
**Delivery Method:** Construction Management
**Start Date:** October 2023
**Completion Date:** March 1, 2026 (estimated)
**Owner:** Oakland Hills Country Club
Scott Collins, Owner's Representative
586.703.1045
scott@bdcconsulting.net
**Architect:** **Neumann/Smith Architecture**
John Murphy, Associate
248.352.8310
jmurphy@neumannsmith.com
**Clark Team Members:** Janice Suchan, Chad Thelen, Andy Richter, Allison Clark, Andy Bourgois

PROJECT **RELEVANCE**

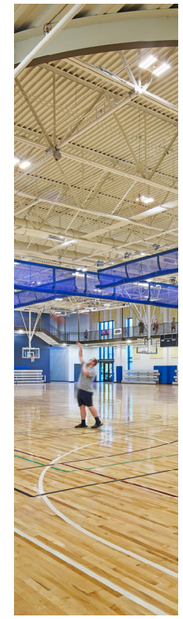
- Partnered with Neumann/ Smith
- In your community
- Multiple Phases
- Similar Program

**Scope of Services:**
Clark, in partnership with Neumann/Smith Architecture, is honored to rebuild one of Birmingham's most treasured landmarks - the Oakland Hills Country Club. Blending its rich history with modern innovation, the new 110,000 sf clubhouse will echo its 1922 predecessor's elegance while offering state-of-the-art amenities, including expansive locker rooms, a cigar room, multiple dining areas, three kitchens, and grand ballrooms.

The project also features a new lifestyles building, upgraded greens and grounds, expanded parking with valet, enhanced landscaping, and driving-range improvements, reinforcing the club's premier status. Every detail is designed to honor its legacy while creating a future-ready facility for generations to come. Working closely with Neumann/Smith, we are ensuring that every detail reflects the club's storied past while creating a future-ready facility that will serve its members for the next century.

## Greater Midland Community Center

Midland, Michigan



**Project Size:** 120,000 sf
**Construction Cost:** $45.5 million
**Delivery Method:** Construction Management
**Start Date:** July 2022
**Completion Date:** May 2024
**Owner:** Greater Midland Community Center
Terri Johnson, President & CEO
989.923.1971
tmjohnson@greatermidland.org
**Architect:** **Neumann/Smith Architecture**
Steve Gedert, AIA, Principal
248.352.8310
sgedert@neumannsmith.com
**Clark Team Members:** Janice Suchan, Steve Thornton, Andy Bourgois, Jen Huebel

PROJECT **RELEVANCE**

- Partnered with Neumann/ Smith
- Fundraising Campaign Support
- Community Spaces
- Community Pool
- Similar Program

**Scope of Services:**
Another successful collaboration with Neumann/Smith is the Greater Midland Community Center, which includes a new 120,000 sf Recreation Center constructed on the existing Midland Community Center property. The new building replaced the 65-year old structure that remained open until the new site was completed. While the former facility — measuring about 240,000 sf — is larger, the new site was designed with more operational efficiencies.

The new facility features multiple gyms, leisure and training pools with aquatic elements that include an indoor water slide that will partially spiral outside, a fitness/wellness center that includes rooms open 24 hours a day, seven days a week, a community area and early childhood education area that serves kids in the summer camp program as well as youth sports and recreation for school-age children and adults.

# 1 PROJECT EXPERIENCE

Clark across Michigan

**Clark Construction's i**mpact reaches communities across Michigan with a reputation for delivering exceptional projects that inspire and endure. Our ability to combine local insights with state-of-the-art construction practices ensures results that exceed expectations, reflecting a deep commitment to enhancing the lives of Michiganders and shaping the state's architectural legacy.

## Muskegon Community College

Since opening in 2018, the $14 million Health and Wellness Center renovation has revitalized MCC's athletic facility, offering state-of-the-art fitness spaces for the community while generating revenue for the college. With a single-level, accessible design, it features a modern physical education facility and fitness room with enhanced amenities and programs.

## University of Michigan

The Intramural Sports Building renovation modernized a 98,754-square-foot, three-story facility from 1928 in UM's Athletic Area. Despite site constraints, upgrades included architectural and MEP improvements, stair replacement, an ADA ramp, and a sanitary sewer tie-in. The facility now features enhanced fitness areas, racquetball courts, locker rooms, offices, and a gymnasium.

## City of Pontiac Recreation Center

Pontiac, Michigan

**Project Size:** 54,336 sf
**Construction Cost:** $36 million
**Delivery Method:** Construction Management
**Start Date:** July 2025
**Completion Date:** February 2027
**Owner:** City of Pontiac
Tarrance Price, Parks and Recreation Director
248.495.6865
tprice@pontiac.mi.us
**Architect:** Racer/Hobbs & Black
Robert Benson, Partner
312.733.6772
**Clark Team Members:** Janice Suchan, Chad Thelen, Allison Clark, Andy Bourgois

PROJECT **RELEVANCE**

- Community Spaces
- Future Community Pool
- Sustainably Built
- Similar Program

**Scope of Services:**
A new community recreation center is planned in downtown Pontiac, located on the site of the vacant McCarroll School in the historic GM Modern Housing District. Designed to serve residents of all ages, it will feature two gymnasiums, an elevated walking track, a youth game room, and a play/program area for young children. Multiple meeting and banquet spaces, along with a pre-function area, will accommodate community events.

Plans also include space for a future commercial kitchen to support weddings, trainings, and other gatherings. Outdoor amenities comprise walking paths, fitness equipment, playgrounds, and open green areas, as well as a courtyard for outdoor seating and activities. Engineered with future expansion in mind, the facility is designed to easily integrate pools and splash pads.

## Grand Ledge Public Schools 2019 Bond

Grand Ledge, Michigan

**Project Size:** 10 Building Renovations
**Construction Cost:** $110.6 million
**Delivery Method:** Construction Management
**Start Date:** August 2019
**Completion Date:** August 2025
**Owner:** Grand Ledge Public Schools
Dr. David Chapin, Interim Superintendent
517.925.5401
chapind@glcomets.net
**Architect:** GMB Architects
Brad Perdok
616.796.0200
benp@gmb.com
**Clark Team Members:** Janice Suchan, Steve Thornton, Allison Clark, Andy Bourgois, Jen Huebel

PROJECT **RELEVANCE**

- Bond Campaign Services
- Community Pool
- Sustainably Built
- Similar Program

**Scope of Services:**
The 2019 Bond Program includes renovations and upgrades to 10 existing buildings across three phases with key projects focused on pool and fitness center upgrades.

Phase 1 features the construction of a new 8-lane competition pool, a community pool with support spaces, and a remodeled cafeteria and gym at Beagle Middle School.

Phase 2 will address the old pool at Grand Ledge High School will be converted into a walking track and multipurpose space. Additional infrastructure improvements and facility upgrades will support these enhancements, with full project completion by 2025.

Phase 3 features the construction of the new Dave & Betty Morris Building and facility improvements at various sites including the Neff Early Childhood Center.

# 1 PROJECT EXPERIENCE

*View this project*

We leveraged the power of visuals and interactive elements to boost community support for the Greater Midland Community Center.
Architectural renderings and videos brought the project's vision to life, shared through social media and targeted events to help the community visualize its impact. To maintain momentum, we used engaging fence graphics to narrate construction progress and sent newsletters with updates and stories to keep members connected. Events like groundbreakings and beam signings further strengthened community pride, fostering a sense of ownership and highlighting the center's future as a hub for connection and activity.

## Saline Area Schools 2022 Bond

Saline, Michigan

**Project Size:** Multiple buildings
**Construction Cost:** $180 million
**Delivery Method:** Construction Management
**Start Date:** February 2023
**Completion Date:** December 2030
**Owner:** Saline Area Schools
Scot Graden, Superintendent
734.401.4001
gradens@saline.k12.mi.us
**Architect:** Kingscott Associates
Lee Andrea, 248.298.6384
landrea@kingscott.com
**Clark Team Members:** Aliison Clark, Andy Burgois, Jen Huebel

PROJECT **RELEVANCE**

- Bond Campaign Services
- Senior Center
- Community Pool
- Community Spaces
- Similar Program

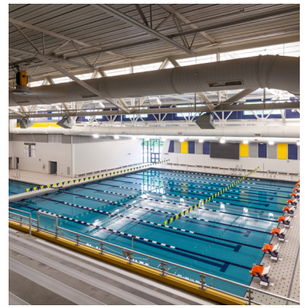
**Scope of Services:**
The Saline Area Schools 2022 Bond campaign represents a forward-thinking investment in the community's recreational and educational infrastructure. This initiative encompasses the expansion and modernization of key facilities, ensuring that every resident can benefit. For seniors, an upgraded Senior Center will offer comfortable, accessible spaces for social engagement, while a dedicated Wellness Area will encourage residents of all ages to stay active.

The Bond also addresses the Saline High School pool, implementing vital upgrades that promise a safer, more efficient aquatic environment. Parking lot and drive redesigns will streamline traffic flow, enhancing safety and reducing congestion. These improvements will provide crucial opportunities for local sports leagues, youth programs, and community events. Overall, this campaign strives to elevate educational, recreational, and community offerings, reflecting a commitment to continuous growth and well-being across the district.

## NATATORIUMS/COMMUNITY POOLS

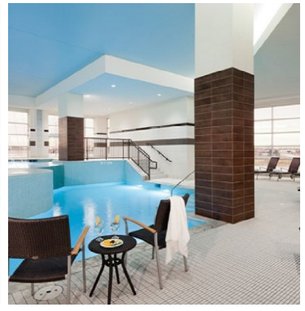
**ADRIAN PUBLIC SCHOOLS**
New 8-lane pool with diving well; Upgrade existing high school pool for community use.

**AVALANCHE BAY WATER PARK, BOYNE CITY** New 88,000 sf. water park, features an indoor pool environment with multiple levels, tubes, slides, water jets, and spas.

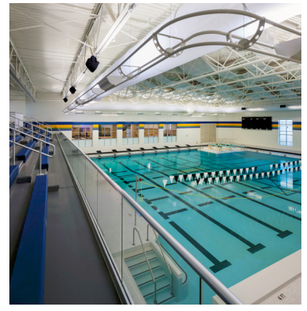


**GRAND LEDGE PUBLIC SCHOOLS**
Beagle Middle School, New 8-lane competition pool, new community pool and support spaces.

**PARKER HIGH SCHOOL, HOWELL**
8-lane swimming pool with locker rooms and observation deck.



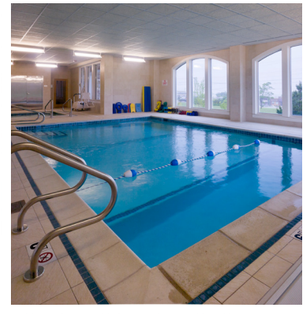
**FIREKEEPERS CASINO HOTEL, BATTLE CREEK**
Indoor pool/spa and fitness area.



**EAST ENGLISH VILLAGE PREPARATORY ACADEMY, DETROIT**
New 8-lane competition pool and diving well with balcony seating for 230.

**MOUNTAIN GRAND LODGE AND SPA, BOYNE FALLS**
Solace Spa features whirlpools, cedar saunas, purifying steam rooms, and indoor/outdoor pool.

**ST. JOHNS PUBLIC SCHOOLS**
New 8-lane competition pool, new community pool and support spaces.



**MCLAREN NORTHERN MICHIGAN, PETOSKEY**
Wellness pavilion spa and aquatic therapy pool with ramp.

# 2 KEY PERSONNEL

## YOUR **CLARK PROJECT TEAM**

### Janice Suchan, LEED AP
**Project Executive**

**IMMEDIATE AVAILABILITY**

Janice has 25 years of industry experience and has dedicated her career exclusively to the design and management of legacy projects. She plays a key role in strategic planning, team development, and fostering collaboration between stakeholders, architects, and trade partners. As Project Executive, Janice will guide the project team through the construction process with the ultimate goals of ensuring client satisfaction, maintaining the project schedule, adhering to the project budget and the delivery of a quality facility.

#### Relevant **Experience**

**Oakland Hills Country Club, Bloomfield Hills**

$ Confidential. Replacement of the historic clubhouse with a new 110,000 sf facility featuring a lifestyle center, locker rooms, ballrooms, dining areas, three kitchens, a new 40,000 sf maintenance facility, expanded parking, and driving range improvements.

**Greater Midland Community Center**

$60 million; Construction of a new 120,000 sf community center including a leisure pool, future lap pool, basketball courts, fitness center, early childhood development center, and new parking lot/landscaping.

**City of Pontiac Recreation Center**

$36 million; Construction of a new 54,336 sf community center in downtown Pontiac with two gymnasiums, an early childhood center and youth game rooms, meeting and banquet spaces, and outdoor amenities with green spaces including plans for future expansion to add pools and splash pads.

**GVSU Mary Idema Pew Library**

This 154,000 sf, LEED Platinum facility is among the state's top-performing educational buildings and features under-floor air distribution, a high-efficiency exterior envelope, heat recovery, low-flow fixtures, rainwater-fed irrigation, green roofs, daylight harvesting, and locally sourced materials.

### Chad Thelen, LEED AP
**Market Leader/Pre-Con Manager**

**IMMEDIATE AVAILABILITY**

As Market Leader, Chad Thelen is responsible for building and guiding high-performing teams, ensuring seamless project execution, and integrating industry best practices across all phases of construction. Chad's leadership ensures that every project benefits from proven processes, innovative solutions, and a commitment to quality. With a deep understanding of complex construction environments, he will provide the oversight and support needed to deliver a Senior/Recreation Center that meets Birmingham's vision and serves the community for years to come.

#### Relevant **Experience**

**Oakland Hills Country Club, Bloomfield Hills**

$ Confidential. Replacement of the historic clubhouse with a new 110,000 sf facility featuring a lifestyle center, locker rooms, ballrooms, dining areas, three kitchens, a new 40,000 sf maintenance facility, expanded parking, and driving range improvements.

**City of Pontiac Recreation Center**

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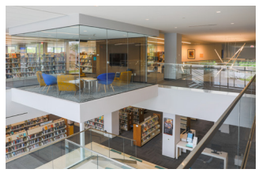


**Gloria Coles Flint Public Library**

$22 million; Extensive renovations to a 91,000 sf, three-story steel framed structure. The renovation included: new roofing, windows, exterior facade and complete site improvement and infrastructure improvements and structural steel reinforcements.

**FireKeepers Hotel & Event Center, Battle Creek**

$72 million; The 450,000 sf casino and event center built on a 77-acre site was completed in just 15 months using **LEAN-focused construction**. The complex features, five dining options, a multi-function event space, and an attached 635,700 sf, five-level parking garage.

### Andy Richter, LEED AP
**Senior Project Manager**

**AVAILABLE FOR CONSTRUCTION PHASE**

Andy brings 12 years of diverse construction management experience across casino, higher education, K-12 education, healthcare, and government projects. As Senior Project Manager, he will provide leadership and oversight for the Birmingham Senior/Recreation Center project, ensuring that construction activities align with project objectives, budget constraints, and the City's vision.

Andy's experience managing complex projects, coupled with his expertise in budgeting, scheduling, and contractor coordination, positions him as a key leader in delivering this project on time and within budget.

#### Relevant **Experience**

**Oakland Hills Country Club, Bloomfield Hills**

$ Confidential. Replacement of the historic clubhouse with a new 110,000 sf facility featuring a lifestyle center, locker rooms, ballrooms, dining areas, three kitchens, a new 40,000 sf maintenance facility, expanded parking, and driving range improvements.

**Boji Group/Henry Ford Health System Medical Facility, Royal Oak**

$50 million; 6-story, 146,915 sf Class A office building that is designed to LEED standards. The tight urban site is surrounded by city buildings and in a dense traffic area for both vehicles and pedestrians.

**Gun Lake Casino**

$50 million; Construction of an 80,000 sf building addition which doubles the size of the existing casino to provide additional gaming floor, a new Bar 131 with adjacent stage, buffet and dining areas, new team dining room, supporting kitchen, back-of-house areas and restrooms.

**Fort Riley Physical Fitness Center, Kansas**

$11.6 million; This 45,000 sf, LEED Silver, two-story facility was built under a design-build contract and features a gymnasium, a climbing wall, various aerobics rooms and training areas, and locker rooms with showers. Designed for sustainability, the facility includes a brick veneer facade, aluminum windows, and geothermal wells.

# 2 KEY PERSONNEL

Muskegon Community College Health and Wellness Center

Bay Harbor Yacht Club Wellness Center

University of Michigan Intramural Sports Facility

Dart Container Corporation Employee Fitness Center

## YOUR **CLARK PROJECT TEAM**

### Jarret Moquin, LEED AP
**Assistant Project Manager**

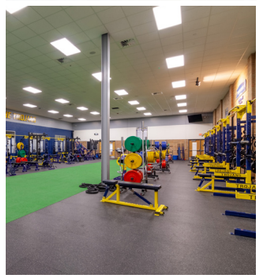
**AVAILABLE FOR CONSTRUCTION PHASE**

Jarret work will coordinate and support the demolition of the existing Birmingham YMCA and the construction of a new senior/recreation center, ensuring compliance with project budget, schedule, and quality standards. His responsibilities will include coordinating subcontractors, assisting with project scheduling, overseeing safety and compliance, managing documentation and reporting, and facilitating communication between the City of Birmingham, the Owner's Representative, and design teams to ensure project success.

### Relevant **Experience**

**Kettering University Learning Commons, Flint**

This $56.2 million project involved the creation of a new four-story, 105,000 sf state-of-the-art, multi-use, and student-centric facility. It emphasizes and fosters innovation and collaboration with its open concept and natural light design. The facility includes a new digital library, a 300-seat auditorium, new dining facilities, media resource centers, and multiple student worker spaces.



**Owosso Public Schools 2017 Bond Program**

$37.4 million; Extensive renovations to four buildings. The middle school relocated to a new 6-12 campus with 20 classrooms, a gym, locker rooms, upgraded security, and fire protection. A state-of-the-art performing arts center was added, and each elementary school received new additions, including cafeterias, fine arts, robotics, and media centers.

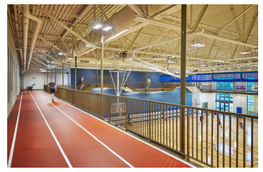
### Steve Thornton
**Superintendent**

**AVAILABLE FOR CONSTRUCTION PHASE**

Steve brings over 34 years of experience in commercial construction, having served as an Estimator, Superintendent, General Superintendent, and Business Owner. His extensive background in construction renovation and field supervision makes him a critical asset to this project.

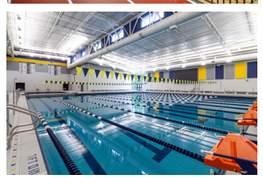
Steve's leadership in managing field operations, his deep experience in renovation projects, and his commitment to safety and quality will be instrumental in delivering a successful project. His hands-on approach ensures that construction progresses smoothly, safely, and to the highest standards.

### Relevant **Experience**



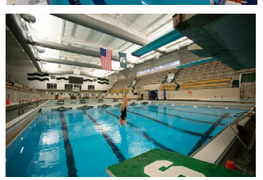
**Greater Midland Community Center**

$60 million; Construction of a new 120,000 sf community center including a leisure pool, future lap pool, basketball courts, fitness center, early childhood development center, and new parking lot/landscaping.



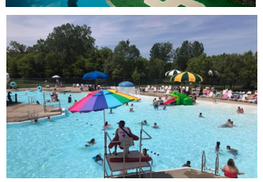
**Grand Ledge Public Schools 2019 Bond**

$110.6 million; Renovations and upgrades to 10 existing buildings that include four elementary buildings, Hayes Intermediate, Beagle Middle School, GL High School, Neff Early Childhood Center and the Dave & Betty Morris Building.



**MSU Intramural West Pool**

$1 million; The 10,000-square-foot facility features an Olympic-sized pool, diving boards, and lap lanes, upgraded with high-efficiency filtration and HVAC systems to enhance water quality, energy conservation, and user experience.



**East Lansing Aquatic Center**

$3.2 million; Construction of a 7,000 sf outdoor water park featuring a zero-depth entry pool, water slides, a splash pad, and lazy river. Built with durable, weather-resistant materials, the facility was designed for accessibility and sustainability, incorporating energy-efficient water filtration and circulation systems.

### Jackie Ikeoha
**Project Engineer**

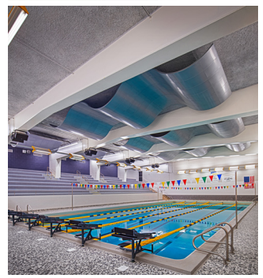
**AVAILABLE FOR CONSTRUCTION PHASE**

Jackie plays a pivotal role, ensuring seamless execution by managing key project controls, coordinating documentation, and supporting field operations. Her expertise in budget management, scheduling, and document control keeps the project on track, preventing delays and maintaining financial accuracy. With extensive experience in large-scale projects, Jackie excels at handling complex workflows, tracking costs, and ensuring all project documentation is up to date and easily accessible. Her keen attention to detail and proactive problem-solving skills make her an invaluable asset, helping to streamline operations and enhance collaboration among stakeholders.

### Relevant **Experience**

**Brighton Area Schools 2019 Bond Program**

Brighton Area Schools 2019 Bond Program; $43 million; Building additions and remodeling at 10 facilities include STEAM center additions for each of the four elementary schools, Technology upgrades, athletic facilities upgrades, Brighton Center for the Performing Arts (BCPA) upgrades, safety upgrades, and critical infrastructure and program upgrades.



**Ferndale Public Schools 2020 Bond Program**

$103 million; Construction a new elementary school, renovations to seven buildings, and district-wide security upgrades. Ferndale High and Middle Schools will see improvements in classrooms, arts spaces, athletic fields, and infrastructure, with a new athletic training facility replacing a swimming pool. Other upgrades include major restorations at Tri-County Educational Center and Ferndale Early Childhood Center, enhancements at Ferndale Upper Elementary, and relocating the Center for Advanced Studies and the Arts to the Roosevelt building.

# 2 KEY PERSONNEL

Boyne Resorts
Mountain Grand Lodge and Spa

Brighton Public Schools
Athletic Facility

University of Michigan
Intramural Sports Facility

Central Michigan University
McGuirk Events Center

## YOUR **CLARK PROJECT TEAM**

### Allison Clark, LEED AP-BD+C, CM-BIM
**Sr. Estimator/Planner**

**IMMEDIATE AVAILABILITY**

Allison brings 12 years of diverse construction industry experience, specializing in estimating and project planning across a broad range of sectors, including healthcare, higher education, K-12, retail, manufacturing, industrial, governmental, commercial, power, and wastewater treatment facilities. As a key member of Clark's Pre-Construction Services Group, Allison plays a critical role in developing accurate cost estimates, budget forecasting, and procurement planning for the Birmingham Senior/Recreation Center project. Her expertise in estimating software and data-driven analysis ensures precise cost management throughout all phases of construction.

### Relevant **Experience**

**Oakland Hills Country Club**

$ Confidential. Replacement of the historic clubhouse with a new 110,000 sf facility featuring a lifestyle center, locker rooms, ballrooms, dining areas, three kitchens, a new 40,000 sf maintenance facility, expanded parking, and driving range improvements.

**Muskegon Community College Health & Wellness Center**

$14 million; New 52,000 sf facility includes cardio, fitness, strength training facilities, collaborative learning spaces, and a Health Stimulation Lab to support the college's nursing, respiratory therapy, medical assistant, health, recreation and physical education programs

**City of Pontiac Recreation Center**

$36 million; Construction of a new 54,336 sf community center in downtown Pontiac with two gymnasiums, an early childhood center and youth game rooms, meeting and banquet spaces, and outdoor amenities with green spaces including plans for future expansion to add pools and splash pads.

**Saline Area Schools 2022 Bond**

$180 million; District-wide upgrades to enhance recreational and educational infrastructure including an expanded Senior Center, a new wellness area, and vital Saline High School pool improvements. Redesigned parking and upgraded community spaces support sports leagues, youth programs, and events.

### Andy Bourgois
**Sr. MEP Estimator**

**IMMEDIATE AVAILABILITY**

With over 15 years of estimating experience across diverse sectors, Andy brings a well-rounded perspective on cost analysis and constructability. Having held roles from Field Engineer to Senior Conceptual Estimator, he is adept at refining budgetary estimates for mechanical, electrical, plumbing, and fire protection (MEPFP) systems. As Senior MEP Estimator for the Birmingham Senior/Recreation Center, he will ensure cost alignment with project goals, budget constraints, and sustainability requirements.

### Relevant **Experience**

**Oakland Hills Country Club**

$ Confidential. Replacement of the historic clubhouse with a new 110,000 sf facility featuring a lifestyle center, locker rooms, ballrooms, dining areas, three kitchens, a new 40,000 sf maintenance facility, expanded parking, and driving range improvements.

**Greater Midland Community Center**

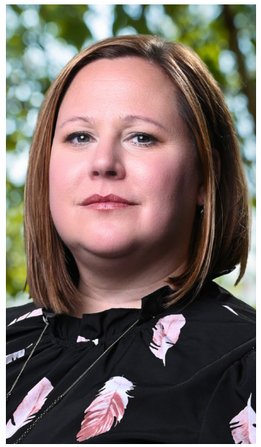
$60 million; Construction of a new 120,000 sf community center including a leisure pool, future lap pool, basketball courts, fitness center, early childhood development center, and new parking lot/landscaping.

**City of Pontiac Recreation Center**

$36 million; Construction of a new 54,336 sf community center in downtown Pontiac with two gymnasiums, an early childhood center and youth game rooms, meeting and banquet spaces, and outdoor amenities with green spaces including plans for future expansion to add pools and splash pads.

**Saline Area Schools 2022 Bond**

$180 million; District-wide upgrades to enhance recreational and educational infrastructure including an expanded Senior Center, a new wellness area, and vital Saline High School pool improvements. Redesigned parking and upgraded community spaces support sports leagues, youth programs, and events.



### Jen Huebel, CPSM
**Bond Campaign Manager**

**IMMEDIATE AVAILABILITY**

With 17 years of marketing experience in the construction industry, Jen specializes in developing strategic marketing and communication plans for bond programs across various markets. Her expertise in digital and print marketing, graphic design, and social media makes her a key player in ensuring a successful bond campaign for the Birmingham Senior/Recreation Center project. With a 98% success rate in supporting districts with bond initiatives, Jen will drive public awareness, stakeholder engagement, and clear messaging to maximize community support.

### Relevant **Experience**

**Greater Midland Community Center**

$60 million; Construction of a new 120,000 sf community center including a leisure pool, future lap pool, basketball courts, fitness center, early childhood development center, and new parking lot/landscaping.

**Grand Ledge Public Schools 2019 Bond**

$110.6 million; Renovations and upgrades to 10 existing buildings that include four elementary buildings, Hayes Intermediate, Beagle Middle School, GL High School, Neff Early Childhood Center and the Dave & Betty Morris Building.

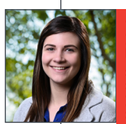
**Saline Area Schools 2022 Bond**

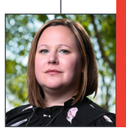
$180 million; District-wide upgrades to enhance recreational and educational infrastructure including an expanded Senior Center, a new wellness area, and vital Saline High School pool improvements. Redesigned parking and upgraded community spaces support sports leagues, youth programs, and events.

**Bloomfield Hills Public School Bond**

$58 million; Construction of Bloomfield Hills High School, merging the former Lahser and Andover High Schools into a single, modern facility. The new school, completed in 2015, features state-of-the-art classrooms, collaborative learning spaces, advanced technology, and upgraded athletic facilities.

# 2 KEY PERSONNEL





CONSTRUCTION TEAM

PRE-CONSTRUCTION/SUPPORT TEAM

## PROJECT TEAM **MATRIX**

| | #1 - Oakland Hills Country Club | #2 - Greater Midland Community Center | #3 - City of Pontiac Recreation Center | #4 - Grand Ledge Community Schools | #5 - Saline Area Schools | Other |
|---|---|---|---|---|---|---|
| **Janice Suchan \| Project Executive**<br>**Role:** Janice will provide leadership and control for the project and will serve as a resource through pre-construction and construction. | ● | ● | ● | | | • MSU Multicultural Center<br>• Kettering University Learning Commons<br>• GVSU Mary Idema Pew Library<br>• CMU Biosciences Research Building |
| **Chad Thelen \| Market Leader/Pre-Con Manager**<br>**Role:** Chad is the project leader responsible for planning and directing the project from bid through closeout. He will constantly support the on-site team and coordinate closely with the Clark team and the City of Birmingham. | ● | | ● | | | • Gloria Coles Flint Public Library<br>• Firekeepers Hotel and Event Center<br>• Twelve Oaks Mall, multiple projects<br>• Mountain Grand Lodge & Avalanche Bay |
| **Andy Richter \| Sr. Project Manager**<br>**Role:** Andy oversees the project from planning to completion, coordinating teams, managing budgets, and ensuring quality and safety. Through stakeholder communication and problem-solving, he guarantees timely delivery while mitigating risks. | ● | | | | | • Henry Ford Health System Medical Facility, Royal Oak<br>• CMU McGuirk Arena<br>• Corewell Health Karmanos Natural Birth Center, Royal Oak |
| **Jarret Moquin \| Assistant Project Manager**<br>**Role:** Jarret supports planning, scheduling, and procurement, coordinating subcontractors, tracking budgets, and monitoring quality and safety. He will ensure that the project runs smoothly, stays on schedule, and meets its goals. | | | | | | • Kettering University Learning Commons<br>• Owosso Public Schools 2017 Bond Program |
| **Steve Thornton \| Superintendent**<br>**Role:** Steve will oversee all on-site construction activities, ensuring the project progresses safely, efficiently, and according to the approved plans and specifications. | | ● | | ● | | • East Lansing Aquatic Center<br>• Parkwood YMCA Natatorium<br>• MSU Intramural West Pool<br>• MSU Jenison Field House Pool |
| **Jackie Ikeoha \| Project Engineer**<br>**Role:** Jackie reviews plans, coordinates with trade partners, manages project data, and prepares submittals to ensure deadlines are met while maintaining quality and safety. She will address any challenges while upholding project standards. | | | | | | • Brighton Area Schools 2019 Bond Program<br>• Ferndale Public Schools 2020 Bond Program |
| **Allison Clark \| Sr. Estimator/Planner**<br>**Role:** Allison will lead the estimating and pre-construction effort at each of the respective estimate phases and will assist in bid solicitation and bid package development. | ● | | ● | | ● | • Muskegon Community College Health & Wellness Center<br>• Henry Ford Health System Medical Facility, Royal Oak |
| **Andy Bourgois \| Sr. MEP Estimator**<br>**Role:** Andy will lead the estimating and pre-construction effort of the Mechanical/Plumbing components of this project. | ● | ● | ● | | ● | • Pokagon Health & Wellness Center<br>• Steelcase 4th Floor Renovations, $3.4 M<br>• Stryker Research & Development, $154 million; 485K sf |
| **Jen Huebel \| Bond Campaign Manager**<br>**Role:** Jen develops marketing and communication strategies for bond campaigns, crafting messaging, and supports community outreach. | | ● | | ● | ● | • Bloomfield Hills School District<br>• Berkley School District<br>• Ferndale Public Schools |

# 3 WORK PLAN

**A** The Owner desires to execute this project as efficiently as possible and with a focus on the early Integration of all Project Team Members with the goal to achieve operational excellence in LEAN process improvement.

## COLLABORATION IS IN OUR DNA

We recognize that the most successful projects begin by bringing the entire project team together as early as possible, and we are prepared to employ a proactive, LEAN-focused approach to achieve the City of Birmingham's vision for a best-in-class Senior/Recreation Center. Right from the onset, we will form an integrated project team, ensuring the Owner, design partners, trade partners, and relevant stakeholders are aligned on both high level goals and day-to-day project details. Through regularly scheduled, collaborative sessions, sometimes referred to as "Big Room" collaboration, everyone involved will have an opportunity to contribute insights, discuss design decisions, and address any challenges before they can escalate. This collective input early in the process not only drives efficiency but also encourages creative problem-solving and fosters a shared sense of ownership.

To further support a smooth and efficient delivery, we will employ LEAN methodologies such as Pull Planning along with our Clockwork™ Tradehour Scheduling Process. By engaging all participants to plan tasks in reverse from key milestones, we eliminate guesswork, highlight dependencies, and establish realistic deadlines that everyone has a hand in shaping. This builds accountability and reduces the risk of surprises that can derail progress. In tandem, we will conduct short, targeted meetings, often weekly, where each team member confirms what they can commit to achieving. We find that such frequent coordination helps us spot potential issues before they become critical and allows us to continuously refine our processes based on real-time feedback. This also continues to strengthen accountability on the project.

Our team also emphasizes Target Value Delivery, working closely with the Owner, Designer, and trade partners to align design choices with the project's financial targets so that we are designing to a budget. From day one, we will analyze cost and schedule impacts collaboratively, ensuring design and construction decisions consistently reinforce both quality and budget objectives. This open-book approach, paired with real-time cost modeling, makes it easy for everyone to see how changes or innovations might affect the budget and schedule.

*Pull Planning Sessions: Gun Lake Casino*

By intentionally having these conversations throughout the design phase, we can deliver a final product that meets or surpasses performance expectations without compromising on either aesthetics or functionality.

As we move into construction, our continuous improvement philosophy will remain front and center. We will track key performance metrics and leverage lessons learned. These steps go hand-in-hand with a focus on safety, quality, and sustainability to make sure the Senior/Rec Center is built to the highest standards and ready to serve the community from the moment it opens. This proactive approach to an integrated team coupled with LEAN best practices means that every member is engaged, every voice is heard, and every phase is structured to deliver excellence.

> **Clark Construction Company** is excellent throughout all phases of management and customer relationships. The Clark staff works hard to please their customers with their five star communication skills, management skills, and experience. They are committed to safety and to completing the job despite tremendous obstacles. The personnel from Clark Construction Company were exceptional...
>
> Terri Johnson, President & CEO
> Greater Midland Community Center

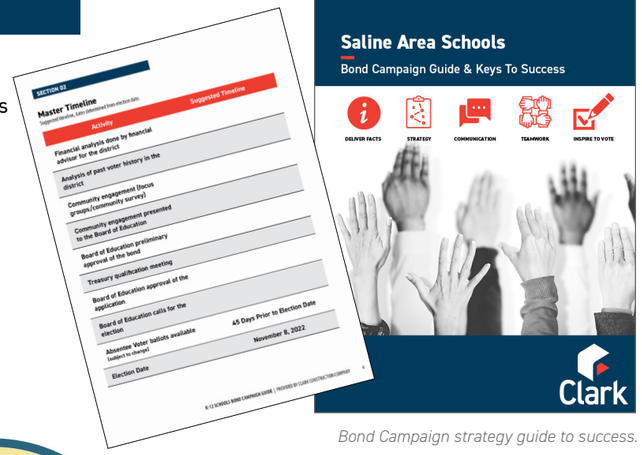
**B** In particular, demonstrate your approach to supporting the City and design partner in bond vote effort.

## PRE-BOND CAMPAIGN SERVICES.

Under the leadership of Clark Construction Company's Bond Campaign Team, communities across Michigan have successfully secured funding for essential infrastructure projects, with over 98% of Capital Budget Bond proposals approved.

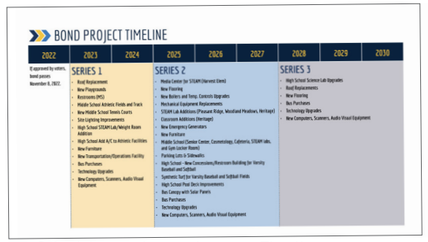
The following list is a partial representation of Clark Construction Company's Bond Team successfully led and assisted efforts in passage of their Bond Proposals.

- Grand Ledge Public Schools
- Saline Area Schools
- Ferndale Public Schools
- Detroit Public Schools
- Adrian Public Schools
- East Lansing Public Schools
- Milan Area Schools
- Chelsea Public Schools
- Greenville Public Schools
- Brighton Area Schools
- Oxford Public Schools
- Owosso Public Schools
- Portland Public Schools
- Warren Woods Public Schools
- Warren Fitzgerald Public Schools
- Warren Consolidated Public Schools




*Bond Campaign strategy guide to success.*

**98% success rate**




*Schedule template and custom Timeline*

## Meet Jen Huebel.

Our Bond Campaign Manager, Jen Huebel, brings nearly 20 years of expertise in bond campaign management and marketing, leading efforts that have secured over $2 billion in funding for Michigan communities. Her strategic approach, emphasizing teamwork, community engagement, and structured organization, has resulted in an impressive 98% bond approval rate. Jen offers flexible campaign support that will be tailored to the City of Birmingham's needs. Services include consulting with Owner's representatives, developing bond communication strategies, setting program standards, guiding promotional efforts, and assisting community advocacy committees.

Through our comprehensive campaign program, Jen will work closely with Birmingham officials to educate residents on the City's needs, build broad community support, and enhance the success of any proposed bond program. Aspects of our comprehensive program include the following:

- Calendar of Events
- Tailor Campaign Strategy
- Survey Community & Define Expectations
- Campaign Branding and Message Points
- Communications Strategy
- Task Assignments
- "Yes Voter" Identification
- Get out the "Yes Vote"

## MARKETING SUPPORT.

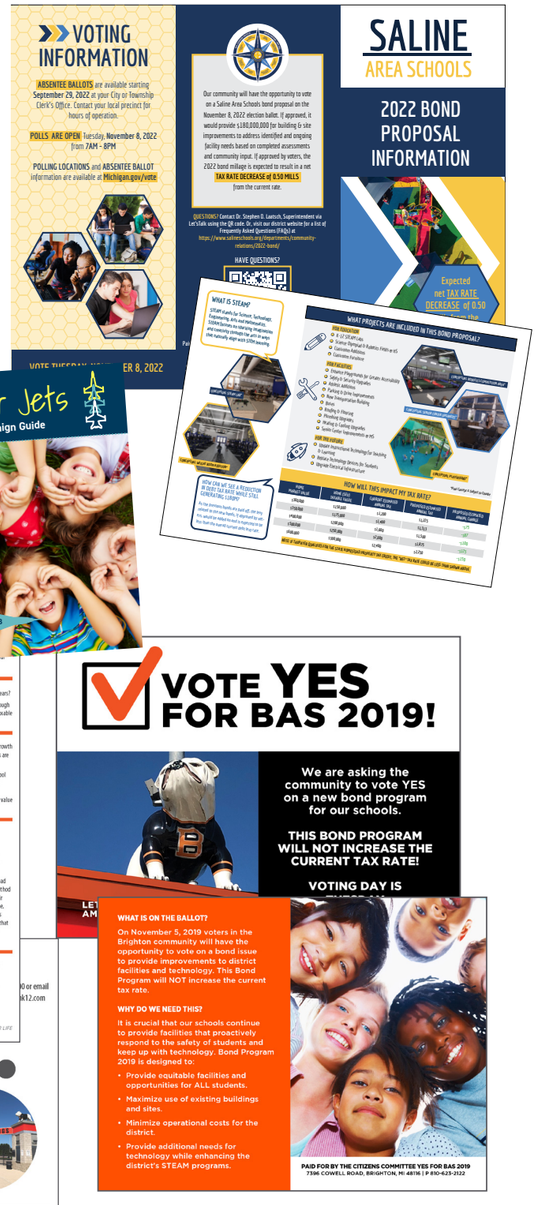
Providing accurate information to the City of Birmingham's citizens in a timely and effective manner can be the tipping point in passing a bond proposal. Stopping misinformation before it spreads online is critical as well. Clark provides marketing support in the form of graphics, social media, informational websites, and printed materials to both municipalities and Advocacy Citizen Ballot Committeess, if needed.

**City of Birmingham Ballot Proposal Support Materials:**

- Informational boards for schools
- Bond informational fliers, brochures, and postcards
- Community presentation design
- FAQs documentation

**Advocacy Ballot Committee Support Materials:**

- Social media strategy, account support, and graphics
- Digital campaign advertising support
- Informational website support
- Signage design
- Fliers, brochures, and postcards
- Button design and other support collateral




**Stop misinformation by providing an effective, timely marketing strategy**

**C** Describe your firm's approach to pre-construction phase services, construction phase services, and trade contract procurement, including utilization of any design assist partners and early trade involvement.

# 3 WORK PLAN

**At Clark Construction, we are dedicated to a collaborative approach that emphasizes honesty, transparency, and inclusive partnership.** Our focus is on putting the project's needs ahead of our own, which consistently leads to superior outcomes for projects with ambitious goals, such as the Senior/Recreation Center. This commitment to collaboration enables our team to push boundaries and explore innovative solutions, ultimately delivering exceptional, sustainable, and supportive facilities that align with the City of Birmingham's objectives.

## PRE-CONSTRUCTION PHASE SERVICES

We will closely consult with the City of Birmingham and Neumann/Smith to provide value engineering and strategic construction advice concerning materials, methods, systems, and other project conditions. Our tasks will include:

- **Reviewing Design Drawings and Documents:** Preparing a continuously updated budget of estimated construction costs.
- **Developing a Comprehensive Construction Schedule:** Including recommendations for bidding categories, phases, contract coordination, and sequencing.
- **Preparing an Occupancy Schedule:** To be implemented upon construction completion.
- **Creating a Projected Cash Flow Schedule:** Covering all project aspects.
- **Facilitating Meetings:** Develop goals, present options, and achieve consensus on final plans.
- **Commissioning Consultation:** Reviewing options with the City of Birmingham and providing recommendations to Neumann/Smith for inclusion in the plans and specifications.
- **Detailed Cost Estimations:** Providing accurate financial projections to guide budgeting and financial planning.

## TRADE CONTRACT PROCUREMENT

Our team will manage the bidding process from start to finish, ensuring clarity, transparency, and engagement with local contractors. Services include:

- **Preparing Bid Packages:** Including all necessary construction documents and specifications.
- **Assisting with Bid Advertisements:** Developing and publishing/posting necessary bid advertisements to attract competent bidders.
- **Maximizing DBE Outreach & Opportunity:** We will continue to leverage our strong relationships and market approach to maximize the potential for DBE participation through expanding the bid opportunities, breaking up bid packages, and encouraging strategic trade contractor partnerships.
- **Local Contractor Engagement:** Stimulating local contractor interest in bidding and performing the work.
- **Developing Proposal Forms:** Writing work scope descriptions for each separate bidding category.
- **Conducting Pre-bid Conferences:** With all contractors for each division of work.
- **Proposal Evaluations:** Evaluating proposals and conducting post-bid interviews with apparent low bidders.
- **Award Recommendations:** Making recommendations to the City of Birmingham and preparing all trade contracts and associated documents, considering project-specific issues like dispute resolution and insurance.

## THE DESIGN ASSIST PROCESS

| | STEP | RESULT |
|---|---|---|
| 1 | PROCUREMENT MATRIX | Establish a procurement matrix that is approved by all stakeholders. |
| 2 | COMMUNICATION WITH THE OWNER | Communicating the procurement matrix to gain buy-in and approval. |
| 3 | PROJECT SPECIFIC RFP DEVELOPMENT | The City of Birmingham, Clark and Neumann/Smith will develop a clear set of selection criteria. |
| 4 | RFP DISTRIBUTION | Working closely with the project team, a project bidders list is established. |
| 5 | TRADE PARTNER SELECTION | Based on the selection criteria developed in Step #3 a project scorecard is developed and utilized during the analysis of the Trade Partner Design Assist proposals. |

## INNOVATIVE DELIVERY APPROACH: DESIGN ASSIST: CREATING A CULTURE OF COLLABORATION.

To achieve the best project outcome, we believe that engaging strategic trade partners using a collaborative yet competitive procurement method will be a huge benefit to the project. We propose to utilize Design Assist to engage critical trade partners for the project.

# 3 WORK PLAN

Our unique approach of blending the design experts with the installation experts and integrating the manufacturing experts creates an environment of "comfortable tension" so that all parties are working together to create the best solutions for the project.

Our industry-leading Design Assist process is mature, transparent, time-tested with proven results. We will develop a detailed procurement plan with the City of Birmingham and Neumann/Smith's team that fully documents our approach to manage expectations throughout the process.

**Some of the benefits of Design Assist include:**

- Allows an early start on BIM
- Early budget awareness
- Minimizes risk
- Reduces project cost
- Owner Facilities collaboration
- Supplier Interface with final Design Documentation

This approach will allow the team to establish budgets very early and also leverage contractor input on design in order to maintain budget. If the Design Assist contractors are not able to meet the budget goals, the team will have the option to go back out for competitive bids without losing any of the Design Assist budget detail. We believe this will minimize change orders and streamline design coordination.

We are industry leaders in the Design Assist Procurement Method. We currently have over $400 million in projects using this method. We propose to utilize this approach for trades associated with long lead material and equipment, such as steel, security hardware and frames, security systems, fire rated security glass, mechanical and electrical requirements, etc. This will allow us to complete the submittal process and procure materials ahead of time and be ready to immediately start construction, preventing a long schedule delay, waiting for critical path equipment and materials.

## CONSTRUCTION PHASE SERVICES

During the construction phase, our focus shifts to meticulous management and coordination of all on-site activities:

- **Scheduling:** Continually updating detailed construction, draw, and occupancy schedules.
- **On-site Management:** Providing full-time, on-site staff to plan, manage, and coordinate activities of trade contractors.
- **Safety and Compliance:** Coordinating and monitoring safety programs implemented by contractors.
- **Progress Meetings and Reports:** Conducting regular progress meetings and providing reports to keep all stakeholders informed.
- **Daily Monitoring:** Monitoring the schedule daily to maintain project timelines and coordinate trade contractors effectively.
- **Change Management:** Evaluating change order requests, obtaining necessary approvals, and ensuring smooth implementation.

## POST-CONSTRUCTION PHASE SERVICES

Our commitment extends beyond the construction completion:

- **Training and Documentation:** Conducting training sessions for Harbor Transit employees on the operation and maintenance of technical equipment, including video recording sessions for future use.
- **Follow-up Services:** Providing 12 months of follow-up services after project completion to ensure all systems.

**D** Demonstrate your ability to collaboratively influence the design of the project through accurate and timely cost information, not only at structured cost estimate milestones.

## CLARK'S PRE-CONSTRUCTION GROUP, NEUMANN/SMITH, AND THE CITY OF BIRMINGHAM'S PROJECT STAKEHOLDERS ARE ALL PART OF ONE TEAM.

We believe it is essential our team creates a safe and supportive environment where all voices are heard, challenge each other and establish our commitments. Monitoring those commitments and holding each-other responsible for the collective success of the project and keeping our promises to the community who entrusted us with their dollars, is paramount to our project planning team.

## 18 IN-HOUSE PRE-CONSTRUCTION PROFESSIONALS

Architectural | Structural | Civil

## MEP PLANNING SERVICES

VDC | BIM | SUSTAINABILITY

## DESIGN ASSIST

PROJECT DELIVERY METHODS

### Engage in Continuous Estimating to Avoid Value Engineering

Clark believes that frequently, value engineering adds neither value or engineering to a project. By utilizing continuous estimating we are always designing to an estimate. This ensures there are no surprises and the budget is always visible. This also provides value by allowing real-time decision making. Continuous estimating in real time occurs through a combination of estimating methods.

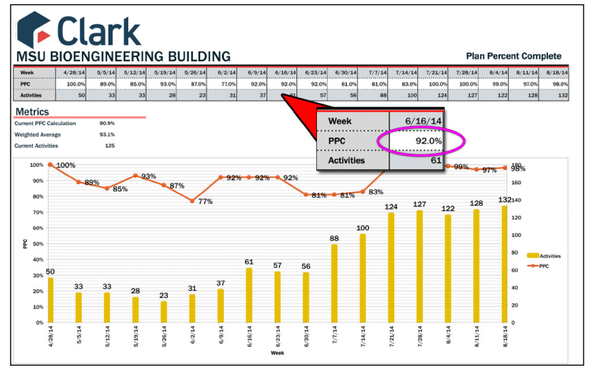
- Conceptual estimating based on minimal information completes a total project cost utilizing parametric estimating from historical pricing libraries and engineering conceptual designs.
- Detailed Estimating of Partially Completed Designs is a full takeoff including completion of design intent through estimator/ field sketches and design review/completion to the completed design.
- Pricing by individual component for value analysis (conceptual and full takeoff).

A critical component of the continuous estimating approach is a detailed issues log that itemizes all current issues, their cost impact, current status and who owns the next step in the decision making process.

**E** Provide an outline of how you will implement LEAN principles on this project during the planning, design, and construction phase. Include examples of past implementations and include any innovative technology or techniques your firm intends to utilize on this project.

## PLANNING PHASE: EARLY COLLABORATION FOR A STRONG FOUNDATION

From the outset, we will bring together the City of Birmingham, Neumann/Smith, trade partners, and other key stakeholders in **Big Room Collaboration** sessions to align on project goals, define constraints, and establish a shared vision for success. Through **Target Value Delivery (TVD)**, we will work closely with the design team and trade partners to ensure that cost, quality, and performance targets remain in balance throughout the project lifecycle.



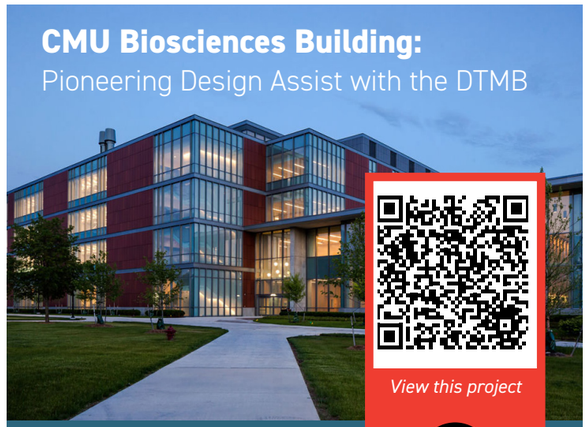

**ACHIEVING BIDS VS. BUDGET WITHIN 3%**

# 3 WORK PLAN

A core component of our LEAN strategy is Pull Planning, which we will implement early to structure the project timeline based on realistic, trade-driven commitments. This method ensures that all work is sequenced efficiently, reducing delays and allowing for greater predictability in cost and schedule.

**Example of Past Implementation:** On the MSU Clinical C Project, the team faced an initial 20% budget overage and a three-month project start delay. By integrating mechanical, controls, and electrical trade partners early using Design Assist and Pull Planning, we successfully brought the project within budget and absorbed the schedule impact without requiring costly overtime. The project was delivered on time through careful coordination and Lean scheduling strategies.

During design, we will implement **Design Phase Pull Planning** sessions to ensure efficient coordination and eliminate unnecessary revisions. By integrating key trade partners early, we can optimize constructability, avoid late-stage redesign, and ensure that major systems such as MEP, structural, and envelope components are designed for efficiency and cost control.




We have found that utilizing a **Design Assist** approach for critical trade partners significantly enhances value and reduces costs.
On the CMU Biosciences Project, we proposed a design assist delivery method that led to major cost and schedule benefits, including:

- Revising sheet metal routing, resulting in a $75,000 cost reduction
- Securing an early commitment from the casework supplier, allowing factory efficiencies that generated a $100,000 savings with no change in product
- Adjusting the schedule for an earlier project turnover, leading to a $75,000 labor savings from design assist trade partners.

Similarly, on the **CMU School of Medicine Research Laboratory Project**, we leveraged **Target Value Design, Pull Planning, and Design Assist** to successfully design and build a state-of-the-art research facility in just six months, returning over $1million in budget savings.

## CONSTRUCTION PHASE: EXECUTION WITH LEAN EFFICIENCY

Once construction begins, we will maintain our Lean focus by implementing **The Last Planner® System**, ensuring that work is planned in short, realistic commitments that drive accountability and efficiency. Daily huddles will be used to keep teams aligned, resolve potential roadblocks, and maintain steady project momentum.

Clark will also utilize **Just-In-Time (JIT) Delivery** to streamline material handling, reduce site congestion, and eliminate waste. Additionally, where possible, we will explore prefabrication to enhance quality and reduce field installation time.

On the **MSU Life Sciences Project**, we successfully employed a **Design Assist approach** to meet an aggressive schedule deadline for a complex HVAC modification project. The accelerated schedule allowed us to avoid winter condition costs on the adjacent Bioengineering project, while change orders remained below 1% of the contract value. Most importantly, faculty members in the occupied research facility were thrilled with how the project was executed with minimal disruption to their ongoing research and building operations—a direct result of our Lean-driven, collaborative approach.

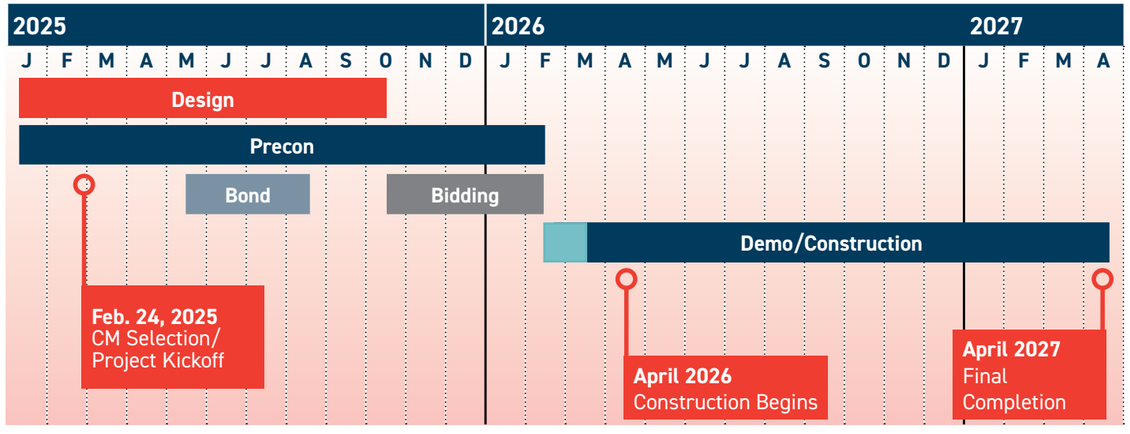
## A LEAN-DRIVEN APPROACH FOR PROJECT SUCCESS

Clark's approach to LEAN implementation is built on early engagement, continuous improvement, and efficient execution. Through **Big Room Collaboration, Target Value Delivery, Pull Planning, and Design Assist**, we will streamline the Birmingham Senior/Recreation Center project while maximizing cost and schedule certainty. With a proven track record of successfully applying these strategies on complex, high-profile projects, we are ready to bring this same level of expertise to deliver a world-class facility that meets the City's vision, budget, and timeline.

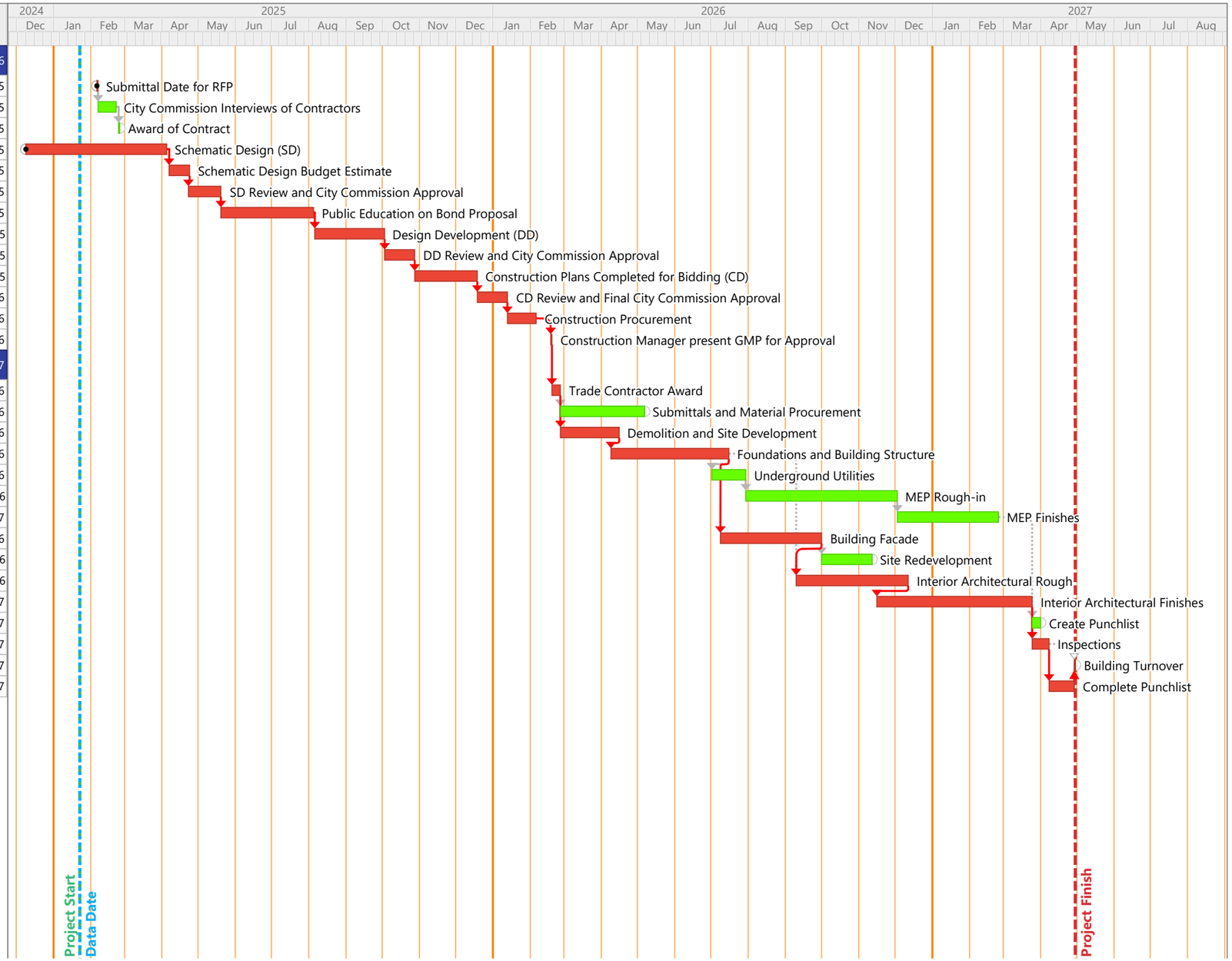
**F** Provide a high-level design and construction schedule showing milestones when information is needed from the Owner.

**FACT:** CLARK CONSTRUCTION HAS NEVER HAD LITIGATION WITH AN OWNER IN OUR 78 YEAR HISTORY...EVER.

## Project Schedule: Key Milestones for Birmingham Senior/Recreation Center



| ID | Description | Original Duration | Start | Finish |
|---|---|---|---|---|
| **Preconstruction** | | 313 | 12/09/24 | 02/18/26 |
| 20 | Submittal Date for RFP | 1 | 02/06/25 | 02/06/25 |
| 30 | City Commission Interviews of Contractors | 11 | 02/07/25 | 02/21/25 |
| 40 | Award of Contract | 1 | 02/24/25 | 02/24/25 |
| 50 | Schematic Design (SD) | 85 | 12/09/24 | 04/04/25 |
| 60 | Schematic Design Budget Estimate | 13 | 04/07/25 | 04/23/25 |
| 70 | SD Review and City Commission Approval | 19 | 04/23/25 | 05/19/25 |
| 80 | Public Education on Bond Proposal | 55 | 05/20/25 | 08/04/25 |
| 90 | Design Development (DD) | 42 | 08/06/25 | 10/02/25 |
| 100 | DD Review and City Commission Approva | 17 | 10/03/25 | 10/27/25 |
| 110 | Construction Plans Completed for Bidding | 38 | 10/28/25 | 12/18/25 |
| 120 | CD Review and Final City Commission App | 17 | 12/19/25 | 01/12/26 |
| 130 | Construction Procurement | 18 | 01/13/26 | 02/05/26 |
| 150 | Construction Manager present GMP for A | 1 | 02/18/26 | 02/18/26 |
| **Construction** | | 311 | 02/19/26 | 04/29/27 |
| 160 | Trade Contractor Award | 5 | 02/19/26 | 02/25/26 |
| 170 | Submittals and Material Procurement | 50 | 02/26/26 | 05/06/26 |
| 180 | Demolition and Site Development | 35 | 02/26/26 | 04/15/26 |
| 185 | Foundations and Building Structure | 70 | 04/09/26 | 07/15/26 |
| 190 | Underground Utilities | 20 | 07/02/26 | 07/29/26 |
| 195 | MEP Rough-in | 90 | 07/30/26 | 12/02/26 |
| 197 | MEP Finishes | 60 | 12/03/26 | 02/24/27 |
| 200 | Building Facade | 60 | 07/09/26 | 09/30/26 |
| 205 | Site Redevelopment | 30 | 10/01/26 | 11/11/26 |
| 210 | Interior Architectural Rough | 67 | 09/10/26 | 12/11/26 |
| 215 | Interior Architectural Finishes | 93 | 11/16/26 | 03/24/27 |
| 216 | Create Punchlist | 5 | 03/25/27 | 03/31/27 |
| 217 | Inspections | 10 | 03/25/27 | 04/07/27 |
| 218 | Building Turnover | 1 | 04/29/27 | 04/29/27 |
| 220 | Complete Punchlist | 15 | 04/08/27 | 04/28/27 |




# 3 WORK PLAN

# 3 WORK PLAN

**G** Identify techniques you are using to address the current economic and supply chain volatility while delivering transformative buildings per schedule and on budget.

| RISK | MITIGATION STRATEGY | EXAMPLE |
|---|---|---|

### 1. Phased Project Scope & Schedule Creep

Changes in priorities, scope and cost over multiple phases create layers of time and budget overruns.

- **Early Collaboration and Value Leadership:** We will implement a highly collaborative Big Room approach during the pre-construction phase, aligning with the City of Birmingham, Neumann/Smith, and key trade partners early in the process. By integrating all stakeholders upfront, we can make informed decisions that prevent scope creep and maintain schedule certainty.
- **Cost Certainty & Pull Planning:** Utilizing Pull Planning, we will build a schedule that ensures critical design and construction milestones are met while reducing rework. Additionally, **Target Value Delivery (TVD)** will keep the project within budget by setting cost parameters early and continuously adjusting design choices to meet them.

### 2. Material Shortages and Supply Chain Disruptions

The global supply chain continues to experience volatility, and the availability of certain materials—such as steel, copper, and specialty building products—could pose a risk to the project schedule. Prefabrication has become a crucial solution to this challenge.

- **Prefabrication and Early Procurement**: For example, our CCS Door Shop could handle key portions of the project, allowing us to pre-build and preassemble components, reducing the demand for on-site labor and limiting exposure to material delays.
- **Early Purchasing of Long-Lead Items**: We will work with the City of Birmingham and Neumann/Smith to identify long-lead materials during the early design stages and secure these items ahead of time. This reduces the risk of delays and provides cost certainty early in the process.
- **Regular Supply Chain Monitoring**: We continuously monitor market conditions through our Market Conditions Calculator, tracking fluctuations in material costs and availability. For example, recent market analysis showed **copper prices increasing by 11%**, allowing us to make informed purchasing decisions before prices rise further. By actively tracking these changes, we can adapt our strategy to reduce the impact of material shortages on the project.

Clark **MARKET CONDITIONS CALCULATOR**

| UNIFORMAT LEVEL 2 | TOTAL COST (DIRECT TRADE) | LABOR/ EQUIP % | MAT'L % | LABOR COST | LABOR ESC'L LEVEL | % | LABOR ESC'L | MAT'L COST | MATERIAL ESC'L LEVEL |
|---|---|---|---|---|---|---|---|---|---|
| A10 | $ 26,161 | 60% | 40% | $ 10,273 | N/A | 0% | $ - | $ 15,741 | Low |
| A20 | $ - | 0% | 0% | $ - | N/A | 0% | $ - | $ - | N/A |
| B10 | $ 452,889 | 60% | 40% | $ 271,851 | Low | 7% | $ 5,417 | $ 181,038 | High |
| B20 | $ 233,695 | 60% | 40% | $ 210,927 | N/A | 0% | $ - | $ 182,692 | N/A |
| B30 | $ 45,240 | 60% | 40% | $ 22,248 | Low | 7% | $ 11,082 | $ 146,183 | High |
| C10 | $ 281,016 | 60% | 40% | $ 449,512 | N/A | 0% | $ - | $ 419,888 | Medium |
| C20 | $ 31,992 | 60% | 40% | $ 22,748 | Low | 7% | $ 1,867 | $ 9,244 | Medium |
| C30 | $ 145,704 | 60% | 40% | $ 102,495 | N/A | 0% | $ - | $ 434,981 | Medium |
| D10 | $ 7,420 | 60% | 40% | $ 17,914 | N/A | 0% | $ - | $ 8,494 | Low |
| D20 | $ 38,091 | 60% | 40% | $ 138,134 | N/A | 0% | $ - | $ 101,451 | N/A |
| D30 | $ 416,071 | 60% | 40% | $ 1,111 | N/A | 0% | $ - | $ 44,762 | N/A |
| D40 | $ 16,945 | 60% | 40% | $ 1,111 | N/A | 0% | $ - | $ 1,111 | N/A |
| D50 | $ 291,035 | 60% | 40% | $ 292,993 | N/A | 0% | $ - | $ 192,665 | N/A |
| E10 | $ 35,160 | 60% | 40% | $ 42,113 | N/A | 0% | $ - | $ 16,254 | N/A |
| E20 | $ 85,424 | 60% | 40% | $ 15,000 | N/A | 0% | $ - | $ 34,707 | N/A |
| F10 | $ 13,865 | 60% | 40% | $ 6,000 | N/A | 0% | $ - | $ 1,215 | N/A |
| F20 | $ - | 60% | 40% | $ - | N/A | 0% | $ - | $ - | N/A |
| MARKET CONDITIONS CALCULATOR | $ 10,408,272 | | | $ 5,940,234 | | 1.03% | $ 61,470 | $ 4,468,038 | |

### 3. Labor Shortages

Labor shortages across the construction industry continue to be a pressing issue, particularly for skilled trades. Ensuring a steady and reliable workforce will be essential to meeting project timelines.

- **Leveraging Clark Contracting Services (CCS)**: Our in-house self-perform group, CCS, is a critical part of our labor strategy.
- **Local Trade Partner Engagement:** We will continue our proactive approach to engaging local trade schools and unions, ensuring we have access to a diverse pool of talent. By fostering strong relationships with local trade partners, we reduce the risk of labor shortages affecting the project.

### 4. Inflation and Rising Material Costs

Ongoing inflation and rising material costs—such as those seen with copper and other commodities—are a significant risk to project budgets.

- **Design Assist and Early Cost Certainty**: By engaging in Design Assist early in the process, we can work closely with trade partners and suppliers to lock in pricing before market fluctuations impact the budget. This provides early cost certainty and helps mitigate the risks associated with price volatility.
- **Prefabrication for Cost Efficiency**: Implementing prefabrication techniques, particularly for key components like doors, walls, and mechanical systems, reduces labor costs and the impact of material price increases. By doing more work off-site in a controlled environment, we lower overall project costs and minimize the risk of delays caused by rising prices.
- **Flexible Material Selection**: We will work closely with Neumann/Smith and the City of Birmingham to maintain flexibility in material selections. If certain materials become prohibitively expensive or difficult to source, we can quickly pivot to alternative options without compromising the design or project timeline.

| PROJECT | % OF CHANGE ORDERS |
|---|---|
| MSU Bioengineering | 0.00% |
| MSU Clinical C Wing | -0.28% |
| MSU Life Sciences | 0.98% |
| MSU Grand Rapids Research Center | 2.65% |
| MSU ISTB | 2.40% |
| MSU Business College Complex | 1.28% |
| CMU Biosciences | 2.80% |
| CMU Research Lab | 0.00% |
| CMU Anspach Hall | 0.06% |
| EMU Strong Hall | 0.88% |

### 5. Economic Uncertainty

The broader economic environment presents risks related to the availability of capital, changes in construction demand, and unforeseen shifts in market conditions.

- **Proactive Planning and Budget Management**: We use real-time data and forecasting tools, like our Contingency Calculator, to stay on top of risk related to economic trends. By continuously monitoring the market, we can proactively adjust the budget, secure pricing early, and implement cost-saving measures before economic uncertainty impacts the project.
- **Phased and Flexible Construction**: Our phased approach to construction allows us to be more agile in responding to economic changes. By maintaining flexibility in scheduling and resource allocation, we can adjust the scope or sequence of work to align with any shifts in market conditions.

Clark **CONTINGENCY CALCULATOR**

| UNIFORMAT LEVEL 2 | | RISK LEVEL | % | COST | TOTAL RISK |
|---|---|---|---|---|---|
| A10 | A10 Foundations | Medium | 8% | $ 706,011 | $ 56,481 |
| A20 | A20 Basement Construction | N/A | 0% | $ - | $ - |
| B10 | B10 Superstructure | Medium | 10% | $ 5,417,874 | $ 541,787 |
| B20 | B20 Exterior Enclosure | Medium | 10% | $ 2,336,953 | $ 233,695 |
| B30 | B30 Roofing | Low | 5% | $ 904,796 | $ 45,240 |
| C10 | C10 Interior Construction | Medium | 10% | $ 2,810,164 | $ 281,016 |
| C20 | C20 Stairs | Medium | 10% | $ 319,923 | $ 31,992 |
| C30 | C30 Interior Finishes | High | 10% | $ 1,457,044 | $ 145,704 |
| D10 | D10 Conveying | Low | 7% | $ 106,000 | $ 7,420 |
| D20 | D20 Plumbing | Low | 5% | $ 761,824 | $ 38,091 |
| D30 | D30 HVAC | Medium | 12% | $ 3,467,258 | $ 416,071 |
| D40 | D40 Fire Protection | Low | 5% | $ 338,898 | $ 16,945 |
| D50 | D50 Electrical | Medium | 10% | $ 2,910,351 | $ 291,035 |
| E10 | E10 Equipment | Medium | 10% | $ 351,602 | $ 35,160 |
| E20 | E20 Furnishings | Medium | 10% | $ 854,238 | $ 85,424 |
| F10 | F10 Special Construction | Medium | 10% | $ 138,648 | $ 13,865 |
| F20 | F20 Selective Building Demolition | Medium | 10% | $ - | $ - |

# 3 WORK PLAN

**H** Describe your process for developing and ensuring trade contractor interest within the current competitive market.

## ENSURING TRADE CONTRACTOR INTEREST IN A COMPETITIVE MARKET

Securing and maintaining strong trade partner engagement in today's market requires a proactive, relationship-driven approach that balances capacity, capability, and commitment. At Clark, we take a multi-tiered strategy that includes early outreach, resource planning, supplier diversity, and local engagement to ensure the right trade partners are aligned with project needs.

## STRATEGIC OUTREACH & TRADE CONTRACTOR ENGAGEMENT

Trade contractor engagement begins well before bid packages are released. Our team actively tracks market conditions, contractor capacity, and trade expertise to build interest in projects early.

- **Pre-Bid Engagement:** Well before procurement, we conduct outreach meetings with key trades to gauge interest, discuss scope requirements, and confirm their ability to commit the necessary resources.
- **Market Research & Capacity Analysis:** We maintain a database of pre-qualified trade contractors, ensuring we understand their financial strength, safety records, backlog, workforce availability, and expertise.
- **One-on-One Meetings:** We don't just pull from lists—we meet with business owners to understand their challenges and how we can structure bid packages to maximize participation.
- **Tailored Bid Packages:** We align bid packages with trade partner capacity, ensuring scopes are structured in a way that encourages competitive participation while maintaining quality and accountability.

This early engagement approach ensures strong trade parnter interest while reducing the risk of low bid turnout, capacity issues, or delays during procurement.

## COMMITMENT TO SUPPLIER DIVERSITY & EQUITABLE OPPORTUNITIES

Clark is committed to expanding opportunities for diverse, minority-, women-, and micro-local business enterprises (MLBE/DBE) through intentional outreach and ongoing relationship-building.

- **Early Communication & Transparency:** We inform diverse trade partners early about upcoming bid opportunities, allowing them time to prepare, partner, and plan for participation.
- **Capacity Building & Business Support:** We work with MBE/WBE/MLBE firms to understand their needs, whether it's payment terms, resource planning, or mentorship opportunities.
- **Mentorship & Teaming Strategies:** When needed, we facilitate partnerships between emerging firms and larger contractors to provide support while maintaining compliance with contract goals.

## LOCAL CONTRACTOR ENGAGEMENT & WORKFORCE DEVELOPMENT

Clark believes in keeping work local, supporting Birmingham-based businesses and workforce initiatives.

- **Proven Local Engagement Success:** On the Daxton Hotel project, over 95% of contractors were Michigan-based, with nearly 80% from Southeast Michigan.
- **Prioritizing Local Trade Partners:** For the Birmingham Senior/Recreation Center, we will prioritize outreach to Birmingham-area trade partners and work closely with the City's MLBE program to ensure strong participation.
- **Workforce Pipeline Development:** Clark is actively involved in local workforce development efforts, partnering with trade schools, unions, and apprenticeship programs to support skilled labor availability.

## RESOURCE COMMITMENT & ONGOING TRADE PARTNER COORDINATION

Maintaining strong trade contractor engagement doesn't stop at bid procurement—it requires continuous collaboration throughout construction.

- **Pull Planning & Resource Commitments:** Through LEAN Pull Planning, we coordinate with trade partners daily to ensure labor, materials, and equipment are properly allocated.
- **Tracking & Adjusting in Real Time:** We proactively track trade partner commitments and adjust in real-time to avoid bottlenecks, delays, or shortages before they occur.
- **Maintaining a Competitive Market:** Our market-driven approach ensures healthy competition while mitigating risks associated with trade partner availability and resource constraints.

**Clark's proven strategies, from early outreach and supplier diversity efforts to local contractor engagement and real-time resource tracking, ensure that the Birmingham Senior/Recreation Center will attract and maintain a strong, competitive, and high-quality trade partner network. By taking a relationship-driven approach and leveraging our market expertise, we are positioned to deliver a project that is efficient, inclusive, and impactful for Birmingham and its residents.**

**Example:** A trade partner outreach for the City of Grand Rapids in 2024 was successful due to established relationships with local trades

WALKING THE TALK

## Our Approach for Successful Diverse Supplier Outreach

### 1. ESTABLISH RELATIONSHIPS

Visiting our suppliers in-person and understanding their business challenges is critical. Establishing relationships and getting to know each business' capabilities and work desired to perform helps to get them to the table. Personal invites to potential projects go farther, and when trade partners know they have a chance to bid successfully they are excited to come to the table.

### 2. IDENTIFYING AND REMOVING BARRIERS

Finding out a trade partners' specific challenges to pre-qualification and bidding, as an example: not having professionally prepared financial documents, and helping each supplier overcome those challenges is critical to keep them engaged. This may include breaking up bid packages to more manageable sizes so they can reasonably perform the scope of work or removing specific requirements in exchange for a smaller piece of a project. This may include providing partnering opportunities with larger subcontractors.

### 3. BIDDING / PRE-QUALIFICATION WORKSHOPS

Taking the time to walk through the entire process through workshops and providing access to our staff for questions makes the process easier and builds trust with our trades.

*Trade partner appreciation event at Founder's Brewing Company*

# 4 FEE PROPOSAL

**A** Using the level of effort work plan provided, (Exhibit "C"), indicate proposed fees to complete the work as defined on the worksheet. Include billing rates for all personnel who will work on this project along with estimated hours for each and breakdown of General Conditions for construction.

Financial Proposal Worksheet — **Clark Construction Company**

| | | Proposed Cost |
|---|---|---|
| ***Guaranteed Maximum Pre Bond Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 10,671 |
| Sub-Total GMP PreBond Phase Labor | | $ 10,671 |
| ***Guaranteed Maximum Preconstruction Phase Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 25,775 |
| Preconstruction Phase Reimbursable Expenses (from tab 3) | | $ - |
| Sub-Total GMP Precon Phase Labor | | $ 25,775 |
| ***Guaranteed Maximum Construction Phase CM Labor and GC's*** | | |
| Construction Phase CM Labor Costs (from tab 2) | | $ 680,120 |
| Construction Phase CM General Conditions Costs (from tab 3) | | $ 29,975 |
| Sub-total GMP Construction Phase Labor | | $ 710,095 |
| **Total Pre-Construction and Construction Phase Labor/GC's** | | **$ 735,870** |
| ***Proposed CM Fee*** | | |
| Construction Management Fee as % of the Cost of Work | % | 1.95% |
| ***Proposed CM Percentage-Based Expenses*** | | |
| Construction Management performance, labor and material bonds | % | 0.60% |
| Construction Management Insurances | % | 0.75% |
| Subcontractor Default Insurance | % | 1.25% |

| CM General Conditions/Reimbursables | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| **Preconstruction Phase** | | | | |
| In Precon Fee | 0 | ea | $0 | $0 |
| In Precon Fee | | | | $0 |
| In Precon Fee | | | | $0 |
| Subtotal Preconstruction Phase GC/Reimbursables | | | | $0 |

| Construction Phase | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| FIELD OFFICE JANITORIAL | 15 | Month | $100 | $1,500 |
| TEMPORARY TOILETS - TRAILER | 15 | Month | $300 | $4,500 |
| DRINKING WATER | 15 | Month | $15 | $225 |
| OFFICE TRAILER RENTAL | 15 | Month | $900 | $13,500 |
| OFFICE TRAILER SET UP | 1 | Lump Sum | $3,500 | $3,500 |
| PRINTER | 15 | Month | $400 | $6,000 |
| OFFICE SUPPLIES | 15 | Month | $50 | $750 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| Subtotal Construction Phase GC/Reimbursables | | | | $29,975 |

**PRE-BOND LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| Janice Suchan | Project Exec. | $202 | 0 | $0 |
| Chad Thelen | Market Leader/Pre-Con Mgr. | $150 | 10 | $1,503 |
| Andy Richter | Sr. Proj. Mgr. | $125 | 0 | $0 |
| Allison Clark/Jeremy Barr | Estimator | $115 | 80 | $9,168 |
| Jen Huebel | Pre-Bond Manager | $75 | 0 | $0 |
| | **Subtotal PreBond Labor Costs** | | 90 | $10,671 |

*Prebond costs will not be invoiced if bond does not pass

**PRE-CONSTRUCTION LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| Janice Suchan | Project Exec. | $202 | 0 | $0 |
| Chad Thelen | Market Leader/Pre-Con Mgr. | $150 | 0 | $0 |
| Andy Richter | Sr. Proj. Mgr. | $125 | 0 | $0 |
| Allison Clark/Jeremy Barr | Estimator | $115 | 225 | $25,775 |
| | **Subtotal Preconstruction Labor Costs** | | 225 | $25,775 |

**CONSTRUCTION PHASE LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| Janice Suchan | Project Exec. | $202 | 0 | $0 |
| Chad Thelen | Market Leader/Pre-Con Mgr. | $150 | 0 | $0 |
| Andy Richter | Sr. Proj. Mgr. | $125 | 398 | $49,655 |
| Jarrett Moquin | Assistant Proj. Mgr. | $84 | 2682 | $225,363 |
| Jackie Ikeoha | Project Engineer | $75 | 1384 | $103,980 |
| Steve Thornton | Steve Thornton | $106 | 2595 | $274,269 |
| Jeremy Barr | BIM Coordinator | $115 | 0 | $0 |
| Dale Ave Lallement | Safety | $97 | 130 | $12,557 |
| Lori Fernette | Accounting | $75 | 190 | $14,297 |
| | **Subtotal Construction Phase Labor Costs** | | 7378 | $680,120 |

GREATER TOGETHER
EDUCATION
SERVICE
VITALITY
WELLBEING
BELONGING
COMMUNITY
Welcome
ADMIN OFFICE
VENDING
Clark
CLARKCC.COM

# ATTACHMENT C:
# Fee Proposal

Proposals must be received no later than: **Thursday, February 6, 2025 at 10:00am EST. Respondents must use this page as "Criteria 4: Financial Proposal" in their RFP response.**

Respondents must complete the Fee Proposal Worksheet, Fee Proposal Labor Rate Schedule and GC Reimbursable Costs on the following pages and include PDF with submission.

The undersigned Bidder states that this proposal is made in conformity with the RFP and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the RFP, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

| | |
|---|---|
| Company Name: | **Clark Construction Company** |
| Signature: | |
| Name: | **Samuel D. Clark** |
| Title: | **CEO** |
| Date: | **February 6, 2025** |

Financial Proposal Worksheet

**Clark Construction Company**

| | | Proposed Cost |
|---|---|---|
| ***Guaranteed Maximum Pre Bond Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 10,671 |
| Sub-Total GMP PreBond Phase Labor | | $ 10,671 |

| | | |
|---|---|---|
| ***Guaranteed Maximum Preconstruction Phase Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 25,775 |
| Preconstruction Phase Reimbursable Expenses (from tab 3) | | $ - |
| Sub-Total GMP Precon Phase Labor | | $ 25,775 |

| | | |
|---|---|---|
| ***Guaranteed Maximum Construction Phase CM Labor and GC's*** | | |
| Construction Phase CM Labor Costs (from tab 2) | | $ 680,120 |
| Construction Phase CM General Conditions Costs (from tab 3) | | $ 29,975 |
| Sub-total GMP Construction Phase Labor | | $ 710,095 |
| **Total Pre-Construction and Construction Phase Labor/GC's** | | **$ 735,870** |

| | | |
|---|---|---|
| ***Proposed CM Fee*** | | |
| Construction Management Fee as % of the Cost of Work | % | 1.95% |
| ***Proposed CM Percentage-Based Expenses*** | | |
| Construction Management performance, labor and material bonds | % | 0.60% |
| Construction Management Insurances | % | 0.75% |
| Subcontractor Default Insurance | % | 1.25% |

**PRE-BOND LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| Janice Suchan | Project Exec. | $202 | 0 | $0 |
| Chad Thelen | Market Leader/Pre-Con Mgr. | $150 | 10 | $1,503 |
| Andy Richter | Sr. Proj. Mgr. | $125 | 0 | $0 |
| Allison Clark/Jeremy Barr | Estimator | $115 | 80 | $9,168 |
| Jen Huebel | Pre-Bond Manager | $75 | 0 | $0 |
| | | **Subtotal PreBond Labor Costs** | 90 | $10,671 |

*Prebond costs will not be invoiced if bond does not pass

**PRE-CONSTRUCTION LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| Janice Suchan | Project Exec. | $202 | 0 | $0 |
| Chad Thelen | Market Leader/Pre-Con Mgr. | $150 | 0 | $0 |
| Andy Richter | Sr. Proj. Mgr. | $125 | 0 | $0 |
| Allison Clark/Jeremy Barr | Estimator | $115 | 225 | $25,775 |
| | | **Subtotal Preconstruction Labor Costs** | 225 | $25,775 |

**CONSTRUCTION PHASE LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| Janice Suchan | Project Exec. | $202 | 0 | $0 |
| Chad Thelen | Market Leader/Pre-Con Mgr. | $150 | 0 | $0 |
| Andy Richter | Sr. Proj. Mgr. | $125 | 398 | $49,655 |
| Jarrett Moquin | Assistant Proj. Mgr. | $84 | 2682 | $225,363 |
| Jackie Ikeoha | Project Engineer | $75 | 1384 | $103,980 |
| Steve Thornton | Steve Thornton | $106 | 2595 | $274,269 |
| Jeremy Barr | BIM Coordinator | $115 | 0 | $0 |
| Dale Ave Lallement | Safety | $97 | 130 | $12,557 |
| Lori Fernette | Accounting | $75 | 190 | $14,297 |
| | | **Subtotal Construction Phase Labor Costs** | 7378 | $680,120 |

| CM General Conditions/Reimbursables | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| | | | | |
| **Preconstruction Phase** | | | | |
| In Precon Fee | 0 | ea | $0 | $0 |
| In Precon Fee | | | | $0 |
| In Precon Fee | | | | $0 |
| Subtotal Preconstruction Phase GC/Reimbursables | | | | $0 |
| | | | | |

| Construction Phase | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| FIELD OFFICE JANITORIAL | 15 | Month | $100 | $1,500 |
| TEMPORARY TOILETS - TRAILER | 15 | Month | $300 | $4,500 |
| DRINKING WATER | 15 | Month | $15 | $225 |
| OFFICE TRAILER RENTAL | 15 | Month | $900 | $13,500 |
| OFFICE TRAILER SET UP | 1 | Lump Sum | $3,500 | $3,500 |
| PRINTER | 15 | Month | $400 | $6,000 |
| OFFICE SUPPLIES | 15 | Month | $50 | $750 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| N/A | | | | $0 |
| Subtotal Construction Phase GC/Reimbursables | | | | $29,975 |

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# ConsensusDocs 500
# STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

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**CONTENT SECURE ID: 1D12E971-D9C1**

## ConsensusDocs 500

# STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

### TABLE OF ARTICLES


1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTION MANAGER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
9. CHANGES
10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS
15. CONTRACT DOCUMENTS


### ARTICLE 1 AGREEMENT

This Agreement is made this [_____] day of [_____] in the year [_____], by and between the

OWNER, City of Birmingham

and the

CONSTRUCTION MANAGER, [_____]

for construction and services in connection with the following

PROJECT Senior/Recreation/Community Center

Design Professional is Neumann Smith.

### ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.



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**CONTENT SECURE ID: 1D12E971-D9C1**

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached attachments are a part of this Agreement:

Attachment A: Reference Materials.
Attachment B: Construction Management Services.
Attachment C: Fee Proposal
Attachment E: Proposed Timeline

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.



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2.5.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 "Date of Commencement" is as set forth in §6.1.

2.5.9 "Day" means a calendar day.

2.5.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 "Final Completion" occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 "Guaranteed Maximum Price" is the not-to-exceed Contract Sum amount that is guaranteed by the Construction Manager, subject to additions and deductions and other provisions of the Contract Documents expressly stating an obligation of the Owner to pay the Construction Manager under the circumstances defined in such provisions. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

2.5.14 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.15 "Interim Directive" is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.16 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.17 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.18 "Overhead" means (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.19 "Owner" is the person or entity identified in ARTICLE 1.

2.5.20 The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.



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2.5.21 The "Parties" are collectively Owner and Construction Manager.

2.5.22 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.23 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.24 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.25 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.26 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.27 A "Supplier" is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.28 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.29 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.30 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

### 3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.



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3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is [_____]. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRE-BOND SERVICES The Pre-Bond Services under this section are included in Construction Manager's work.

3.3.1 CONCEPTUAL DESIGN Attend test fit and conceptual design meetings to gain familiarity with the project. Construction Manager's representatives should be able to advise the owner and designer on cost, constructability, phasing and other construction related items.

3.3.2 SCHEMATIC DESIGN ESTIMATE Provide a Schematic Design Estimate and anticipated project schedule prior to seeking approval from the City Commission.

3.3.3 BOND SUPPORT Work with City and Architect in public campaign to educate about project including attending informational meetings.

3.4 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.



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3.4.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.4.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.4.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.4.4 ESTIMATES

3.4.4.1 When schematic design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.4.4.2 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.4.4.3 When construction documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.4.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.



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3.4.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.4.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

3.4.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

3.4.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.4.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

3.4.10 CONSULTANTS Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.4.11 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.4.12 OTHER PRECONSTRUCTION SERVICES Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.5 GUARANTEED MAXIMUM PRICE (GMP)

3.5.1 At such time as the Parties agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement. The Guaranteed Maximum Price shall be the sum of the following amounts:

3.5.1.1 Cost of the Work, based on amounts of subcontracts and purchase orders approved by the Owner under Article 5; amounts for Self-Performed Work, if any, approved by the Owner under 5.2.4, and other Costs of the Work as defined in Article 8;



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3.5.1.2 The Guaranteed Maximum Among of personnel costs, based on Hourly Billing Rates set forth in Exhibit X hereto necessarily incurred by the Construction Manager in the performance of the Contract, not to exceed the maximum amount for personnel cost of ($ .00) Dollars;
3.5.1.3 Guaranteed Maximum General Conditions Cost in the amount of ($ .00) Dollars, based on the approved schedule and the line item breakdown of such Guaranteed Maximum General Conditions Cost set forth in Exhibit X;
3.5.1.4 Construction Manager's Fee, calculated by multiplying the sum of the amounts under Subpart 3.4.1.1 through 3.4.1.3 above by ( %);
3.5.1.5 GMP Contingency (as defined in Section 7.6 hereof) in the amount of ($ .00) Dollars; plus
3.5.1.6 Allowance amount for cost incurred by the Construction Manager for permits, insurance, and bonds required to be provided by the Construction Manager under the Contract Documents.

3.5.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.5.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.5.2.2 a list of allowances and a statement of their basis;

3.5.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.5.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.5.2.5 a schedule of applicable alternate prices;

3.5.2.6 a schedule of applicable unit prices;

3.5.2.7 a statement of any work to be self-performed by Construction Manager.

3.5.3 Construction Manager shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.5.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.5.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality



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of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.5.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.5.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.5.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.5.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.5.8.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.5.8.3 terminate the Agreement for convenience in accordance with §12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.5.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.6 WORKMANSHIP

3.6.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.7 COOPERATION WITH WORK OF OWNER AND OTHERS

3.7.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.7.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of



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construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.7.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.7.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.8 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.8.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.8.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

3.8.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.8.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.8.5 Nothing in §3.7 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.8.6 COST REPORTING Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions,



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drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.8.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.9 MATERIALS FURNISHED BY OWNER OR OTHERS

3.9.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.10 TESTS AND INSPECTIONS

3.10.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.10.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.10.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

3.11 WARRANTY

3.11.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse.



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Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.11.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.11.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.12 CORRECTION OF WORK WITHIN TWO YEARS

3.12.1 If before Substantial Completion or within two years after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing. Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.12.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.12.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.12.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by



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itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.12.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.12.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.12.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

## 3.13 CORRECTION OF COVERED WORK

3.13.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.

3.13.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

## 3.14 SAFETY OF PERSONS AND PROPERTY

3.14.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.14.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.14.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.



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Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.14.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.15 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.16 HAZARDOUS MATERIALS

3.16.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.16.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.16.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.16.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.16.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.16.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

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3.16.7 MATERIALS BROUGHT TO THE WORKSITE

3.16.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.16.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.16.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

3.16.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.17 SUBMITTALS

3.17.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.17.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.



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3.17.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.17.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.17.5 Construction Manager shall prepare and submit to Owner

X Final marked-up as-built drawings;
X Updated electronic data, in accordance with §4.6.1;
[_____] Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.18 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.19 WORKSITE CONDITIONS

3.19.1 WORKSITE VISIT Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.19.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.20 PERMITS AND TAXES

3.20.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall



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provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.20.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

3.20.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.21 CUTTING, FITTING, AND PATCHING

3.21.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.21.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.22 CLEAN UP

3.22.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.22.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.23 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

3.24 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.24.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.25 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors,



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Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Construction Manager the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at



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a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Brian Deming, Kramer Management Group. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

## ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.



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5.2.3 Except for trade categories where the Owner assigned to the Construction Manager the preferred Subcontractors, supervision and other incidental Work performed by the Construction Manager's personnel as part of the General Condition Costs and except as approved by the Owner in advance in writing with respect to the Design-Assist Subcontractors and Section 5.2.4 hereof with respect to Self-Performed Work, all construction Work for the Project shall be performed by subcontractors and suppliers under subcontracts, purchase orders or other appropriate agreements with the Construction Manager, and neither the Construction Manager nor any affiliate of the Construction Manager shall perform any trade contractor Work with its own forces without the prior written approval of the Owner in accordance with Section 5.2.4. All Work (except such supervision and incidental Work included in the General Conditions Costs) shall be competitive bid on an "open book" basis with full transparency to the Owner and Owner's Representative. The Construction Manager shall consult with the Owner's Representative regarding the bidding and buy-out process in advance and shall permit the Owner's Representative to participate in such process as may be requested by the Owner's Representative.

5.2.3.1 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and except for the design-assist Subcontracts approved by the Owner in advance in writing, shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager.

5.2.4 If the Construction Manager desires to perform trade contractor work for the Project with its own forces or those of an affiliate of the Construction Manager ("Self-Performed Work"), the Construction Manager shall notify the Owner in advance of the scheduled date for Construction Manager bidding of such desired Self-Performed Work. For each portion of the Self-Performed Work, the following shall apply: Within fourteen (14) days after issuance of the Construction Documents for such portion of the Self-Performed Work, the Construction Manager shall submit to the Owner's Representative a not-to-exceed price for the Cost of the Work for such portion of the Self-Performed Work, which shall include the actual cost to the Construction Manager plus mark-up of eight (8%) percent for overhead and profit. The Construction Manager's proposed price may include trade contractor general requirements costs required for the performance of the desired Self-Performed Work. However, since all Subcontracts must exclude the Construction Manager's General Conditions Costs, the Construction Manager's proposed price for the desired Self-Performed Work shall also exclude such General Conditions Costs. The Labor Rates shall only apply for Self-Performed Work, which Labor Rates shall exclude overhead and profit, and shall be subject to audit by the Owner's Representative and accountants. The Owner's Representative shall have the right to determine, in its sole discretion, whether the proposed not-to-exceed price for the portion of the Self-Performed Work is acceptable. If the Owner's Representative accepts the proposed not-to-exceed price, such not-to-exceed price for the portion of the Self-Performed Work shall be included as a Cost of the Work as defined under Article 8. If the Owner's Representative does not accept the proposed not-to-exceed price for the portion of the Self-Performed Work, the Owner's Representative shall have the right to require the Construction Manager to solicit qualified contractor bids for such portion of the Self-Performed Work, and the Construction Manager shall be permitted to submit a bid for such work to the Owner's Representative in advance of the other solicited bidders or provide for public opening of bids to ensure open competition. In such event, the contract for such portion of the Self-Performed Work will be awarded to the bidder selected by the Owner's Representative. Subject to the provisions of this Section 5.2.4 regarding the determination of the price for Self-Performed Work, the provisions of the Contract Documents applicable to Subcontractors shall apply to all Self-Performed Work performed by the Construction Manager under this Section 5.2.4.



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5.2.5 The Owner and Construction Manager shall mutually determine, on a case-by-case basis, which subcontractors will be required to provide payment and performance bonds, and no standard requirement will be applied requiring all subcontracts over a threshold dollar amount to be bonded. The Owner and Construction Manager shall each make such determination in good faith based on commercially reasonable standards and evaluation of the relevant risk and bonding costs related to the specific subcontract and other Project objectives of the Owner. If the Construction Manager recommends that a subcontractor be bonded and the Owner does not agree, the Owner and Construction Manager shall implement mutually agreeable measures to minimize the likelihood of, and adverse effects resulting from, a potential default of such subcontractor, with the goal of avoiding unreasonable risk to the Construction Manager and avoiding unreasonable additional cost to the Owner. If the Owner and Construction Manager mutually agree, subcontractor default insurance shall be provided in lieu of subcontractor bonds, in which event, the Construction Manager's cost for the such insurance coverage shall be included in the Guaranteed Maximum Price under a separate line item and the Construction Manager's Fee shall not be applied to such cost.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §12.4 or §12.5; (b) Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing; and (c) Owner assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

## ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: [_____].

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.



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6.1.3 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If



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Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: [_____].

6.6.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

## ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8;

7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4; and

7.1.3 The cost of permits, insurance, and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the GMP

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4: [_____].

7.4 FEE ADJUSTMENTS:



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7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: [_____].

7.4.2 except as provided for in §6.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PREBOND SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Lump Sum.

7.5.1 Initial Contract to be set at Pre-Bond Services value. After successful Public Bond vote the balance of Contract to be set as Change Order in terms and value submitted with initial RFP response

7.6 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Lump Sum.

7.7 GMP CONTINGENCY INCLUDED IN THE GUARANTEED MAXIMUM PRICE

7.7.1 The Guaranteed Maximum Price shall include a GMP Contingency in the amount of _To Be Determined__ (__%) percent. The GMP Contingency is for the Construction Manager's exclusive use to cover unanticipated additional Costs of the Work and additional General Conditions Costs that are not the basis for a Change Order under the Contract, but which the Construction Manager incurs in connection with the bidding and construction of the Work. The GMP Contingency shall not be used for (i) costs resulting from the negligence of the Construction Manager, (ii) costs resulting from the failure of the Construction Manager to perform a specific task under the Contract, (iii) costs recoverable from subcontractors, subcontractor bonds or subcontractor default insurance, or (iv) payment of the deductible portion of insurance losses in excess of Ten Thousand ($10,000) Dollars. The GMP Contingency shall not be used to pay for Self-Performed Work or for additional costs incurred by the Construction Manager as a result of any Self-Performed Work, without the prior written consent of the Owner's Representative, which consent shall not be unreasonably withheld.

7.7.2 The GMP Contingency is not available to Owner for any reason, including changes in scope or any other item which would entitle Construction Manager to increase the Guaranteed Maximum Price under the Contract Documents. Construction Manager shall provide Owner's Representative notice of all anticipated charges against the GMP Contingency, and shall provide Owner, as part of the monthly status report required by the Contract Documents, an accounting of the GMP Contingency, including all reasonably foreseen uses or potential uses of the GMP Contingency in the upcoming three (3) months.

7.7.3 If the Construction Manager uses a portion of the GMP Contingency, a Change Order shall be issued to allocate such portion of the GMP Contingency, as applicable, to the appropriate trade work line item in the Schedule of Values.

7.7.4 When the Guaranteed Maximum Price is determined under Section 3.4 hereof, the Construction Manager's Fee shall not be applied to the GMP Contingency amount. At the time that a portion of the GMP Contingency is used (as described in, and subject to, Section 7.6.1 above), the Construction Manager's Fee shall be applied to the amount of the GMP Contingency that is being used.

## ARTICLE 8 COST OF THE WORK



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8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.3.

8.2 COST ITEMS

8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.

8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work pursuant to §8.2.1 and §8.2.2. Vacation, sick day, and holiday pay shall be included in the hourly billing rates, and Project shall not be invoiced for employees' vacation, sick day, or holiday hours.

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.6 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.10 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.



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8.2.11 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.12 Water, power, and fuel costs necessary for the Work.

8.2.13 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.14 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.15 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.

8.2.16 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

## ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager



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to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus [_____]% for Overhead and [_____]% for profit. Construction Manager's Overhead and profit shall be added to any net increase in GMP. No Overhead and profit shall be applied to any net decrease in the GMP that is less than $50,000. Overhead and profit shall be applied to any net decrease of the GMP that is $50,000 or more. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.



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9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

## ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the twenty fifth (25) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than thirty (30) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take the Cost of the Work incurred by the Construction Manager for construction work performed, determined by multiplying the percentage of completion of each portion of the Work by the share of the Cost of the Work allocated to such portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Article 9;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%);
3. Add the amount incurred by the Construction Manager for General Conditions Costs;



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4. Add the Construction Manager's Fee, computed upon the amounts in Subparts 1 through 3 above at the rate of ( _____ %) percent less retainage of ten (10%) percent;
5. Add the actual cost paid by the Construction Manager for permits, fees and bonds
6. Add for insurance calculated at a rate of ____%;
7. Subtract the aggregate of previous payments made by the Owner
8. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 10.2.3 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
9. Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 10.3.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL CONDITIONAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Construction Manager and each Subcontractor whose subcontract exceeds five thousand ($5,000.00) Dollars shall provide partial conditional lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work with each payment application. Such waivers shall be conditional upon payment. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain ten percent (10%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 after the Work is fifty percent (50%) complete, Owner may agree to withhold no additional retainage and may pay Construction Manager the full amount due on account of subsequent progress payments;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;



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10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.



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10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.



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10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

## ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone



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for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Employers' Liability Insurance
(a) $1,000,000 bodily injury by accident per accident.
(b) $1,000,000 bodily injury by disease policy limit.
(c) $1,000,000 bodily injury by disease per employee.

11.2.1.2 Business Automobile Liability Insurance $1,000,000 per accident.

11.2.1.3 Commercial General Liability Insurance
(a) $5,000,000 per occurrence.
(b) $20,000,000 general aggregate.
(c) $[_____] products/completed operations aggregate.
(d) $[_____] personal and advertising injury limit.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is



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located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Construction Manager's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this



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insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Construction Manager, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1 Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.6 POLLUTION LIABILITY INSURANCE Construction Manager ☐ is/ ☐ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.6.1 If applicable: in the following amounts: 1,000,000 per occurrence, and shall apply for two year(s) after Final Completion. The policy shall cover Construction Manager's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☒ shall/ ☐ shall not require Construction Manager to purchase and maintain additional liability coverage. If required, Construction Manager shall provide:

11.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella



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liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.4.2 ☒ OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds ☒ are/ ☐ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

11.6 PROFESSIONAL LIABILITY INSURANCE To the extent Construction Manager is required to procure design services in accordance with §3.17, Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Owner, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than two million dollars ($2,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance *shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by* the Construction Manager's design professional for this Project. Coverage shall be continued in effect for two (2) year(s) following Substantial Completion. Construction Manager's design professional shall pay the self-insured retention and deductible.

## ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE



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12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner or Others performing work under §12.3 shall also have the right to use construction tools and equipment belonging to the Construction Manager or its subcontractors and located on the Worksite for the purpose of completing the remaining Work but



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only after Construction Manager's written consent which shall not be unreasonably withheld. If Owner uses Construction Manager's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Construction Manager and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Construction Manager's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; or (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: zero.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

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12.5.1 Seven (7) Days after Owner's receipt of written notice from Construction Manager, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

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13.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in this section, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §13.5. The Parties agree that the dispute mitigation procedure shall be:

☐ Project Neutral ("Neutral")
☒ Dispute Review Board (DRB).

13.3.1 MITIGATION PROCEDURES As soon as practicable after the execution of this Agreement, the Neutral or DRB shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of responsibilities, including requirements for nonbinding findings. Costs and expenses of the Neutral or DRB shall be shared equally by the Parties. A Neutral or DRB shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral or DRB to address matters in dispute between the Parties promptly and knowledgeably.

13.3.2 If the matter remains unresolved following the issuance of the nonbinding findings or such findings are not made within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §13.5.

13.3.3 If the Parties agree to use a DRB, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2. shall be governed by the specifications and agreement applicable to that DRB.

13.4 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☒ Arbitration using:

☒ the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;
☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
☐ the current arbitration rules of [_____] and administered by [_____].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the



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**CONTENT SECURE ID: 1D12E971-D9C1**

arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.6 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.7 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.8 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.9 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

## ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to



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**CONTENT SECURE ID: 1D12E971-D9C1**

exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.9 PREVAILING WAGE If Project is subject to local, state, and/or federal prevailing wage and fringe benefit requirements, including but not limited to MCL 408.1101 (as amended), the Inflation Reduction Act of 2022 (as amended), or other Owner-mandated wage requirements, Construction Manager shall comply with, and ensure that its subcontractors comply with, the contractual and reporting obligations. Construction Manager shall indemnify and hold the Owner harmless from any claim, damage, loss, or expense incurred by the Owner, including but not limited to reasonable attorneys' fees, in any way related to failure of the Construction Manager or its subcontractors to comply.

## ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISITING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

(a) Drawings: [_____]
(b) Specifications: [_____]
(c) Addenda: [_____]
(d) Owner Provided information: [_____]
(e) Other: [_____]

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.



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**CONTENT SECURE ID: 1D12E971-D9C1**

**We take no exceptions to the contract.**

OWNER: [____]

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

CONSTRUCT MANAGER: [____]

BY: _____ NAME: Samuel D. Clark TITLE: CEO

WITNESS: _____ NAME: Elizabeth M. Zietlow TITLE: Notary Public

END OF DOCUMENT.

**ELIZABETH M. ZIETLOW**
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission expires May 26, 2030
Acting in the County of Ingham



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**CONTENT SECURE ID: 1D12E971-D9C1**

**CONTACT:**
**Adam Gut**
*Vice President*
**Frank Rewold & Sons Inc.**
248.310.0805 | agut@frankrewold.com

FEBRUARY 6, 2025

## RFP FOR CM SERVICES RESPONSE

# BIRMINGHAM SENIOR/RECREATION CENTER

**FRANK REWOLD & SONS INC.**
Construction Manager | General Contractor | Property Manager
303 E. Third Street | Suite 300 | Rochester, MI 48307 | 248.651.7242 | frankrewold.com

@frankrewoldsons
EXPLORE OUR SOCIALS

February 6, 2025

Jana Ecker, City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

**RE: RFP Response - City of Birmingham, New Senior & Recreation Center**

Dear Jana:

By many accounts, the OPC Social & Activity Center in Rochester is an exemplary public facility. Since it was constructed in 2003, municipalities from across the United States have toured it. Indeed, Frank Rewold & Sons Inc. (FRS) built new the 90,000 sf community center. Twenty years later, the facility still wins awards, and we continue to service our client - a big reason why so many other communities choose FRS!

For the City of Birmingham Senior & Recreation Center Project, bid solicitation, budget, and constructability reviews are the keys to success. Proper preconstruction planning up front will lead to proficient performance in the field.

**In FRS, City of Birmingham will receive:**

- **An experienced Recreation Center "A" Team**
- 107 Years of building communities
- Extensive, current, municipal, recreational, and LEED® project experience
- Accurate estimating, value analysis, LEAN Methodology, and CMR GMP Development
- Synergistic Neumann/Smith Architecture and City of Birmingham relationships

Genuinely, if the City is looking for a building partner, FRS is it. We are eager to win your work and earn your trust. Should you have any questions, I can be reached directly at 248.310.0805 or agut@frankrewold.com

Sincerely,

**FRANK REWOLD & SONS**

Adam Gut
Vice President

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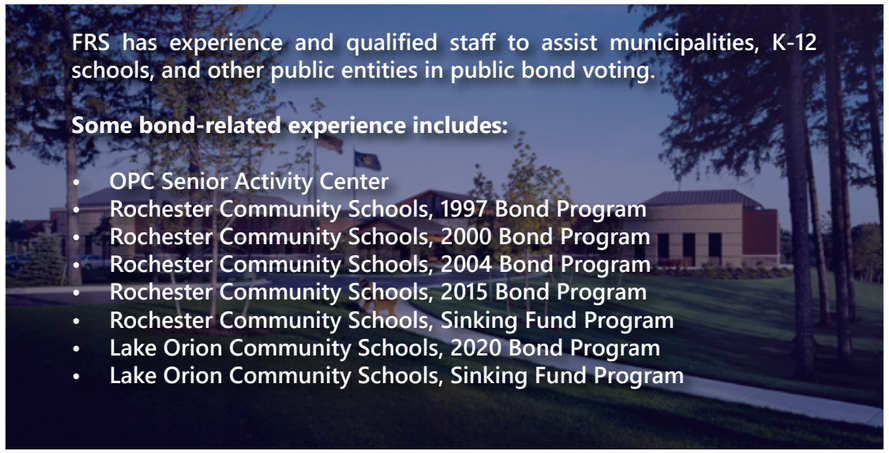
## MUNICIPAL PROJECT EXPERIENCE:

| | |
|---|---|
| Addison Township | (3) Projects |
| Auburn Hills | (2) Projects |
| Bloomfield Township | (1) Project |
| Bloomfield Hills | (5) Projects |
| Canton Township | (1) Project |
| Charter Township of Oakland | (2) Projects |
| **City of Birmingham** | **(3) Projects** |
| City of Grosse Pointe | (2) Projects |
| City of Rochester | (3) Projects |
| City of Oak Park | (3) Projects |
| Clinton Township | (4) Projects |
| City of Ferndale | (1) Project |
| Grand Blanc Township | (1) Project |
| Green Oak Township | (2) Projects |
| Grosse Pointe Woods | (1) Project |
| Hartland Township | (1) Project |
| Lyon Township | (1) Project |
| Madison Heights | (2) Projects |
| Milford Township | (1) Project |
| Northfield Township | (1) Project |
| Oakland County | 50+ Projects |
| Oxford | (1) Project |
| Pinckney | (2) Projects |
| Redford Township | (1) Project |
| Rochester Hills | (5) Projects |
| Royal Oak | (2) Projects |
| Van Buren Charter Twp. | (1) Project |
| West Bloomfield Township | (4) Projects |

## PUBLIC BOND VOTING:



FRS has experience and qualified staff to assist municipalities, K-12 schools, and other public entities in public bond voting.

**Some bond-related experience includes:**

- OPC Senior Activity Center
- Rochester Community Schools, 1997 Bond Program
- Rochester Community Schools, 2000 Bond Program
- Rochester Community Schools, 2004 Bond Program
- Rochester Community Schools, 2015 Bond Program
- Rochester Community Schools, Sinking Fund Program
- Lake Orion Community Schools, 2020 Bond Program
- Lake Orion Community Schools, Sinking Fund Program

## POOL CONSTRUCTION:

We know pools. FRS has vast experience constructing new, and restoring existing pools. **In fact, we are currently building a Public Water Park!**

**Some recent pool construction experience includes:**

- Torzewski County Park, New Water Park
- Goldfish Swim School, Birmingham
- The Neighborhood Club, Grosse Pointe Woods
- OPC Social & Activity Center, Rochester
- Detroit Athletic Club, Detroit
- Birmingham Pointe, Birmingham
- Del Webb Living, Multiple Locations
- North Oakland YMCA, Auburn Hills

## INTEGRATED DESIGN APPROACH:

The integrated design approach suits Frank Rewold & Sons (FRS) team approach perfectly. We have earned the trust of Neumann Smith (NS) and our municipal clients repeatedly by implementing the following:

**Proven Collaboration:** FRS and (NS) have successfully collaborated on award-winning LEED Gold certified buildings, demonstrating our ability to work together effectively and achieve high standards in sustainable design.

**Early Stakeholder Involvement:** Engaging all stakeholders early ensures that everyone's needs and expectations are considered, leading to a more cohesive and successful project outcome.

**Effective Communication:** Listening and sharing a vision of project success helps align the team's efforts and fosters a collaborative environment, which is crucial for achieving the desired results.

**Leveraging Team Strengths:** Utilizing the unique strengths of each team member can lead to innovative and cost-effective solutions, optimizing project results and increasing value.

**Informed Decision-Making:** Making well-informed and decisive decisions helps keep the project on track and within budget, reducing waste and maximizing efficiencies.

**Systematic Checks and Balances:** Implementing systematic checks and balances ensures quality control and helps identify potential issues early, preventing costly mistakes.

**Fiscal Transparency:** Being fiscally transparent builds trust among stakeholders and ensures that resources are used efficiently, further optimizing project outcomes.

**Demonstrated Prowess:** FRS has recently demonstrated their capabilities in the townships of Redford and Van Buren, as well as the cities of Madison Heights and Oak Park, showing our ability to deliver high-quality, economically responsible projects

By following these principles, FRS and NS can optimize the City's project results, increase value, reduce waste, and maximize efficiencies, ensuring a successful and sustainable outcome.

**There will no learning curve on the City's time or dime.**

**PROJECT NAME:**
**Birmingham Pointe**
New Birmingham Mixed-Use Development

**OWNER'S REFERENCE:**
Timothy M. Andres, AIA, 313.567.4369

**CONSTRUCTION TYPE/DELIVERY:**
New Construction
Construction Management

**ARCHITECT REFERENCE:**
Neumann/Smith Architecture
Mark Westphal, mwestphal@neumannsmith.com

**SIZE:**
375,000 sf

**PROJECT DURATION:**
In Progress - 26 Months

**INITIAL BUDGET:**
$101,000,000

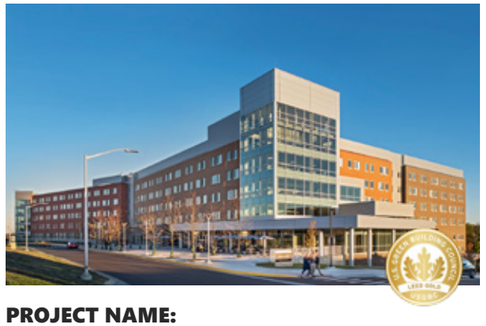
**FINAL BUDGET:**
$101,000,000

**% VARIANCE:**
TBD

**TEAM:**
Jason Rewold, President
Kurt Ryder, Estimator
Darin Schafer, Superintendent

**SIMILAR SCOPE/SERVICES:**
New Construction, Birmingham, MI, Gym/Fitness Areas, Pool, CM Delivery,

**Neumann/Smith Architecture**



**PROJECT NAME:**
**Oakland University**
New Hillcrest Hall

**OWNER'S REFERENCE:**
Brian Ward - 248.370.2378

**CONSTRUCTION TYPE/DELIVERY:**
New Construction
Construction Management

**ARCHITECT REFERENCE:**
Neumann/Smith Architecture
Gene Carroll, GCarroll@neumannsmith.com

**SIZE:**
290,000 sf

**PROJECT DURATION:**
23 Months

**INITIAL BUDGET:**
$69,000,000

**FINAL BUDGET:**
$69,000,000

**% VARIANCE:**
0% - On-Time/On-Budget

**TEAM:**
Jason Rewold, Estimator
Kurt Ryder, Estimator
Mel Gingiloski, Superintendent

**SIMILAR SCOPE/SERVICES:**
New Construction, LEED® Gold, Gym/Fitness Areas, Public Spaces, CM Delivery,

**Neumann/Smith Architecture**

**PROJECT NAME:**
**Oakland University**
New Oak View Hall

**OWNER'S REFERENCE:**
Brian Ward - 248.370.23781

**CONSTRUCTION TYPE/DELIVERY:**
New Construction
Construction Management

**ARCHITECT REFERENCE:**
Neumann/Smith Architecture
Gene Carroll, GCarroll@neumannsmith.com

**SIZE:**
165,000 sf

**PROJECT DURATION:**
12 Months

**INITIAL BUDGET:**
$27,949,000

**FINAL BUDGET:**
$25,949,000

**% VARIANCE:**
<9%> - Under-Budget

**TEAM:**
Jason Rewold, Estimator
Mel Gingiloski, Superintendent

**SIMILAR SCOPE/SERVICES:**
New Construction, LEED® Gold, Gym/Fitness Areas, Public Spaces, CM Delivery,

**Neumann/Smith Architecture**

**PROJECT NAME:**
**Van Buren Charter Township**
New Recreation & Senior Center Addition

**OWNER'S REFERENCE:**
Elizabeth Renaud, 734.787.0542

**CONSTRUCTION TYPE/DELIVERY:**
Renovation/Addition
Construction Management

**ARCHITECT REFERENCE:**
Neumann/Smith Architecture
Steve Gedert, SGedert@neumannsmith.com

**SIZE:**
45,500 sf

**PROJECT DURATION:**
24 Months

**INITIAL BUDGET:**
$11,187,049

**FINAL BUDGET:**
$10,182,657

**% VARIANCE:**
<9%> - On-Time/Under-Budget

**TEAM:**
Jason Rewold, President
Nick Vestevich, Project Engineer
Kurt Ryder, Estimator

**SIMILAR SCOPE/SERVICES:**
Athletic Facility, Pool Construction, Fitness Areas, Gymnasiums, Locker Rooms, CM Delivery, Addition/ Renovation,

**Neumann/Smith Architecture**

**PROJECT NAME:**
**OPC Social & Activity Center**
New Community Senior Recreational Center

**OWNER'S REFERENCE:**
Renee Cortright, 248.608.0255

**CONSTRUCTION TYPE/DELIVERY:**
New Construction
Construction Management

**ARCHITECT REFERENCE:**
French Associates
Dan Jerome, danj@frenchaia.com

**SIZE:**
92,000 sf

**PROJECT DURATION:**
20 Months

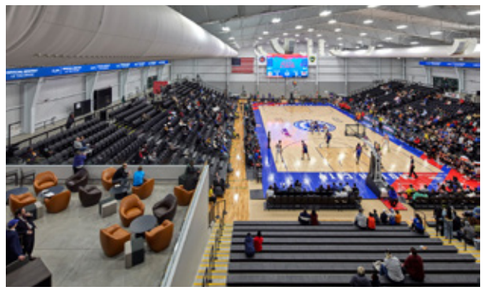
**INITIAL BUDGET:**
$10,000,000

**FINAL BUDGET:**
$10,000,000

**% VARIANCE:**
0% - On-Time/On-Budget

**TEAM:**
Adam Gut, Project Manager
Kurt Ryder, Estimator

**SIMILAR SCOPE/SERVICES:**
Municipal Sector, Recreational Facility, New Pool, New Construction, Fitness Areas, Gymnasiums, Locker Rooms, CM Delivery



**PROJECT NAME:**
Wayne State University/Motor City Cruise
New Fieldhouse

**OWNER'S REFERENCE:**
Mike Willaert, 313.771.7612

**CONSTRUCTION TYPE/DELIVERY:**
New Construction
Construction Management

**ARCHITECT REFERENCE:**
Rossetti Architects
Matt Rossetti, mrossetti@rossetti.com

**SIZE:**
84,000 sf

**PROJECT DURATION:**
19 Months

**INITIAL BUDGET:**
$21,300,000

**FINAL BUDGET:**
$21,300,000

**% VARIANCE:**
0% - On-Time/On-Budget

**TEAM:**
Adam Gut, Project Manager

**SIMILAR SCOPE/SERVICES:**
Recreational Facility, New Therapy Pool, New Construction, Fitness Areas, Gymnasiums, Locker Rooms, CM Delivery

**PROJECT NAME:**
Charter Township of Redford
New Community Recreational Center

**OWNER'S REFERENCE:**
Theresa Stokes Burgess, 313.387.2787

**CONSTRUCTION TYPE/DELIVERY:**
New Construction
Construction Management

**ARCHITECT REFERENCE:**
HED Architects
Timothy Gawel, tgawel@hed.design

**SIZE:**
35,000 sf

**PROJECT DURATION:**
In Progress - On-Time

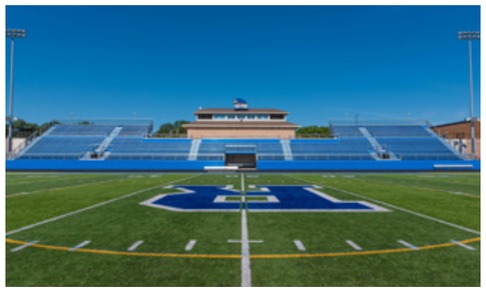
**INITIAL BUDGET:**
$17,200,000

**FINAL BUDGET:**
$17,200,000 - On-Budget

**% VARIANCE:**
TBD

**TEAM:**
Adam Gut, Project Manager
Kurt Ryder, Estimator

**SIMILAR SCOPE/SERVICES:**
Municipal Sector, Recreational Facility, New Construction, Fitness Areas, Gymnasiums, Locker Rooms, CM Delivery



**PROJECT NAME:**
Rochester Community Schools
Bond Facility Improvements

**OWNER'S REFERENCE:**
Pete Muscio, 248.726.4611

**CONSTRUCTION TYPE/DELIVERY:**
Renovations/Additions/New Construction
Construction Management

**ARCHITECT REFERENCE:**
French Associates
Dan Jerome, danj@frenchaia.com

**SIZE:**
22 Facilities

**PROJECT DURATION:**
12 Months

**INITIAL BUDGET:**
$120,000,000

**FINAL BUDGET:**
$120,000,000

**% VARIANCE:**
0% - On-Time/On-Budget

**TEAM:**
Kurt Ryder, Estimator

**SIMILAR SCOPE/SERVICES:**
Athletic Facilities, Pool Construction, Fitness Areas, Gymnasiums, Locker Rooms, CM Delivery, Public Bond

**PROJECT NAME:**
Meadowbrook Country Club
Master Plan Projects

**OWNER'S REFERENCE:**
Brian Runge, General Manager
brunge@meadowbrookcountryclub.com

**CONSTRUCTION TYPE/DELIVERY:**
Renovation/Addition
Construction Management

**ARCHITECT REFERENCE:**
Mcintosh Poris Architects
John Skok, Skok@mcintoshporis.com

**SIZE:**
44,000 sf

**PROJECT DURATION:**
22 Months

**INITIAL BUDGET:**
$15,933,000

**FINAL BUDGET:**
$14,309,000

**% VARIANCE:**
<9%> - On-Time/On-Budget

**TEAM:**
Jason Rewold, President
Kurt Ryder, Estimator
Chris Schlaps. Project Manager
Nick Vestevich, Engineer

**SIMILAR SCOPE/SERVICES:**
Recreational Facility, Fitness Areas, CM Delivery, Addition/Renovation, Pool Construction, Locker Rooms

**PROJECT NAME:**
Great Oaks Country Club
Multi-Phased Additions & Renovations

**OWNER'S REFERENCE:**
Shawn Schroeder, 248.656.4446

**CONSTRUCTION TYPE/DELIVERY:**
Addition/Renovation
Construction Management

**ARCHITECT REFERENCE:**
Rossetti Architects
Matt Rossetti, mrossetti@rossetti.com

**SIZE:**
59,000 sf

**PROJECT DURATION:**
15 Months

**INITIAL BUDGET:**
$2,700,000

**FINAL BUDGET:**
$2,700,000

**% VARIANCE:**
0% - On-Time/On-Budget

**TEAM:**
Adam Gut, Project Manager
Bob Offer, Superintendent
Nick Vestevich, Engineer

**SIMILAR SCOPE/SERVICES:**
Multi-Purpose Spaces, Locker Rooms, CM Delivery, Renovation

**PROJECT NAME:**
**The Neighborhood Club**
New Community Recreational Center

**OWNER'S REFERENCE:**
Stu Alderman, 586.242.9873

**CONSTRUCTION TYPE/DELIVERY:**
New Construction
Construction Management

**ARCHITECT REFERENCE:**
Hobbs + Black Architects
Alicia Washeleski, 248.420.6942

**SIZE:**
48,000 sf

**PROJECT DURATION:**
16 Months

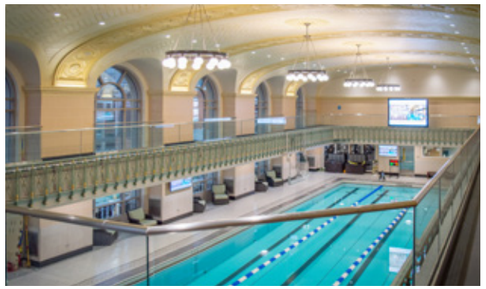
**INITIAL BUDGET:**
$11,000,000

**FINAL BUDGET:**
$10,850,000

**% VARIANCE:**
<2%> - On-Time/Under-Budget

**TEAM:**
Adam Gut, Project Manager
Mel Gingiloski, Superintendent

**SIMILAR SCOPE/SERVICES:**
Municipal Sector, Recreational Facility, New Pool, New Construction, Demolition, Fitness Areas, Gymnasiums, Locker Rooms, CM Delivery



**PROJECT NAME:**
**Detroit Athletic Club**
Pool & Gym Restorations + Bowling Alley

**OWNER'S REFERENCE:**
Luis Castro, 313.442.1032

**CONSTRUCTION TYPE/DELIVERY:**
Renovation/Restoration
Construction Management

**ARCHITECT REFERENCE:**
Rossetti Architects
Matt Rossetti, mrossetti@rossetti.com

**SIZE:**
40,000 sf

**PROJECT DURATION:**
12 Months

**INITIAL BUDGET:**
$12,000,000

**FINAL BUDGET:**
$12,000,000

**% VARIANCE:**
0% - On-Time/On-Budget

**TEAM:**
Adam Gut, Project Manager
Bob Offer, Superintendent

**SIMILAR SCOPE/SERVICES:**
Athletic Facility, Pool Construction, Fitness Areas, Gymnasiums, Locker Rooms, CM Delivery, Historic Restoration/Renovations

**PROJECT NAME:**
**North Oakland YMCA**
New Recreation Center

**OWNER'S REFERENCE:**
Lorie Uranga, 313.309.9622

**CONSTRUCTION TYPE/DELIVERY:**
New Construction
Construction Management

**ARCHITECT REFERENCE:**
Rossetti Architects
Matt Rossetti, mrossetti@rossetti.com

**SIZE:**
59,000 sf

**PROJECT DURATION:**
16 Months

**INITIAL BUDGET:**
$11,000,000

**FINAL BUDGET:**
$11,000,000

**% VARIANCE:**
0% - On-Time/On-Budget

**TEAM:**
Adam Gut, Project Manager

**SIMILAR SCOPE/SERVICES:**
Recreational Facility, New Pool, New Construction, Fitness Areas, Gymnasiums, Locker Rooms, CM Delivery

**PROJECT NAME:**
**McLaren Oakland Hospital**
Hospital Facility/Infrastructure Improvements

**OWNER'S REFERENCE:**
Jim Crean OPA-C, jim.crean@mclaren.org

**CONSTRUCTION TYPE/DELIVERY:**
Renovations/Build-Outs
Construction Management

**ARCHITECT REFERENCE:**
HED Architects
Ron Siehda, Principal, rsiehda@hed.design

**SIZE:**
10+ Projects

**PROJECT DURATION:**
48 Months

**INITIAL BUDGET:**
$10,000,000

**FINAL BUDGET:**
$9,200,000

**% VARIANCE:**
<8%> - Under-Budget

**TEAM:**
Jason Rewold, President
Chris Schlaps, Project Manager
Mel Gingiloski, Superintendent

**SIMILAR SCOPE/SERVICES:**
Downtown Construction, Healthcare Spaces, Multi-purpose spaces, Sensitive Construction

**PROJECT NAME:**
**Lourdes Senior Living**
Multi-Phased Additions & Renovations

**OWNER'S REFERENCE:**
Sister Maureen Comer, 248.618.6362

**CONSTRUCTION TYPE/DELIVERY:**
Addition/Renovation
Construction Management

**ARCHITECT REFERENCE:**
Fusco, Shaffer & Pappas, Inc.
James T. Pappas AIA, jpappas@fsparchitects.com

**SIZE:**
90,000 sf

**PROJECT DURATION:**
29 Months

**INITIAL BUDGET:**
$20,000,000

**FINAL BUDGET:**
$20,000,000

**% VARIANCE:**
0% - On-Time/On-Budget

**TEAM:**
Adam Gut, Project Manager
Chris Schlaps, Project Manager

**SIMILAR SCOPE/SERVICES:**
Senior Living, Multi-Purpose Spaces, Skilled Therapy Rooms, Locker Rooms, CM Delivery

## LEED® EXPERIENCE:

FRS is committed to and experienced in projects pursuing or built to LEED® certification. We have the knowledge and building experience to help **the City of Birmingham** to earn their desired LEED® Status or sustainable efforts as we have done in the past for the Oakland County's International Airport; the county's first LEED® building.

Most recently, FRS completed the **Edsel & Eleanor Ford House Ford Expansion** project consisting of two new buildings, designed to demonstrate sustainability best practices. The administration building was designed to achieve a "net-zero" or "net-positive" facility, and the visitor center is LEED® Gold certified.

*Building on the spirit of sustainable design practices, the project plans were developed with consideration to migratory birds, habitat, and safety. Windows in the buildings are made with glass crafted to prevent bird casualties often caused by heavily windowed structures. In addition, the project offers Ford House the opportunity to express the work of landscape architect, Jens Jensen, by incorporating native species in the planting areas.*

*The new parking lot is designed to preserve nearby wetland areas. Rows are separated by bio-swales planted with environmentally-beneficial vegetation to help filter and improve the quality of storm water runoff. The bio-swales in the parking lot area will drain into the main bio-swale on the estate that was put into operation in 2015 to ensure water runoff from the estate is cleaned before entering Lake St. Clair.*

## LEED® PROJECTS:

**Oakland University, Oak View Hall**
**New Student Dormitory & Dining Hall**
Rochester, Michigan
165,000 sf • $30,000,000 • 2014

**Scope/Complexity:**
New Construction, LEED Gold®, Active Campus

**Neaumann/Smith Architecture**

**Oakland University, Hillcrest Hall**
**New Student Dormitory & Dining Hall**
Rochester, Michigan
290,000 sf • $70,000,000 • 2018

**Scope/Complexity:**
New construction, LEED Gold®, Active Campus

**Neaumann/Smith Architecture**

**Oakland County, International Airport**
**LEED Gold® New Airport**
Waterford, Michigan
22,000 sf • $7,500,000 • 2012

**Scope/Complexity:**
New Construction, LEED Gold®, Oakland County

**Neaumann/Smith Architecture**

**Edsel & Eleanor Ford House**
**New Visitor & Administrative Buildings**
Grosse Pointe Shores, Michigan
(2) Buildings/60,000 sf • $40,000,000 • 2021

**Scope/Complexity:**
New Construction, LEED Gold®, Net Positive, Multiple Buildings, Sensitive Site

**SHW Group (Stantec), Detroit Office**
**LEED Silver® Addition/Renovation**
Berkley, Michigan
13,000 sf • $2,000,000 • 2013

**Scope/Complexity:**
Renovation, Addition, Open/Occupied building, LEED Silver®

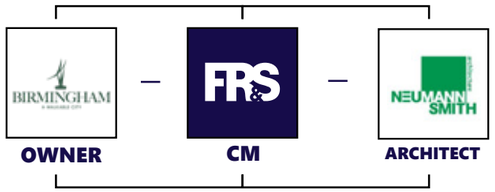
**Ferndale Public Library**
**LEED Silver® Addition/Renovation**
Ferndale, Michigan
26,000 sf • $3,700,000 • 2012

**Scope/Complexity:**
Renovation, Addition, Active Downtown Site, LEED Silver®

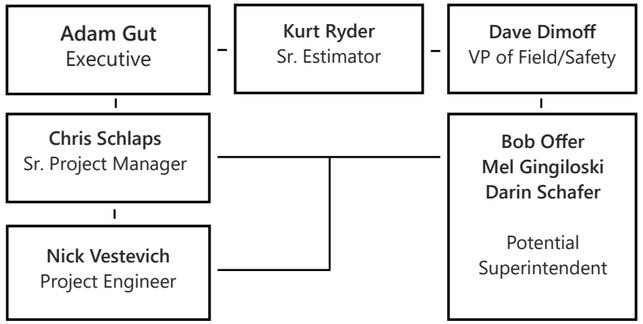
**Walsh College**
**Troy Campus Addition/Renovations**
Troy, Michigan
55,000 sf • $12,000,000 • 2017

**Scope/Complexity:**
Renovation, Addition, Open/Occupied Building, LEED Silver®

## COMPANY ORGANIZATION:




## FRS TEAM KEY PERSONNEL:




## TEAM PHILOSOPHY:

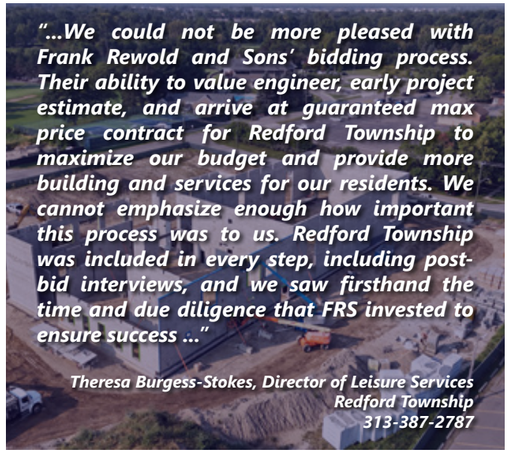
For the **City of Birmingham**, we are the perfect size company. FRS is quickly adaptable and highly flexible. Of course, we have standard procedures and processes for managing projects. Unlike many companies, we customize these processes to meet the team and project requirements.

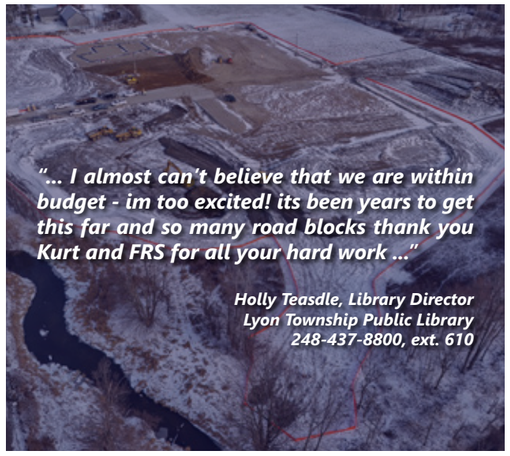
In addition to being the right size and fit for the **Senior/Recreation Center**, we have the right people.

## TEAM/COMPANY AVAILABILITY STATEMENT:

The timing and schedule for the City of Birmingham's New Senior/Recreation Center works well for FRS, and the availability of the proposed project team.

**Please see the following pages for resumes and additional qualifications.**



## TEAM/PROJECT MATRIX:

| Project | Jason Rewold *President* | Adam Gut *Executive* | Chris Schlaps, AIA *Project Manager* | Kurt Ryder *Estimator* | Bob Offer *Potential Superintendent* | Darin Schafer *Potential Superintendent* | Mel Gingiloski *Potential Superintendent* | Nick Vestevish *Project Engineer* |
|---|---|---|---|---|---|---|---|---|
| | TEAM INVOLVEMENT | | | | | | | |
| **Neighborhood Club**<br>New Recreational Facility | ✖ | ✖ | | | | | ✖ | |
| **OPC Social & Activity Center**<br>New Senior Activity Center | ✖ | ✖ | | ✖ | | | | |
| **Detroit Athletic Club**<br>Multiple Athletic Projects | ✖ | | | | ✖ | | | ✖ |
| **Van Buren Charter Township**<br>Senior/Recreation Center Addition | ✖ | | | ✖ | | | | ✖ |
| **Wayne State University**<br>New Sports Fieldhouse | ✖ | ✖ | | ✖ | | | | |
| **Charter Township of Redford**<br>New Recreational Facility | ✖ | ✖ | | ✖ | | | | |
| **Rochester Community Schools**<br>Bond Program | ✖ | | | ✖ | | ✖ | ✖ | ✖ |
| **Meadowbrook Country Club**<br>New Facilities Masterplan | ✖ | | ✖ | | | | | ✖ |
| **Great Oaks Country Club**<br>Club Additions/Renovations | ✖ | ✖ | | ✖ | ✖ | | | ✖ |
| **Lake Orion Schools**<br>2020 Bond Program | ✖ | ✖ | | ✖ | ✖ | ✖ | ✖ | |
| **Oakland University**<br>New, LEED® Gold, Hillcrest Hall | ✖ | | | ✖ | | | ✖ | |
| **Oakland University**<br>New, LEED® Gold, Oak View Hall | ✖ | | | ✖ | | | ✖ | |
| **Birmingham Pointe**<br>New Mixed-Use Development | ✖ | | | ✖ | ✖ | ✖ | | |
| **Lourdes Senior Living**<br>Senior Facility Addition/Renovation | ✖ | ✖ | ✖ | ✖ | | | | |
| **McLaren Oakland**<br>Pontiac Hospital Improvements | ✖ | | | ✖ | | | ✖ | |

**Jason Rewold**
***President***
jrewold@frankrewold.com
248.410.5063

**Education:**
Western Michigan University
B.S. Business Management

**FRS Tenure:**
20 years

**Qualifications:**
LEED® Green Associate - 2014
CAM - Board Of Directors

**Roles/Responsibilities:**
Prepare budget
Organize bid documents
Conduct post-bid interviews
Finalize contract recommendations

**Select Projects:**

**Grand Blanc Township, New Fire Station and DPW Building**
Grand Blanc, Michigan
59,300 sf • $25,000,000 • In Progress

**Van Buren Charter Township, New Community Recreation Center**
Van Buren Charter Township, Michigan
45,500 sf • $10,182,657 • 2024

**City of Oak Park, New City Hall Addition + Renovation**
Oak Park, Michigan
55,000 sf • $13,800,000 • 2014, 2019

**Oakland County CM Agreement Contract**
Multiple locations, Michigan
Various sf • $5,000,000+ • 2010 - Current

**City of Rochester, DPW Facility**
Rochester, Michigan
6,000 sf • $3,700,000 • 2020

**Oakland County, New Animal Control and Pet Adoption Center**
Pontiac, Michigan
30,500 sf • $13,150,000 • 2017

**Adam Gut**
***Executive***
agut@frankrewold.com
248.310.0805

**Education:**
Michigan State University
B.S. Building Construction Management

**FRS Tenure:**
24 years

**Roles/Responsibilities:**
Primary Contact With Owner
Daily Contract Administration
Scheduling Assistance
Cost Control
Project Team Coordination
Project Management Support

**Select Projects:**

**Charter Township of Redford, New Community Recreation Center**
Charter Township of Redford, Michigan
35,000 sf • $17,200,000 • In Progress

**Wayne State University, New Basketball Arena**
Detroit, Michigan
84,000 sf • $21,300,000 • 2021

**The Neighborhood Club/Beaumont, Health and Wellness Center**
Grosse Pointe, Michigan
50,000 sf • $10,800,000 • 2013

**Lawrence Technological University, East Student Housing**
Southfield, Michigan
95,000 sf • $15,300,000 • 2018

**Michigan State University - Intercollegiate Golf Facility**
Lansing, Michigan
15,000 sf • $4,700,000 • 2016

**Country Club of Detroit, Multiple Projects**
Grosse Pointe, Michigan
(7) Projects • $16,500,000+ • 2008-2015

## Kurt Ryder

***Sr. Project Estimator***

kryder@frankrewold.com
248.310.0809

**Education:**
**Michigan State University**
B.S. in Construction Management

**FRS Tenure:**
11 years

**Military Experience:**
United States Marine Corps
*April 2007 to April 2013*

**Qualifications:**
LEED® Green Associate - 2014
American Society of Professional Estimators
30-hour OSHA

**Roles/Responsibilities:**
Prepare budget
Prepare bid documents
Conduct post-bid interviews
Final contract recommendations

**Select Projects:**

**Grand Blanc Township, New Fire Station and DPW Building**
Grand Blanc, Michigan
59,300 sf • $25,000,000 • In Progress

**Charter Township of Redford, New Community Recreation Center**
Charter Township of Redford, Michigan
35,000 sf • $17,200,000 • In Progress

**Green Oak Township, New Fire station**
Brighton, Michigan
19,000 sf • $9,500,000 • In Progress

**Van Buren Charter Township, New Community Recreation Center**
Van Buren Charter Township, Michigan
45,500 sf • $10,182,657 • 2024

**Grosse Pointe War Memorial, New Addition**
Grosse Pointe, Michigan
23,000 sf • $18,000,000 • 2023

**Lake Orion Community Schools - (3) Bond Series Program**
Lake Orion, Michigan
15 Facilities • $110,00,000 • 2020 - 2026 (In Progress)

## Chris Schlaps, AIA

***Project Manager***

cschlaps@frankrewold.com
586.201.0980

**Education:**
**Lawrence Technological University**
M.A. of Architecture

**Lawrence Technological University**
B.A. of Science in Architecture

**Qualifications:**
ICRA Trained
LEED® AP - 2.0 - 2004
UMHS LEAN Health Care Courses
Architect Licensure, state of Michigan

**University of Michigan Health System**
Former Dir. Facilities Planning/ Development

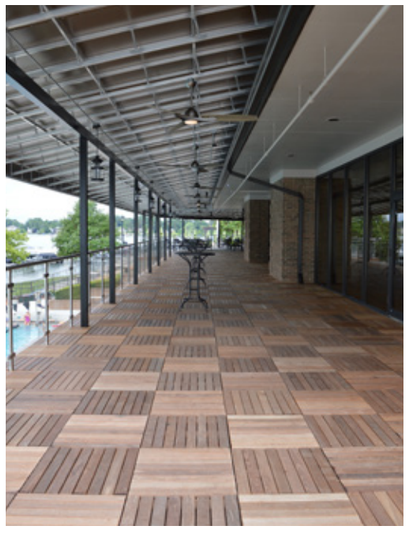
**FRS Tenure:**
5 years (Industry Tenure: 24 Years)

**Roles/Responsibilities:**
Primary contact with owner
Daily contract administration
Scheduling assistance
Cost control
Project team coordination

**Select Projects:**

**Grand Blanc Township, New Fire Station and DPW Building**
Grand Blanc, Michigan
59,300 sf • $25,000,000 • In Progress

**Meadowbrook Country Club, Master Plan Projects**
Northville, Michigan
44,000 sf • $14,309,000 • 2024



**Pine Lake Country Club, Multiple Renovations/Improvements**
West Bloomfield Township, Michigan
$5,388,000 • 34,000 sf • 2023

**The Village Club, Dining Renovation**
Bloomfield, Michigan
6,500 sf • $1,100,000 • 2021

**McLaren Oakland, Hospital Facility/Infrastructure Improvements**
Pontiac, Michigan
10+ Projects • $9,200,000 • 2018 - 2022

**Lourdes Nursing & Rehabilitation Center, Addition/Renovation Ph II**
Waterford, Michigan
40,000 sf • $10,000,000 • 2021

## Bob Offer

***Project Superintendent***
boffer@frankrewold.com
586.443.9731

**Education:**
General Studies

**Industry Tenure:**
16 years

**Qualifications:**
Michigan OSHA 30-Hour Training
First Aid/CPR
Certified Storm Water Operator
MI Builder License

**Roles/Responsibilities:**
On-site project execution
Daily subtrade coordination
Quality control
Safety control
Schedule updates

**Select Projects:**

**Birmingham Pointe, Mixed-Use Development**
Birmingham, Michigan
375,500 sf • $101,000,000 • In Progress

**Detroit Athletic Club, Main Kitchen Renovations**
Detroit, Michigan
7,300 sf • $5,200,000 • 2024

**Great Oaks Country Club, Bar/Banquet Project**
Rochester, Michigan
3,000 sf • $2,700,000 • 2023

**Detroit BMW Motorcycle, Build-Out/Renovation**
Rochester Hills, Michigan
6,900 sf • $2,300,000 • 2024

**Lake Orion Community Schools, Walden Middle School**
Lake Orion, Michigan
131,500 sf • $5,286,933 • 2023

**Lake Orion Community Schools, Oakview Middle School**
Lake Orion, Michigan
135,000 sf • $5,132,000 • 2023

## Nick Vestevich

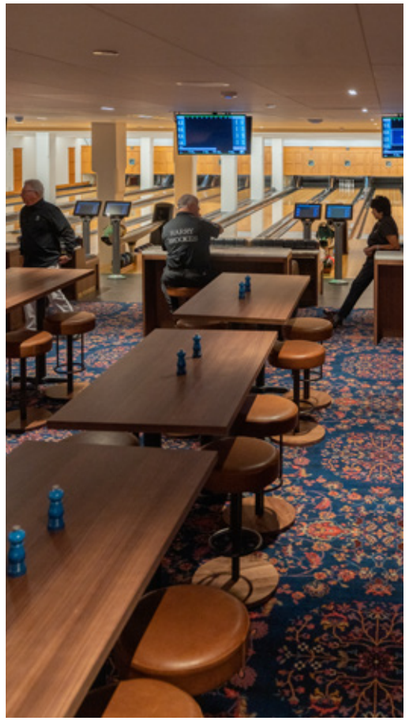
***Project Engineer***
nvestevich@frankrewold.com
248.229.8232

**Education:**
Michigan State University
B.S. in Economics

**FRS Tenure:**
3 years

**Qualifications:**
Michigan OSHA 30 - Hour Training
First Aid/CPR

**Roles/Responsibilities:**
Review & coordinate submittals
Team information coordination
Prequalify subcontractors
Manage RFIs
PM/Superintendent assistance



**Select Projects:**

**Van Buren Charter Township, New Community Recreation Center**
Van Buren Charter Township, Michigan
45,500 sf • $10,182,657 • 2024

**Meadowbrook Country Club, Master Plan Projects**
Northville, Michigan
44,000 sf • $14,309,000 • 2024

**Walnut Creek Country Club, Pro Shop & Service Building Renovations**
South Lyon, Michigan
15,000 sf • $1,000,000 • 2023

**Detroit Athletic Club, Main Kitchen Renovations**
Detroit, Michigan
7,300 sf • $5,200,000 • 2024

**Detroit Athletic Club, Abbey & Bowling Center**
Detroit, Michigan
11,000 sf • $6,140,000 • 2022

**First Baptist Church of Rochester, New Welcome & Classroom Additions**
Oakland Township, Michigan
11,000 sf • $6,570,000 • 2024

## Darin Schafer

***Project Superintendent***

dschafer@frankrewold.com
517.526.2981

**Education:**
Ferris State University
*B.S. in Construction Management*

**FRS Tenure:**
7 years

**Qualifications:**
Michigan OSHA 30-Hour Training
First Aid/CPR
Storm Water Certified

**Roles/Responsibilities:**
On-site project execution
Daily subtrade coordination
Quality control
Safety control
Schedule updates

**Select Projects:**

**Birmingham Pointe, Mixed-Use Development**
Birmingham, Michigan
375,500 sf • $101,000,000 • In Progress

**Rochester Community Schools, Sinking Fund**
Rochester, Michigan
22 Facilities • $77,000,000 • 2020 - 2030 (In Progress)

**Rochester Community Schools, Stoney Creek High School**
Rochester, Michigan
320,600 sf • $7,800,000 • 2020

**Notre Dame Preparatory School, Science/Art/Technology Addition**
Pontiac, Michigan
26,000 sf • $7,700,000 • 2018

**Notre Dame Preparatory School, Lower Division Expansion/Upgrades**
Pontiac, Michigan
8,000 sf • $1,100,000 • 2017

**PAR Pharmaceuticals, Upgrades**
Rochester, Michigan
Various Projects • $1,000,000+ • 2016

## Mel Gingiloski

***Project Superintendent***

mgingilo@frankrewold.com
248.310.0820

**Education:**
General Studies

**FRS Tenure:**
35 years

**Qualifications:**
Michigan OSHA 30-Hour Training
Michigan OSHA 10-Hour Training
MIOSHA II - Restriction Zone Certified
First Aid/CPR
ICRA Trained
Certified Storm Water Operator
Certified Forklift and Lift Truck Operator

**Roles/Responsibilities:**
On-Site Project Execution
Daily Subtrade Coordination
Quality Control
Safety Control
Schedule Updates

**Select Projects:**

**Lyon Township Public Library, New Library Masterplan**
South Lyon, Michigan
20,000 sf • $10,000,000 • In Progress

**McLaren Oakland, Hospital Facility/Infrastructure Improvements**
Pontiac, Michigan
10+ Projects • $9,200,000 • 2018 - 2022

**Oakland University, Hillcrest Hall**
Rochester, Michigan
290,000 sf • $78,000,000 • 2018

**Oakland University Oak View Hall**
Rochester, Michigan
165,000 sf • $30,000,000 • 2014

**The Neighborhood Club, New Recreation Center**
Grosse Pointe, Michigan
50,000 sf • $10,800,000 • 2013

**Bloomfield Township Public Library, New Library**
Bloomfield Township, Michigan
44,000 sf • $18,000,000 • 2008

## LEAN CONSTRUCTION/TEAM INTEGRATION:

FRS practices Lean Construction practices to provide opportunities, create value, and solve problems. Additionally, lean principles allow for efficiencies that are not possible with typical or conventional methods.

**Some of these methods include:**

## CONSTRUCTABILITY REVIEWS:

The production of an accurate, complete, well-coordinated set of plans, specifications, and construction documents is paramount in minimizing change orders and optimizing financial and labor resources.

Rewold performs constructability reviews of design and construction documents for accuracy, completeness, and system coordination issues. To be cost effective, this process occurs as a continuing activity, simultaneous with the development of design and construction documents, and completed prior to contractor bidding.

During review, we identify potential construction issues. Proactive steps are taken to synchronize construction trade tasks, minimize construction time lines, and limit building system conflicts. Alternatives are presented to the project team for review. As appropriate, the design team implements appropriate changes to the documents.

## BUILDING INFORMATION MODELING (BIM):

If requested, Frank Rewold and Son has experience with Building Information Modeling (BIM). For a premium, BIM can be advantageous. For the appropriate stakeholder, it makes it easier to visualize the design, reduce uncertainty, and resolve spatial conflicts.

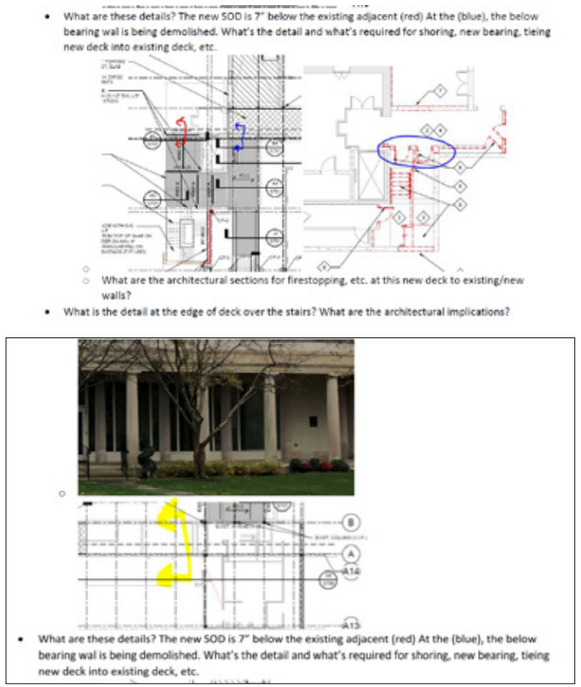
Cleary, it can enhance coordination, planning, operation, maintenance, and life-cycle analysis. In our opinion, the construction manager at risk with design assist requires companies to bring an "A" team of the highest level of quality, experience, and integrity. With a CM Design Assist delivery method, the project intends to minimize inaccuracies, maximize efficiency, save costs and construction time, and improve building performance. Like BIM, it requires all team members and disciplines to commit to information sharing at an early stage.

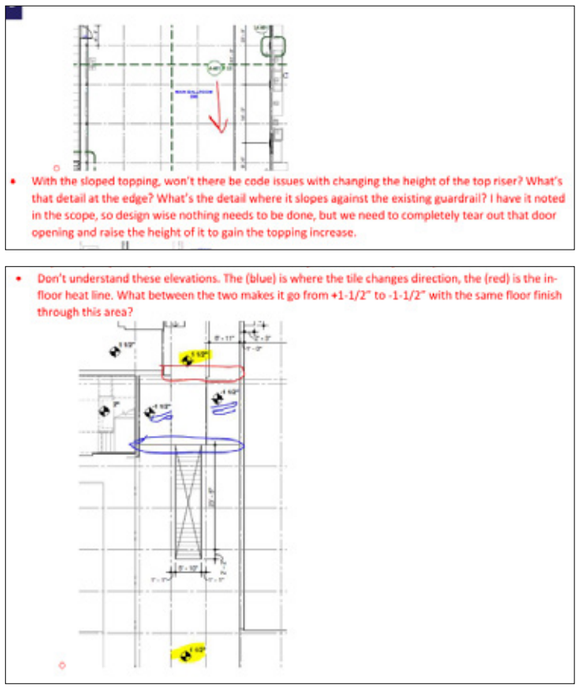
## DESIGN ASSIST:

Frank Rewold & Sons believes the design phase will set the stage for the successful completion of your construction project. Rewold will ensure the design is responsive to the goals of the project. At this time, cost-effective building materials and methods can be suggested and long-lead items can be approved. A technology implementation strategy will be coordinated to be certain the finished product will support current and future needs. A design schedule and supervision of its implementation will be developed. Furthermore, a thorough review of the design process will assure that the structure can be built as-is with minimal change orders reducing potential problems out in the field.

The foundation of the team relationship is solidified during the design stage of the project process.

**Below are specific examples of FRS design reviews at the War Memorial's, Addition/Renovation Project:**




### Design Review Methodology:

- Review design documents during their development with the architect.
- Provide continual input on construction methods, material selections, material availability, and labor issues
- Prepare a detailed construction budget based on current set of documents prior to project being bid.
- Provide value engineering in order to maximize the best overall value for the owner.

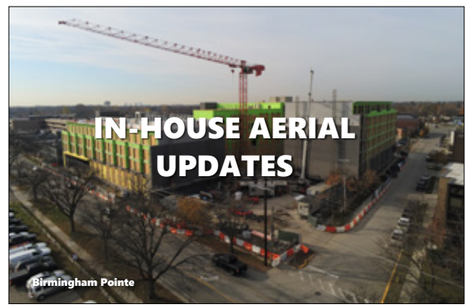
### Procurement Phase Methodology:

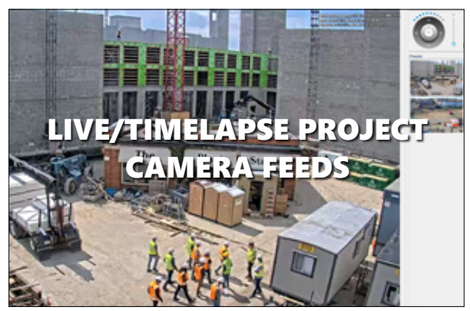
- Develop bidder interest in the project.
- Prepare bid documents and requirements.
- Delineate the project into separate bid packages
- Handle the receipt, opening, and analysis of all bids.
- Make final contract recommendations to the owner.
- Prepare contracts to the awarded contractors.

## TECHNOLOGY/VISUAL REPORTING:

Our in-house creative capabilities save time, create value, and succinctly document project progress.

FRS is able to create, document, and visually communicate in ways such as:



## CONCEPTUAL ESTIMATING:

Typically, estimates are delivered during the schematic (30%) and design/development (60%) stages and at the **City's** approval. To ensure budget accuracy, we perform another estimate when the construction drawings are at 90% completion. The preconstruction services in the CM arrangement minimize the risk of delay and surprise during actual construction.

### CONCEPTUAL DRAWINGS

1. Identify needs/wants
2. Understand project scope
3. Develop initial budget
4. Define big ticket items

### SCHEMATIC DRAWINGS

FRS — N/S

- Define Project Scope
- Quality Standards
- Schedule
- Budget
- LEED® Requirements

Confirm design intent

FRS first estimate

**City** budget presentation
30% Drawings

### DESIGN DEVELOPMENT DRAWINGS

1. Incorporate design revisions
2. **N/S** drawings
3. First CD estimate at 60%
4. Update DD budget
5. **City** review
6. Second estimate
   *(If required)*
7. DD budget presentation at 60%
8. **City** final approval

### CONSTRUCTION DRAWINGS

FRS: Approved DD budget
N/S: CD drawings production

Update CD budget

FRS: 90% CD estimate
N/S: Details/finishes

Finalize schedule
confirm Long-lead items

Final approval of CDs

### BIDDING PROCESS/CONTRACT AWARD

1. FRS front ends
2. Subtrade work scope
3. Subtrade bidding
4. Subtrade walk-through
5. Addendums if required
6. Subtrades bids due
7. **City** and **N/S** review
8. Subtrade interview selections
9. Subtrade interviews
10. Contract awards

## PROJECT MANAGEMENT SOFTWARE:

FRS utilizes an easily accessible project management software; ***PROCORE***. ***Procore Construction OS*** connects people, applications, and devices through a unified platform that helps construction companies manage risk and build quality projects, safely, on time, and within budget. For the **Senior/Recreation Center project**, FRS will provide all authorized **Birmingham** personnel with a username and password allowing them 24-hour access.

Concisely, ***PROCORE*** has the ability to:

- Create a forum for team communications
- Assemble a directory of contacts
- Stipulate public vs. private viewing authorizations
- Track electronic conversations
- Calendar project milestones
- Upload/Download relevant project information
- Document meeting agendas/minutes
- Coordinate to-do items such as punch-list and close-outs

## PUBLIC BOND VOTING SUPPORT:

Our team is prepared to join with the City to provide enthusiastic support to help pass the bond. We can provide multiple levels of support as determined by the **City of Birmingham.**

Our comprehensive supportive program includes:

- Attending test fit and conceptual design project meetings
- Advising the owner and designer on cost, constructability, phasing and other construction related items.
- Providing Schematic Design Estimates
- Providing preliminary project schedule prior to City commission approval
- Supporting and attending public outreach meetings.

Our in-house creative capabilities save time and create value. FRS Creative Marketing will work with the City's administration and community members to assist in educating the community about the City's needs to create broad-based support for the New Senior/ Recreation Center.

FRS is able to create, document, and support in ways such as:

- Event Calendar
- Tailored Campaign News Strategy
- Campaign Branding and Message Points
- Communications Strategy
- Task Assignments
- Development of branded digital and print materials
- Assistance with social media strategy

## ON-TIME PROJECT DELIVERY:

Our field operations vice president and superintendent prepare a **preliminary schedule** during design phase. The schedule is distributed to the owner and architect. As the project progresses to the bid phase, the schedule is refined based on input from the owner, their consultants, and Rewold personnel. If necessary, phasing requirements are incorporated at this time. These preliminary schedules flush out long lead items and help define if early bid packages are advantageous or necessary. A simplified schedule is typically incorporated into the bid package.

As contracts are being awarded, a **detailed schedule** is finalized and prepared with the subcontractors. Buy-in of the latest schedule by the subcontractors is required prior to award. As work progresses, the Rewold field superintendent assumes a greater role in preparing and maintaining the schedule. Frank Rewold & Sons monitors project progress with *Microsoft Project* software. Schedule updates including long-lead items, two-week look-aheads, and major milestones are reviewed and distributed to specified contractors. Full detailed schedules are provided and reviewed with the owner at their suggested time frame.

**Please see the next page for preliminary project schedule.**

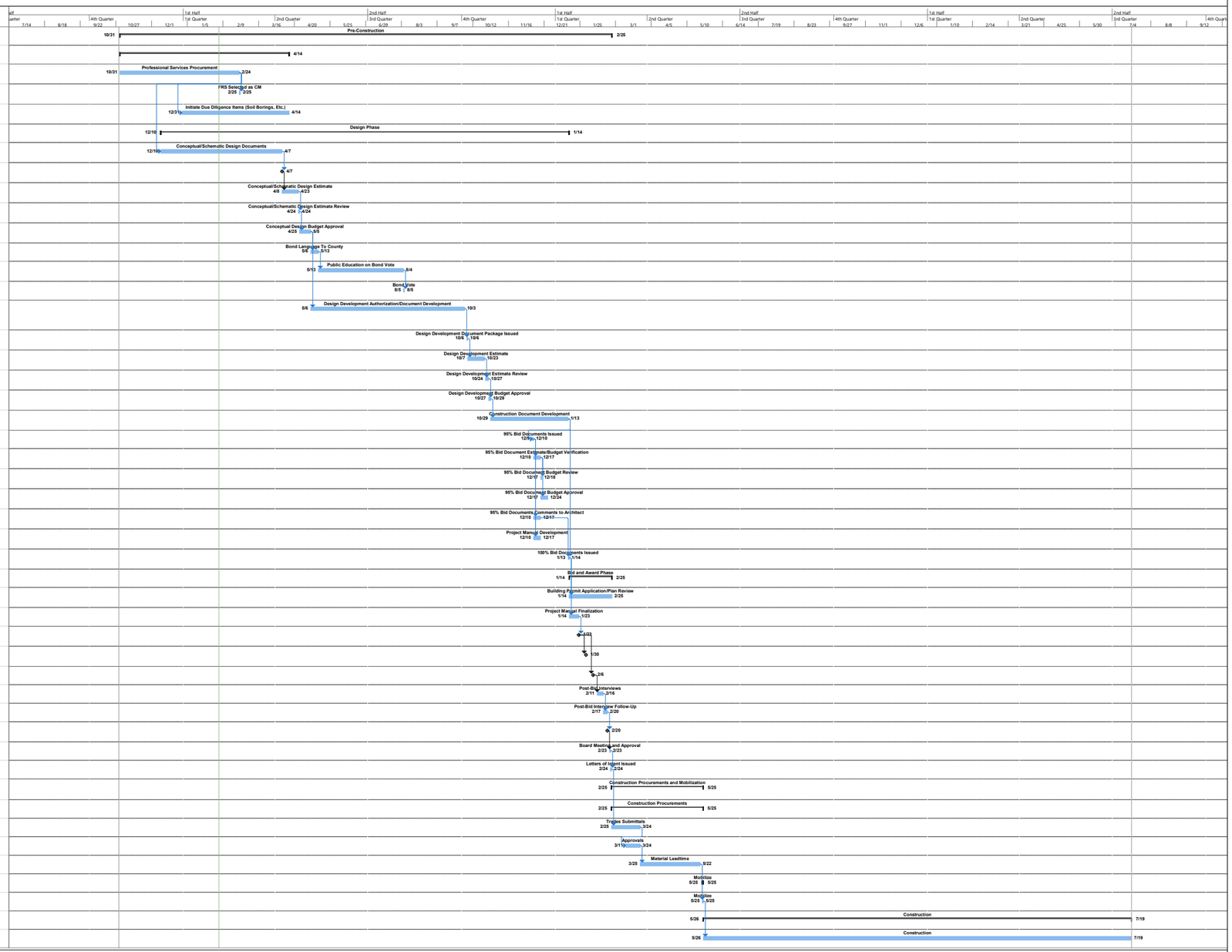
FRANK REWOLD & SONS
Construction Manager | General Contractor

# Birmingham Senior/Recreation Center

Preliminary Pre-Construction Schedule
(Revision 0 2-6-25)

BIRMINGHAM
A WALKABLE CITY

| ID | Task Name | Duration | Start | Finish | Predecessors | Resource Names | Notes |
|---|---|---|---|---|---|---|---|
| 1 | **Pre-Construction** | **344.5 days** | **Thu 10/31/24** | **Wed 2/25/26** | | | |
| 2 | **Initial Project Procurements** | **118 days** | **Thu 10/31/24** | **Mon 4/14/25** | | | |
| 3 | Professional Services Procurement | 16.6 wks | Thu 10/31/24 | Mon 2/24/25 | | City of Birmingham | |
| 4 | FRS Selected as CM | 1 day | Tue 2/25/25 | Tue 2/25/25 | 3 | City of Birmingham | |
| 5 | Initiate Due Diligence Items (Soil Borings, Etc.) | 15 wks | Tue 12/31/24 | Mon 4/14/25 | 3FS-2 mons | City of Birmingham | |
| 6 | **Design Phase** | **286.5 days** | **Tue 12/10/24** | **Wed 1/14/26** | | | |
| 7 | Conceptual/Schematic Design Documents | 17 wks | Tue 12/10/24 | Mon 4/7/25 | 3FS-2.75 mons | N/S | To be reviewed/accepted by N/S. Assumes N/S likely starting SD prior to all "professional services procurement" |
| 8 | Conceptual/Schematic Design Document Package Issued | 0 days | Mon 4/7/25 | Mon 4/7/25 | 7 | N/S | |
| 9 | Conceptual/Schematic Design Estimate | 2.4 wks | Tue 4/8/25 | Wed 4/23/25 | 8 | FRS | |
| 10 | Conceptual/Schematic Design Estimate Review | 1 day | Thu 4/24/25 | Thu 4/24/25 | 9 | All | |
| 11 | Conceptual Design Budget Approval | 1.4 wks | Fri 4/25/25 | Mon 5/5/25 | 10 | City of Birmingham | |
| 12 | Bond Language To County | 1.1 wks | Tue 5/6/25 | Tue 5/13/25 | 11 | City of Birmingham | |
| 13 | Public Education on Bond Vote | 11.9 wks | Tue 5/13/25 | Mon 8/4/25 | 12 | All | |
| 14 | Bond Vote | 1 day | Tue 8/5/25 | Tue 8/5/25 | 13 | City of Birmingham | |
| 15 | Design Development Authorization/Document Development | 21.8 wks | Tue 5/6/25 | Fri 10/3/25 | 11 | City of Birmingham and N/S | To be reviewed/accepted by N/S |
| 16 | Design Development Document Package Issued | 1 day | Mon 10/6/25 | Mon 10/6/25 | 15 | N/S | |
| 17 | Design Development Estimate | 2.5 wks | Tue 10/7/25 | Thu 10/23/25 | 16 | FRS | |
| 18 | Design Development Estimate Review | 1 day | Fri 10/24/25 | Mon 10/27/25 | 17FS+1 day | All | |
| 19 | Design Development Budget Approval | 2 days | Mon 10/27/25 | Wed 10/29/25 | 18 | City of Birmingham | |
| 20 | Construction Document Development | 10.8 wks | Wed 10/29/25 | Tue 1/13/26 | 19 | N/S | To be reviewed/accepted by N/S |
| 21 | 95% Bid Documents Issued | 1 day | Tue 12/9/25 | Wed 12/10/25 | 20FS-5 wks | N/S | |
| 22 | 95% Bid Document Estimate/Budget Verification | 1 wk | Wed 12/10/25 | Wed 12/17/25 | 21 | FRS | |
| 23 | 95% Bid Document Budget Review | 1 day | Wed 12/17/25 | Thu 12/18/25 | 22 | All | |
| 24 | 95% Bid Document Budget Approval | 1 wk | Wed 12/17/25 | Wed 12/24/25 | 22 | City of Birmingham | |
| 25 | 95% Bid Documents Comments to Architect | 1 wk | Wed 12/10/25 | Wed 12/17/25 | 21 | FRS | |
| 26 | Project Manual Development | 1 wk | Wed 12/10/25 | Wed 12/17/25 | 21 | FRS | |
| 27 | 100% Bid Documents Issued | 1 day | Tue 1/13/26 | Wed 1/14/26 | 25,20 | N/S | |
| 28 | **Bid and Award Phase** | **30 days** | **Wed 1/14/26** | **Wed 2/25/26** | | | |
| 29 | Building Permit Application/Plan Review | 6 wks | Wed 1/14/26 | Wed 2/25/26 | 27 | N/S and FRS | |
| 30 | Project Manual Finalization | 1.5 wks | Wed 1/14/26 | Fri 1/23/26 | 27 | FRS | |
| 31 | Bid Documents Released to Bidders | 0 days | Fri 1/23/26 | Fri 1/23/26 | 30 | FRS | |
| 32 | Pre-Bid Walk-Thru | 0 days | Fri 1/30/26 | Fri 1/30/26 | 31FS+5 days | FRS | |
| 33 | Bid Due Date | 0 days | Fri 2/6/26 | Fri 2/6/26 | 31FS+10 days | FRS | |
| 34 | Post-Bid Interviews | 4 days | Wed 2/11/26 | Mon 2/16/26 | 33FS+2 days | All | |
| 35 | Post-Bid Interview Follow-Up | 4 days | Tue 2/17/26 | Fri 2/20/26 | 34 | FRS | |
| 36 | Contract Recommendations Submitted to Owner | 0 days | Fri 2/20/26 | Fri 2/20/26 | 35 | FRS | Verify need date prior to board meeting for packet inclusion |
| 37 | Board Meeting and Approval | 1 day | Mon 2/23/26 | Mon 2/23/26 | 36 | City of Birmingham | Verify actual meeting date |
| 38 | Letters of Intent Issued | 1 day | Tue 2/24/26 | Tue 2/24/26 | 37 | FRS | |
| 39 | **Construction Procurements and Mobilization** | **64 days** | **Wed 2/25/26** | **Mon 5/25/26** | | | |
| 40 | **Construction Procurements** | **64 days** | **Wed 2/25/26** | **Mon 5/25/26** | | | |
| 41 | Trades Submittals | 4 wks | Wed 2/25/26 | Tue 3/24/26 | 38 | Trades - TBD | |
| 42 | Approvals | 2 wks | Wed 3/11/26 | Tue 3/24/26 | 41FS-2 wks | N/S | |
| 43 | Material Leadtime | 8.6 wks | Wed 3/25/26 | Fri 5/22/26 | 42 | Trades - TBD | To be determined during bidding and buyout phase |
| 44 | **Mobilize** | **1 day** | **Mon 5/25/26** | **Mon 5/25/26** | | | |
| 45 | Mobilize | 1 day | Mon 5/25/26 | Mon 5/25/26 | 43 | FRS | |
| 46 | **Construction** | **300 days** | **Tue 5/26/26** | **Mon 7/19/27** | | | |
| 47 | Construction | 15 mons | Tue 5/26/26 | Mon 7/19/27 | 45 | Trades - TBD | |




Date: Wed 2/5/25

Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

Page 1

## COST ESTIMATE DEVELOPMENT:

Our estimating crosschecks, at the various design levels, are proactive and help minimize risk. Moreover, they allow us flexibility to ensure the budget and design intent are in agreement. ***Sage 300 Construction*** **and** ***Real Estate (CRE)*** is a construction management system that offers functionality for takeoff, cost estimating, accounting, and project, document, and service management. ***Sage 300 CRE*** provides a deep level of accounting functionality. Accounting modules such as accounts payable, general ledger, accounts receivable, and payroll processing are standard. In addition, it tracks approved budgets, project costs, administers contract changes, generates submittal, transmittal, drawing, and contractor logs to keep a project progressing forward in an organized way.

**Please see the specific examples below demonstrating FRS involvement to ensure that construction project cost accuracy:**

**Van Buren Charter Township**
**Senior and Recreation Center, Addition and Renovation**

**Conceptual/Schematic Design: $11,087,049**

This was well over the owner's intended budget of approximately $10 million dollars. Extensive collaborative work with the owner and design team to align design to budget. Project moved forward to design development.

**Design Development: $10,124,213**

**GMP and Final Billing:**
Bids and GMP (without any bidding/post-bid VE): **$10,182,657**

**100% billed complete and 0% construction contingency usage (a value of $217,498)**

## QUALITY DEVELOPMENT PROCEDURES:

High quality workmanship will be achieved by beginning and concluding the project properly. We will meet the expectations of **the City of Birmingham** throughout all phases, with the following steps:

### PRECONSTRUCTION:

**1. Award Contract**
- FRS is awarded **the Senior/Recreation Center**

**2. Budget Verification**
- Conceptual estimating & budget control
- Facility assessments studies
- Phasing, scheduling, and logistic plan reviews

**3. Construction Drawing Development**
- Design/Constructability reviews
- Best and right value analysis studies

**4. Prepare Bid Packs/Permits**
- Review list of qualified contractors with owner
- Complete & concise bid categories/scope
- Establish early contact with agencies and obtain approvals and permits

**5. Shortlist Subcontractors**
- Tabulate & recommend bids for award
- Post bid interviews
- Award contracts

### CONSTRUCTION:

**1. Codes/Regulations**
- Inspections

**2. Construction Administration**
- Monthly progress payment/billings
- Issue checks; obtain sworn statements
- Administer change order requests

**3. Safety Program**
- Site Specific Safety Plan
- Mandatory trade safety orientation
- Tool box talks
- Pretask planning
- Monitor project safety with documentation

**4. Project Quality Control System**
- Project Specific Method of Procedures Document
- Submit shop drawings for review
- Direct/coordinate/monitor all labor contractors
- Critical component pretask mock-ups
- Project progress photo documentation
- Open wall & ceiling check-list
- Team sign-off
- On-going monitoring/walk-throughs/audits

**5. Progress & Communication**
- Establish jobsite meetings
- Mobilize jobsite
- Pretask planning
- Schedule updates/reports
- Cloud-based information sharing

### POST-CONSTRUCTION:

Completion and punch list items Rewold will conclude your project enthusiastically. Completion and punch list items are resolved in a timely manner. Near substantial completion, we will:

1. Organize final inspections and assist in obtaining regulatory approvals, and synchronize staff occupancy
2. Orchestrate a walk-through, prepare punch list, and manage correction and completion of the work
3. Secure all closeout documents including as-built drawings, warranties, operating manuals, etc.
4. Prepare and review application for final payment
5. **Ensure the City of Birmingham is completely satisfied!**

## BIDDING PHILOSOPHY:

Besides design, how the project is bid out is the most critical part of the process in respecting the budget. Utilizing our proactive bidding approach and construction expertise, we identify specific areas within the documents where trade alternates might benefit the project, and write them into the work scopes. This solicits competitive pricing and unearths alternative means and methods for review by the project team

**FRS' Four-C Bidding Process** assure projects are within budget.

**Completeness:** Ensuring the bid documents include all the required work is an enormous effort in the design and planning stages

**Clarity:** Bidding documents, work scope, and expectations must be clear as they reduce risk for the bidders resulting in reduced cost for the **City of Birmingham**

**Consistency:** Recognizing repetitive details and work scopes within projects produces a comfort level for bidders, reducing risk and subsequent cost

**Competitiveness:** Procuring product, managing bid packages, and simplifying the bidding process encourages competition, increases value, and drives down cost

From our bidding philosophy and willingness to grind out details, a pattern develops favoring the **City of Birmingham**- reduced risk, increased value, and cost savings - savings that are sure to surpass the cost of our CM services.

## ACCOUNTING/PAYMENT PROCESS FLOW CHART

| 20th of Month | Step #1 | Step #2 | Step #3 | 1st of Month |
|---|---|---|---|---|
| Invoice from subcontractor received by FRS | Invoice approved by project manager | Invoice entered into A/P Sage 300 software | Billing report reviewed by PM and accountant | AIA billing sent to architect for approval, owner sent copy |

| 20th of Month | Step #1 | Step #2 | Step #3 | 1st of Month |
|---|---|---|---|---|
| Payment received from owner | Payment posted in A/R Sage 300 software | Subcontractor checks issued with approval by PM | Subcontractor signs waiver to receive check | Sworn statement and all waivers sent to owner |

The monthly construction cash flow is projected at the end of the design phase. Based on a detailed work scope and GMP contract, the project estimator, manager, and superintendent use the construction schedule and subcontractors schedule of values (SOV) to develop an estimated monthly draw.

The draw schedule is based on the projected schedule, billings, and monthly work completed.

## COST CONTROL:

Creating accurate and definitive work scopes before awarding subtrades helps control costs, eliminates disputes, and creates a mutual understanding of what is expected from our trades. In addition, conducting very detailed post bid reviews assures appropriate scope coverage, minimizes cost inaccuracies, and allows for proper procurement.

FRS utilizes value analysis techniques during all phases of the project. Our VE methods optimize the overall project value for all stakeholders. Controlling costs without compromising design intent and quality is our goal. Always.

## SAFETY:

FRS has adopted a comprehensive health and safety program. Our employees, subcontractors, and their workers are required to comply with this program. All jobsite personnel are advised of our program and its requirements at the beginning of their project activities. The detailed plan is a living document and may be amended during the course of the project to address potential concerns and procedures related to site safety. Requirements reviewed for the project will include but are not limited to the following:

- Site description
- Responsibilities
- Safety limits
- Visitor policies
- Disciplinary action
- Inspection program
- Orientation meetings

Our company's jobsite superintendent, project manager, and executive management enforce these requirements. Rewold subcontractors are required to attend weekly "tool box" and safety orientation meeting to review site specific safety topics relevant to the project demands. Records of these meetings are reviewed by the site superintendent and maintained in project files at the jobsite for the duration of the project. Failure or refusal to comply with the Site Specific Safety Plan can result in removal from the jobsite.

### EMR:

2024-2025 EMR: .72
2023-2024 EMR: .71
2022-2023 EMR: .69

## PROJECT MANAGEMENT:

Our approach to any project will begin with project planning. During this process, we will be proactively assisting the owner, the architect, and team consultants in evaluating the design relative to budget and constructability.

In preconstruction, we will prepare budgets as architectural drawing development progresses; update the project team on cost effectiveness; analyze values; and present product and material options with pricing. We will determine whether, the mechanical, electrical, and plumbing concepts are feasible. Prior to construction, we will develop a detailed plan for implementing the work. The Critical Path Method (CPM) schedule will illustrate key project milestones and duration of subtrade disciplines. Rewold will prepare a prequalified subtrade list for review by the project team; bid out the project competitively; review bids as a team; schedule preaward interviews with apparent low bidders to compare their bids with plans and schedule; confirm trade is compliant and fully understands project complexity to minimize future cost changes.

## SUPPORT SERVICES:

### Preconstruction

- Owner Consultation
- Site Visits
- "Best Methods" Consulting
- Site Condition Testing
- Construction Budget Estimation
- Construction Scheduling
- Budget Comparison
- Construction Documentation
- Cash-flow Projections
- Bidding Process Coordination
- Bidding Pre-award Interviews
- Bidding Award

### Project Closeout

- Organization of Final Inspections
- Regulatory Approval Assistance
- Synchronize Owner Occupancy
- Punch List Preparation
- Punch List Completion
- Coordinate Owner Walk-through
- Coordinate Equipment Testing
- Coordinate Systems Testing
- Secure Close-out Documents
- Prepare Final Payment Application
- Address Warranty Period Issues
- Ensure Owner Satisfaction

### Construction

- Site Field Supervision
- Project Management
- Workforce Coordination
- Plan Project Meetings
- Produce Progress Reports
- Project Schedule Updating
- Daily Field Log Maintenance
- Construction Cost Updating
- Cost Accounting
- Process Change Order
- Review Change Orders
- Safety Program Adherence
- Coordinate Subtrades
- Coordinate Consultants
- Review Submittals
- Process Submittals

## ATTACHMENT C:
## Fee Proposal

Proposals must be received no later than: **Thursday, February 6, 2025 at 10:00am EST. Respondents must use this page as "Criteria 4: Financial Proposal" in their RFP response.**

Respondents must complete the Fee Proposal Worksheet, Fee Proposal Labor Rate Schedule and GC Reimbursable Costs on the following pages and include PDF with submission.

The undersigned Bidder states that this proposal is made in conformity with the RFP and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the RFP, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

| | |
|---|---|
| Company Name: | **Frank Rewold & Sons Inc.** |
| Signature: | |
| Name: | **Adam Gut** |
| Title: | **Vice President** |
| Date: | **2/6/2025** |

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City of Birmingham - Senior / Recreation Center
CM RFP Attachment C.2

### Financial Proposal Worksheet

**Frank Rewold and Sons Inc.**

| | | Proposed Cost |
|---|---|---|
| ***Guaranteed Maximum Pre Bond Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 32,847.00 |
| Sub-Total GMP PreBond Phase Labor | | $ 32,847.00 |
| ***Guaranteed Maximum Preconstruction Phase Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 57,168.00 |
| Preconstruction Phase Reimbursable Expenses (from tab 3) | | - |
| Sub-Total GMP Precon Phase Labor | | $ 57,168.00 |
| ***Guaranteed Maximum Construction Phase CM Labor and GC's*** | | |
| Construction Phase CM Labor Costs (from tab 2) | | $ 651,721.04 |
| Construction Phase CM General Conditions Costs (from tab 3) | | 43,500 |
| Sub-total GMP Construction Phase Labor | | $ 695,221.04 |
| **Total Pre-Construction and Construction Phase Labor/GC's** | | **$ 752,389.04** |
| ***Proposed CM Fee*** | | |
| Construction Management Fee as % of the Cost of Work | % | 2.30 |
| ***Proposed CM Percentage-Based Expenses*** | | |
| Construction Management performance, labor and material bonds | % | 1.05 |
| Construction Management Insurances | % | 0.80 |
| Subcontractor Default Insurance | % | Not applicable |
| Builders risk | % | 0.2 |

City of Birmingham - Senior / Recreation Center
CM RFP Attachment C.2

| CM General Conditions/Reimbursables | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| | | | | |
| **Preconstruction Phase** | | | | |
| Item | 0 | ea | $0 | $0 |
| item | | | | $0 |
| item | | | | $0 |
| Subtotal Preconstruction Phase GC/Reimbursables | | | | $0 |

| Construction Phase | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| Project Management Technology (Procore) | 15 | mth | $700 | $10,500 |
| Project Cell Phone | 15 | mth | $250 | $3,750 |
| Postage and Handling | 15 | mth | $50 | $750 |
| Trailer | 15 | mth | $1,900 | $28,500 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
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| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| Subtotal Construction Phase GC/Reimbursables | | | | $43,500 |

City of Birmingham - Senior / Recreation Center
CM RFP Attachment C.2

**PRE-BOND LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| | Project Exec. | $0 | | $0 |
| | Sr. Proj. Mgr. | $0 | | $0 |
| | Proj. Mgr. 1 | $0 | | $0 |
| | Pre-Con Mgr. | $0 | | $0 |
| | Estimator/Bond Special | $135 | 226 | $30,537 |
| | Scheduler | $155 | 12 | $1,860 |
| | Accounting | $75 | 6 | $450 |
| **Subtotal PreBond Labor Costs** | | | 244 | $32,847 |

**PRE-CONSTRUCTION LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| | Project Exec. | $0 | 1 | $0 |
| | Sr. Proj. Mgr. | $0 | 1 | $0 |
| | Proj. Mgr. 1 | $115 | 24 | $2,760 |
| | Pre-Con Mgr. | $0 | 1 | $0 |
| | Estimator | $135 | 357 | $48,168 |
| | Scheduler | $155 | 24 | $3,720 |
| | Project Engineer | $80 | 24 | $1,920 |
| | Accounting | $75 | 8 | $600 |
| **Subtotal Preconstruction Labor Costs** | | | 440 | $57,168 |

**CONSTRUCTION PHASE LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| | Project Exec. | $192 | 32 | $6,144 |
| | Sr. Proj. Mgr. | $150 | 688 | $103,200 |
| | Proj. Mgr. 1 | | | $0 |
| | Project Engineer | $98 | 826 | $81,239 |
| | BIM Coordinator | $0 | | $0 |
| | Superintendent | $138 | 2752 | $379,776 |
| | Safety | $192 | 96 | $18,432 |
| | Accounting | $90 | 352 | $31,680 |
| | LEED Coordinator | $125 | 250 | $31,250 |
| **Subtotal Construction Phase Labor Costs** | | | 4996 | $651,721 |

***All other general conditions items will be incorporated into final GMP as allowances to be billed open book at cost plus fee and all unused funds returned to the owner***

FR&S

# Financial Proposal Worksheet

**Frank Rewold and Sons Inc.**

| | | Proposed Cost |
|---|---|---|
| ***Guaranteed Maximum Pre Bond Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 32,847.00 |
| Sub-Total GMP PreBond Phase Labor | | $ 32,847.00 |

| | | |
|---|---|---|
| ***Guaranteed Maximum Preconstruction Phase Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 57,168.00 |
| Preconstruction Phase Reimbursable Expenses (from tab 3) | | - |
| Sub-Total GMP Precon Phase Labor | | $ 57,168.00 |

| | | |
|---|---|---|
| ***Guaranteed Maximum Construction Phase CM Labor and GC's*** | | |
| Construction Phase CM Labor Costs (from tab 2) | | $ 651,721.04 |
| Construction Phase CM General Conditions Costs (from tab 3) | | 43,500 |
| Sub-total GMP Construction Phase Labor | | $ 695,221.04 |
| **Total Pre-Construction and Construction Phase Labor/GC's** | | **$ 752,389.04** |

| | | |
|---|---|---|
| ***Proposed CM Fee*** | | |
| Construction Management Fee as % of the Cost of Work | % | 2.30 |
| ***Proposed CM Percentage-Based Expenses*** | | |
| Construction Management performance, labor and material bonds | % | 1.05 |
| Construction Management Insurances | % | 0.80 |
| Subcontractor Default Insurance | % | Not applicable |

| | | |
|---|---|---|
| Builders risk | % | 0.2 |

**PRE-BOND LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| | Project Exec. | $0 | | $0 |
| | Sr. Proj. Mgr. | $0 | | $0 |
| | Proj. Mgr. 1 | $0 | | $0 |
| | Pre-Con Mgr. | $0 | | $0 |
| | Estimator/Bond Special | $135 | 226 | $30,537 |
| | Scheduler | $155 | 12 | $1,860 |
| | Accounting | $75 | 6 | $450 |
| | **Subtotal PreBond Labor Costs** | | 244 | $32,847 |

**PRE-CONSTRUCTION LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| | Project Exec. | $0 | 1 | $0 |
| | Sr. Proj. Mgr. | $0 | 1 | $0 |
| | Proj. Mgr. 1 | $115 | 24 | $2,760 |
| | Pre-Con Mgr. | $0 | 1 | $0 |
| | Estimator | $135 | 357 | $48,168 |
| | Scheduler | $155 | 24 | $3,720 |
| | Project Engineer | $80 | 24 | $1,920 |
| | Accounting | $75 | 8 | $600 |
| | **Subtotal Preconstruction Labor Costs** | | 440 | $57,168 |

**CONSTRUCTION PHASE LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| | Project Exec. | $192 | 32 | $6,144 |
| | Sr. Proj. Mgr. | $150 | 688 | $103,200 |
| | Proj. Mgr. 1 | | | $0 |
| | Project Engineer | $98 | 826 | $81,239 |
| | BIM Coordinator | $0 | | $0 |
| | Superintendent | $138 | 2752 | $379,776 |
| | Safety | $192 | 96 | $18,432 |
| | Accounting | $90 | 352 | $31,680 |
| | LEED Coordinator | $125 | 250 | $31,250 |
| | **Subtotal Construction Phase Labor Costs** | | 4996 | $651,721 |

| CM General Conditions/Reimbursables | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| | | | | |
| **Preconstruction Phase** | | | | |
| Item | 0 | ea | $0 | $0 |
| item | | | | $0 |
| item | | | | $0 |
| Subtotal Preconstruction Phase GC/Reimbursables | | | | $0 |

| Construction Phase | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| Project Management Technology (Procore) | 15 | mth | $700 | $10,500 |
| Project Cell Phone | 15 | mth | $250 | $3,750 |
| Postage and Handling | 15 | mth | $50 | $750 |
| Trailer | 15 | mth | $1,900 | $28,500 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
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| Subtotal Construction Phase GC/Reimbursables | | | | $43,500 |

***All other general conditions items will be incorporated into final GMP as allowances to be billed open book at cost plus fee and all unused funds returned to the owner***

# City of Birmingham Senior/Recreation Center — Criteria 1: Specific Project Experience

## Relevant Experience

Through the Senior/Recreation Center Project, the City of Birmingham envisions a "welcoming and dynamic hub where all the members of the community can gather in an environment that promotes socialization, physical activity and lifelong learning that enhance both personal and community wellness." Creating a dedicated space for social interaction, fitness, health and emotional enrichment through multi-generational programming is an investment in your whole community. And as Next continues to grow in membership, a dedicated facility is vital to their capacity in providing services. Rockford has extensive experience supporting municipalities through recreational projects and can assist the City of Birmingham, Next and the YMCA in transforming 400 East Lincoln into a state-of-the-art facility that will serve all residents for decades to come.

Currently partnering with Birmingham Public Schools on their bond project, as a team, we are dedicated to contributing to the growth of the City of Birmingham and are deeply invested in the success of this project. Our team has worked with cities, school districts and organizations like the YMCA to create spaces that benefit the health and well-being of communities around the state. Rockford has built countless athletic facilities, community centers, pool and other specialty spaces that are similar to the scope of work the City of Birmingham is pursuing.

**DESIGN CONSIDERATIONS FOR SENIOR CENTERS**
Rockford has a long history of developing senior living facilities and understands that building spaces for our older community members have different and unique considerations. Accessibility requirements, advanced safety and medical features, adaptable programming for different generations, comfort, amenities that promote social and physical wellness, sensory considerations and intuitive technology are just a few attributes that distinguish accessible facilities and working with your design team, Rockford will ensure the safety and comfort of your patrons is top of mind throughout the entire construction process.

**RECREATION & POOL EXPERIENCE**
Recreation facilities are important to your community, and we are well-placed to deliver a strong result for all residents of Birmingham. Rockford has extensive experience with the specialty construction of athletic and recreational facilities, including natatoriums, pickleball courts, gyms, locker rooms and more. Our portfolio represents more than $200 million in athletic/recreational facility construction, and our team has the experience and understanding of the technical know-how to build these high-impact and heavily-used facilities to last.

Pools are a unique asset to the community, providing year-round wellness opportunities for community members of all ages. Natatorium spaces are complex and the high humidity environment, unique acoustic and lighting requirements and specific temperature needed to maintain the pool ecosystem can prove challenging. A delicate balance must be achieved to provide clean, healthy air and water for pool users. Rockford has constructed and renovated dozens of pools in the last 10 years, and we have relationships with trade contractors who specialize in pool renovation and construction.

Critical elements for successful delivery of a natatorium include:

- Pool shell
- Safety features
- Water circulation & filtration systems
- Water treatment & chemistry
- HVAC/lighting systems
- Humidity control

**ACCESSIBILITY FOR ALL**
At Rockford, accessibility is an important factor in the construction of public spaces. We are not only focused on providing a quality construction result for your community but are aware of the important considerations for people with differing ability levels as well. In 2015, we completed the world's first universally accessible designed YMCA, Mary Free Bed YMCA of Greater Grand Rapids — Southeast. This facility was created with accessibility for all in mind. Our team is comfortable managing accessibility considerations and going above and beyond to ensure your residents are provided with a space everyone can use and enjoy.

**BOND SUPPORT**
Rockford's team will be a strong partner in the development and implementation of a successful bond campaign. Our team will be involved from day one working closely alongside Kramer Management Group and Neumann/Smith, supporting our estimates with clear documentation, listening carefully to community feedback and working diligently to ensure that proposed solutions are appropriate for the City of Birmingham. Together, we will customize our approach to your community and your vision.

**SUSTAINABILITY APPROACH**
One of Rockford's core values is "Drive Sustainability." Sustainability is more than just certifications and awards; it's at the heart of everything we do. Rockford is a member of the U.S. Green Building Council and one of the few ABC Certified Green Contractors in the nation and we have also developed a strategic alliance with Catalyst Partners, one of the original founding members of the USGBC. Our robust LEED portfolio has a number of "first and only" LEED certified projects. We consider the LEED process a priority task to be managed during all phases of your project and we will work with your team to understand goals for sustainability.

**BEING A GOOD NEIGHBOR**
With the site being in close proximity to St. James Park and an existing public parking lot as well as being surrounded by single family residential, multi-family residential and commercial buildings, being a good neighbor is vital to the safety and welfare of all who may be impacted by this project. Clear communication with neighbors is integral to minimizing disruption. We will employ a number of communication tools to keep everyone informed of our progress and to adjust the flow of pedestrian and traffic flow near the site as work progresses.

## About Rockford

For more than 35 years, Rockford has been serving the commercial, multi-unit, educational, industrial, hospitality, healthcare and retail markets throughout the country. From small-scale renovation work to large, new construction efforts, we tailor our approach since each project is as unique as the community it serves. And as a company offering construction management, development, and property management services, we bring a holistic perspective as owners, builders, and operators, rooted in safety and a commitment to craftsmanship.

Ranked by Engineering News-Record as one of the top 200 contractors in the nation and a 101 Best and Brightest Places to Work for the past two decades , Rockford's team brings a unique and holistic perspective to every aspect of a project — from inception to completion and long-term management. Rockford is deeply invested in its communities and in the ongoing success of its projects, living out its vision to *Build a Better World.*

## Firm Information


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313.309.9854
rockfordconstruction.com

Tim Bryan
Vice President Detroit Region
(248) 521-3806
tbryan@rockfordconstruction.com

Whitney Kutcher
Business Development Manager
(313) 495-8793
wkutcher@rockfordconstruction.com


TOP 200 CONTRACTORS BY: ENGINEERING NEWS-RECORD

$200 million IN ATHLETICS CONSTRUCTION

Derby Middle School

*"Rockford's commitment to excellence and their focus on maintaining positive, productive relationships make them a valuable partner in any initiative. I highly recommend Rockford and their team for their unwavering dedication to success and their expertise in the field."*

— Richard Hunt, Director of Operations
Birmingham Public Schools

Top Green CONTRACTOR BY: ENGINEERING NEWS-RECORD



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# City of Birmingham Senior/Recreation Center — Criteria 1: Specific Project Experience

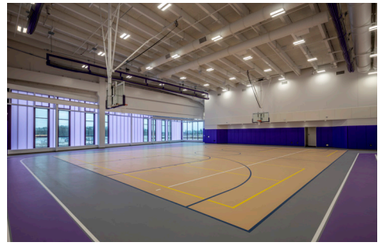
## Project Examples

### Mary Free Bed YMCA of Greater Grand Rapids — Southeast

The first Universally-Designed building in the world, the Mary Free Bed YMCA is a revolutionary new facility designed with everyone in mind. The universal design features facilities for those with and without disabilities. The 36-acre integrated health and wellness facility features a greenhouse, community meeting room, teaching kitchen, two multi-purpose gymnasiums, eight-lane lap pool, family fun pool, health and fitness center, indoor track, indoor cycling studio, climbing wall, men's and women's saunas, and fully accessible locker rooms. Outdoor amenities include 1/2 mile loop paved trail, baseball fields, soccer fields, ADA softball field, accessible playground, outdoor tennis courts, and learning farm with raised bed gardens.

**Location:** Grand Rapids, MI
**Contact:** Scott Lewis, (616) 885-9622
**Construction Type:** New
**Delivery Method:** CM
**Services:** Construction Management; Self-Perform Trades
**Architect:** Progressive Companies (616) 361-2664
**Project Size:** 108,000 sq. ft.
**Duration:** 15 months
**Project Budget:** Initial: $20.8 million; Final: $22.9 million; 10.3% Variance
**Scope changes after CDs*
**Team Members:** Adam Koorndyk

### Caledonia Community Schools — Cal Community Center

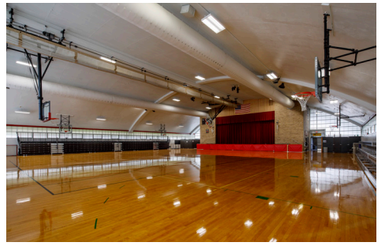


The YMCA and Caledonia Community Schools have partnered for the operation of a new athletic complex with a community and aquatics center. The new, two-story facility will feature an eight-lane competition pool with diving well and gallery seating for 175 spectators. A three-lane leisure pool also includes a splash pad and spa along with men's, women's and universal changing rooms. Additionally, the main floor offers a KidZone providing care for infant through school-age children, a multi-purpose room with kitchenette for community use, a chapel which serves a dual purpose as a meeting room, as well as a concessions area, offices and swim team rooms.

The second floor features a gymnasium with a basketball court which can also be used for volleyball and badminton. Sitting adjacent to the gymnasium is an exercise room and cardio and weight room area with a running/walking track surrounding the entire perimeter of the second story space. Significant site work was also required for this effort as widening of Kraft Avenue was required to ensure smooth traffic arriving and departing from the facility.

**Location:** Caledonia, MI
**Contact:** Jim Steiner, Jim.Steiner@plantemoran.com
**Construction Type:** New
**Delivery Method:** CMAR
**Services:** Construction Management
**Architect:** Stantec Architecture Lindsay Woods, (248) 336-4700
**Project Size:** 47,000 sq. ft.
**Duration:** 27 months
**Project Budget:** Initial: $23,948,121; Final: $31.7 million; 27% Variance
**Variance impacted by owner scope changes and COVID*
**Team Members:** Adam Koorndyk; Ed Bloom; Bowen Holmes; Dave Turner

### Birmingham Public Schools



Currently under construction, there are multiple goals associated with Birmingham's 2020 Bond Program. Their first project includes eight elementary schools, two middle schools and Birmingham Covington School. While most of the work will be put in place during the summer months, some will need to take place while school is in session. This requires careful planning and coordination to limit disruptions.

Birmingham's second project is focused on the high schools, which includes the Annex, Midvale Center and a significant amount of athletic improvements. Overall, the ongoing bond program will fund additions and architectural renovations to 11 buildings throughout the district. Other project upgrades will include security improvements, mechanical upgrades, site improvements and more.

**Location:** Birmingham, MI
**Contact:** James Larson-Shidler, (248) 203-3040
**Construction Type:** Renovation
**Delivery Method:** CM
**Services:** Construction Management
**Architect:** GMB Architects Ron Boezwinkle, (616) 293-1026
**Project Size:** Multiple Buildings
**Duration:** Multi-year bond program from 2020 to 2026
**Project Budget:** Initial: $32 million; Final: $32 million; 0% Variance
**Team Members:** Ed Bloom; Gaetano Vitale; Whitney Kutcher; MaryAnn Mandel

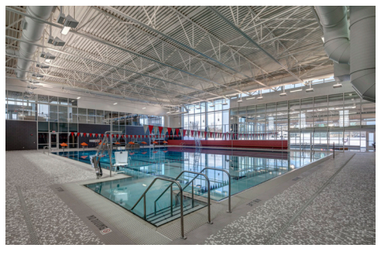
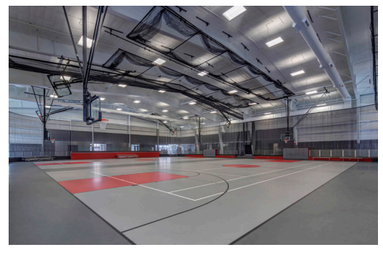
### Beacon Hill — The Vistas

As part of an ongoing relationship with Beacon Hill at Eastgate in Grand Rapids, Michigan, Rockford recently completed phase two of the senior living community. Phase two involved several new elements, including a four-story condo addition over a new parking garage, expansion of the dining rooms, renovation of the club room and administrative office spaces, a 10,000 sq. ft. café addition, and a new 250-seat auditorium. The project also included additions to the existing English gardens, with a new exterior fireplace, fountains, pergolas, and seating. Each space features high-end finishes, including custom millwork and woodwork.

Rockford safely and successfully completed this project under a tight timeline and while the rest of the community remained occupied.

**Location:** Grand Rapids, MI
**Contact:** Jeff Huegli, (616) 245-9179
**Construction Type:** New
**Delivery Method:** CM
**Services:** Construction Management
**Architect:** Ghafari AE, Andy Eckert 616-771-0909 x 7903
**Project Size:** 150,000 sq. ft.
**Duration:** 14.5 months
**Project Budget:** Initial: $15.5 million; Final: $16,200,000; increase of 4.5%
**Team Members:** N/A

### Dr. Browne Aquatic and Recreation Center

Through the generous donation of Dr. Robert W. Browne, the City of Coldwater was given the opportunity to build a state-of-the-art aquatic and recreation center. The multi-million dollar project includes two buildings featuring an eight-lane competitive pool; separate, warm-water zero-entry therapy pool; a multi-purpose floor inside the recreation center for basketball, volleyball, tennis, soccer and other community activities; spectator seating; an indoor walking track; locker rooms; and community rooms. In addition, the facility is designed with the latest in energy-saving green technology including a geothermal well system for all heating and cooling.

**Location:** Coldwater, MI
**Contact:** Jeff Budd, (517) 279-9501
**Construction Type:** New
**Delivery Method:** CM
**Services:** Construction Management
**Architect:** Integrated Architecture Tim Mustert, tmustert@intarch.com
**Project Size:** 32,000 sq. ft.
**Duration:** Aquatic: 24 months; Recreation: 8 months
**Project Budget:** Initial: $5,102,700; Final: $5,517,205; 7.8% Variance
**Team Members:** Adam Koorndyk

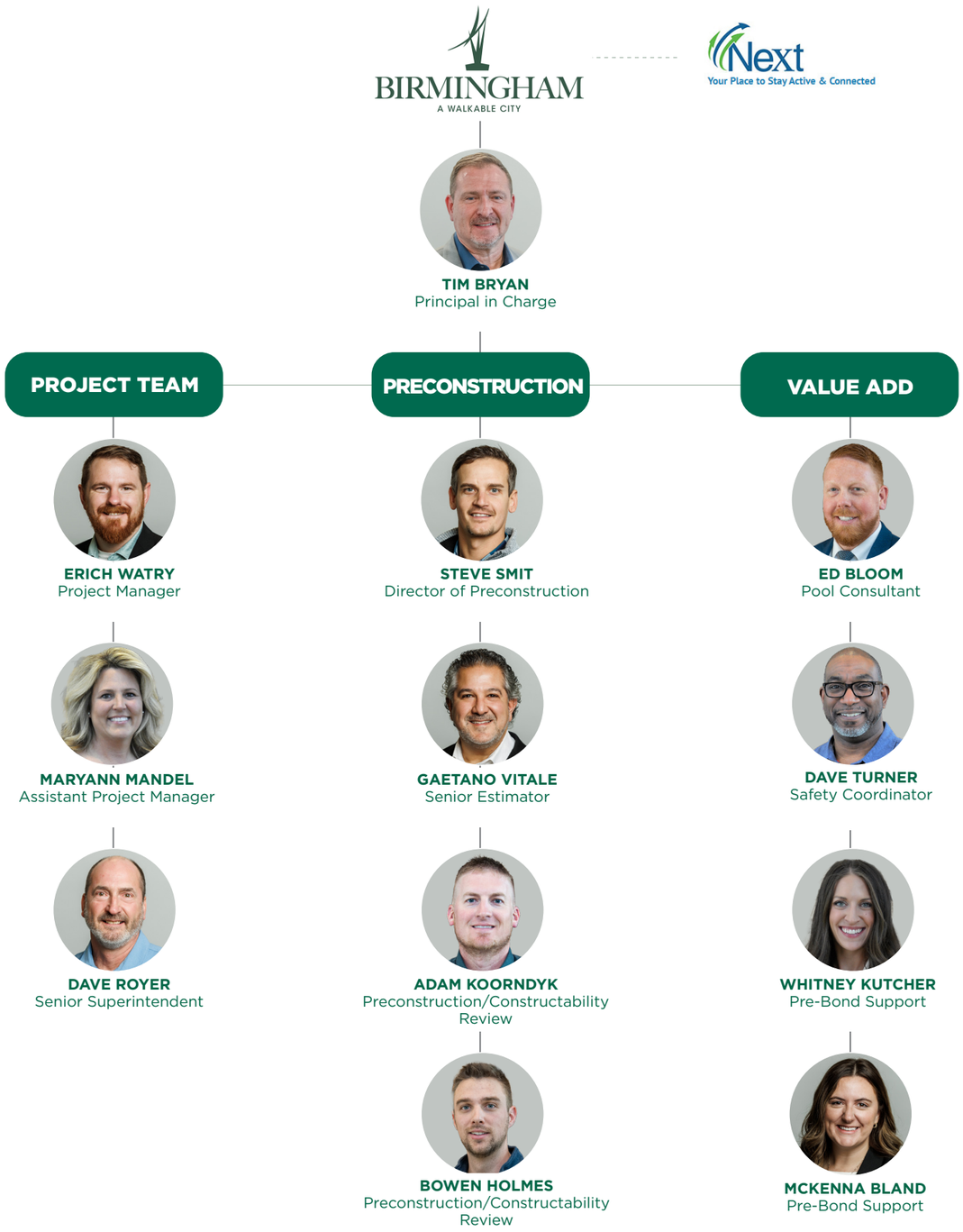
### YMCA — Spartan Nash

After several years of planning and creation, the new Spartan Stores YMCA serves the communities of southern Kent County, Allegan County and eastern Ottawa County. The 96,000 sq. ft. facility has something for everyone in the community. From a gymnasium, indoor track, aerobic and cycling studios, and workout area, to the family fun pool with an interactive play center, community room and a café, the Spartan Stores YMCA is focused on bringing families together. There is a family wellness area, where kids and their parents can work out together on cardio and strength training equipment. An all-day, licensed child development center is available to the community, along with a Kid Zone for parents to drop off their children while using the facility.

**Location:** Wyoming, MI
**Contact:** Bev Thiel, (616) 885-5501
**Construction Type:** New
**Delivery Method:** CM
**Services:** Construction Management
**Architect:** Progressive AE Craig Janetzke, (616) 456-9944 *(TowerPinkster)*
**Project Size:** 96,400 sq. ft.
**Duration:** 18 months
**Project Budget:** Initial: $12 million; Final: $12 million; 0% Variance
**Team Members:** Adam Koorndyk

# City of Birmingham Senior/Recreation Center — Criteria 2: Proposed Project Team

## Team Organization




## Team Matrix

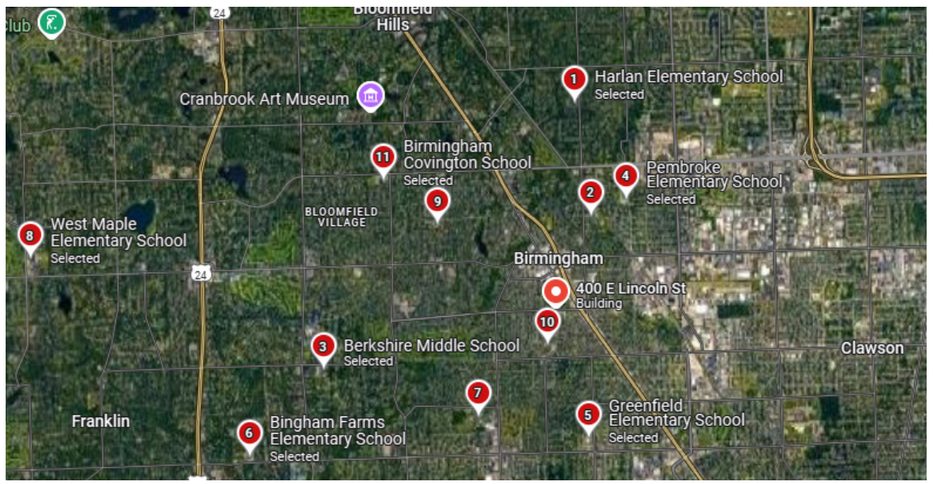
| PROJECT | TEAM MEMBERS |
|---|---|
| Mary Free Bed YMCA of Greater Grand Rapids —Southeast | Adam Koorndyk |
| Caledonia Community Schools — Cal Community Center | Adam Koorndyk; Ed Bloom; Dave Turner |
| Birmingham Public Schools | Ed Bloom; Gaetano Vitale; Whitney Kutcher; MaryAnn Mandel; Erich Watry |
| Beacon Hills — The Vistas | N/A |
| Dr. Browne Aquatic and Recreation Center | Adam Koorndyk |
| YMCA — Spartan Nash | Adam Koorndyk |

## Team Availability

Each proposed team member will be available for your project at the start of construction.

## Construction Experience

| | LEED CERTIFIED BUILDING | POOL/ NATATORIUM | ATHLETICS/ RECREATION | URBAN/TIGHT SITE | OFFICE/ ADMIN SPACE | SENIOR/ COMMUNITY/ MEETING SPACE | BOND |
|---|---|---|---|---|---|---|---|
| Tim Bryan | + | | | + | + | + | |
| Erich Watry | + | + | + | + | + | + | + |
| MaryAnn Mandel | | + | + | + | + | + | + |
| Dave Royer | + | + | + | + | + | + | + |
| Steve Smit | | | + | + | + | + | |
| Gaetano Vitale | + | + | + | + | + | + | + |
| Adam Koorndyk | + | + | + | + | + | + | + |
| Bowen Holmes | | + | + | + | + | + | + |
| Ed Bloom | + | + | + | + | + | + | + |
| Dave Turner | | | + | + | + | + | + |




*Map of Birmingham Public School projects in relation to 400 E Lincoln.*

*Rockford has been partnering with Birmingham Public Schools on the completion of their 2020 Bond Program.*



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# City of Birmingham Senior/Recreation Center — Criteria 2: Proposed Project Team

## Tim Bryan — Vice President

### Project Role

Tim has more than 25 years in the construction industry and has completed a wide range of projects from small interior office improvements to large scale, multi-phase commercial and industrial projects.

He has extensive experience in office and work space environments, including tenant fit-outs, with additional experience in retail, hospitality, warehouse, industrial and distribution facilities. Tim is an excellent project leader with a strong background in project management and estimating, and excels at managing complex work that requires attention to detail and high-level client collaboration.

**EDUCATION & TRAINING**

- MBA, Baker College
- B.S. Construction Management, Michigan State University
- OSHA 30-Hour
- OSHA 10-Hour
- CPR/First Aid Certified
- LEED Accredited Professionals (LEED-AP)
- Confined Space Work
- Dry Concrete and Slab
- Carbon Monoxide Control Measures
- Pre-Task Hazard Analysis
- Fire Protection and Prevention

**PROFESSIONAL ASSOC.**

- Member, Michigan State Alumni Association
- Member, Michigan State University Football Players Association
- Volunteer, C.S. Mott Children's Hospital, University of Michigan

### Relevant Experience

**Radisson Hotel**
Complete hotel remodel including 225 guest rooms, atrium, restaurant bar, office and meeting space; 175,000 sq. ft.; (Livonia, MI)

**Wake County Board of Education**
Office renovations; 180,000 sq. ft.; (Raleigh, NC)

**Steelcase Campus**
Demolition, renovation and new construction of the existing Steelcase campus comprised of 208 acres; 4.6M sq. ft. (Grand Rapids, MI)

**Mortgage Center**
Headquarters build-out occupying the 9th floor of the 18-story Travelers Tower office building; 21,000 sq. ft. (Southfield, MI)

**AAA Lundy**
Multi-phased office renovation; 75,000 sq. ft. (Dearborn, MI)

**Travelers Tower**
Multiple tenant improvement projects (Southfield, MI)

**First Recovery**
Office build-out, 2nd floor of Travelers Tower I Building; 24,400 sq. ft. (Southfield, MI)

**Novi Town Center**
Façade and infrastructure upgrades to retail center (Novi, MI)

**Williams International — Second-Level Renovation**
Renovation of the second level office space; 30,400 sq. ft. (Pontiac, MI)

## Erich Watry — Project Manager

### Project Role

Erich brings over 22 years of diverse construction experience, having worked across various industry roles, from sitework and utilities trade contractor to managing general trades and carpentry crews for K-12 schools. His keen attention to detail is crucial in overseeing project schedules, budgets, bidding, negotiations, and the distribution of plans and specifications to trade contractors. Erich maintains direct communication with clients, providing timely updates and fostering a collaborative environment that encourages teamwork. This approach enables him to deliver creative, intuitive solutions for value engineering, cost control and effective bid packaging, ensuring project success.

**EDUCATION & TRAINING**

- Associates in Psychology University of Phoenix
- General Studies Michigan State University
- OSHA 10/30 Hour Certification
- First Aid Certification
- CPR Certification
- AED Certification
- Absestos Awareness
- LEED Awareness
- Certified Stormwater Operator

### Relevant Experience

**Birmingham Public Schools**
This bond consists of architectural renovations and additions to 11 buildings. These buildings include eight elementary schools, two middle schools and the high school. At the high school, renovations will focus on the Annex, Midvale Center and a significant amount of athletic improvements, including pool upgrades at Derby and Berkshire Middle School and Covington School; $32 million (Birmingham, MI)

**Detroit Public Schools Community District**
Coleman A. Young Renovation; $4 million (Detroit, MI)
Frederick Douglass Academy Renovation; $6.5 million (Detroit, MI)

**Bloomfield Hills Schools**
Capital Improvements (Bloomfield Hills, MI)

**Farmington Public Schools**
Capital Improvements (Farmington Hills, MI)

**Mt. Morris Consolidated Schools**
Capital Improvements (Mt. Morris, MI)

**Utica Community Schools**
Capital Improvements (Sterling Hills, MI)

**GM Tech Center (ESTES/AEC Building)**
Renovation that included removal of four-story escalators to make way for monument stairs with green walls, complete overhaul of seven mechanical rooms, all new furniture, bathrooms, offices and kitchen areas. Lead and implemented the Last Planner System, VPlanner; LCI 2020 National Convention Presenter on LPS; 360,000 sq. ft.; $65 million (Warren, MI)

# City of Birmingham Senior/Recreation Center — Criteria 2: Proposed Project Team

## MaryAnn Mandel — Assistant Project Manager

### Project Role

MaryAnn has over 20 years of experience in the construction industry, having previously served in project engineering, supervision and project management roles. Over that time, she has honed skills such as an exceptional eye for detail and proficiency in organization and planning. As an assistant project manager, she will be responsible for assisting the project manager with keeping projects on time and within budget.

### EDUCATION & TRAINING

- A.S., Construction Management, Oakland Community College
- Construction Management Certificate, Oakland Community College
- MIOSHA 30-Hour Construction Safety and Health
- First Aid/CPR/AED
- Stormwater Management Certificate
- National Notary Public
- Procore Project Manager

### PROFESSIONAL ASSOC.

- Member, Oakland Community College Construction Management Advisory Committee

### Relevant Experience

**Birmingham Public Schools**
This bond consists of architectural renovations and additions to 11 buildings. These buildings include eight elementary schools, two middle schools and the high school. At the high school, renovations will focus on the Annex, Midvale Center and a significant amount of athletic improvements, including pool upgrades at Derby and Berkshire Middle School and Covington School; $32 million (Birmingham, MI)

**Birmingham Public Schools — Birmingham Covington School**
Extensive renovation completed in four months, including fresh flooring, paint and custom casework, new tile work in the pool and locker rooms, bleacher replacement in both the gym and pool areas and installation of new boilers and kitchen equipment; 138,009 sq. ft.; $6.4 million (Birmingham, MI)

**Oak Park Schools**
Phased implementation of the 2021 Bond includes a new Athletic Training Center as well as infrastructure upgrades at the High School, Prep Academy, NOVA Freshman Institute and three elementary schools; $40 million (Oak Park, MI)

**Sawyer Art Apartments**
New three-story, mixed-use building with commercial, residential, lobby and parking on the ground floor and two-stories of residential above; $7 million (Detroit, MI)

**Osi Art Apartments**
New, four-story, multi-family building focused on artistic design components. The facility will feature 30 units with half reserved as affordable housing, and 5,000 sq. ft. of first-floor commercial space; 25,000 sq. ft.; $5 million (Detroit, MI)

**Boston Consulting Group**
Interior fit out; 28,000 sq. ft.; $8.5 million (Detroit, MI)

## David Royer — Senior Superintendent

### Project Role

With 34 years in the construction industry, David has served on a wide variety of construction projects throughout his career. His background includes experience as a Superintendent, Project Manager and Estimator on a multitude of commercial and institutional efforts. David is an innovative and tenacious leader with a proven history of accomplishment. He is a resourceful decision-maker with strong problem-solving and organizational skills. David works diligently to meet intense schedules, manage budgets, uphold stringent safety standards and provide excellent quality.

### EDUCATION & TRAINING

- B.S., Construction Management, Eastern Michigan University
- OSHA 30-Hour
- DEQ Stormwater Certification
- CPR/First Aid Certification
- Michigan Residential Builder's License

### Relevant Experience

**Birmingham Public Schools**
This bond consists of architectural renovations and additions to 11 buildings. These buildings include eight elementary schools, two middle schools and the high school. At the high school, renovations will focus on the Annex, Midvale Center and a significant amount of athletic improvements, including pool upgrades at Derby and Berkshire Middle School and Covington School; $32 million (Birmingham, MI)

**Birmingham Covington School**
Extensive renovation completed in four months, including fresh flooring, paint and custom casework, new tile work in the pool and locker rooms, bleacher replacement in both the gym and pool areas and installation of new boilers and kitchen equipment; 138,009 sq. ft.; $6.4 million (Birmingham, MI)

**Masonic Pathways Retirement Community**
$10 million renovation to the third floor of Masonic Retirement Community including the complete demo of a shell space and renovation of the entire floor. Extensive work was required in the ceiling space above the second floor which consisted of medical offices and was classified as a hospital space (Alma, MI)

**University of Michigan**
School of Music and Dance — Addition and renovation including extensive sound control designs such as sound control and acoustic features, new fire alarm installed, extensive sound separation in practice areas and new cutting-edge recording studio; $21 million

Yost Ice Arena — Locker room renovation (Ann Arbor, MI)

**Ann Arbor Public Schools — Stone School Cooperative***
Gymnasium addition to an existing building which is on the National Register of Historic Places (Ann Arbor, MI)



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# City of Birmingham Senior/Recreation Center — Criteria 2: Proposed Project Team

## Steve Smit — Director of Preconstruction

### Project Role

As director of preconstruction, Steve brings more than 15 years of experience managing complex construction projects across markets including core and shell, office, healthcare, foodservice, multi-family and advanced manufacturing. His expertise in programming, budgeting, value engineering and constructability reviews helps guide clients through early-stage decision-making. With firsthand experience in both preconstruction and project execution, Steve focuses on cost control, scheduling and risk mitigation. His deep technical knowledge — combined with market insights and strong trade relationships — allows him to develop efficient, client-focused strategies. Known for fostering collaboration, he ensures seamless communication and delivers solutions that drive long-term project success.

### EDUCATION & TRAINING

- B.S., Construction Management, Ferris State University
- OSHA 30-Hour
- CPR/First Aid Certified

### Relevant Experience

**505 Church**
A 46 story condo/apartment building in the heart of Nashville, TN. Project included five stories of underground parking ramp, 550 units including amenity floors and lobbies; $125 million (Nashville, TN)

**Gun Lake Casino Phase**
Construction of the ground up construction of a new gaming facility and the ancillary facilities including water and wastewater treatment plant (Wayland, MI)

**Morris Inn at Notre Dame**
Remodel, addition and complete remodel of historic Morris Inn Hotel in the heart of the Notre Dame campus (Notre Dame, IN)

**430 Monroe Core/Shell and Perrigo North America Buildout**
The 430 Monroe building is part of the Michigan State University Grand Rapids Innovation Park, and changed the Grand Rapids skyline. The 11-story, 137,500 sq. ft. building is located on an extremely tight urban site where construction adjacent to a busy street was a challenge. The building is home to Perrigo's new North American headquarters, which occupies roughly 64,500 sq. ft.; $42 million (Grand Rapids, MI)

**Doug Meijer Medical Innovation Building**
New 205,000 sq. ft., seven-story building will house collaboration, radiopharmacy and clinical spaces enabling synergies among academic medicine, healthcare delivery systems and industry partners. This building complements the existing 162,800 sq. ft. Grand Rapids Research Center; $61 million (Grand Rapids, MI)

## Gaetano Vitale — Senior Estimator

### Project Role

With decades of experience in the preconstruction and estimating fields, Gaetano has established himself as an expert in lump sum, design-build, construction management, GMP and EPC projects within all markets. This diverse background and understanding of various project types brings a holistic perspective resulting in accurate and realistic project estimates and budgets. Gaetano has a proven ability to successfully maximize value by offering intuitive solutions for value engineering and other potential cost savings on projects.

### EDUCATION & TRAINING

- B.S., Construction Management, Eastern Michigan University

### Relevant Experience

**Birmingham Public Schools**
This bond consists of architectural renovations and additions to 11 buildings. These buildings include eight elementary schools, two middle schools and the high school. At the high school, renovations will focus on the Annex, Midvale Center and a significant amount of athletic improvements, including pool upgrades at Derby and Berkshire Middle School and Covington School; $32 million (Birmingham, MI)

**Oak Park Schools — Athletic Training Center**
Renovation of a formerly abandoned building into a state-of-the-art athletics facility consisting of an indoor turf training area, a workout room with new equipment, team rooms, storage and an elevated track around the perimeter of the building (Oak Park, MI)

**Macomb County Boathouse**
To be completed in three phases, the existing facility on Lake St. Clair was demolished to make way for the new facility. The new facility will feature a new seawall, five covered boat wells, a garage with a ICC500 storm shelter, a fueling station, docks and new administration office space including conference rooms, kitchen, restrooms, offices, common spaces, locker rooms and other associated areas; 12,516 sq. ft.; $8.4 million (Harrison Township, MI)

**Covenant Community Care Health Center**
New 10,000 sq. ft. single-story, health center providing medical, dental and behavioral health services. The facility will also feature an outdoor event plaza and a 0.25 universally accessible walking trail; $6.6 million (Detroit, MI)

**University of Michigan — Athletic Facility Building**
Ground up construction of athletic facility building. Building included laundry and support/storage for all U of M athletic programs; $3 million (Ann Arbor, MI)

# City of Birmingham Senior/Recreation Center — Criteria 2: Proposed Project Team

## Adam Koorndyk — Preconstruction/Constructability Review

### Project Role

Adam brings more than 25 years of carpentry and construction expertise to the team with a focus on some of Rockford's most complex efforts. As senior superintendent, Adam is responsible for overseeing all on-site construction activities to successfully complete the project on schedule and within budget. This includes maintaining the highest quality, supervising all trade and field personnel, while administering good construction safety practices with all on-site activities.

### EDUCATION & TRAINING

- B.S., Construction Management, Ferris State University
- A.A.S., Building Construction Technology, Ferris State University
- Michigan Builder's License
- OSHA 30-Hour
- OSHA 10-Hour
- Asbestos Training
- CPR/First-Aid Certified
- DEQ Construction Stormwater Operator Certification
- American Society for Healthcare Engineering Certified (ASHE HCC)
- Level 1 Unbonded PT Installation Certification
- Level 1 Unbonded PT Repair Certification

### Relevant Experience

**Mary Free Bed YMCA**
First of-its-kind universal design features greenhouse, teaching kitchen, two gyms, 8-lane lap pool, family fun pool, health and fitness center, indoor track and climbing wall. LEED certified; 118,000 sq. ft.; $22.5 million (Grand Rapids, MI)

**Spartan Stores YMCA**
New 96,404 sq. ft. facility featuring a gym, indoor track, aerobic and cycling studios, family fun pool, cafe, community room and licensed child development center; $12 million (Wyoming, MI)

**Caledonia Public Schools — Caledonia Community Center**
The YMCA and Caledonia Community Schools have partnered for the operation of a new athletic complex with a community and aquatics center. The new, two-story facility will be offering sports, fitness, aquatics, recreation and education opportunities; $23 million (Caledonia, MI)

**Dr. Browne Aquatic and Recreation Center**
New aquatic and recreation center constructed with green technology and featuring an eight-lane competitive pool,warm-water zero-entry therapy pool, multi-purpose floor for basketball, volleyball, tennis, soccer and other community activities, spectator seating, indoor walking track, locker rooms and community rooms; 32,000 sq. ft.; $5,517,205 (Coldwater, MI)

**Ferris State University**
intramural sports field, intercollegiate soccer and southeast campus student housing master plan (Big Rapids, MI)

## Bowen Holmes — Preconstruction/Constructability Review

### Project Role

Bowen is a valuable asset in ensuring overall quality and safety practices are followed on projects. He brings diverse experience, and his attention to detail is instrumental as he manages submittals, deliveries, ongoing project quality, and the punch list.

Bowen will manage the submittal process, facilitate pencil draws, establish and maintain the issues log, the submittal log and the RFI log. He will work onsite full-time with the superintendent to assist with quality and cost control and verification of work in-place.

### EDUCATION & TRAINING

- B.S., Construction Management, Northern Michigan University
- OSHA 30-Hour
- CPR/First Aid Certified

### Relevant Experience

**Caledonia Public Schools — Caledonia Community Center**
The YMCA and Caledonia Community Schools have partnered for the operation of a new athletic complex with a community and aquatics center. The new, two-story facility will be offering sports, fitness, aquatics, recreation and education opportunities; $23 million (Caledonia, MI)

**Northview Public Schools**
East Oakview Elementary — Part of a $36 million bond program, East Oakview Elementary school received classroom upgrades new furniture and technology, exterior improvements, secure entrance, new mechanical systems and air conditioning.

Crossroads Middle School — Modernizing classrooms, renovation of administration offices, bathrooms, media center, lab spaces and cafeteria. Focus on upgrading HVAC air conditioning/filtration, LED lighting, ceiling replacements and parking lot replacements; 150,000 sq. ft.; $3.94 million

Track Repairs — An existing track at Northview High School was reconstructed as part of a $36 million bond. This included new fencing and asphalt; $757,903 (Grand Rapids, MI)

**Chase Tower — Quicken Loans**
10-story office renovation including MEP and aesthetic upgrades to a unique and modern design; 300,000 sq. ft. (Detroit, MI)

**Sugar Hill Development**
New, three-story mixed-use building with a tri-level, 40,000 sq. ft. parking garage, 10,000 sq. ft. of retail space and 30,000 sq. ft. of low-income apartments (Detroit, MI)



*Content continues onto reverse page*

# City of Birmingham Senior/Recreation Center — Criteria 2: Proposed Project Team

## Ed Bloom — Pool Consultant

### Project Role

With nearly 20 years in the construction industry, Ed brings a proven ability to lead successful construction teams and to deliver projects with added-value. As vice president, Ed ensures that proper resources are allocated to your project to ensure that all work performed during the preconstruction, procurement and construction phases accomplishes your project goals and expectations. He is an integrated leader with vast experience serving education clients on new construction, renovations as well as efforts taking place on occupied sites. Ed provides invaluable knowledge and oversight to Rockford's dedicated Education Team.

### EDUCATION & TRAINING

- B.S., Construction Management, Ferris State University
- A.S., Building Technolog, Ferris State University
- Xerxes UST Fuel Certification
- OSHA 30-Hour
- CPR/First Aid Certified
- Asbestos Awareness Certification
- DEQ Stormwater Certification

### PROFESSIONAL ASSOC.

- Member, Michigan Association of Superintendents and Administrators
- Member, Michigan School Business Officials

### Relevant Experience

**Caledonia Community Schools — Cal Community Center**
The YMCA and Caledonia Community Schools have partnered for the operation of a new athletic complex with a community and aquatics center. The new, two-story facility will be offering sports, fitness, aquatics, recreation and education opportunities; $23 million (Caledonia, MI)

**Birmingham Public Schools**
This bond consists of architectural renovations and additions to 11 buildings. These buildings include eight elementary schools, two middle schools and the high school. At the high school, renovations will focus on the Annex, Midvale Center and a significant amount of athletic improvements, including pool upgrades at Derby and Berkshire Middle School and Covington School; $32 million (Birmingham, MI)

**Birmingham Covington School**
Extensive renovation completed in four months, including fresh flooring, paint and custom casework, new tile work in the pool and locker rooms, bleacher replacement in both the gym and pool areas and installation of new boilers and kitchen equipment; 138,009 sq. ft.; $6.4 million (Birmingham, MI)

**Oak Park Schools**
Phased implementation of the 2021 Bond includes a new Athletic Training Center as well as infrastructure upgrades at the High School, Prep Academy, NOVA Freshman Institute and three elementary schools; $40 million (Oak Park, MI)

## Dave Turner — Safety Coordinator

### Project Role

As a safety coordinator, Dave maintain a high level of safety awareness on every job site. Onsite, he oversees and ensures all work is being completed safely and with regard for OSHA rules and regulations. Dave is responsible for communicating safety plan and expectations to team members and trade contractors. He performs regular jobsite inspections, where he assesses hazards, implements corrective action, explains state safety regulations and communicates upcoming hazards and conflicts onsite with superintendents.

### EDUCATION & TRAINING

- Business Administration and Management, General, Cornerstone University
- A.A.S., Technology Option, Grand Rapids Community College
- Architectural Drafting Technician, Computer Aided Design & Drafting Specialist Certification, Phoenix Insitute of Technology
- OSHA 30-Hour
- OSHA 510 Certification
- OSHA 10-Hour
- Stormwater Operator License

### Relevant Experience

**Caledonia Public Schools — Caledonia Community Center**
The YMCA and Caledonia Community Schools have partnered for the operation of a new athletic complex with a community and aquatics center. The new, two-story facility will be offering sports, fitness, aquatics, recreation and education opportunities; $23 million (Caledonia, MI)

**West Catholic High School — Alumni Plaza and Academic Learning Center (ALC)**
The 2,000 sq. ft. plaza was a much-needed restroom and concession stand at the football field. For the 6,000 sq. ft. ALC project, six classrooms were removed and opened to a versatile gathering space with garage doors separating rooms if needed (Grand Rapids, MI)

**Degage Ministries**
Scope includes the demolition of an existing building, renovation of two buildings and creation of an infill building; transformation of kitchen and dining area; additional women's sleeping quarters; reconfiguration of meeting and office spaces; $6 million (Grand Rapids, MI)

**Root & Branch**
New, five-story, mixed-use development featuring 5,000 sq. ft. of ground-floor retail space and 23 for-rent apartments ranging between studio to two-bedroom, with two apartment units designated as ADA/handicap accessible; 28,655 sq. ft.; $9 million (Sturgis, MI)

**Woodspring Suites**
Four-story, wood-framed extended stay hotel featuring 126 rooms, lobby and meeting space and fitness room; ADA-compliant; 45,000 sq. ft.; $5 million (Multiple Locations, US)

# City of Birmingham Senior/Recreation Center — Criteria 2: Proposed Project Team

## Whitney Kutcher — Pre-Bond Support

### Project Role

With more than a decade of experience in sales, customer service, business development and marketing, Whitney supports Rockford's strategic growth in Southeast Michigan. Whitney's expertise in relationship cultivation and client engagement allows her to build and maintain strong, lasting partnerships with key stakeholders, including developers, contractors and local decision-makers. Her ability to foster trust and collaboration at every stage of the development process enhances Rockford's reputation as a reliable partner, ultimately helping clients achieve their desired outcomes in even the most complex and ambitious construction projects.

### EDUCATION & TRAINING

- B.A., Journalism, Michigan State University
- B.F.A., Theatre, Michigan State University

### PROFESSIONAL ASSOC.

- Member, CREW Detroit

### Relevant Experience

**Birmingham Public Schools**
This bond consists of architectural renovations and additions to 11 buildings. These buildings include eight elementary schools, two middle schools and the high school. At the high school, renovations will focus on the Annex, Midvale Center and a significant amount of athletic improvements, including pool upgrades at Derby and Berkshire Middle School and Covington School; $32 million (Birmingham, MI)

**Oak Park Schools**
Phased implementation of the 2021 Bond includes a new Athletic Training Center as well as infrastructure upgrades at the High School, Prep Academy, NOVA Freshman Institute and three elementary schools; $40 million (Oak Park, MI)

**2529 Orleans**
Renovation of the historic 63,400 sq. ft. former Detroit Brewing Co building. Originally built in 1868, the building features structural wood columns and three-foot thick masonry walls. The reimagined space will include a 10,000 sq. ft. broadcast studio, a one of a kind, 8,000 sq. ft. basement night club, a 3,500 sq. ft. event space with bar, and a 8,000 sq. ft. second floor Mediterranean restaurant and patio. The remaining 33,900 sq. ft. serves as office space (Detroit, MI)

**Macomb County Boathouse**
To be completed in three phases, the existing facility on Lake St. Clair was demolished to make way for the new facility. The new facility will feature a new seawall, five covered boat wells, a garage with a ICC500 storm shelter, a fueling station, docks and new administration office space including conference rooms, kitchen, restrooms, offices, common spaces, locker rooms and other associated areas; 12,516 sq. ft.; $8.4 million (Harrison Township, MI)

**Detroit Public Schools Community District — PRMX Academy**
Demolition of the existing facility and ground up construction of a new replacement facility featuring a great hall, indoor gym with stage, kitchen, cafeteria with high ceilings and a learning stair, quotes and photos of historical figures around the school, outdoor playground and basketball court, art room, small group rooms and classrooms for lower elementary, upper elementary and middle school students; 71,445 sq. ft. (Detroit, MI)

## McKenna Bland — Pre-Bond Support

### Project Role

McKenna is a member of Rockford's Marketing team, supporting business relations and market leaders through curated content and graphic design. Specializing in pre-bond and bond programming support, she works closely with clients and the community to build bond support through strong relationships, strategic marketing efforts and more.

### EDUCATION & TRAINING

- B.A. Communications, Hope College

### PROFESSIONAL ASSOC.

- Mentor, ACE Mentor Program of Western Michigan

### Relevant Experience

- Allegan Public Schools Bond
- Belding Area Schools Bond
- Blissfield Public Schools Bond
- Bloomingdale Public Schools Bond
- Cadillac Area Public Schools Bond
- Coldwater Community Schools Bond
- Constantine Public Schools Bond
- Edwardsburg Public Schools Bond
- Forest Hills Public Schools Bond
- Gobles Public Schools Bond
- Hemlock Public Schools Bond
- Lowell Area Schools Bond
- Martin Public Schools Bond
- Mattawan Consolidated Schools Bond
- Mendon Community Schools Bond
- Montague Area Public Schools Bond
- Newaygo Public Schools Bond
- North Muskegon Public Schools Bond
- Okemos Public Schools Bond
- Paw Paw Public Schools Bond
- Petoskey Public Schools Bond
- Ravenna Public Schools Bond
- Saranac Community Schools Bond
- Swan Valley School District Bond
- Waverly Community Schools Bond
- Wayland Union Schools Bond

# City of Birmingham Senior/Recreation Center — Criteria 3: Construction Management Work Plan

## Construction Progress & Trade Procurement

At Rockford, we understand that each project is unique with its own challenges and opportunities, which is why we don't offer a one-size-fits-all approach. Rockford's project approach is all about achieving quality, exceeding expectations through communication, and being proactive through all phases of construction.

### PRECONSTRUCTION

Rockford brings preconstruction expertise to construction projects that can affect your bottom line. Our preconstruction team is comprised of professionals who have built careers on understanding and anticipating pricing trends, product availability, cost-effective alternatives and product quality.

The preconstruction phase is the most important as proper planning and accurate information will be critical for the success of everything that follows. Rockford's preconstruction team will work with the City of Birmingham, Neumann/Smith, Next and Kramer Management Group throughout the design phase — engaging during this time will provide the greatest opportunity to have a positive impact on schedule and cost. Waiting too far into the design phase to begin developing budgets can cause unnecessary rework, potential schedule delays and risk of increased costs.

During the design phase, issues of first costs, procurement, operational expenses, verification of constructability and maintenance will all be addressed. Our preconstruction team will provide current, reliable cost data, including ROI calculations that will support sound decision making. Additionally, we will provide value management solutions that meet your performance goals while minimizing first and long-term costs. Rockford will also work closely with your team and Neumann/Smith to review the design and documents for constructability and schedule adherence, searching for opportunities to add value and reduce costs.

### CONSTRUCTION

As construction begins, Rockford will remain your trusted partner throughout your project. Our team will continue to serve as your "eyes and ears" with boots on the ground as your new construction project takes shape. From ensuring site safety to coordinating material deliveries and schedules, there are many elements that contribute to a successful result:

**Project Kick-Off** — Before any shovels hit the ground, Rockford will meet with you, Neumann/Smith, Kramer Management Group and other key groups to review schedule, budget, expectations for quality as well as roles and responsibilities as construction takes place. Establishing a common understanding of project expectations leads to a smooth process. At this time, we will also establish a cadence for regular Owner, Architect and Construction Manager (OACM) meetings that will take place throughout your project.

**Safety —** Nothing is more important to Rockford than the safety of anyone working onsite as well as any neighboring businesses or residents. Our Safety team will develop a custom safety plan as well as a Trade Contractor Safety Handbook that is issued and reviewed with all trades prior to starting work on a jobsite. Our safety program and protocol is reviewed on a weekly basis to ensure adherence to safety requirements and safety check-ins are also performed multiple times a day.

**Schedule Management —** We strongly believe in one master schedule for the entire project that incorporates input from your leadership and stakeholders, the design team, our team, trade contractors and, when feasible, material suppliers. We will build on this master schedule throughout construction, refining as needed and incorporating additional activities necessary to complete construction. If the schedule gets off-track at any point during the construction process, changes to the sequencing, crew size, or work hours will be incorporated into the schedule to meet the project's scheduling requirements.

**Quality Control —** Attention to quality through a proven program is one of the most important aspects of construction, with poor craftsmanship affecting your daily operations, which in the end, impacts your bottom line. As construction takes place, we are documenting and validating the project specifications as construction takes place.

**Project Phasing —** Phasing a commercial construction project offers significant benefits for your project by allowing different portions of a project to be completed in a sequential manner, enabling areas to remain functional while work is being done in other sections. This approach can increase project efficiency by reducing downtime, allowing critical spaces to be occupied sooner, and giving teams the flexibility to address challenges without delaying the entire project.

**Project Closeout —** At Rockford, the vision and high standard set by our clients is the driving force behind everything we do. We know that delivering a final product that exceeds these expectations and allows for a seamless turnover begins on day one with our commitment to finding innovative and efficient solutions to resolve all issues and concerns throughout the life cycle of a project. We view this as an opportunity to work closely with you to ensure all repairs, maintenance and warranties are completed, clearly communicated and documented. We also implement and maintain a punch list for each trade throughout the construction process and ensure the successful completion of any outstanding items.

### EARLY TRADE INVOLVEMENT & DESIGN-ASSIST

Engaging trade contractors early in preconstruction as design-assist partners can enhance efficiency, cost control and constructability. Their specialized knowledge in mechanical, electrical, plumbing and structural systems can help refine design, optimize materials and improve sequencing. This collaboration may also reduce change orders and delays by identifying conflicts before construction begins.

Early trade involvement can provide insights into labor productivity, prefabrication and procurement, helping to streamline schedules and mitigate supply chain risks. While not required, this approach could support sustainability goals and improve cost predictability, schedule efficiency and long-term value for the owner.

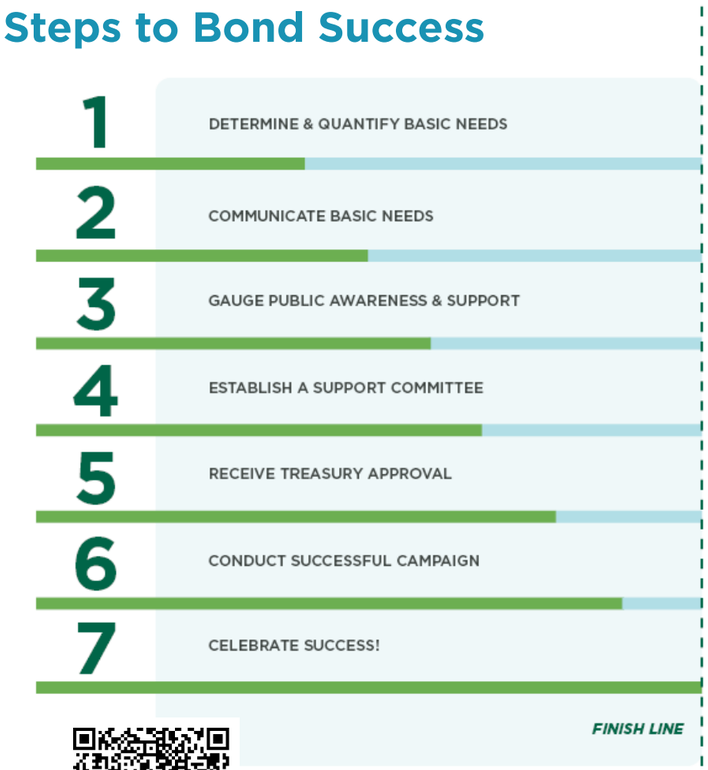
## Bond Vote Support

Rockford's team will be a strong partner in the development and implementation of a successful bond campaign. Our team has countless experience supporting bond efforts for both education and community projects. As such, we have developed tools and strategies that result in a "YES" vote, including a thoughtful and thorough communication plan.

Our team will be involved from day one working closely alongside Neumann/Smith, completing facilities assessments, supporting our estimates with clear documentation, listening carefully to community feedback and working diligently to ensure that proposed solutions are appropriate for the City of Birmingham and Next.

From the initial phase of determining and quantifying basic needs to the final step of celebrating success, each stage is strategically designed to ensure clarity, transparency and robust community engagement. By following this structured framework, our clients can navigate the complexities of a bond election with confidence, knowing they have Rockford as a trusted partner.

## 7 Steps to Bond Success




*Learn more about Rockford's Pre-bond/Bond experience by scanning the QR code*

**$150 MILLION**

**in senior living construction**

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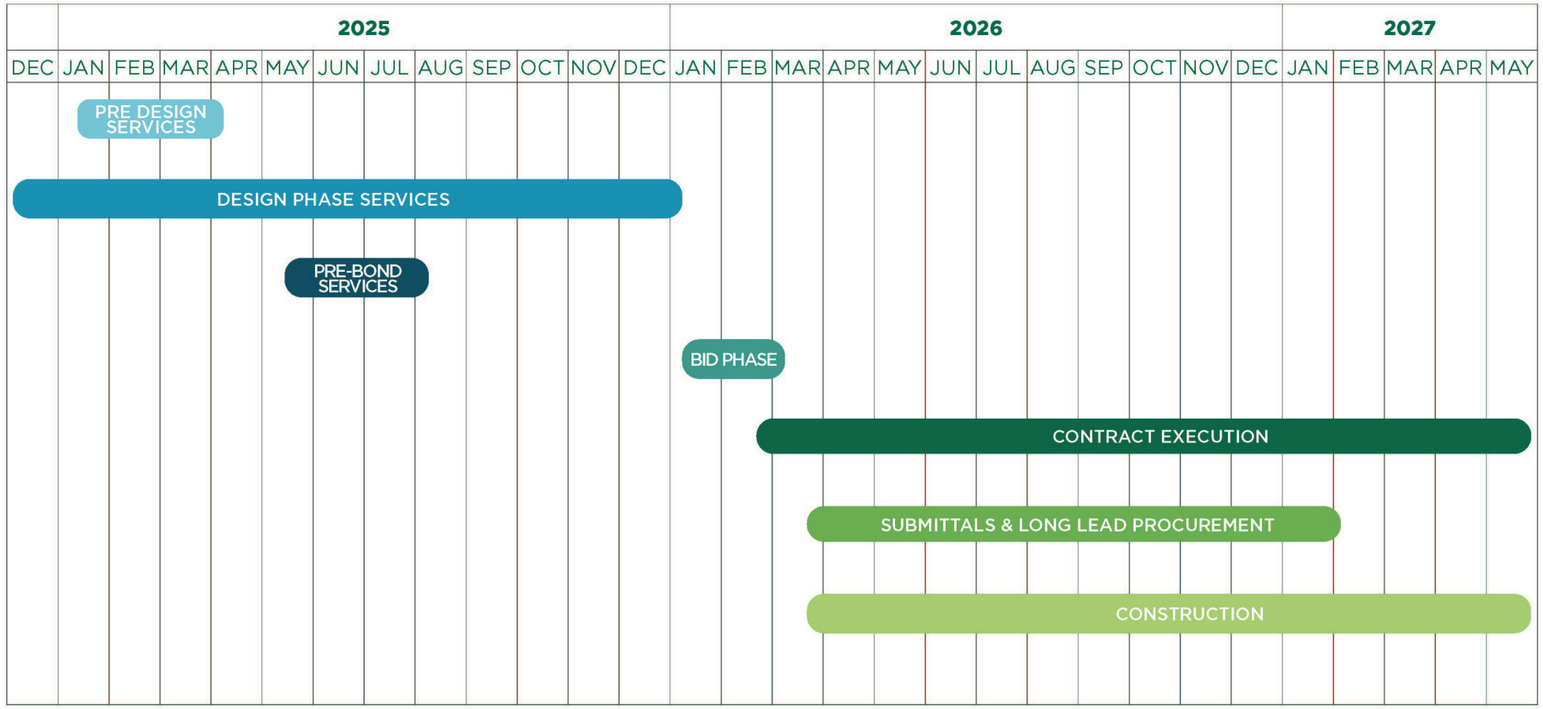
# City of Birmingham Senior/Recreation Center — Criteria 3: Construction Management Work Plan

## Milestone Schedule




## Supply Chain

In the current market, challenges exist including materials shortages and supply chain constraints. Our team has processes and strategies in place to help overcome these challenges, in part by suggesting alternate methods and materials to enhance schedule viability or reduce lead times for materials, while maintaining quality within budget.

As one of the largest contractors in Michigan and one of the top 200 in the nation, our size and purchasing volume has allowed us to develop a non-exclusive procurement program that leverages our $450+ million annual project volume to achieve cost savings on equipment, materials and services for our clients. Rockford's in-house procurement agent works with local, state and regional trade contractors to identify highly qualified vendors and secure the best up-front prices based on volume purchasing. Our agent also has the ability to negotiate shipping, handling and storage when necessary

Current construction market conditions look to continue to reflect rising costs. We will continue to see headwinds in terms of supply chain issues, commercial market demand and inflation. Despite these challenges, projects can be managed appropriately in order to offset or reduce impacts to the project.

## Trade Contractor Interest

Our team specializes in competitive bids and the commitment to being thorough and complete in our processes. We believe the strength of our Outreach Program can be found in our continual efforts to attract and support quality, local participation throughout the duration of the project. Our construction efforts typically involve a process of garnering, qualifying and accepting bids from local companies and then guiding and supporting these companies to ensure a safe, efficient and high-quality construction effort. Furthermore, having worked in Birmingham Public Schools for five years, we have developed relationships with trusted local partners who we can call on for support. Our preconstruction team has developed a number of strategies and tools that support local participation, qualified and reliable bids, quality construction and in-time and on-budget delivery.

### MAXIMIZING OPPORTUNITIES & PARTICIPATION

Our bid practice and method is guided by a code of ethics and standardizes the competitive bid process. The best and fair value to the project should be obtained by fair and transparent bidding practices. Rockford's bid process will elevate these key items as well as promote fair dealing, avoid unnecessary confusion and result in better quality construction at the most reasonable cost.

### STRATEGIC BID ADVERTISING

Rockford's team will create and implement an outreach plan that communicates bid opportunities via advertising, pre-bid meetings and direct communications with potential bidders. That effort can include public informational sessions to increase interest and awareness of the bid opportunity, improving understanding of the bid requirements and the project.

## Lean Principles

To implement Lean principles on the City of Birmingham Senior/Recreation Center project, our team will focus on collaboration, efficiency and precision across planning, design and construction phases. We will use proven Lean methodologies and innovative tools to ensure schedule adherence, budget certainty and effective trade coordination.

During planning, we will apply **Pull Planning** and **Last Planner Systems** to develop detailed project road maps and align trade workflows. Weekly coordination meetings and three-to-four-week look-ahead schedules will ensure seamless collaboration. Lean principles like **5S** (Sort, Straighten, Shine, Standardize and Sustain) will improve organization onsite and in the office.

In design, early collaboration and regular reviews will reduce waste, optimize constructability and enhance schedule predictability. Alternative methods will be considered to streamline construction.

During construction, **just-in-time delivery** will minimize clutter and improve site safety. **Kanban boards** will track productivity and identify bottlenecks in real-time. Procore project management software will centralize tracking of RFIs, schedules and communications for maximum efficiency.

By applying these Lean principles, we will deliver the project with precision, optimizing value and minimizing waste.

## Cost Information

Cost control begins with accurate cost estimates and a good understanding of project expectations. Since it is our responsibility to ensure all costs meet your expectations from preconstruction through final closeout, we follow a strict process for managing costs. We are committed to working with the City of Birmingham, Next, Neumann/Smith and Kramer Management Group to understand your vision for the space and provide solutions that are obtainable while also remaining within budget. We intend to be good stewards of your construction dollar and think our value in the preconstruction and value engineering process is second to none. Our ability to think like an owner and a construction manager will ensure that not only your basic needs are met, but your wish list gets checked off as well.

Rockford's dedicated preconstruction team will closely review the design as drawings need to account for every scope and program requirement. Accuracy in drawings and good scopes of work will allow for accurate bids and accurate budgets, which will then minimize change orders. We are also diligent in our post-bid interviews to ensure subcontractors follow the intent of the design and minimize change orders.

**Rockford will help keep the project in line with the established budget by:**

- Identifying closed specification items and suggesting open, competitive bidding
- Providing alternate materials, means and methods to help reduce costs, but always in keeping with design/program intent
- Review budget and cost control on a weekly basis with you to ensure full financial transparency

# ATTACHMENT C:
# Fee Proposal

Proposals must be received no later than: **Thursday, February 6, 2025 at 10:00am EST. Respondents must use this page as "Criteria 4: Financial Proposal" in their RFP response.**

Respondents must complete the Fee Proposal Worksheet, Fee Proposal Labor Rate Schedule and GC Reimbursable Costs on the following pages and include PDF with submission.

The undersigned Bidder states that this proposal is made in conformity with the RFP and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the RFP, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

| | |
|---|---|
| Company Name: | Rockford Construction |
| Signature: | |
| Name: | Shane Napper |
| Title: | President & CEO |
| Date: | 2/5/25 |

**ATTACHMENT D:**
**Birmingham Senior/Recreation Center Construction Management Services Agreement**

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BUILDING A BETTER WAY

# ConsensusDocs 500
# STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

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**CONTENT SECURE ID: 1D12E971-D9C1**

# ConsensusDocs 500

# STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

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## ARTICLE 1 AGREEMENT

This Agreement is made this [_____] day of [_____] in the year [_____], by and between the

OWNER, City of Birmingham

and the

CONSTRUCTION MANAGER, [_____]

for construction and services in connection with the following

PROJECT Senior/Recreation/Community Center

Design Professional is Neumann Smith.

## ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.



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**CONTENT SECURE ID: 1D12E971-D9C1**

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached attachments are a part of this Agreement:
RFP issued January 15, 2025
Attachment A: Reference Materials.
Attachment B: Construction Management Services.
Attachment C: Fee Proposal
Attachment E: Proposed Timeline

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.



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2.5.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 "Date of Commencement" is as set forth in §6.1.

2.5.9 "Day" means a calendar day.

2.5.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 "Final Completion" occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 "Guaranteed Maximum Price" is the not-to-exceed Contract Sum amount that is guaranteed by the Construction Manager, subject to additions and deductions and other provisions of the Contract Documents expressly stating an obligation of the Owner to pay the Construction Manager under the circumstances defined in such provisions. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

2.5.14 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.15 "Interim Directive" is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.16 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.17 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.18 "Overhead" means (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.19 "Owner" is the person or entity identified in ARTICLE 1.

2.5.20 The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.



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2.5.21 The "Parties" are collectively Owner and Construction Manager.

2.5.22 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.23 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.24 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.25 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.26 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.27 A "Supplier" is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.28 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.29 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.30 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

### 3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.



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3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is [_____]. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRE-BOND SERVICES The Pre-Bond Services under this section are included in Construction Manager's work.

3.3.1 CONCEPTUAL DESIGN Attend test fit and conceptual design meetings to gain familiarity with the project. Construction Manager's representatives should be able to advise the owner and designer on cost, constructability, phasing and other construction related items.

3.3.2 SCHEMATIC DESIGN ESTIMATE Provide a Schematic Design Estimate and anticipated project schedule prior to seeking approval from the City Commission.

3.3.3 BOND SUPPORT Work with City and Architect in public campaign to educate about project including attending informational meetings.

3.4 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.



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3.4.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.4.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.4.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.4.4 ESTIMATES

3.4.4.1 When schematic design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.4.4.2 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.4.4.3 When construction documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.4.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.



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3.4.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.4.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

3.4.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

3.4.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.4.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

3.4.10 CONSULTANTS Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.4.11 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.4.12 OTHER PRECONSTRUCTION SERVICES Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.5 GUARANTEED MAXIMUM PRICE (GMP)

3.5.1 At such time as the Parties agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement. The Guaranteed Maximum Price shall be the sum of the following amounts:

3.5.1.1 Cost of the Work, based on amounts of subcontracts and purchase orders approved by the Owner under Article 5; amounts for Self-Performed Work, if any, approved by the Owner under 5.2.4, and other Costs of the Work as defined in Article 8;



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3.5.1.2 The Guaranteed Maximum Among of personnel costs, based on Hourly Billing Rates set forth in Exhibit X hereto necessarily incurred by the Construction Manager in the performance of the Contract, not to exceed the maximum amount for personnel cost of ($ .00) Dollars;
3.5.1.3 Guaranteed Maximum General Conditions Cost in the amount of ($ .00) Dollars, based on the approved schedule and the line item breakdown of such Guaranteed Maximum General Conditions Cost set forth in Exhibit X;
3.5.1.4 Construction Manager's Fee, calculated by multiplying the sum of the amounts under Subpart 3.4.1.1 through 3.4.1.3 above by ( %);
3.5.1.5 GMP Contingency (as defined in Section 7.6 hereof) in the amount of ($ .00) Dollars; plus
3.5.1.6 Allowance amount for cost incurred by the Construction Manager for permits, insurance, and bonds required to be provided by the Construction Manager under the Contract Documents.

3.5.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.5.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.5.2.2 a list of allowances and a statement of their basis;

3.5.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.5.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.5.2.5 a schedule of applicable alternate prices;

3.5.2.6 a schedule of applicable unit prices;

3.5.2.7 a statement of any work to be self-performed by Construction Manager.

3.5.3 Construction Manager shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.5.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.5.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality



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of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.5.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.5.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.5.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.5.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.5.8.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.5.8.3 terminate the Agreement for convenience in accordance with §12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.5.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.6 WORKMANSHIP

3.6.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.7 COOPERATION WITH WORK OF OWNER AND OTHERS

3.7.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.7.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of

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construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.7.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.7.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.8 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.8.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.8.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

3.8.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.8.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.8.5 Nothing in §3.7 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.8.6 COST REPORTING Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions,



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drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.8.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.9 MATERIALS FURNISHED BY OWNER OR OTHERS

3.9.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.10 TESTS AND INSPECTIONS

3.10.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.10.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.10.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

3.11 WARRANTY

3.11.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse.

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Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.11.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.11.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.12 CORRECTION OF WORK WITHIN TWO YEARS

3.12.1 If before Substantial Completion or within two years after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing. Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.12.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.12.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.12.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by



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itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.12.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.12.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.12.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.13 CORRECTION OF COVERED WORK

3.13.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.

3.13.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.14 SAFETY OF PERSONS AND PROPERTY

3.14.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.14.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.14.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

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Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.14.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.15 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.16 HAZARDOUS MATERIALS

3.16.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.16.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.16.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.16.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.16.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.16.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

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3.16.7 MATERIALS BROUGHT TO THE WORKSITE

3.16.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.16.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.16.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

3.16.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.17 SUBMITTALS

3.17.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.17.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.



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3.17.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.17.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.17.5 Construction Manager shall prepare and submit to Owner

X Final marked-up as-built drawings;
X Updated electronic data, in accordance with §4.6.1;
[_____] Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.18 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.19 WORKSITE CONDITIONS

3.19.1 WORKSITE VISIT Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.19.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.20 PERMITS AND TAXES

3.20.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall



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provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.20.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

3.20.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.21 CUTTING, FITTING, AND PATCHING

3.21.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.21.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.22 CLEAN UP

3.22.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.22.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.23 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

3.24 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.24.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.25 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors,

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Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Construction Manager the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at



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a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Brian Deming, Kramer Management Group. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

## ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.



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5.2.3 Except for trade categories where the Owner assigned to the Construction Manager the preferred Subcontractors, supervision and other incidental Work performed by the Construction Manager's personnel as part of the General Condition Costs and except as approved by the Owner in advance in writing with respect to the Design-Assist Subcontractors and Section 5.2.4 hereof with respect to Self-Performed Work, all construction Work for the Project shall be performed by subcontractors and suppliers under subcontracts, purchase orders or other appropriate agreements with the Construction Manager, and neither the Construction Manager nor any affiliate of the Construction Manager shall perform any trade contractor Work with its own forces without the prior written approval of the Owner in accordance with Section 5.2.4. All Work (except such supervision and incidental Work included in the General Conditions Costs) shall be competitive bid on an "open book" basis with full transparency to the Owner and Owner's Representative. The Construction Manager shall consult with the Owner's Representative regarding the bidding and buy-out process in advance and shall permit the Owner's Representative to participate in such process as may be requested by the Owner's Representative.

5.2.3.1 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and except for the design-assist Subcontracts approved by the Owner in advance in writing, shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager.

5.2.4 If the Construction Manager desires to perform trade contractor work for the Project with its own forces or those of an affiliate of the Construction Manager ("Self-Performed Work"), the Construction Manager shall notify the Owner in advance of the scheduled date for Construction Manager bidding of such desired Self-Performed Work. For each portion of the Self-Performed Work, the following shall apply: Within fourteen (14) days after issuance of the Construction Documents for such portion of the Self-Performed Work, the Construction Manager shall submit to the Owner's Representative a not-to-exceed price for the Cost of the Work for such portion of the Self-Performed Work, which shall include the actual cost to the Construction Manager plus mark-up of eight (8%) percent for overhead and profit. The Construction Manager's proposed price may include trade contractor general requirements costs required for the performance of the desired Self-Performed Work. However, since all Subcontracts must exclude the Construction Manager's General Conditions Costs, the Construction Manager's proposed price for the desired Self-Performed Work shall also exclude such General Conditions Costs. The Labor Rates shall only apply for Self-Performed Work, which Labor Rates shall exclude overhead and profit, and shall be subject to audit by the Owner's Representative and accountants. The Owner's Representative shall have the right to determine, in its sole discretion, whether the proposed not-to-exceed price for the portion of the Self-Performed Work is acceptable. If the Owner's Representative accepts the proposed not-to-exceed price, such not-to-exceed price for the portion of the Self-Performed Work shall be included as a Cost of the Work as defined under Article 8. If the Owner's Representative does not accept the proposed not-to-exceed price for the portion of the Self-Performed Work, the Owner's Representative shall have the right to require the Construction Manager to solicit qualified contractor bids for such portion of the Self-Performed Work, and the Construction Manager shall be permitted to submit a bid for such work to the Owner's Representative in advance of the other solicited bidders or provide for public opening of bids to ensure open competition. In such event, the contract for such portion of the Self-Performed Work will be awarded to the bidder selected by the Owner's Representative. Subject to the provisions of this Section 5.2.4 regarding the determination of the price for Self-Performed Work, the provisions of the Contract Documents applicable to Subcontractors shall apply to all Self-Performed Work performed by the Construction Manager under this Section 5.2.4.

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5.2.5 The Owner and Construction Manager shall mutually determine, on a case-by-case basis, which subcontractors will be required to provide payment and performance bonds, and no standard requirement will be applied requiring all subcontracts over a threshold dollar amount to be bonded. The Owner and Construction Manager shall each make such determination in good faith based on commercially reasonable standards and evaluation of the relevant risk and bonding costs related to the specific subcontract and other Project objectives of the Owner. If the Construction Manager recommends that a subcontractor be bonded and the Owner does not agree, the Owner and Construction Manager shall implement mutually agreeable measures to minimize the likelihood of, and adverse effects resulting from, a potential default of such subcontractor, with the goal of avoiding unreasonable risk to the Construction Manager and avoiding unreasonable additional cost to the Owner. If the Owner and Construction Manager mutually agree, subcontractor default insurance shall be provided in lieu of subcontractor bonds, in which event, the Construction Manager's cost for the such insurance coverage shall be included in the Guaranteed Maximum Price under a separate line item and the Construction Manager's Fee shall not be applied to such cost.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §12.4 or §12.5; (b) Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing; and (c) Owner assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

## ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: [_____].

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.



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6.1.3 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If



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Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: [_____].

6.6.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

## ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8;

7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4; and

7.1.3 The cost of permits, insurance, and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the GMP

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4: [_____].

7.4 FEE ADJUSTMENTS:



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7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: [_____].

7.4.2 except as provided for in §6.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PREBOND SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Lump Sum.

7.5.1 Initial Contract to be set at Pre-Bond Services value. After successful Public Bond vote the balance of Contract to be set as Change Order in terms and value submitted with initial RFP response

7.6 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Lump Sum.

7.7 GMP CONTINGENCY INCLUDED IN THE GUARANTEED MAXIMUM PRICE

7.7.1 The Guaranteed Maximum Price shall include a GMP Contingency in the amount of _To Be Determined__ (__%) percent. The GMP Contingency is for the Construction Manager's exclusive use to cover unanticipated additional Costs of the Work and additional General Conditions Costs that are not the basis for a Change Order under the Contract, but which the Construction Manager incurs in connection with the bidding and construction of the Work. The GMP Contingency shall not be used for (i) costs resulting from the negligence of the Construction Manager, (ii) costs resulting from the failure of the Construction Manager to perform a specific task under the Contract, (iii) costs recoverable from subcontractors, subcontractor bonds or subcontractor default insurance, or (iv) payment of the deductible portion of insurance losses in excess of Ten Thousand ($10,000) Dollars. The GMP Contingency shall not be used to pay for Self-Performed Work or for additional costs incurred by the Construction Manager as a result of any Self-Performed Work, without the prior written consent of the Owner's Representative, which consent shall not be unreasonably withheld.

7.7.2 The GMP Contingency is not available to Owner for any reason, including changes in scope or any other item which would entitle Construction Manager to increase the Guaranteed Maximum Price under the Contract Documents. Construction Manager shall provide Owner's Representative notice of all anticipated charges against the GMP Contingency, and shall provide Owner, as part of the monthly status report required by the Contract Documents, an accounting of the GMP Contingency, including all reasonably foreseen uses or potential uses of the GMP Contingency in the upcoming three (3) months.

7.7.3 If the Construction Manager uses a portion of the GMP Contingency, a Change Order shall be issued to allocate such portion of the GMP Contingency, as applicable, to the appropriate trade work line item in the Schedule of Values.

7.7.4 When the Guaranteed Maximum Price is determined under Section 3.4 hereof, the Construction Manager's Fee shall not be applied to the GMP Contingency amount. At the time that a portion of the GMP Contingency is used (as described in, and subject to, Section 7.6.1 above), the Construction Manager's Fee shall be applied to the amount of the GMP Contingency that is being used.

## ARTICLE 8 COST OF THE WORK



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8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.3.

8.2 COST ITEMS

8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.

8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work pursuant to §8.2.1 and §8.2.2. Vacation, sick day, and holiday pay shall be included in the hourly billing rates, and Project shall not be invoiced for employees' vacation, sick day, or holiday hours.

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.6 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.10 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.



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8.2.11 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.12 Water, power, and fuel costs necessary for the Work.

8.2.13 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.14 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.15 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.

8.2.16 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

## ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager

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to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus [_____]% for Overhead and [_____]% for profit. Construction Manager's Overhead and profit shall be added to any net increase in GMP. No Overhead and profit shall be applied to any net decrease in the GMP that is less than $50,000. Overhead and profit shall be applied to any net decrease of the GMP that is $50,000 or more. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.



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9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

## ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the twenty fifth (25) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than thirty (30) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take the Cost of the Work incurred by the Construction Manager for construction work performed, determined by multiplying the percentage of completion of each portion of the Work by the share of the Cost of the Work allocated to such portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Article 9;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%);
3. Add the amount incurred by the Construction Manager for General Conditions Costs;



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4. Add the Construction Manager's Fee, computed upon the amounts in Subparts 1 through 3 above at the rate of ( _____ %) percent less retainage of ten (10%) percent;
5. Add the actual cost paid by the Construction Manager for permits, fees and bonds
6. Add for insurance calculated at a rate of ____%;
7. Subtract the aggregate of previous payments made by the Owner
8. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 10.2.3 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
9. Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 10.3.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL CONDITIONAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Construction Manager and each Subcontractor whose subcontract exceeds five thousand ($5,000.00) Dollars shall provide partial conditional lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work with each payment application. Such waivers shall be conditional upon payment. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain ten percent (10%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 after the Work is fifty percent (50%) complete, Owner may agree to withhold no additional retainage and may pay Construction Manager the full amount due on account of subsequent progress payments;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;



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10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.



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10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

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10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

## ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone



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for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Employers' Liability Insurance
(a) $1,000,000 bodily injury by accident per accident.
(b) $1,000,000 bodily injury by disease policy limit.
(c) $1,000,000 bodily injury by disease per employee.

11.2.1.2 Business Automobile Liability Insurance $1,000,000 per accident.

11.2.1.3 Commercial General Liability Insurance
(a) $5,000,000 per occurrence.
(b) $20,000,000 general aggregate.
(c) $[_____] products/completed operations aggregate.
(d) $[_____] personal and advertising injury limit.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is



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located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Construction Manager's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this



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insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Construction Manager, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1 Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.6 POLLUTION LIABILITY INSURANCE Construction Manager ☐ is/ ☐ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.6.1 If applicable: in the following amounts: 1,000,000 per occurrence, and shall apply for two year(s) after Final Completion. The policy shall cover Construction Manager's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☒ shall/ ☐ shall not require Construction Manager to purchase and maintain additional liability coverage. If required, Construction Manager shall provide:

11.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella



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liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.4.2 ☒ OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds ☒ are/ ☐ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

11.6 PROFESSIONAL LIABILITY INSURANCE To the extent Construction Manager is required to procure design services in accordance with §3.17, Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Owner, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than two million dollars ($2,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance *shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by* the Construction Manager's design professional for this Project. Coverage shall be continued in effect for two (2) year(s) following Substantial Completion. Construction Manager's design professional shall pay the self-insured retention and deductible.

## ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE



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12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner or Others performing work under §12.3 shall also have the right to use construction tools and equipment belonging to the Construction Manager or its subcontractors and located on the Worksite for the purpose of completing the remaining Work but



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only after Construction Manager's written consent which shall not be unreasonably withheld. If Owner uses Construction Manager's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Construction Manager and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Construction Manager's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; or (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: zero.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

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12.5.1 Seven (7) Days after Owner's receipt of written notice from Construction Manager, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.



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13.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in this section, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §13.5. The Parties agree that the dispute mitigation procedure shall be:

☐ Project Neutral ("Neutral")
☒ Dispute Review Board (DRB).

13.3.1 MITIGATION PROCEDURES As soon as practicable after the execution of this Agreement, the Neutral or DRB shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of responsibilities, including requirements for nonbinding findings. Costs and expenses of the Neutral or DRB shall be shared equally by the Parties. A Neutral or DRB shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral or DRB to address matters in dispute between the Parties promptly and knowledgeably.

13.3.2 If the matter remains unresolved following the issuance of the nonbinding findings or such findings are not made within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §13.5.

13.3.3 If the Parties agree to use a DRB, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2. shall be governed by the specifications and agreement applicable to that DRB.

13.4 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☒ Arbitration using:

☒ the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;
☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
☐ the current arbitration rules of [_____] and administered by [_____].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the



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arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.6 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.7 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.8 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.9 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

## ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to



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**CONTENT SECURE ID: 1D12E971-D9C1**

exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.9 PREVAILING WAGE If Project is subject to local, state, and/or federal prevailing wage and fringe benefit requirements, including but not limited to MCL 408.1101 (as amended), the Inflation Reduction Act of 2022 (as amended), or other Owner-mandated wage requirements, Construction Manager shall comply with, and ensure that its subcontractors comply with, the contractual and reporting obligations. Construction Manager shall indemnify and hold the Owner harmless from any claim, damage, loss, or expense incurred by the Owner, including but not limited to reasonable attorneys' fees, in any way related to failure of the Construction Manager or its subcontractors to comply.

## ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISITING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

(a) Drawings: [_____]
(b) Specifications: [_____]
(c) Addenda: [_____]
(d) Owner Provided information: [_____]
(e) Other: [_____]

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.



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**CONTENT SECURE ID: 1D12E971-D9C1**

OWNER: [____]

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

CONSTRUCT MANAGER: Rockford Construction

BY: _____ NAME: Shane Napper TITLE: President & CEO

WITNESS: _____ NAME: Lisa Bouma TITLE: Project Accountant

2-4-2025

END OF DOCUMENT.

LISA BOUMA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF BARRY
My Commission Expires 10/17/2028
Acting in the County of Kent



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CONTENT SECURE ID: 1D12E971-D9C1

City of Birmingham -- Senior/Recreation Center
CM RFP Attachment C.1

# Financial Proposal Worksheet

**Rockford Construction**

| | | Proposed Cost |
|---|---|---|
| ***Guaranteed Maximum Pre Bond Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 27,480.79 |
| Sub-Total GMP PreBond Phase Labor | | $ 27,480.79* |

| | | |
|---|---|---|
| ***Guaranteed Maximum Preconstruction Phase Services*** | | |
| Preconstruction Phase CM Labor Services (from tab 2) | | $ 44,997.74 |
| Preconstruction Phase Reimbursable Expenses (from tab 3) | | 750.00 |
| Sub-Total GMP Precon Phase Labor | | $ 45,747.74 |

| | | |
|---|---|---|
| ***Guaranteed Maximum Construction Phase CM Labor and GC's*** | | |
| Construction Phase CM Labor Costs (from tab 2) | | $ 580,859.77 |
| Construction Phase CM General Conditions Costs (from tab 3) | | 113,550 |
| Sub-total GMP Construction Phase Labor | | $ 694,409.77 |
| **Total Pre-Construction and Construction Phase Labor/GC's** | | **$ 740,157.52** |

| | | |
|---|---|---|
| ***Proposed CM Fee*** | | |
| Construction Management Fee as % of the Cost of Work | % | 1.75% |
| ***Proposed CM Percentage-Based Expenses*** | | |
| Construction Management performance, labor and material bonds | % | 0.61% |
| Construction Management Insurances | % | 0.75% |
| Subcontractor Default Insurance | % | 1.00% |
| Builders Risk Policy (based on $24,000,000 & 15 month schedule). Includes a $10,000 preload for a deductible | $ | $ 38,134.00 |

*Rockford Construction is fully invested in the success of this project and the passage of the bond. To demonstrate our commitment, we are putting our pre-bond fees entirely at risk—**if the bond does not pass, we will not collect any payment for services rendered**. Our partnership with the City of Birmingham and Next is built on trust, collaboration, and shared purpose, and our team will work tirelessly alongside you to ensure a successful outcome on Election Day.

**PRE-BOND LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed |
|---|---|---|---|---|
| Tim Bryan | Project Exec. | $0.00 | 6 | in fee |
| 0 | Sr. Proj. Mgr. | $0.00 | 0 | $0 |
| Erich Watry | Proj. Mgr. 1 | $107.85 | 78 | $8,406 |
| Steve Smit | Pre-Con Mgr. | $128.16 | 8 | $1,025 |
| Gaetano Vitale | Estimator | $116.60 | 155 | $18,050 |
| 0 | Scheduler | $0.00 | 0 | $0 |
| | Add/Delete as needed | $0.00 | 0 | $0 |
| | **Subtotal PreBond Labor Costs** | | **247** | **$27,481** |

**PRE-CONSTRUCTION LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed |
|---|---|---|---|---|
| Tim Bryan | Project Exec. | $0.00 | 16 | in fee |
| 0 | Sr. Proj. Mgr. | $0.00 | 0 | $0 |
| Erich Watry | Proj. Mgr. 1 | $107.85 | 56 | $6,040 |
| Steve Smit | Pre-Con Mgr. | $128.16 | 6 | $832 |
| Gaetano Vitale | Estimator | $116.60 | 294 | $34,262 |
| 0 | Scheduler | $0.00 | 0 | $0 |
| Dave Royer | Project Superintendent | $96.60 | 40 | $3,864 |
| | **Subtotal Preconstruction Labor Costs** | | **412** | **$44,998** |

**CONSTRUCTION PHASE LABOR**

| Personnel/Name | Function | Hourly Rate | Proposed Hours | Total Proposed Cost |
|---|---|---|---|---|
| Tim Bryan | Project Exec. | $0.00 | 64 | in fee |
| Erich Watry | Sr. Proj. Mgr. | $107.85 | 904 | $97,511 |
| MaryAnn Mandel | Proj. Mgr. 1 | $82.85 | 735 | $60,915 |
| Domonic Adams | Project Engineer | $87.85 | 1903 | $167,179 |
| TBD | Accounting | $67.00 | 64 | $4,288 |
| | Scheduler | $0.00 | 0 | $0 |
| | Safety | $0.00 | 0 | $0 |
| Dave Royer | Project Superintendent | $96.60 | 2598 | $250,967 |
| | **Subtotal Construction Phase Labor Costs** | | **6268** | **$580,860** |

City of Birmingham - Senior / Recreation Center
CM RFP Attachment C.3

| CM General Conditions/Reimbursables | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| | | | | |
| **Preconstruction Phase** | | | | |
| Blueprinting | 1 | LS | $750 | $750 |
| item | | | | $0 |
| item | | | | $0 |
| Subtotal Preconstruction Phase GC/Reimbursables | | | | $750 |
| | | | | |

| Construction Phase | QTY. | UNIT | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| Office Trailer | 15 | MONS | $1,250 | $18,750 |
| Office Trailer - set up/removal | 1 | LSUM | $7,500 | $7,500 |
| Office Trailer-hook-up/disconnect utilities | 1 | LSUM | $2,500 | $2,500 |
| Office Trailer - Utilitiy Consumption | 15 | MONS | $480 | $7,200 |
| Temporary Toilets | 15 | MONS | $650 | $9,750 |
| Office Furniture | 15 | MONS | $115 | $1,725 |
| Office Equipment - Copy Machine, Screen | 15 | MONS | $250 | $3,750 |
| Technology - w/ staff rates | 15 | MONS | $0 | $0 |
| Office Supplies | 15 | MONS | $200 | $3,000 |
| Postage | 15 | MONS | $50 | $750 |
| Drinking Water | 15 | MONS | $175 | $2,625 |
| Vehicle - w/ staff rates | 15 | MONS | $0 | $0 |
| Procore Technology | 24000000 | % | 0.150% | $36,000 |
| Mobile Phones - w/ staff rates | 15 | MONS | $0 | $0 |
| Blueprinting | 1 | LSUM | $5,000 | $5,000 |
| Project Signage | 1 | LSUM | $5,000 | $5,000 |
| Safety / PPE | 1 | LSUM | $5,000 | $5,000 |
| Small Tools | 1 | LSUM | $2,500 | $2,500 |
| Fire Extinguishers | 10 | EA | $250 | $2,500 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| item | | | | $0 |
| Subtotal Construction Phase GC/Reimbursables | | | | **$113,550** |

Note: Any items not listed above will be included in trade contractor Bid Packs and is not included

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

Engineering Department

**DATE:** February 12, 2025

**TO:** Jana L. Ecker, City Manager

**FROM:** Melissa A. Coatta, City Engineer

**SUBJECT:** Capital Improvements Project – Willits Street from Chester/Maple to N. Old Woodward and Bates Street from Maple to Willits

---

INTRODUCTION:
Road construction is planned for Willits Street from Maple to N. Old Woodward and Bates Street from Maple to Willits this fiscal year. The Engineering Department is seeking approval of the design before finalizing construction plans.

BACKGROUND:
The Willits and Bates project is in the City's capital improvement program for the current 2024-2025 fiscal year. The project includes replacing the watermain on Bates Street from Maple to Willits and repaving the road. City staff reviewed the existing conditions and noticed the following locations for improvements on these streets:

- Intersection of Willits and Chester (Exhibit A): The existing configuration of the island makes it difficult for site distance when traveling east on Willits and south on Willits/Chester. The new island configuration improves sight distance and will also increase green space in the area.
- Intersection of Bates and Willits (Exhibit B): Added bump outs at the intersection will help pedestrians cross the intersection by reducing the time spent within the street.
- Bates Street (Exhibit C): North of Maple Road, this street has 2 lanes with parking on both sides of the street. When traveling north to Willits, it changes to three lanes with one southbound lane and two lanes northbound: one left-hand turn and one right-hand turn. In reviewing the traffic information, the left turn lane is seldom used which could lead to converting Bates between Maple and Willits to 2 lanes. It is recommended that a 15 minute parking space be added on the east side of the road when converting this road to 2 lanes.
- Southeast intersection of Willits/Chester (Exhibit D): Potential to add a bumpout at the southeast corner of this intersection where the existing pavement marking area is. This is dependent on reviewing truck turning movements during design.

On December 4, 2024 (Agenda – Minutes), the MMTB reviewed the proposed designs and voted unanimously to recommend the improvements to the City Commission.

LEGAL REVIEW:
The City Attorney has reviewed the proposed Commission action and has no objection.

FISCAL IMPACT:
The proposed enhancement for Willits Street from Chester/Maple to N. Old Woodward and Bates Street from Maple to Willits have been anticipated in the Capital Improvements Fund and budgeted for in the FY 2024-2025 budget under the Willits and Bates Project.

SUSTAINABILITY:
Removing some of the existing road pavement and converting it to a green island will decrease storm runoff entering the City's system.

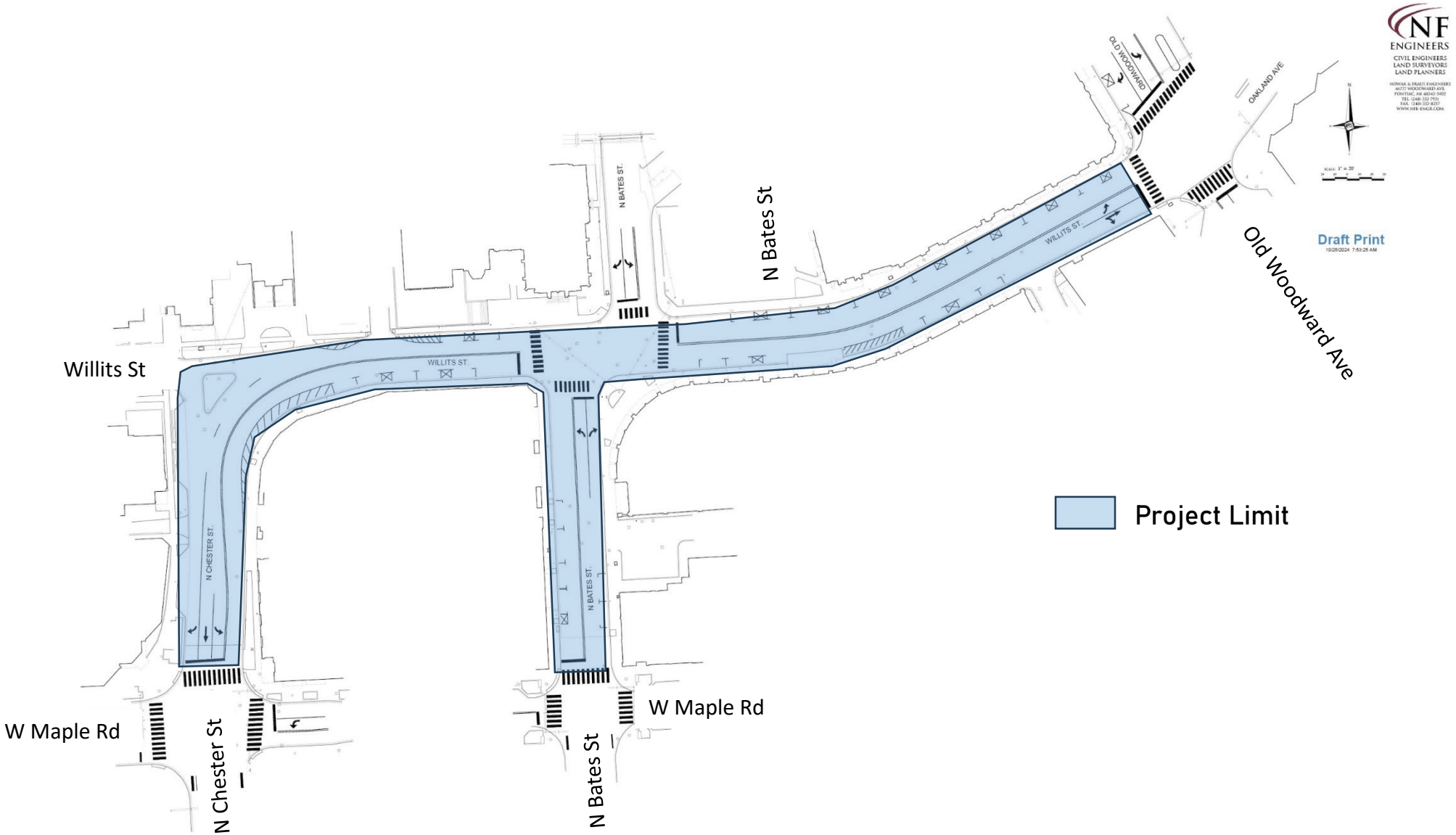
DESIGN CONSIDERATIONS:
ADA design standards will be followed on this project.

PUBLIC COMMUNICATIONS:
The proposed concept designs were posted as agenda items for discussion during the December 4, 2024, Multi-Modal Transportation Board meeting. No additional communications are required for this agenda item.

SUMMARY:
The Engineering Department requests that the City Commission consider the proposed design for the Willits and Bates Project with a new island configuration at the Willits and Chester intersection, the addition of bump outs at the north and west intersection of Willits and Bates for pedestrian enhancement, converting Bates from Maple to Willits to 2 lanes, and add a bump out at the southeast corner of Willits and Chester intersection if the proposed truck turning radius movement allows adding a bump out the south radius movements allow.

ATTACHMENTS:
- Existing Conditions
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the proposed design for the Willits and Bates Project by removing the current island as indicated in Exhibit A, include pedestrian enhancement on Willits Street between N. Old Woodward and Maple as indicated in Exhibit B, convert Bates from Maple to Willits to 2 lanes as indicated in Exhibit C, and if truck turning radius movements allow add a bump out at the southeast corner of Willits and Chester intersection as indicated in Exhibit D.




Existing Conditions

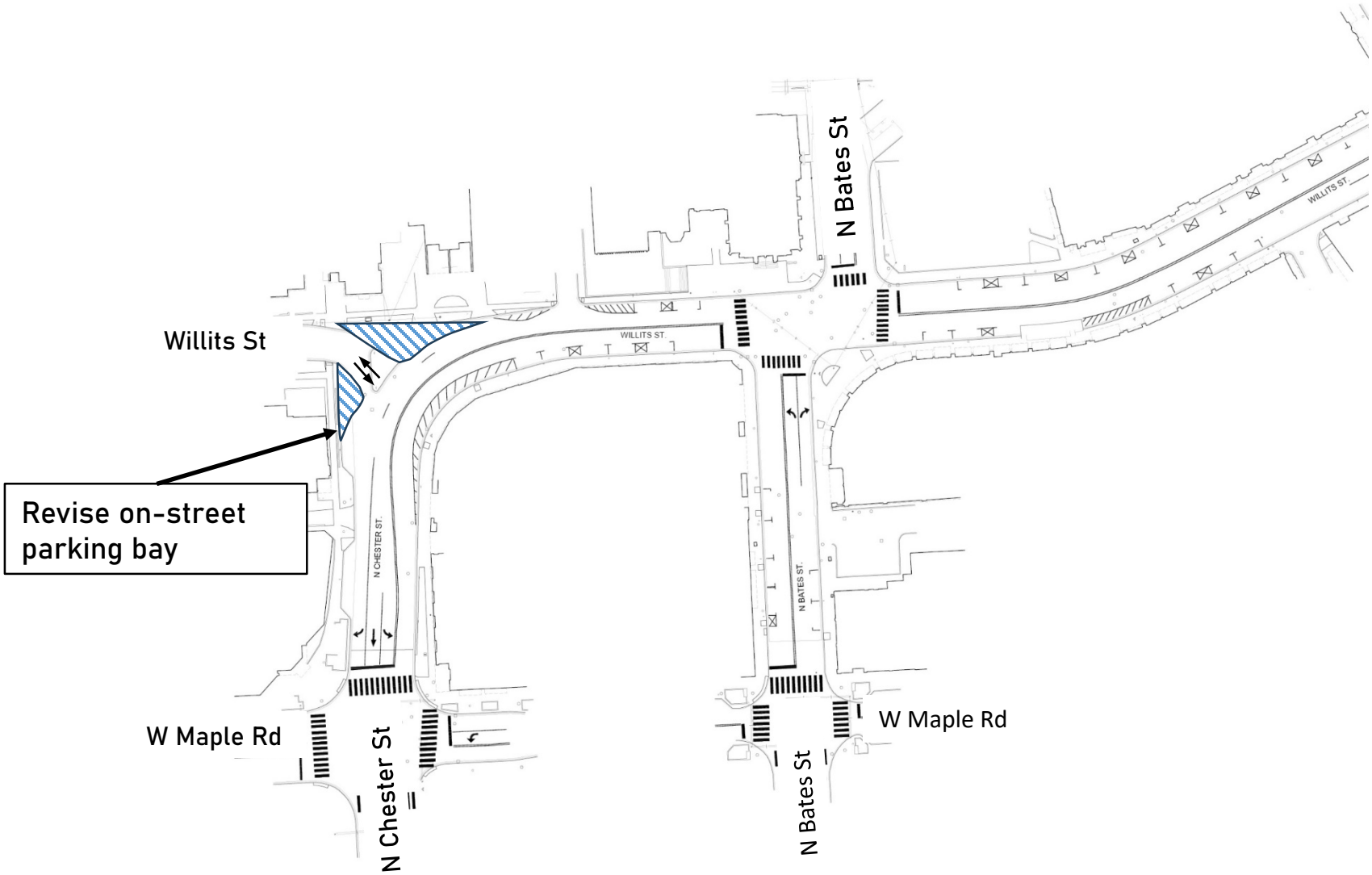



Exhibit A – Redesign island at Willits and Chester Intersection

Bumpouts – Conflicts with eastbound and westbound left turns

Bumpouts would ease pedestrian crossings but would add conflicts between through and left turn traffic

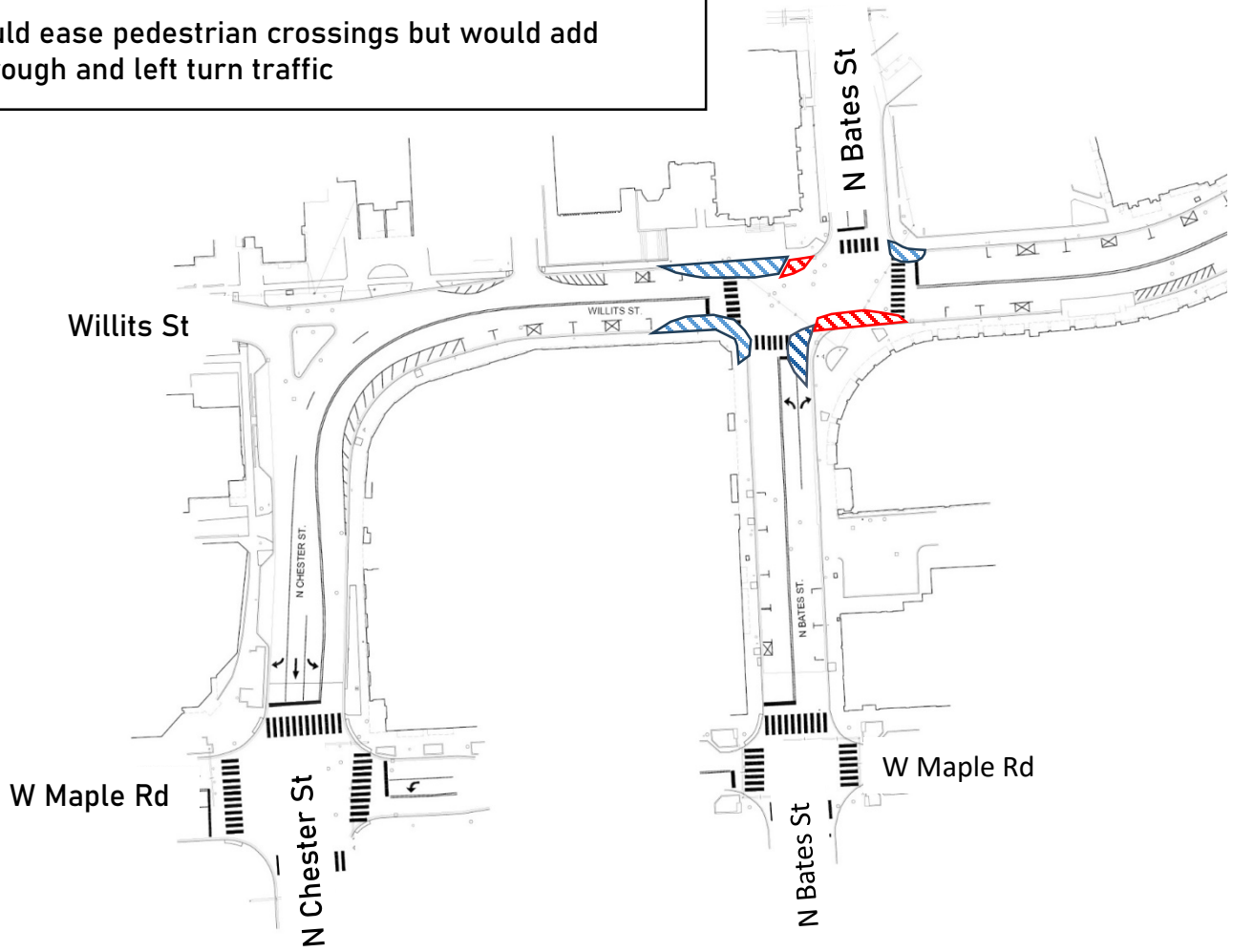



Exhibit B – Pedestrian Bumpout at Willits and Bates Intersection

Convert Bates St to 2 lanes – convert the northbound traffic lane to 15-minute parking zone

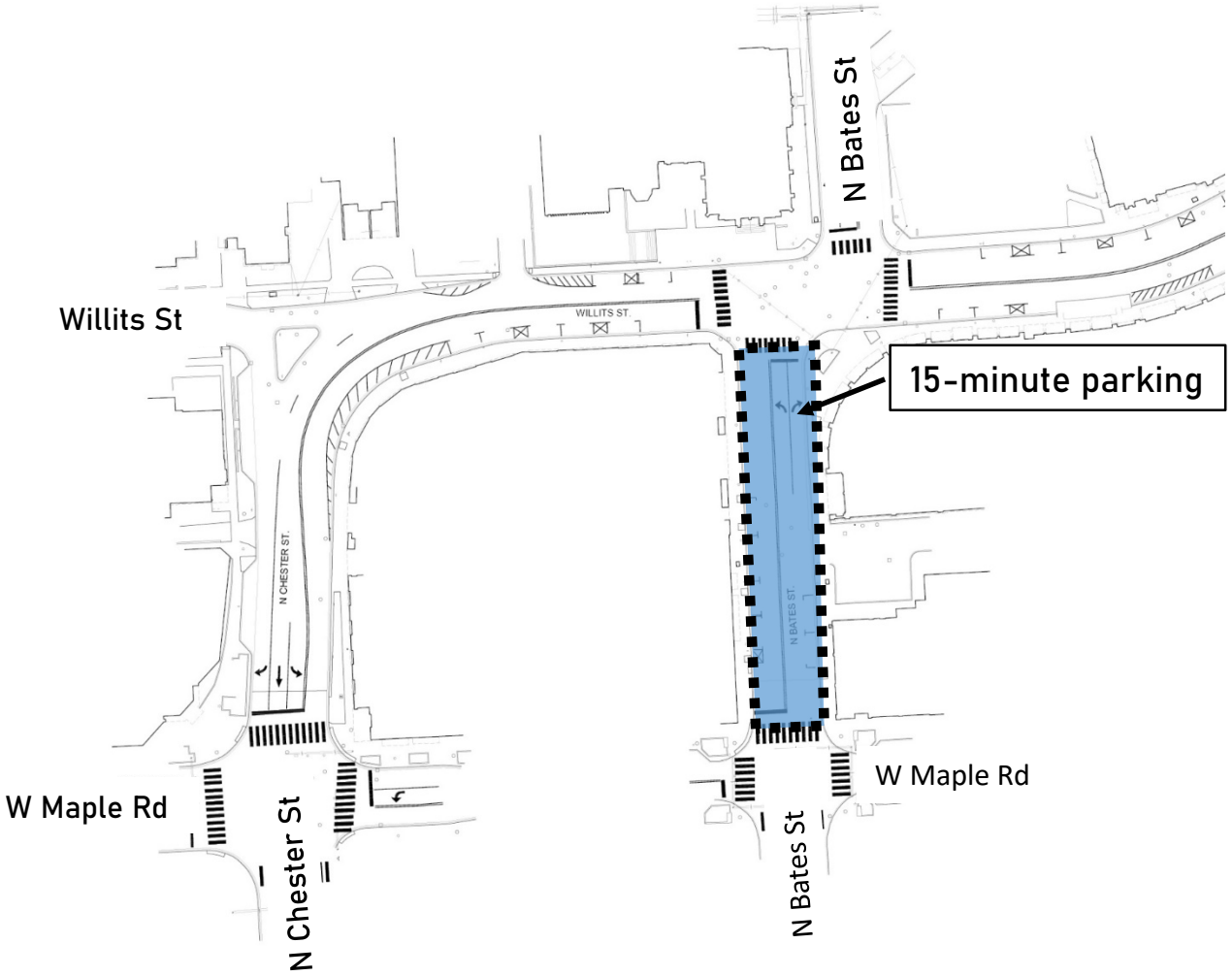



Exhibit C – Convert Bates Street into 2 Lanes and 15 minutes parking

Potential Bumpout, Dependent on Truck Turning Radius (confirm in design)

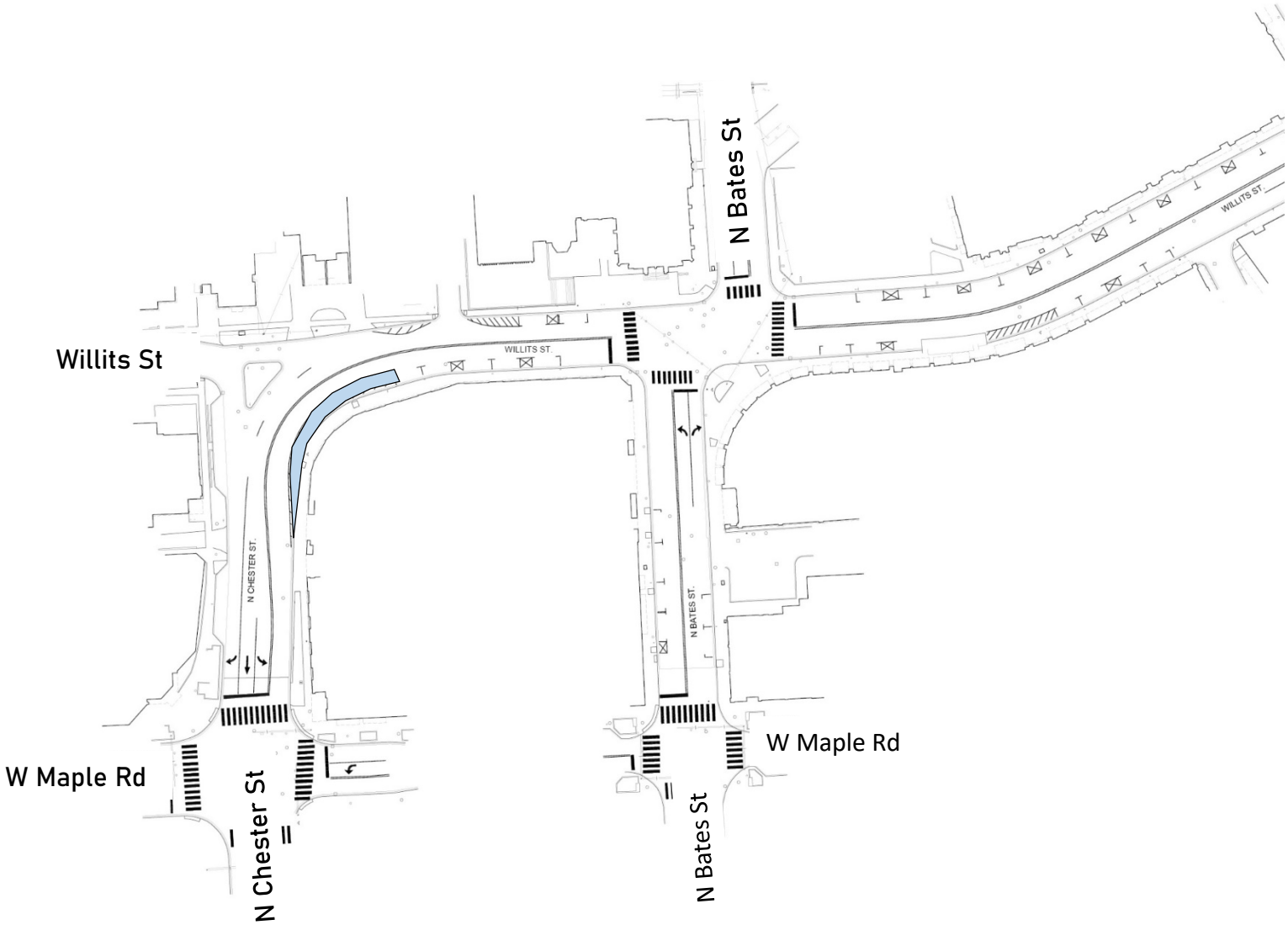



Exhibit D – Potential Bumpout at southeast intersection of Willits and Chester, Dependent on Truck Turing Radius

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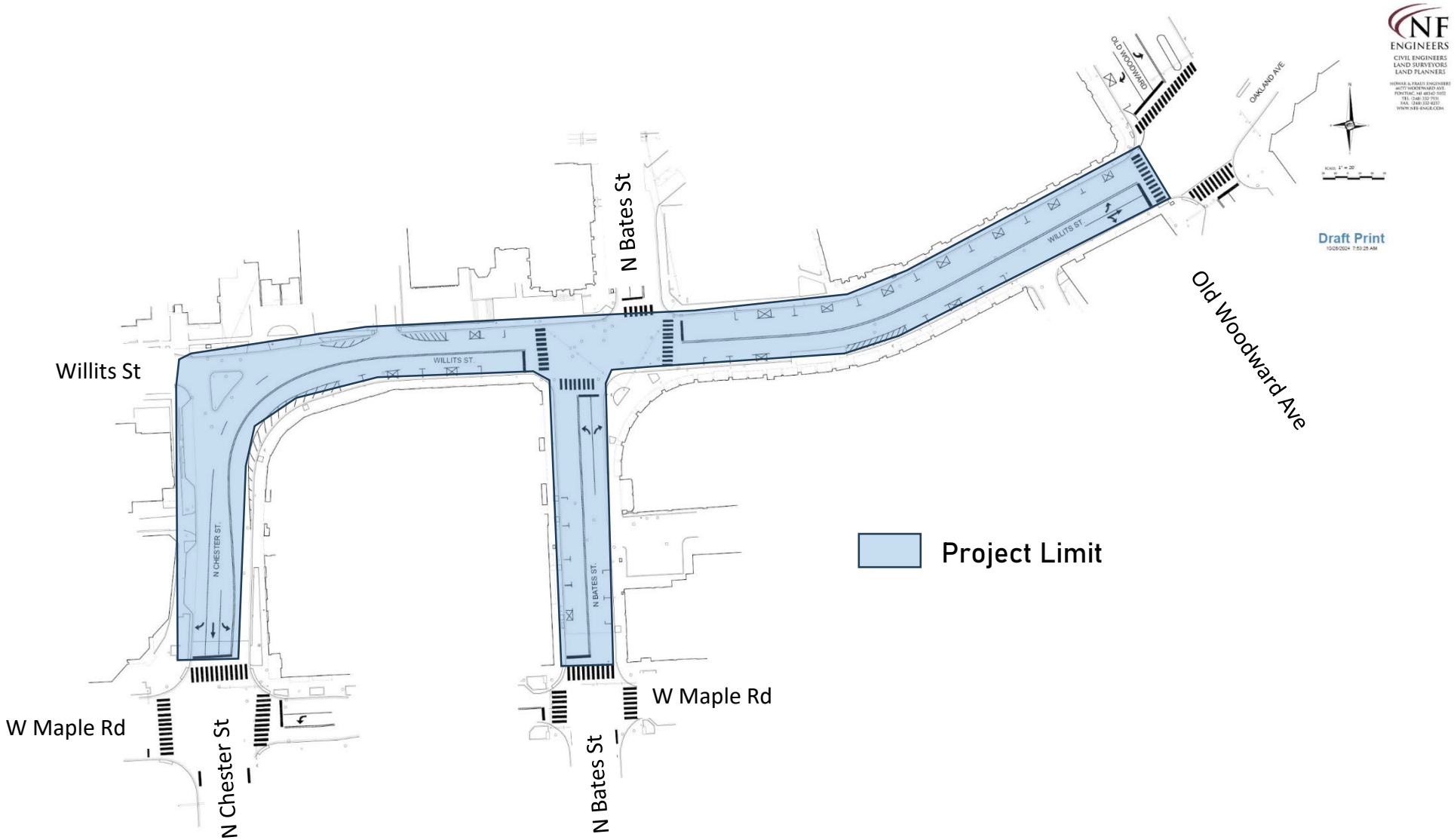
# Willits and Bates Street Project

Engineering Department

Date: February 24, 2025

8C

# Willits and Bates Street Project

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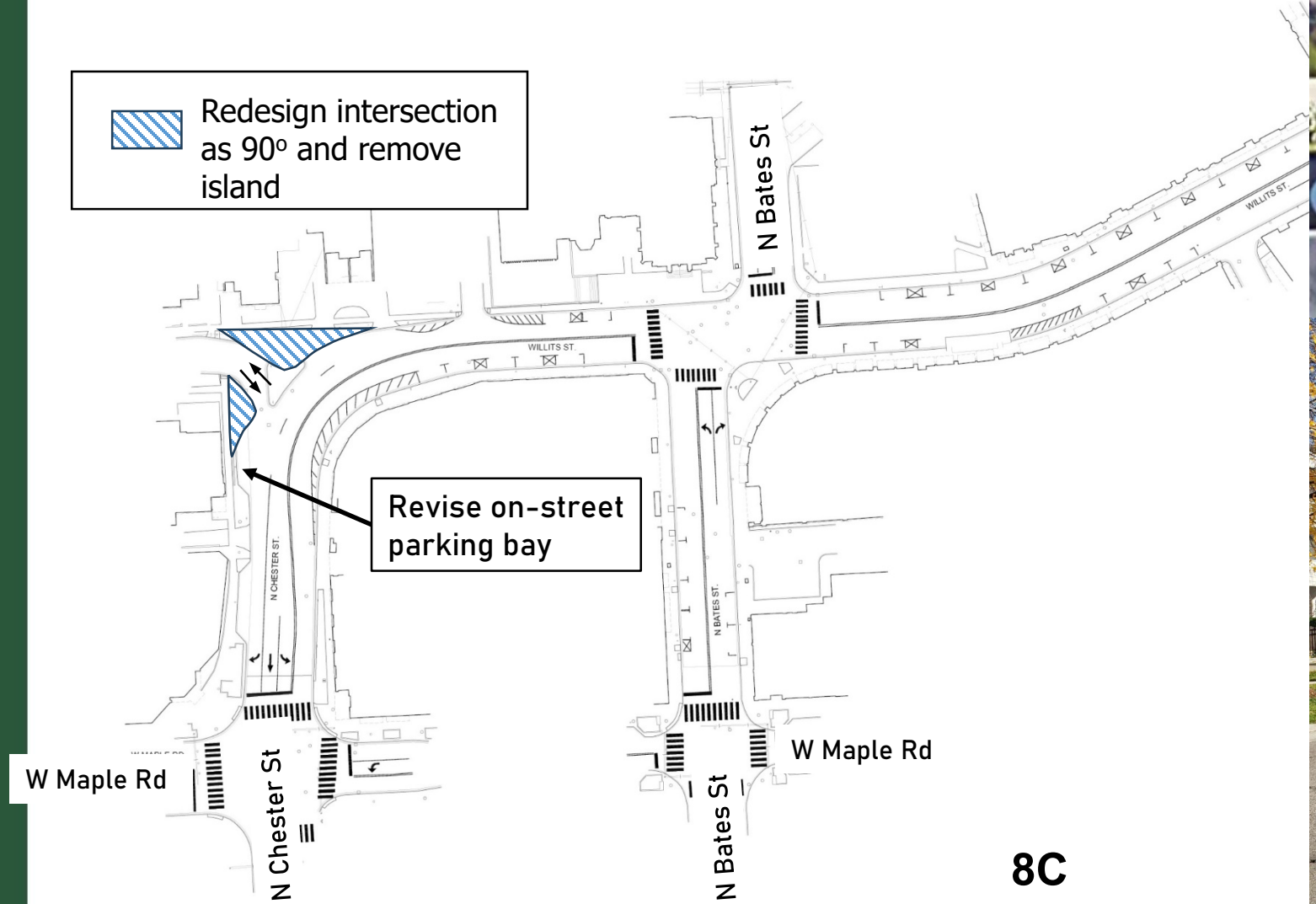
Existing Conditions

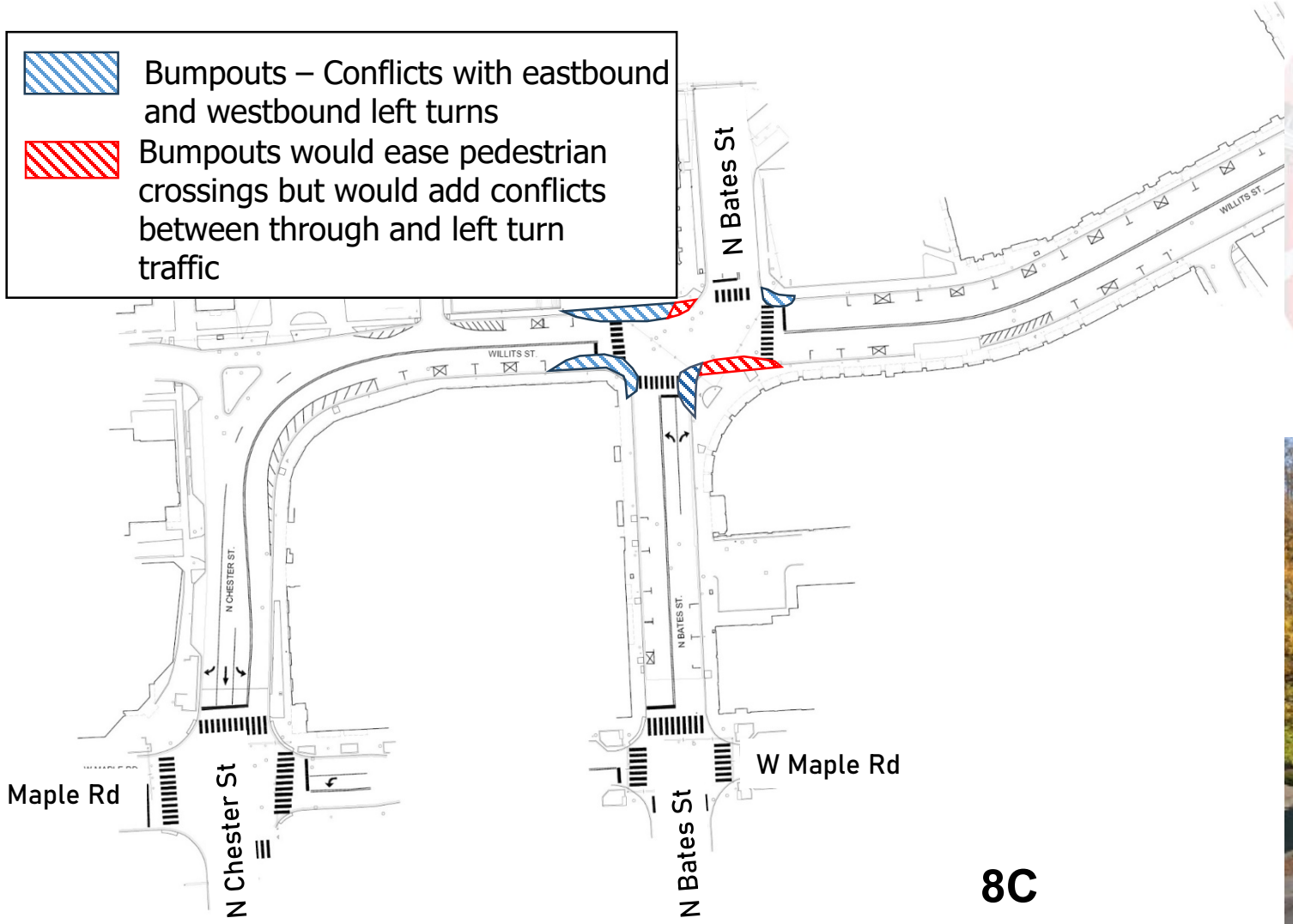
# Willits and Bates Street Project

Exhibit A – Redesign island at Willits and Chester Intersection



# Willits and Bates Street Project

Exhibit B – Pedestrian Bumpout at Willits and Bates Intersection

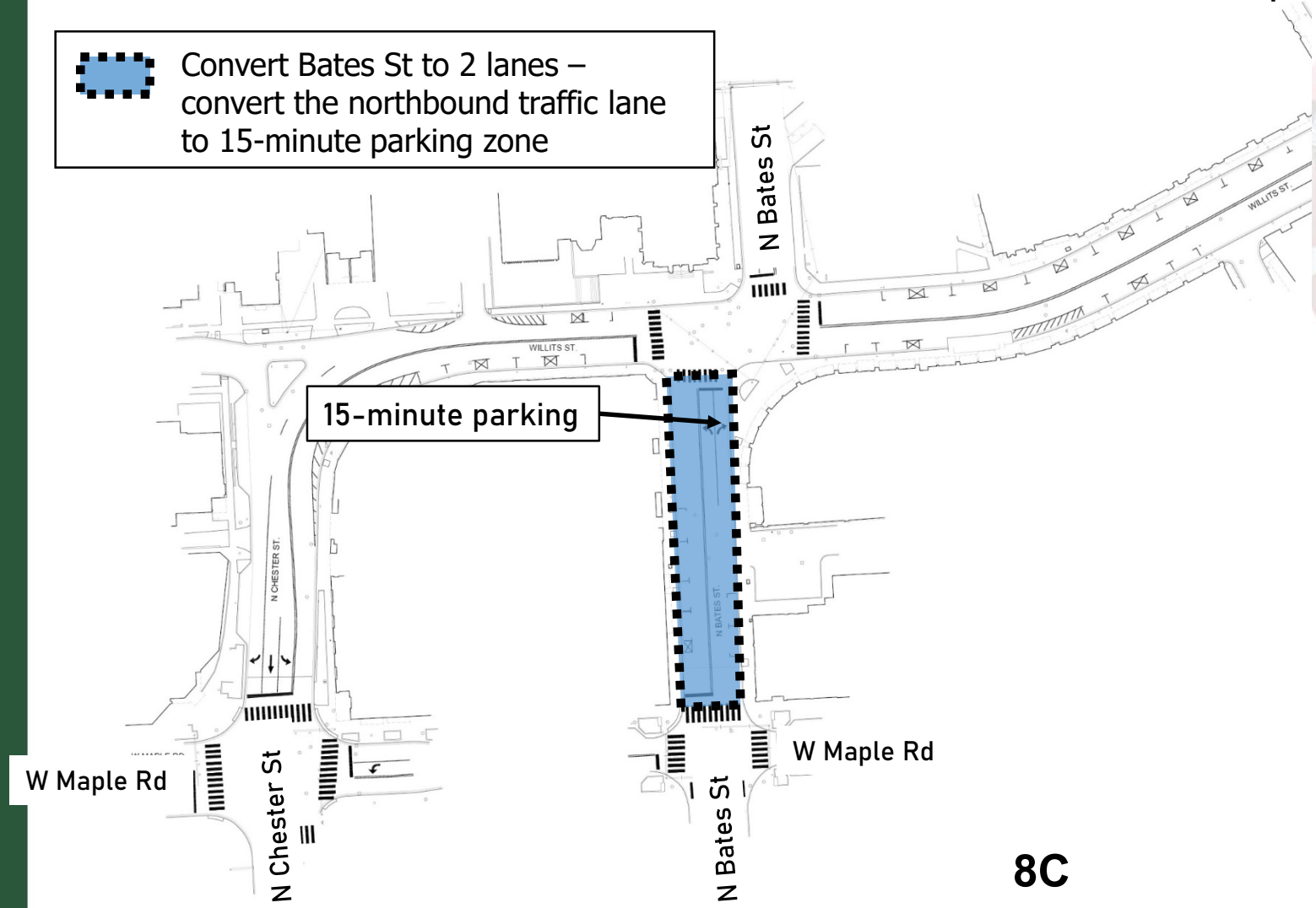


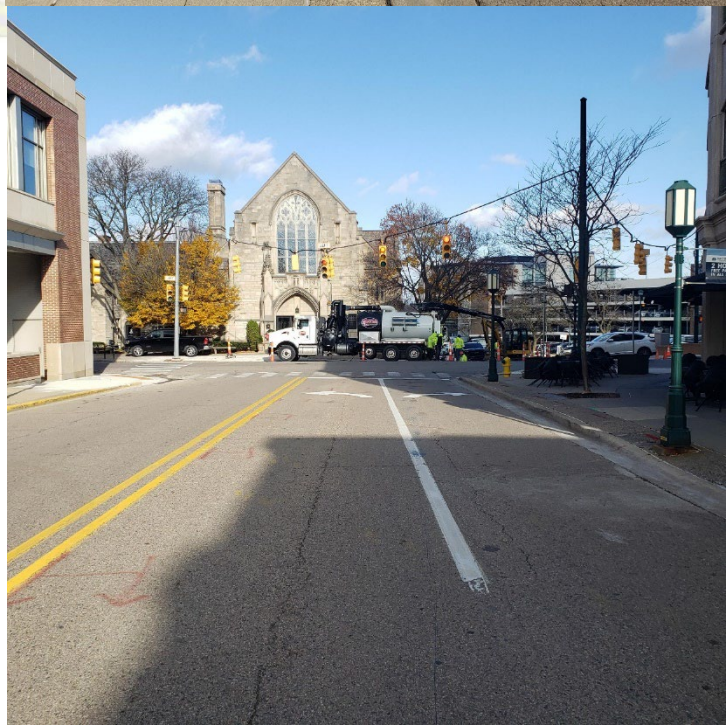
8C

# Willits and Bates Street Project

Exhibit C – Convert Bates Street into 2 Lanes and 15 minutes parking

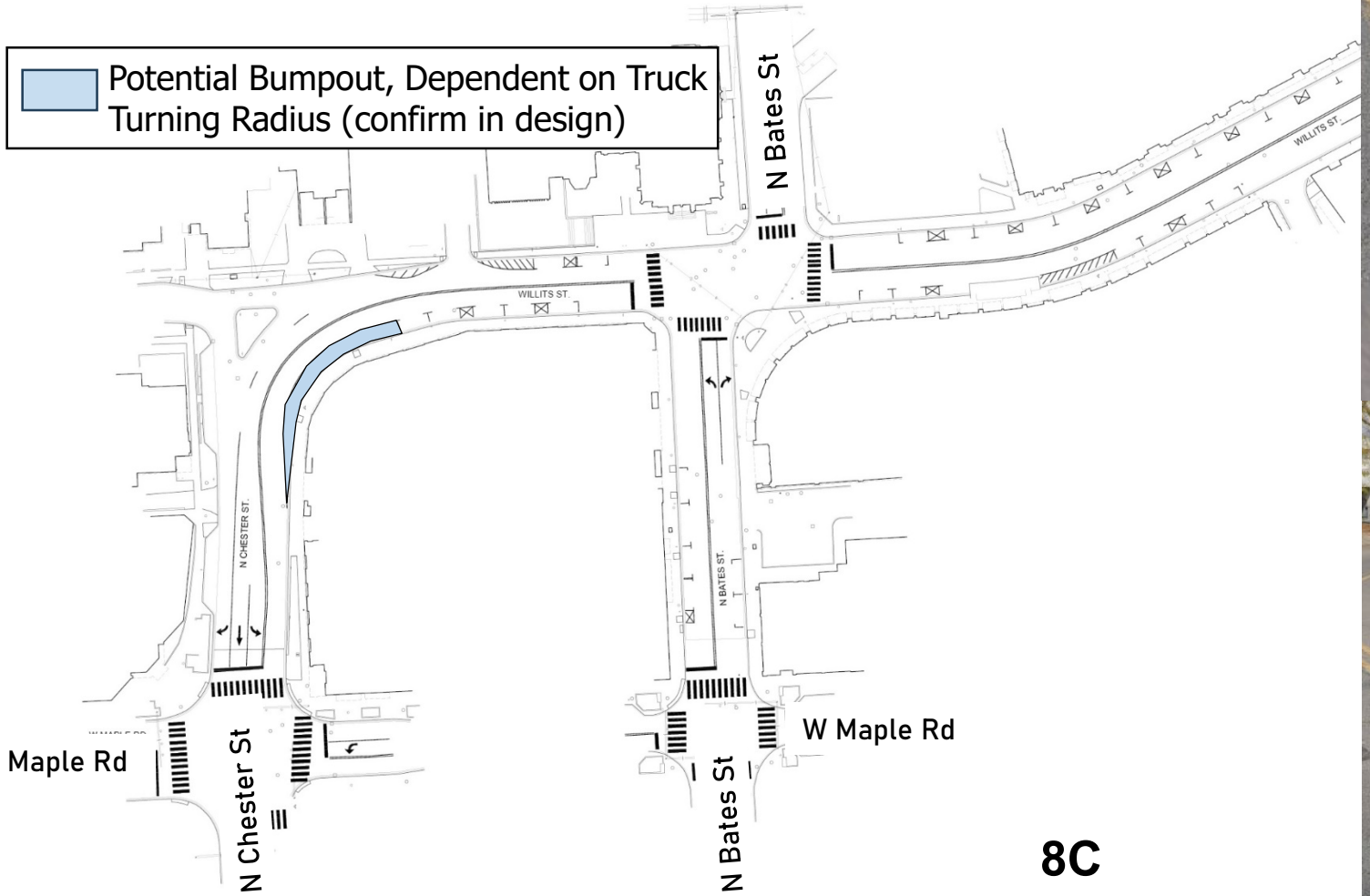
Convert Bates St to 2 lanes – convert the northbound traffic lane to 15-minute parking zone





# Willits and Bates Street Project

Exhibit D – Potential Bumpout at southeast intersection of Willits and Chester, Dependent on Truck Turing Radius



8C

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

Legal – City Attorney

**DATE:** February 19, 2025

**TO:** Jana L. Ecker, City Manager

**FROM:** Mary M. Kucharek, City Attorney

**SUBJECT:** Request for Closed Session Under MCL § 15.268, Sec.8(1)(a) of the Open Meetings Act

---

INTRODUCTION:
The City Commission is being asked to take the suggested Commission action as requested by the City Manager pursuant to MCL § 15.268 Sec. 8(1)(a).

BACKGROUND:

> MCL § 15.268 Sec. 8(1)(a) allows for a closed session of the City Commission to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

In this particular case the City Commission will be meeting with a separate attorney to hear complaints brought by an employee against the City Manager. As the above statute indicates, the City Manager, pursuant to state law, has the right to request a closed hearing before the City Commission.

LEGAL REVIEW:
I am requesting a closed session on Monday, February 24, 2025 pursuant to MCL § 15.268 Sec. 8(1)(a).

ATTACHMENTS:
Open Meetings Act, MCL § 15.268 Sec. 8(1)(a).

SUGGESTED COMMISSION ACTION:
Adopt a resolution to meet in closed session to hear a complaint brought by an employee of the City, against the City Manager, and to be apprised of and to evaluate the situation pursuant to MCL § 15.268 Sec. 8(1)(a).

**OPEN MEETINGS ACT (EXCERPT)**
**Act 267 of 1976**

## 15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(*i*) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(*ii*) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(*iii*) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(*i*) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(*ii*) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(*iii*) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(*iv*) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(*l*) For a county veteran services committee to interview a veteran or a veteran's spouse or dependent regarding that individual's application for benefits or financial assistance and discuss that individual's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application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual's application for benefits or financial assistance. As used in this subdivision, "county veteran services committee" means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers' relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, "independent citizens redistricting commission" means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

**History:** 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996;—Am. 2018, Act 467, Eff. Mar. 27, 2019;—Am. 2021, Act 31, Imd. Eff. June 24, 2021;—Am. 2021, Act 166, Imd. Eff. Dec. 27, 2021.

**Compiler's note:** Enacting section 1 of Act 166 of 2021 provides:

"Enacting section 1. This amendatory act is intended to clarify that the independent citizens redistricting commission for state legislative and congressional districts, since its establishment under section 6 of article IV of the state constitution of 1963, has been required to conduct all of its business at open meetings, without exception and in a manner that invites wide public participation throughout this state, as provided in section 6(10) of article IV of the state constitution of 1963, and that the commission continues to be subject to this unqualified open meetings requirement."


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Majid & Monir Pezhman
5598 White Hall Cir.
West Bloomfield, MI 48323-3465

Febuary 17, 2025

To the city of Birmingham Administration

From Majid Pezhman

I am writing this letter because I noticed that Some holiday such as presidentday and Vete the city administrations do not observe the hol and the office door is open as usual.
I personally believe that we should respec and observe these days as it is necessary to the tradition.

I am greatly appreciative if you consi. this request and hopefully Next year we seeing it has happened. Thank you for you

Sincerly Yours

Majid Pezhman MD

BIRMINGHAM
A WALKABLE CITY

**NOTICE OF INTENTION TO APPOINT TO THE MULTI-MODAL TRANSPORTATION BOARD**

At the regular meeting of Monday, March 24, 2025, the Birmingham City Commission intends to appoint three regular members to the Multi-Modal Transportation Board with urban planning, architecture, or design education/experience to serve three-year terms to expire March 24, 2028 and one alternate member to serve the remainder of a three-year term to expire October 27, 2025.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 19, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the City and to advise the City Commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven-member board shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the City. Applicants for this position do not have be a qualified elector or property owner in Birmingham.

| **Criteria/Qualifications of Open Position** | **Date Applications Due** **(by noon)** | **Date of Interview** |
|---|---|---|
| The seven-member board shall be composed of the following:<br>• one pedestrian advocate member<br>• one member with a mobility or vision impairment<br>• one member with traffic-focused education and/or experience<br>• one bicycle advocate member<br>• one member with urban planning, architecture or design education and/or experience<br>• two members at large living in different geographical areas of the City. | 3/19/2025 | 3/24/2025 |

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

BIRMINGHAM
A WALKABLE CITY

**NOTICE OF INTENTION TO APPOINT TO THE PARKS & RECREATION BOARD**

At the regular meeting of Monday, March 24, 2025, the Birmingham City Commission intends to appoint one regular member and one alternate member to the Parks and Recreation Board to serve three-year terms to expire March 13, 2028.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 19, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

The Parks & Recreation Board consists of seven members who serve for three-year terms without compensation. The goal of the board is to promote a recreation program and a park development program for the City of Birmingham. The Parks & Recreation Board shall recommend to the City Commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

The meetings are held the first Tuesday of the month at 6:30 P.M.

| **Criteria/Qualifications of Open Position** | **Date Applications Due** **(by noon)** | **Date of Interview** |
|---|---|---|
| Members must be electors of the City of Birmingham. | 3/19/2025 | 3/24/2025 |

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

BIRMINGHAM
A WALKABLE CITY

**NOTICE OF INTENTION TO APPOINT TO THE CABLECASTING BOARD**

At the regular meeting of Monday, April 7, 2025 the Birmingham City Commission intends to appoint to the Cablecasting Board one regular member to serve a three-year term to expire March 30, 2028; one regular member to serve the remainder of three-year term to expire March 30, 2027; one regular member to serve the remainder of three-year term to expire March 30, 2026; and one alternate member to serve a three-year term to expire March 30, 2028.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 2, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

- Advise the municipalities on matters relating to cable communications
- Monitor the franchisee's compliance with the franchise agreement and the cable communications ordinance
- Conduct performance reviews as outlined in Chapter 30, Article VII of the City Code
- Act as liaison between the franchisee and the public
- Hear complaints from the public and seek their resolution from the franchisee
- Advise the various municipalities on rate adjustments and services according to the procedure outlined in Chapter 30, Article VI
- Advise the municipalities on renewal, extension or termination of a franchise
- Appropriate those moneys deposited in an account in the name of the Cablecasting Board by the member communities
- Oversee the operation of the education, governmental and public access channels
- Apprise the municipalities of new developments in cable communications technology
- Hear and decide all matters or requests by the operator (Comcast Cablevision)
- Hear and make recommendations to the municipalities of any request of the operator for modification of the franchise requirement as to channel capacity and addressable converters or maintenance of the security fund
- Hear and decide all matters in the franchise agreement which would require the operator to expend moneys up to fifty thousand dollars
- Enter into contracts as authorized by resolutions of the member municipalities
- Administer contracts entered into by the board and terminate such contracts

| **Criteria/Qualifications of Open Position** | **Date Applications Due** **(by noon)** | **Date of Interview** |
|---|---|---|
| Applicants must be residents of the City of Birmingham. | 4/2/2025 | 4/7/2025 |

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

BIRMINGHAM
A WALKABLE CITY

**NOTICE OF INTENTION TO APPOINT TO THE**
**MUSEUM BOARD**

At the regular meeting of Monday, March 24, 2025, the Birmingham City Commission intends to appoint a regular member to the Museum Board to serve the remainder of a three-year term to expire July 5, 2027.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 19, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The Board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the City Commission with respect to properties that, in the opinion of the Board, have historic significance. Further, the Board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

| **Criteria/Qualifications of Open Position** | **Date Applications Due** **(by noon)** | **Date of Interview** |
|---|---|---|
| Shall be qualified electors of the City. | 3/19/2025 | 3/24/2025 |

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

BIRMINGHAM

**MEMORANDUM**
FINANCE

**DATE:** February 18, 2025
**TO:** Jana L. Ecker, City Manager
**FROM:** Mark Gerber, Finance Director, Treasurer
**SUBJECT:** 2nd Quarter Budget Report

# Background

Chapter 7, Section 3(b) of the City Charter requires the Director of Finance to report on the condition of the City quarterly. Quarterly reports are prepared for the first 3 quarters of the year with the annual audit serving as the 4th quarter report. Only the following funds are reported quarterly because by State law they require a budget: General Fund, Greenwood Cemetery Perpetual Care Fund, Major and Local Street Funds, Solid Waste Fund, Senior Services Fund, Community Development Block Grant Fund, Law and Drug Enforcement Fund, Opioid Settlement Fund, Baldwin Public Library Fund, Principal Shopping District Fund, Brownfield Redevelopment Authority Fund, Triangle District Corridor Improvement Authority Fund, and the Debt Service Fund.

Below are the second quarter 2024-2025 fiscal year financial reports. The reports compare budget to actual for the current year and the prior fiscal year for the same quarter. This allows meaningful comparisons between fiscal years as well as percentage of budget received/spent for the year. Budget discussions will follow each fund's financial information.

Through December 31st, 50% of the fiscal year is over. However, some revenues and expenditures are not received/spent on a prorated amount every quarter. To the extent that the percentage of budget is materially different than the 50%, this will be noted in the discussion.

# General Fund

Revenues are approximately $1.4M higher than the previous year as a result of an increase in tax revenue of approximately $.3M, an increase of $.7M in licenses and permits, and an increase in interest and rent of $.2M. Fines and forfeitures revenue increased $.2M due to heavy parking fines and revenue from 48th district court. Taxes increased as a result of increase in taxable value. Revenue from fines and forfeitures increased by $0.2M, due to higher parking fines and earnings from the 48th District Court. Revenue from licenses and permits increased .7M from prior year as a result of large scale building permits issued. The increase in interest and rent is largely the result of higher interest rates. Fines and Forfeitures are higher due to 48th District Court revenues.

Federal, State, and Local Grant funds and Special Assessments are below expected budget due to timing of when the revenues are received.

Total current year-to-date expenditures for the General Fund are higher than the prior year by approximately $.7M, or 3%. Most of the difference is due to an increase in Public Safety equipment expenses.

December 31

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| TAXES | $33,767,930 | $33,688,881 | 100% | $33,524,900 | $33,416,776 | 100% |
| SPECIAL ASSESSMENTS | $606,290 | $20,454 | 3% | $656,810 | $79,853 | 12% |
| LICENSES & PERMITS | $2,787,530 | $2,250,163 | 81% | $2,720,510 | $1,578,196 | 58% |
| FEDERAL GRANTS | $139,000 | $54,975 | 40% | $133,190 | $87,962 | 66% |
| STATE GRANTS | $3,100,300 | $654,950 | 21% | $2,833,900 | $563,028 | 20% |
| LOCAL CONTRIBUTIONS | $143,790 | $72,791 | 51% | $151,650 | $36,936 | 24% |
| CHARGES FOR SERVICES | $3,587,440 | $1,806,258 | 50% | $3,557,890 | $1,667,269 | 47% |
| INTEREST & RENT | $1,366,500 | $818,236 | 60% | $756,500 | $654,210 | 86% |
| FINES & FORFEITURES | $1,765,000 | $760,180 | 43% | $1,957,340 | $588,574 | 30% |
| OTHER REVENUE | $50,600 | $15,328 | 30% | $250,130 | $64,012 | 26% |
| OTHER FINANCING SOURCES | $100,000 | $50,000 | 50% | $100,000 | $50,000 | 50% |
| USE OF FUND BALANCE | $3,078,448 | – | 0% | $3,509,707 | – | 0% |
| **REVENUES TOTAL** | **$50,492,828** | **$40,192,217** | **80%** | **$50,152,527** | **$38,786,817** | **77%** |
| **EXPENDITURES** | | | | | | |
| GENERAL GOVERNMENT | $6,974,379 | $2,910,186 | 42% | $6,258,500 | $2,849,545 | 46% |
| JUDICIAL | $1,793,420 | $932,962 | 52% | $2,185,280 | $1,114,750 | 51% |
| PUBLIC SAFETY | $21,760,443 | $10,232,811 | 47% | $20,364,535 | $9,532,849 | 47% |
| PUBLIC WORKS | $6,764,922 | $2,954,424 | 44% | $8,261,862 | $2,715,982 | 33% |
| HEALTH AND WELFARE | $1,298,840 | $177,853 | 14% | $843,130 | $113,754 | 13% |
| COMMUNITY AND ECONOMIC DEVELOPMENT | $895,450 | $338,155 | 38% | $819,597 | $316,019 | 39% |
| RECREATION AND CULTURE | $4,323,454 | $1,490,194 | 34% | $3,771,263 | $1,569,273 | 42% |
| TRANSFERS OUT AND OTHER FINANCING USES | $6,681,920 | $3,335,960 | 50% | $7,648,360 | $3,500,000 | 46% |
| **EXPENDITURES TOTAL** | **$50,492,828** | **$22,372,544** | **44%** | **$50,152,527** | **$21,712,172** | **43%** |

## Greenwood Cemetery Perpetual Care Fund

Cemetery perpetual care revenue has increased significantly from the prior year due to an increase in lot sales. No expenditures have been budgeted for this fiscal year.

December 31

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| CHARGES FOR SERVICES | $40,000 | $51,930 | 130% | $35,000 | $47,800 | 137% |
| INTEREST & RENT | $35,500 | $22,713 | 64% | $23,000 | $18,079 | 79% |
| OTHER FINANCING SOURCES | $0 | – | – | $0 | – | – |
| USE OF FUND BALANCE | -$75,500 | – | 0% | -$58,000 | – | 0% |
| **REVENUES TOTAL** | **$0** | **$74,643** | **–** | **$0** | **$65,879** | **–** |
| **EXPENDITURES** | | | | | | |
| PUBLIC WORKS | $0 | – | – | $0 | – | – |
| **EXPENDITURES TOTAL** | **$0** | **–** | **–** | **$0** | **–** | **–** |

## Major Street Fund

Total revenues are lower than the previous year by approximately $.8M as a result of a decrease in funding from the General Fund. State funding is at 25% of budget as a result of November and December road funding being received after the quarter ended.

Overall expenditures are $1.4M lower than the previous year as a result of the timing of construction and maintenance of streets.

December 31

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| SPECIAL ASSESSMENTS | $0 | – | – | $0 | – | – |

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| FEDERAL GRANTS | $0 | – | – | $0 | – | – |
| STATE GRANTS | $2,567,880 | $652,844 | 25% | $1,841,950 | $633,496 | 34% |
| LOCAL CONTRIBUTIONS | $72,250 | – | 0% | $0 | – | – |
| CHARGES FOR SERVICES | $0 | $33,513 | – | $0 | – | – |
| INTEREST & RENT | $72,000 | $102,027 | 142% | $35,180 | $79,185 | 225% |
| OTHER REVENUE | $0 | $5,000 | – | $0 | $3,252 | – |
| OTHER FINANCING SOURCES | $1,750,000 | $875,000 | 50% | $3,500,000 | $1,750,000 | 50% |
| USE OF FUND BALANCE | $5,337,396 | – | 0% | $5,260,649 | – | 0% |
| **REVENUES TOTAL** | **$9,799,526** | **$1,668,384** | **17%** | **$10,637,779** | **$2,465,933** | **23%** |
| **EXPENDITURES** | | | | | | |
| PUBLIC WORKS | | | | | | |
| FINANCE DEPARTMENT | $21,410 | $10,940 | 51% | $19,670 | $10,707 | 54% |
| TRAFFIC CONTROLS | $1,962,962 | $178,763 | 9% | $1,301,797 | $280,256 | 22% |
| TRAFFIC ENGINEERING | $44,630 | $14,615 | 33% | $45,610 | $14,275 | 31% |
| CONSTRUCTION | $6,352,080 | $1,019,938 | 16% | $7,721,145 | $2,175,144 | 28% |
| BRIDGE MAINTENANCE | $110,000 | $9,465 | 9% | $68,650 | $12,270 | 18% |
| STREET MAINTENANCE | $400,035 | $114,196 | 29% | $419,606 | $154,202 | 37% |
| STREET CLEANING | $210,180 | $47,069 | 22% | $236,050 | $86,034 | 36% |
| STREET TREES | $462,130 | $214,031 | 46% | $471,580 | $227,116 | 48% |
| SNOW AND ICE CONTROL | $156,100 | $27,188 | 17% | $278,670 | $25,171 | 9% |
| HIGHWAYS & STREETS | $80,000 | $26,719 | 33% | $75,000 | $48,131 | 64% |
| **PUBLIC WORKS TOTAL** | **$9,799,526** | **$1,662,924** | **17%** | **$10,637,779** | **$3,033,306** | **29%** |
| TRANSFERS OUT AND OTHER FINANCING USES | $0 | – | – | $0 | – | – |
| **EXPENDITURES TOTAL** | **$9,799,526** | **$1,662,924** | **17%** | **$10,637,779** | **$3,033,306** | **29%** |

# Local Street Fund

Total revenues for the year are approximately $.8M higher than the previous year as a result of higher transfers from the General Fund. As with the Major Street Fund, state grants are generally received two months after the close of the month which explains the low budget to actual variance.

Expenditures are approximately $1.7M higher than the previous year due to an increase in construction costs of $1.9M and a decrease of $.2M in street maintenance. The increase in construction costs is due to an increase in public improvements. The decrease in street maintenance is due to the Cape Seal project that took place in the summer of 2023.

**December 31**

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| SPECIAL ASSESSMENTS | $537,160 | $63,364 | 12% | $237,740 | $19,901 | 8% |
| FEDERAL GRANTS | $0 | – | – | $0 | – | – |
| STATE GRANTS | $780,300 | $262,857 | 34% | $752,340 | $254,928 | 34% |
| LOCAL CONTRIBUTIONS | $0 | – | – | $0 | – | – |
| CHARGES FOR SERVICES | $0 | $100,538 | – | $0 | – | – |
| INTEREST & RENT | $114,100 | $78,764 | 69% | $42,000 | $51,508 | 123% |
| OTHER REVENUE | $5,000 | $5,804 | 116% | $5,000 | $7,700 | 154% |
| OTHER FINANCING SOURCES | $4,750,000 | $2,375,000 | 50% | $3,500,000 | $1,750,000 | 50% |
| USE OF FUND BALANCE | $3,870,741 | – | 0% | $1,749,927 | – | 0% |
| **REVENUES TOTAL** | **$10,057,301** | **$2,886,326** | **29%** | **$6,287,007** | **$2,084,037** | **33%** |
| **EXPENDITURES** | | | | | | |
| PUBLIC WORKS | | | | | | |
| FINANCE DEPARTMENT | $29,350 | $14,755 | 50% | $27,690 | $14,565 | 53% |
| TRAFFIC CONTROLS | $34,550 | $15,403 | 45% | $33,760 | $16,776 | 50% |
| TRAFFIC ENGINEERING | $46,230 | $19,810 | 43% | $40,350 | $14,275 | 35% |
| CONSTRUCTION | $7,813,742 | $2,132,187 | 27% | $3,518,045 | $224,171 | 6% |
| BRIDGE MAINTENANCE | $80,000 | $4,999 | 6% | $91,320 | $19,555 | 21% |
| STREET MAINTENANCE | $534,979 | $196,710 | 37% | $1,122,682 | $400,597 | 36% |
| STREET CLEANING | $324,140 | $208,678 | 64% | $265,690 | $177,026 | 67% |
| STREET TREES | $1,038,969 | $572,674 | 55% | $982,950 | $550,487 | 56% |
| SNOW AND ICE CONTROL | $125,340 | $27,656 | 22% | $179,520 | $25,151 | 14% |

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| HIGHWAYS & STREETS | $30,000 | $8,906 | 30% | $25,000 | $16,044 | 64% |
| **PUBLIC WORKS TOTAL** | **$10,057,301** | **$3,201,777** | **32%** | **$6,287,007** | **$1,458,645** | **23%** |
| **EXPENDITURES TOTAL** | **$10,057,301** | **$3,201,777** | **32%** | **$6,287,007** | **$1,458,645** | **23%** |

## Solid Waste Fund

Revenue and expenditures are approximately the same as the prior fiscal year.

**December 31**

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| TAXES | $2,338,490 | $2,341,264 | 100% | $2,343,860 | $2,344,783 | 100% |
| STATE GRANTS | $5,000 | $3,939 | 79% | $4,000 | $4,976 | 124% |
| CHARGES FOR SERVICES | $0 | $960 | – | $100 | $2,428 | 2,428% |
| INTEREST & RENT | $60,000 | $35,295 | 59% | $20,000 | $28,180 | 141% |
| OTHER REVENUE | $0 | $241 | – | $300 | $200 | 67% |
| USE OF FUND BALANCE | $3 | – | 0% | $3,672 | – | 0% |
| **REVENUES TOTAL** | **$2,403,493** | **$2,381,699** | **99%** | **$2,371,932** | **$2,380,567** | **100%** |
| **EXPENDITURES** | | | | | | |
| PUBLIC WORKS | $2,403,493 | $1,120,530 | 47% | $2,371,932 | $1,131,164 | 48% |
| **EXPENDITURES TOTAL** | **$2,403,493** | **$1,120,530** | **47%** | **$2,371,932** | **$1,131,164** | **48%** |

## Senior Services Fund

On November 7, 2023, the City of Birmingham voters approved a .33 millage for a three-year term, ending July 1, 2027 for a Senior Services Fund. This fund was established to provide for improvements to the newly purchased senior center building and/or other senior services. Once an analysis of the senior center is completed, a plan for the use of this funding will be established.

Currently there is $1.1M in revenue generated for this fiscal year. No expenditures have been budgeted for this fiscal year.

**December 31**

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| TAXES | $1,136,250 | $1,127,787 | 99% | $0 | – | – |
| INTEREST & RENT | $28,000 | $6,710 | 24% | $0 | – | – |
| USE OF FUND BALANCE | -$1,164,250 | – | 0% | $0 | – | – |
| **REVENUES TOTAL** | **$0** | **$1,134,497** | **–** | **$0** | **–** | **–** |
| **EXPENDITURES** | | | | | | |
| HEALTH AND WELFARE | $0 | – | – | $0 | – | – |
| **EXPENDITURES TOTAL** | **$0** | **–** | **–** | **$0** | **–** | **–** |

## Brownfield Redevelopment Authority Fund

Revenues are approximately higher by $.1M than the prior year. This is the result of higher property taxes being captured on brownfield sites.

Reimbursement to developers for site contamination were paid in October 2024.

**December 31**

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| TAXES | $580,670 | $562,855 | 97% | $481,830 | $464,340 | 96% |
| STATE GRANTS | $0 | – | – | $0 | – | – |
| CHARGES FOR SERVICES | $0 | – | – | $0 | – | – |
| INTEREST & RENT | $4,000 | $3,731 | 93% | $880 | $3,435 | 390% |
| OTHER REVENUE | $10,000 | – | 0% | $20,000 | $1,989 | 10% |
| OTHER FINANCING SOURCES | $0 | – | – | $0 | – | – |
| USE OF FUND BALANCE | -$4,000 | – | 0% | $45,820 | – | 0% |
| **REVENUES TOTAL** | **$590,670** | **$566,585** | **96%** | **$548,530** | **$469,764** | **86%** |
| **EXPENDITURES** | | | | | | |
| COMMUNITY AND ECONOMIC DEVELOPMENT | $590,670 | $483,909 | 82% | $548,530 | $462,145 | 84% |
| **EXPENDITURES TOTAL** | **$590,670** | **$483,909** | **82%** | **$548,530** | **$462,145** | **84%** |

# Triangle District Corridor Improvement Authority Fund

The City is attempting to re-engage with the County regarding tax capture for the district. To-date no property taxes have been captured and no funds spent on this activity.

**December 31**

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| TAXES | $0 | – | – | $0 | – | – |
| INTEREST & RENT | $600 | $205 | 34% | $220 | $100 | 45% |
| OTHER REVENUE | $0 | – | – | $0 | – | – |
| OTHER FINANCING SOURCES | $0 | – | – | $0 | – | – |
| USE OF FUND BALANCE | -$600 | – | 0% | -$220 | – | 0% |
| **REVENUES TOTAL** | **$0** | **$205** | **–** | **$0** | **$100** | **–** |
| **EXPENDITURES** | | | | | | |
| COMMUNITY AND ECONOMIC DEVELOPMENT | $0 | – | – | $0 | – | – |
| **EXPENDITURES TOTAL** | **$0** | **–** | **–** | **$0** | **–** | **–** |

# Indigent Defense Fund

Revenues and expenditures are approximately the same as the prior fiscal year.

**December 31**

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| STATE GRANTS | $489,500 | $303,010 | 62% | $494,100 | $252,207 | 51% |
| LOCAL CONTRIBUTIONS | $17,600 | – | 0% | $17,600 | $0 | 0% |
| INTEREST & RENT | $7,600 | $5,908 | 78% | $3,000 | $3,177 | 106% |
| USE OF FUND BALANCE | $0 | – | – | $0 | – | – |
| **REVENUES TOTAL** | **$514,700** | **$308,918** | **60%** | **$514,700** | **$255,383** | **50%** |
| **EXPENDITURES** | | | | | | |
| HEALTH AND WELFARE | $514,700 | $224,846 | 44% | $514,700 | $199,758 | 39% |
| **EXPENDITURES TOTAL** | **$514,700** | **$224,846** | **44%** | **$514,700** | **$199,758** | **39%** |

# Law and Drug Enforcement Fund

Revenues are dependent on receipt of forfeited property proceeds as a result of prosecution of drug cases.

**December 31**

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| FEDERAL GRANTS | $0 | – | – | $0 | – | – |
| INTEREST & RENT | $6,000 | $5,109 | 85% | $0 | $3,109 | – |
| FINES & FORFEITURES | $25,000 | $18,491 | 74% | $25,000 | $105,958 | 424% |

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| OTHER REVENUE | $0 | – | – | $0 | – | – |
| USE OF FUND BALANCE | $1,900 | – | 0% | $29,790 | – | 0% |
| **REVENUES TOTAL** | **$32,900** | **$23,600** | **72%** | **$54,790** | **$109,067** | **199%** |
| **EXPENDITURES** | | | | | | |
| PUBLIC SAFETY | $32,900 | $19,478 | 59% | $54,790 | $3,878 | 7% |
| **EXPENDITURES TOTAL** | **$32,900** | **$19,478** | **59%** | **$54,790** | **$3,878** | **7%** |

## Principal Shopping District

Revenues and expenditures are approximately the same as the prior fiscal year. Special assessments are normally billed in January.

**December 31**

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| SPECIAL ASSESSMENTS | $1,202,710 | $12,196 | 1% | $1,201,500 | $1,513 | 0% |
| FEDERAL GRANTS | $0 | – | – | $0 | – | – |
| LOCAL CONTRIBUTIONS | $0 | – | – | $0 | – | – |
| CHARGES FOR SERVICES | $25,000 | – | 0% | $25,000 | – | 0% |
| INTEREST & RENT | $36,000 | $14,729 | 41% | $5,420 | $6,458 | 119% |
| OTHER REVENUE | $230,000 | $31,546 | 14% | $220,000 | $26,380 | 12% |
| OTHER FINANCING SOURCES | $0 | – | – | $0 | – | – |
| USE OF FUND BALANCE | $62,619 | – | 0% | $111,004 | – | 0% |
| **REVENUES TOTAL** | **$1,556,329** | **$58,472** | **4%** | **$1,562,924** | **$34,352** | **2%** |
| **EXPENDITURES** | | | | | | |
| COMMUNITY AND ECONOMIC DEVELOPMENT | $1,556,329 | $239,731 | 15% | $1,562,924 | $243,403 | 16% |
| **EXPENDITURES TOTAL** | **$1,556,329** | **$239,731** | **15%** | **$1,562,924** | **$243,403** | **16%** |

## Baldwin Public Library Fund

Revenue are approximately $.3M higher than the previous year as a result of an increase in property tax revenue.

Expenditures are approximately $1.7M lower than last year due to construction related activities in 2024.

**December 31**

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| TAXES | $4,482,490 | $4,491,448 | 100% | $4,172,572 | $4,173,278 | 100% |
| FEDERAL GRANTS | $0 | – | – | $16,000 | – | 0% |
| STATE GRANTS | $45,000 | $7,011 | 16% | $49,980 | $8,558 | 17% |
| LOCAL CONTRIBUTIONS | $1,134,860 | $461,352 | 41% | $1,103,253 | $440,876 | 40% |
| CHARGES FOR SERVICES | $27,500 | $15,825 | 58% | $30,700 | $16,280 | 53% |
| INTEREST & RENT | $5,000 | $48,558 | 971% | $80,000 | $58,079 | 73% |
| FINES & FORFEITURES | $5,000 | $4,426 | 89% | $5,000 | $3,179 | 64% |
| OTHER REVENUE | $0 | $66 | – | $260,000 | $163 | 0% |
| OTHER FINANCING SOURCES | $0 | – | – | $0 | – | – |
| USE OF FUND BALANCE | -$715,210 | – | 0% | $2,203,880 | – | 0% |
| **REVENUES TOTAL** | **$4,984,640** | **$5,028,687** | **101%** | **$7,921,385** | **$4,700,412** | **59%** |
| **EXPENDITURES** | | | | | | |
| RECREATION AND CULTURE | $4,984,640 | $2,414,033 | 48% | $8,060,721 | $4,178,741 | 52% |
| **EXPENDITURES TOTAL** | **$4,984,640** | **$2,414,033** | **48%** | **$8,060,721** | **$4,178,741** | **52%** |

## Community Development Block Grant Fund

Revenue and expenditures are lower than the prior year, as they are determined by reimbursement requests.

CDBG expenditures for this fiscal year represent work for yard services and minor home repair.

December 31

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| FEDERAL GRANTS | $84,970 | $1,667 | 2% | $65,640 | $3,950 | 6% |
| USE OF FUND BALANCE | $0 | – | – | $0 | – | – |
| **REVENUES TOTAL** | **$84,970** | **$1,667** | **2%** | **$65,640** | **$3,950** | **6%** |
| **EXPENDITURES** | | | | | | |
| HEALTH AND WELFARE | $84,970 | $1,667 | 2% | $65,640 | $46,340 | 71% |
| **EXPENDITURES TOTAL** | **$84,970** | **$1,667** | **2%** | **$65,640** | **$46,340** | **71%** |

# Opioid Settlement Fund

This fund accounts for the distribution of the national opioid settlement with pharmaceutical companies. Funds from this settlement are restricted to prevention and treatment programs and recovery services.

Revenues are dependent on periodic receipts from settlements throughout the fiscal year.

Expenditures have increased compared to the previous year due to costs associated with mental health co-responders, which were covered by grants in the prior year.

December 31

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| INTEREST & RENT | $1,000 | $1,398 | 140% | $0 | $490 | – |
| OTHER REVENUE | $50,000 | $33,173 | 66% | $50,000 | – | 0% |
| USE OF FUND BALANCE | -$1,000 | – | 0% | $0 | – | – |
| **REVENUES TOTAL** | **$50,000** | **$34,571** | **69%** | **$50,000** | **$490** | **1%** |
| **EXPENDITURES** | | | | | | |
| HEALTH AND WELFARE | $50,000 | $8,367 | 17% | $50,000 | – | 0% |
| **EXPENDITURES TOTAL** | **$50,000** | **$8,367** | **17%** | **$50,000** | **–** | **0%** |

# Debt Service Fund

Budgeted revenues and expenditures are based on scheduled debt service payments. Expenditures are at 73% spent for the year as a result of making a principal payment in September.

December 31

| | BUDGET | YTD ACTUAL | | BUDGET - PRIOR YR | YTD ACTUAL - PRIOR YR | |
|---|---|---|---|---|---|---|
| | FY2025 | FY2025 | % OF BUDGET | FY2024 | FY2024 | % OF BUDGET - PRIOR YR |
| **REVENUES** | | | | | | |
| TAXES | $788,860 | $790,844 | 100% | $1,637,910 | $1,639,832 | 100% |
| STATE GRANTS | $1,670 | $2,741 | 164% | $2,770 | $3,324 | 120% |
| INTEREST & RENT | $3,300 | $5,201 | 158% | $5,500 | $4,954 | 90% |
| OTHER REVENUE | $0 | – | – | $0 | – | – |
| OTHER FINANCING SOURCES | $0 | – | – | $0 | – | – |
| USE OF FUND BALANCE | $0 | – | – | $0 | – | – |
| **REVENUES TOTAL** | **$793,830** | **$798,785** | **101%** | **$1,646,180** | **$1,648,110** | **100%** |
| **EXPENDITURES** | | | | | | |
| DEBT SERVICE | $793,830 | $580,361 | 73% | $1,646,180 | $1,566,211 | 95% |
| **EXPENDITURES TOTAL** | **$793,830** | **$580,361** | **73%** | **$1,646,180** | **$1,566,211** | **95%** |

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

Finance Department

**DATE:** February 17, 2025

**TO:** Jana L. Ecker, City Manager

**FROM:** Mary Chavez, Finance Director/Treasurer Designee

**SUBJECT:** 2nd Quarter Investment Report

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Public Act 213 of 2007 requires investment reporting on the City's general investments to be provided to the City Commission on a quarterly basis. This information is also required to be provided annually, which the City has and will continue to include within the audited financial statements.

General investments of the City are governed by State law and the City's General Investment Policy approved by the City Commission. The services of an outside investment advisor are utilized to assist the treasurer in determining which types of investments are most appropriate and permitted under the investment policy, maximize the return on the City's investments within investment policy constraints and provide for cash flow needs.

The two primary objectives for investment of City funds are the preservation of principal and liquidity to protect against losses and provide sufficient funds to enable the City to meet all operating requirements that might be reasonably anticipated. Investment activities include all City funds except the retirement and retiree health-care funds as follows:

- General Fund
- Permanent Funds
- Special Revenue Funds
- Capital Projects Fund
- Enterprise Funds
- Debt Service Funds
- Component Unit Funds
- Internal Service Funds

Overall, the City has $147.6 million invested in various securities according to its general investment policy as of December 31, 2024.

The City has two pooled funds (CLASS Pool and J-Fund), which are used to meet payroll, contractor and other accounts payable needs. As indicated on the attached schedule, there is approximately $14.7 million invested in pooled funds at the end of December. A maximum of 50% of the portfolio may be invested in pooled funds that meet State guidelines. The amount currently invested in pooled funds is 10%.

The City also holds approximately $83.5 million, or 56%, of its investments in treasury notes and bills, which are obligations of the United States. The maximum amount of investments that may be held in government securities is 100%.

Investments in federal agencies total approximately $49.6 million, or 34%, of the City's investments. The maximum amount of the portfolio that may be invested in federal agencies is 75%.

The Investment Policy requires that the average maturity of the portfolio may not exceed two and one-half years. The current average maturity of the portfolio is 2.0 years.

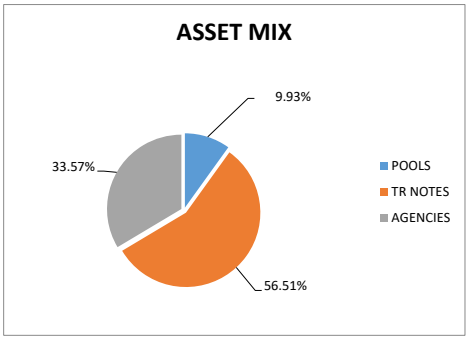
**CITY OF BIRMINGHAM**
**GENERAL INVESTMENT PORTFOLIO SUMMARY**

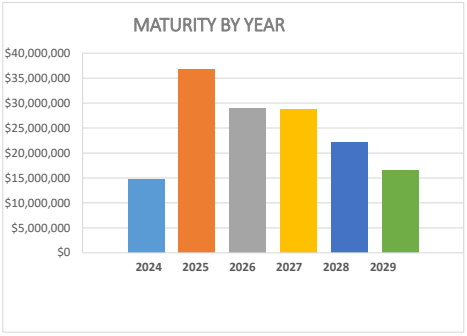
12/31/2024

| YEAR | MATURITY DATE | DESCRIPTION | % YIELD | * | CURRENT MARKET VALUE | PAR VALUE | COST | YEARLY TOTAL |
|---|---|---|---|---|---|---|---|---|
| | 12/31/2024 | CLASS POOL | 4.687% | CITY | 2,438,227.54 | 2,438,227.54 | 2,438,227.54 | |
| | 12/31/2024 | J FUND | 4.310% | CITY | 12,229,149.84 | 12,229,149.84 | 12,229,149.84 | |
| | | | | | | | | 14,667,377.38 |
| 2025 | 1/7/2025 | AGENCY | 0.362% | INSIGHT | 1,499,520.00 | 1,500,000.00 | 1,580,434.50 | |
| | 1/28/2025 | AGENCY | 0.550% | INSIGHT | 1,495,830.00 | 1,500,000.00 | 1,500,000.00 | |
| | 2/12/2025 | AGENCY | 0.344% | INSIGHT | 1,495,125.00 | 1,500,000.00 | 1,575,136.50 | |
| | 2/26/2025 | AGENCY | 0.680% | INSIGHT | 994,330.00 | 1,000,000.00 | 1,000,000.00 | |
| | 2/28/2025 | TR NOTE | 0.508% | INSIGHT | 1,492,365.00 | 1,500,000.00 | 1,533,925.78 | |
| | 3/28/2025 | AGENCY | 1.250% | INSIGHT | 1,486,995.00 | 1,500,000.00 | 1,494,500.00 | |
| | 3/28/2025 | AGENCY | 0.450% | INSIGHT | 1,486,680.00 | 1,500,000.00 | 1,500,000.00 | |
| | 3/31/2025 | TR NOTE | 0.669% | INSIGHT | 1,486,590.00 | 1,500,000.00 | 1,491,215.96 | |
| | 4/22/2025 | AGENCY | 0.625% | INSIGHT | 3,461,745.00 | 3,500,000.00 | 3,358,074.00 | |
| | 5/15/2025 | TR NOTE | 2.750% | INSIGHT | 1,989,000.00 | 2,000,000.00 | 1,958,991.08 | |
| | 6/17/2025 | AGENCY | 4.126% | INSIGHT | 1,966,380.00 | 2,000,000.00 | 1,948,596.00 | |
| | 6/30/2025 | AGENCY | 0.750% | INSIGHT | 1,966,020.00 | 2,000,000.00 | 2,000,000.00 | |
| | 7/15/2025 | TR NOTE | 4.233% | INSIGHT | 2,980,650.00 | 3,000,000.00 | 2,903,095.99 | |
| | 8/15/2025 | TR NOTE | 3.037% | INSIGHT | 1,972,240.00 | 2,000,000.00 | 1,937,506.70 | |
| | 9/15/2025 | TR NOTE | 4.187% | INSIGHT | 2,984,040.00 | 3,000,000.00 | 2,942,939.74 | |
| | 10/15/2025 | TR NOTE | 4.457% | INSIGHT | 1,500,375.00 | 1,500,000.00 | 1,491,386.71 | |
| | 10/31/2025 | TR NOTE | 3.167% | INSIGHT | 2,474,625.00 | 2,500,000.00 | 2,487,020.09 | |
| | 11/15/2025 | TR NOTE | 3.025% | INSIGHT | 1,965,780.00 | 2,000,000.00 | 1,951,959.83 | |
| | 12/15/2025 | TR NOTE | 5.023% | INSIGHT | 1,996,620.00 | 2,000,000.00 | 1,958,287.95 | |
| | | | | | | | | 36,694,910.00 |
| 2026 | 1/15/2026 | TR NOTE | 5.005% | INSIGHT | 3,986,680.00 | 4,000,000.00 | 3,957,669.66 | |
| | 2/25/2026 | AGENCY | 3.577% | INSIGHT | 1,484,550.00 | 1,500,000.00 | 1,487,659.50 | |
| | 3/31/2026 | TR NOTE | 4.144% | INSIGHT | 2,927,550.00 | 3,000,000.00 | 2,816,142.86 | |
| | 4/15/2026 | TR NOTE | 3.750% | INSIGHT | 1,987,320.00 | 2,000,000.00 | 1,963,131.70 | |
| | 5/26/2026 | AGENCY | 5.015% | INSIGHT | 1,889,799.45 | 1,965,000.00 | 1,797,385.50 | |
| | 6/16/2026 | AGENCY | 4.203% | INSIGHT | 2,968,860.00 | 3,000,000.00 | 2,928,240.00 | |
| | 7/15/2026 | TR NOTE | 4.500% | INSIGHT | 2,007,200.00 | 2,000,000.00 | 2,032,116.08 | |
| | 7/27/2026 | AGENCY | 4.412% | INSIGHT | 1,505,190.00 | 1,500,000.00 | 1,504,590.00 | |
| | 8/14/2026 | AGENCY | 4.731% | INSIGHT | 1,505,880.00 | 1,500,000.00 | 1,490,415.00 | |
| | 9/11/2026 | AGENCY | 4.963% | INSIGHT | 2,019,720.00 | 2,000,000.00 | 1,995,156.00 | |
| | 10/15/2026 | TR NOTE | 4.847% | INSIGHT | 3,018,360.00 | 3,000,000.00 | 2,981,611.61 | |
| | 11/15/2026 | TR NOTE | 4.852% | INSIGHT | 1,919,520.00 | 2,000,000.00 | 1,838,131.70 | |
| | 12/18/2026 | AGENCY | 4.790% | INSIGHT | 1,764,171.50 | 1,885,000.00 | 1,675,380.46 | |
| | | | | | | | | 28,984,800.95 |
| 2027 | 1/15/2027 | TR NOTE | 4.082% | INSIGHT | 3,980,320.00 | 4,000,000.00 | 4,016,888.40 | |
| | 2/15/2027 | TR NOTE | 4.267% | INSIGHT | 1,495,920.00 | 1,500,000.00 | 1,495,669.09 | |
| | 3/15/2027 | TR NOTE | 3.463% | INSIGHT | 1,999,480.00 | 2,000,000.00 | 2,036,959.83 | |
| | 3/31/2027 | TR NOTE | 4.071% | INSIGHT | 1,444,350.00 | 1,500,000.00 | 1,406,430.81 | |
| | 4/30/2027 | TR NOTE | 4.867% | INSIGHT | 1,450,155.00 | 1,500,000.00 | 1,398,930.81 | |
| | 5/5/2027 | TR NOTE | 4.265% | INSIGHT | 1,507,470.00 | 1,500,000.00 | 1,508,266.74 | |
| | 6/30/2027 | TR NOTE | 3.701% | INSIGHT | 2,929,650.00 | 3,000,000.00 | 2,943,867.19 | |
| | 7/15/2027 | TR NOTE | 4.111% | INSIGHT | 1,503,855.00 | 1,500,000.00 | 1,509,965.96 | |
| | 8/15/2027 | TR NOTE | 4.510% | INSIGHT | 1,853,553.00 | 1,950,000.00 | 1,799,643.25 | |
| | 9/30/2027 | TR NOTE | 4.005% | INSIGHT | 1,494,075.00 | 1,500,000.00 | 1,507,851.56 | |
| | 10/13/2027 | AGENCY | 4.885% | INSIGHT | 3,033,810.00 | 3,000,000.00 | 2,985,456.00 | |
| | 11/15/2027 | TR NOTE | 2.250% | INSIGHT | 1,890,940.00 | 2,000,000.00 | 1,927,819.20 | |
| | 11/30/2027 | TR NOTE | 4.513% | INSIGHT | 1,680,807.00 | 1,700,000.00 | 1,658,701.01 | |
| | 12/1/2027 | AGENCY | 3.803% | INSIGHT | 1,490,985.00 | 1,500,000.00 | 1,520,295.00 | |
| | 12/10/2027 | AGENCY | 4.140% | INSIGHT | 995,120.00 | 1,000,000.00 | 999,570.00 | |
| | | | | | | | | 28,750,490.00 |
| 2028 | 1/31/2028 | TR NOTE | 3.470% | INSIGHT | 2,931,240.00 | 3,000,000.00 | 3,002,705.36 | |
| | 2/29/2028 | TR NOTE | 4.736% | INSIGHT | 1,981,820.00 | 2,000,000.00 | 1,942,272.32 | |
| | 3/10/2028 | AGENCY | 3.539% | INSIGHT | 1,580,969.25 | 1,575,000.00 | 1,641,386.25 | |
| | 5/15/2028 | TR NOTE | 3.490% | INSIGHT | 2,865,600.00 | 3,000,000.00 | 2,937,431.92 | |
| | 6/30/2028 | AGENCY | 4.433% | INSIGHT | 1,488,675.00 | 1,500,000.00 | 1,471,840.50 | |
| | 7/31/2028 | TR NOTE | 4.825% | INSIGHT | 1,489,650.00 | 1,500,000.00 | 1,455,825.34 | |
| | 8/28/2028 | AGENCY | 4.454% | INSIGHT | 1,811,142.00 | 1,800,000.00 | 1,803,792.60 | |
| | 9/22/2028 | AGENCY | 4.779% | INSIGHT | 2,009,940.00 | 2,000,000.00 | 1,975,600.00 | |
| | 10/31/2028 | TR NOTE | 4.875% | INSIGHT | 3,053,940.00 | 3,000,000.00 | 3,157,744.43 | |
| | 11/24/2028 | AGENCY | 4.350% | INSIGHT | 1,497,720.00 | 1,500,000.00 | 1,490,700.00 | |
| | 11/30/2028 | AGENCY | 1.500% | INSIGHT | 1,500,615.00 | 1,500,000.00 | 1,487,758.93 | |
| | | | | | | | | 22,211,311.25 |
| 2029 | 1/31/2029 | TR NOTE | 4.375% | INSIGHT | 986,300.00 | 1,000,000.00 | 984,378.35 | |
| | 2/28/2029 | TR NOTE | 0.350% | INSIGHT | 995,330.00 | 1,000,000.00 | 983,011.16 | |
| | 4/10/2029 | AGENCY | 4.000% | INSIGHT | 1,498,770.00 | 1,500,000.00 | 1,485,489.00 | |
| | 5/31/2029 | TR NOTE | 4.500% | INSIGHT | 1,004,780.00 | 1,000,000.00 | 1,003,128.35 | |
| | 6/8/2029 | AGENCY | 3.789% | INSIGHT | 2,018,040.00 | 2,000,000.00 | 2,072,500.00 | |
| | 7/31/2029 | TR NOTE | 4.000% | INSIGHT | 2,952,450.00 | 3,000,000.00 | 3,067,744.42 | |
| | 8/31/2029 | TR NOTE | 3.125% | INSIGHT | 2,841,570.00 | 3,000,000.00 | 2,948,095.99 | |
| | 9/30/2029 | AGENCY | 3.521% | INSIGHT | 1,683,395.00 | 1,750,000.00 | 1,748,295.50 | |
| | 10/31/2029 | TR NOTE | 4.114% | INSIGHT | 2,471,200.00 | 2,500,000.00 | 2,501,180.25 | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 16,451,835.00 |
| | | | 3.702% | | 133,093,347.20 | 149,292,377.38 | 147,625,273.80 | 147,760,724.58 |

**AVERAGE MATURITY (YEARS):** 1.95




| | | |
|---|---|---|
| POOLS | $14,667,377.38 | 9.93% |
| TR NOTES | $83,493,370.00 | 56.51% |
| AGENCIES | $49,599,977.20 | 33.57% |
| TOTAL | $147,760,724.58 | 100.00% |

| COMPARATIVE RETURNS | | | |
|---|---|---|---|
| | City Portfolio | 1-Yr TR | 2-Yr TR |
| Current Quarter | 3.76% | 4.01% | 4.29% |
| Prior Quarter | 3.75% | 3.87% | 3.62% |
| 1 Year Ago | 3.17% | 4.96% | 4.47% |

| | |
|---|---|
| * INSIGHT: | $133,093,347.20 |
| *ASSIGNED TO CITY: | $14,667,377.38 |
| | $147,760,724.58 |

BIRMINGHAM
A WALKABLE CITY

# MEMORANDUM

Engineering Department

**DATE:** February 18, 2025

**TO:** Jana L. Ecker, City Manager

**FROM:** Melissa A. Coatta, City Engineer

**SUBJECT:** N. Adams Road Paving Project #12-24(P)

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The purpose of this report is to update the City Commission on the status of the N. Adams Road Diet and Paving Project and the investigation of providing a sidewalk on the west side of Adams Road and across the Adams Road bridge. The motion passed by the City Commission at the March 4, 2024 meeting stated, "*To direct the Engineering Department to proceed with the final design of the North Adams Road Project from Madison Street to the northern City limits to reduce the existing 4 lanes to 3 lanes, and to investigate installing a sidewalk on the west side of Adams Road to the northern City limits.*"

As part of the design of the N. Adams Road Paving Project, our structural engineering consultants verified that adding a sidewalk to the west side of the existing Adams Road bridge, as part of the sidewalk extension, was feasible. Design considerations were then reviewed on how the sidewalk would be extended along Adams Road and how it would be incorporated into the existing bridge.

**Design Considerations**

Due to the Adams Road Diet approved by the City Commission, the layout on Adams Road from the northern City limits to Madison Street would be reduced from four lanes to three lanes. This would present the opportunity to incorporate a sidewalk on the west side of Adams Road across the Adams Road bridge. The considerations in placing a sidewalk on the west side of the road were as follows:

- The new sidewalk would extend from the existing Bloomfield Township safety path, which ends at the northern City limits, and extend the sidewalk south to tie into the existing sidewalk at Abbey Street. Due to the topography south of the bridge, the sidewalk would not be able to provide a ramp and tie into Putney Street north of Abbey.
- The aesthetics and layout of the new sidewalk on the west side of the bridge would not match the existing sidewalk layout on the east side of the bridge. The east side consists of an ornamental brick wall and barrier that were fabricated as part of the bridge deck. The wall on the west side of the bridge is concrete and the barrier to separate the sidewalk

from southbound traffic would need to consist of concrete Jersey barrier sections attached to the bridge deck.

- The electrical and light poles on the east side of the bridge are incorporated into the pillars. In order to place lighting on the west side of the bridge, electrical conduit will need to be extended to that side and lighting fastened to the outside of the bridge. The possibility of matching the light poles on the east side or installing different types of light would need to be further researched.
- A new surface would not be incorporated into the bridge deck for the new sidewalk. The sidewalk surface would be the existing bridge.
- Adams Road and the bridge are owned by the City of Birmingham. However, the Michigan Department of Transportation (MDOT) must approve the Jersey barrier wall between the new sidewalk and southbound traffic for safety considerations. The barrier wall sections are to be attached to the bridge deck with an adhesive. MDOT generally prefers the barrier wall to be fabricated as part of the bridge deck and not attached to the deck separately.

**Fiscal Impacts:**
The Adams Road Project was put out for bids asking bidders to bid on two "Alternatives". Alternative 1 included installing the new sidewalk along the west side of Adams Road, and Alternative 2 would grade the west side of Adams Road for a sidewalk layout but not install the sidewalk. This option affords the opportunity to not install the sidewalk as part of this project but to come back at a future date and install the sidewalk without large scale regrading.

The budget for this project as well as the low bids for each Alternative are outlined in the following table:

| | | 10% Contingencies | Total |
|---|---|---|---|
| Construction Budget | $ 2,166,980.00 | $ 216,698.00 | $ 2,383,678.00 |
| Alternative 1 Low Bid (Sidewalk) | $ 2,445,366.10 | $ 244,536.61 | $ 2,689,902.71 |
| Alternative 2 Low Bid (No Sidewalk) | $ 2,289,787.75 | $ 228,978.78 | $ 2,518,766.53 |

The difference in the low bids for each alternative is $171,136.19. However, both low bids exceed the budget for construction. It should be noted that the present bids do not include extending electrical service to the west side of the bridge and installing lighting. That would need to be included in a separate project at an additional cost.

**Determination**
The improvements to the bridge portion of the project are currently being reviewed by MDOT and approval or disapproval may not be provided for some time. Due to the uncertainty of approval, the construction of the sidewalk exceeding budget by over $300,000, and the design of electrical and lighting needed, the Engineering Department is recommending that the sidewalk extension not be completed as part of the Adams Road Paving Project. The City Commission may elect to install the sidewalk and lighting improvements in a future project and budget if desired.

# QUARTERLY REPORT
## January 2025

| BOARD OF TRUSTEES | |
|---|---|
| | |
| **Representative** | **Municipality** |
| Shawn Young | City of Berkley |
| Neil Johnston | Village of Beverly Hills |
| Jana Ecker | City of Birmingham |
| Trever Zablocki | City of Clawson |
| Jim Jameson | City of Ferndale |
| Andy LeCureaux | City of Hazel Park |
| Chris Wilson | City of Huntington Woods |
| Mike Greene | City of Lathrup Village |
| Dave DeCoster | City of Oak Park |
| Jim Breuckman | City of Pleasant Ridge |
| Aaron Filipski | City of Royal Oak |
| Kurt Bovensiep | City of Troy |

| OFFICERS | |
|---|---|
| Chairman: | C. Wilson |
| Vice Chair: | K. Bovensiep |
| Secretary: | A. LeCureaux |
| Advisory Committee: | C. Wilson<br>K. Bovensiep<br>A. LeCureaux<br>J. Breuckman |

| | |
|---|---|
| Eric Griffin | General Manager |
| Bob Jackovich | Operations Manager |

February 2025

Board of Trustees
SOCRRA

Subject: Quarterly Report - January 2025

Board Members:

Attached is a copy of SOCRRA's Quarterly Report covering the first six months of operation of the fiscal year 2025. The report contains a financial statement about the Authority's operation and an outline of projects in progress or completed during the quarter. The report also contains statistical information and other information of general interest to the members of this Authority.

## BOARD OF TRUSTEES

The governing body of the Authority is a Board of Trustees, consisting of one representative from each constituent municipality. The Board held its Organization Meeting on July 10, 2024, and members were elected to serve as Officers for the fiscal year beginning July 2024. Following is a list of the current officers:

| | |
|---|---|
| Chair: | Chris Wilson |
| Vice Chair: | Kurt Bovensiep |
| Secretary: | Andy LeCureaux |

Representatives on the Board are entitled to one vote for each 3,000 tons, or fraction thereof, of material delivered to the Authority during the preceding fiscal year. The number of votes of each constituent member for the fiscal year, beginning July 2024, is as follows:

| **Municipality** | **Material (Tons)** | **Votes** |
|---|---|---|
| Berkley | 10,001 | 4 |
| Beverly Hills | 6,492 | 3 |
| Birmingham | 15,273 | 6 |
| Clawson | 7,728 | 3 |
| Ferndale | 13,899 | 5 |
| Hazel Park | 8,207 | 3 |
| Huntington Woods | 4,145 | 2 |
| Lathrup Village | 2,819 | 1 |
| Oak Park | 13,932 | 5 |
| Pleasant Ridge | 2,000 | 1 |
| Royal Oak | 39,768 | 14 |
| Troy | 44,103 | 15 |
| **Total:** | **168,367** | **62** |

The Board meets in regular session once each month for the purpose of conducting all business coming before the Board.

The Authority is responsible for collecting recyclables, refuse and yard waste from the member communities and then recycling, disposing, or composting these materials. The Authority has

entered into contracts with the individual members for a period extending to July 1, 2027. These contracts obligate the Authority to handle this material, charging rates sufficient to pay the operating costs and capital improvements.

## FINANCIAL STATEMENT

The total net income for the first three months of fiscal year 2025 was $1,375,700 before depreciation. This was $823,562 higher than planned and is an increase from the net income of $1,001,329 for the same period of fiscal year 2023.

| | Actual | Variance from Budget |
|---|---|---|
| **Revenue** | $ 15,367,975 | $ +456,539 |
| **Expenses** | $ 13,819,720 | $ -107,710 |
| **Net Income** | $ 1,548,254 | $ +564,248 |

The increase in revenue was due primarily to increases in member services (+$201,204), tipping fees for non-member service (+$59,269), higher proceeds from the sale of recycled material (+$90,618) and higher miscellaneous revenue (+$103,268).

Expenses were lower than budget due to reduced costs for maintenance and labor at our transfer station (-$229,199) and compost site (-$15,410). Maintenance and labor exceeded the budget at the materials recovery facility (+$83,480) and in administrative and general (+$75,985). Additional financial details are attached.

## MATERIAL HANDLED

SOCRRA processed 123,126 tons of refuse, yard waste and recyclables during the first six months of the current fiscal year. The amount of refuse from the member communities increased by 412 tons (+0.8%) and the amount of recycling from the member communities decreased by 46 tons (-0.4%). Non-member refuse increased by 1,806 tons (8.6%) from the prior year. Non-member recycling decreased by 14.2%. Our recent history of tonnage handled is displayed in the table below:

| | FY2021 | FY2022 | FY2023 | FY2024 | FY2025 |
|---|---|---|---|---|---|
| Member Refuse | 58,323 | 57,616 | 52,859 | 53,697 | 54,109 |
| Non-Member Refuse | 19,323 | 24,959 | 24,865 | 20,885 | 22,691 |
| Member Recycling | 12,656 | 12,030 | 10,932 | 10,780 | 10,734 |
| Non-Member Recycling | 4,500 | 3,458 | 3,762 | 5,610 | 4,816 |
| Yard Waste | 33,431 | 28,298 | 31,107 | 30,929 | 30,776 |
| TOTAL | 128,233 | 126,361 | 123,525 | 121,901 | 123,126 |

## CAPITAL EXPENDITURES

Capital expenditures totaled $114,630 for the second quarter. These were payments for the compost screener and the horizontal grinder at the compost site in the past couple of years.

**RECYCLING OPERATIONS**

Revenue from the sale of recycled materials was 19.5% higher for the first half of the year compared with the first half of last year. The prices that we receive for our recycled commodities were strong throughout last fiscal year and have been strong through the first half of this year. In the second quarter we have had a decrease in the fiber (paper) prices, but not a severe decrease. Recycled commodity prices continue to be very volatile.

The MRF continues to operate well. Leadpoint and CEO, our suppliers of sorter labor at the MRF, have been able to fully staff the MRF on most days. We executed an addendum to the contract with Leadpoint to provide a wage adjustment for the sorters with an emphasis on tenured workers. The addendum provides a schedule of wage increases into 2026.

Our second robot was installed at the MRF in May of 2024 and is performing well. This robot, from start-up company Glacier Robotics, is partially funded by separate grants from the Polypropylene Recycling Coalition, Michigan EGLE, the Carton Council and the Food Service Packaging Institute.

At the end of last fiscal year we switched our glass vendor from Strategic Materials to Recycling Solutions. With Strategic Materials we were paying for the hauling to Chicago, which costs approximately $200,000 a year. With Recycling Solutions there is no hauling cost. Recycling Solutions has been performing well under the contract, regularly hauling the glass out which keeps it from becoming a problem.

We are continuing to process recyclables from other communities. We charge a tip fee for this service, and we sell the recycled products that result from this material. The revenue for recycling received from other communities was $496,746, an increase of 1% from the first half of FY2024. This is $148,746 above our budgeted amount.

SOCRRA was awarded a grant for $690,000 from the State of Michigan EGLE for an optical sorter. The process has been running slowly but we have provided EGLE with an updated budget and schedule. We hope to complete the grant contract in the third quarter.

Significant maintenance was performed on the baler at the MRF. MachineX, the equipment manufacturer, came into town to perform relining and re-alignment of the bailer, which included replacing worn parts and repairing several components of the baler. This is a critical piece of the operation and has required significant investment over the first half of the year.

**COLLECTION OPERATIONS**

SOCRRA’s operations have been normal throughout the first half of the fiscal year. Our collection contractors were on schedule throughout the quarter and collection is mostly running smoothly. On July 1, the GFL contract servicing Hazel Park, Oak Park, and Royal Oak, was assigned to Priority Waste. There have been issues during the transition, but service has steadily improved over the first six months. Most of the issues were related to communication and Priority not embracing the use of a Route Supervisor. They are also heavily dependent on technology, specifically cameras on their trucks for GPS tracking and monitoring collection. Initially trucks servicing our communities were GFL trucks that needed to be retro-fitted with cameras. Now all the trucks that regularly service SOCRRA do have cameras installed. We continue to monitor the issues with collection via the Priority portal which allows the communities to log collection issues.

**FALL LEAF SEASON**
Our operating plan for the fall leaf season used temporary, short-term storage of leaves at the DPW locations in Berkley, Birmingham, Clawson, Ferndale, Hazel Park and Royal Oak. SOCRRA hauled the stockpiled leaves from the DPW locations to the Compost Site. This operation worked very well. Fall operations were completed by mid-December.

During the winter months, residents of the SOCRRA communities can bring in up to 10 paper bags of yard waste per visit to our Troy Transfer Station for composting. We will continue this service until curbside collection of yard waste begins again on Monday April 7, 2025.

**RECYCLING DROP-OFF CENTER**
The SOCRRA recycling drop-off center continues to be open by appointment only for residents of the SOCRRA communities. Drop-off appointments are available through the SOCRRA website at hhw.socrra.org. We instituted appointments to reduce the number of residents at our site at any one time. This has reduced traffic congestion issues at our site so that the truck operations to get material into and out of the Transfer Station and MRF are not affected by resident drop-off traffic. We have made several changes in our appointment system that have resulted in next day appointments generally being available throughout the day with appointments available for eight to ten different days. We are also doing Saturday appointments twice each month.

In order to make our drop-off service more accessible, we are continuing to provide alternative locations, which do not require appointments, for residents to drop off household hazardous waste, recycle electronics, cardboard, scrap metal and to have paper shredding performed. The details about these alternatives are attached to this report and are available on the SOCRRA website at www.socrra.org/recycling-drop-off.

**PENSION FUNDING**
The SOCRRA Board approved incremental funding for the MERS defined benefit plan. This funding should serve to increase our funding level from the 86% level recorded as of December 31, 2023.

**ANNUAL AUDIT**
The annual audit report for the fiscal year 2024 was completed by our auditors, Plante & Moran. The audit was reviewed at the November 2024 SOCRRA Board meeting. The audit is an unqualified opinion, which is the best possible opinion. The auditors did not have to make any adjusting journal entries to properly close the books at the end of the year. The auditors concluded that the Authority's level of working capital increased by $ 92,216 during the fiscal year to 1.25% of the annual expenditures before depreciation. This is far from the goal of 7.5%. The net position of SOCRRA increased by $ $661,759 during the year.

Respectfully submitted,

Eric L Griffin
General Manager

## ALTERNATIVES AVAILABLE TO SOCRRA RESIDENTS FREE OF CHARGE

**ERG Environmental Services** Phone: 734-437-9650
**Electronics Recycling** and **Household Hazardous Waste Disposal** (computers, TVs, cell phones, VCRs, video equipment, paint, household cleaners, medications, sharps, auto fluids, pesticides, etc. – visit www.socrra.org for a complete list)

- Location: 13040 Merriman Road, Livonia (Use visitor entrance, enter off Industrial Road)
- Hours: Call for current hours
- Must have ID showing residency from a SOCRRA community, Bingham Farms, the City of Bloomfield Hills or Franklin Village or **printed** paper voucher for Rochester and Rochester Hills residents -- purchase from city
- Ring doorbell and RETURN TO YOUR CAR. Attendant with PPE will unload your items

**eCycle Opportunities (JVS facility)** Phone**:** 248-233-4477
**Electronics Recycling ONLY** (computers, TVs, cell phones, VCRs, video equipment, etc. – visit www.socrra.org for a complete list)

- Location: 29699 Southfield Road, Southfield – part of the JVS building
- Hours: Call for current hours
- Must be resident of a SOCRRA community, Bingham Farms, the City of Bloomfield Hills or Franklin Village or bring **printed** paper voucher for Rochester and Rochester Hills residents -- purchase from city
- Go to warehouse door on south side of building (next to Arby's), place electronics in bin or on ground if they are large. Ring doorbell for assistance with heavy items

**GFL Recycling** Phone: 248-541-4020
Drop-off **Paper Shredding** and **Cardboard/Paper** and **Scrap Metal Recycling**

- Location: 414 E. Hudson, Royal Oak
- Hours: M – F 7AM – 4PM
- Procedure: **MASKS ARE REQUIRED**
  - Shredding – main building entrance; NOT self-service – leave papers with attendant
  - Cardboard/Paper and Scrap Metal recycling -- drive into truck entrance; open top dumpsters to self-unload

**SOCRRA's main function is to provide and manage the CURBSIDE collection of trash, recycling and yard waste in our 12 SOCRRA communities and we remain open and fully functional for these ESSENTIAL services.**

**SOCRRA**
**INCOME STATEMENT**
**07/01/24 -12/31/24**

| | Period Actual | Period Budget | Variance |
|---|---|---|---|
| **REVENUES** | | | |
| **MUNICIPAL REFUSE** | | | |
| MEMBER MSW | 11,851,184 | 11,649,980 | 201,204 |
| MONTHLY SURCHARGE | 564,006 | 564,006 | 0 |
| NON-MEMBER MSW | 1,029,269 | 970,000 | 59,269 |
| NON-MEMBER YARD WASTE | 21,180 | 19,000 | 2,180 |
| **TOTAL MUNICIPAL REFUSE** | **13,465,639** | **13,202,986** | **262,653** |
| **SALE OF RECYCLED MATERIAL** | | | |
| MIXED PAPER | 296,233 | 212,000 | 84,233 |
| NEWSPAPER | 0 | 0 | 0 |
| CARDBOARD | 481,430 | 370,000 | 111,430 |
| SORTED OFFICE PAPER | 5,820 | 9,000 | (3,180) |
| PLASTICS | 138,425 | 130,000 | 8,425 |
| SCRAP METAL | 40,302 | 60,000 | (19,698) |
| ALUMINUM CANS | 123,800 | 102,000 | 21,800 |
| TIN CANS | 36,861 | 63,000 | (26,139) |
| MIXED RECYCLING - OTHERS | 496,746 | 580,000 | (83,254) |
| BATTERIES | 0 | 3,000 | (3,000) |
| **TOTAL SALE OF RECYCLED MATERIAL** | **1,619,618** | **1,529,000** | **90,618** |
| **OTHER INCOME** | | | |
| COMPOST | 37,007 | 25,000 | 12,007 |
| RENTAL INCOME | 113,000 | 68,450 | 44,550 |
| INTEREST ON INVESTMENTS | 75,197 | 73,000 | 2,197 |
| GRANT REVENUE | 0 | 0 | 0 |
| MISC INCOME | 57,514 | 13,000 | 44,514 |
| **TOTAL OTHER INCOME** | **282,718** | **179,450** | **103,268** |
| **TOTAL REVENUES** | **15,367,975** | **14,911,436** | **456,539** |
| | | | |
| **EXPENSES** | | | |
| MADISON HEIGHTS TRANSFER STATION | 17,824 | 24,200 | (6,376) |
| TROY TRANSFER STATION | 1,724,401 | 1,953,600 | (229,199) |
| MATERIAL RECOVERY FACILITY | 1,569,180 | 1,485,700 | 83,480 |
| HOUSEHOLD HAZARDOUS WASTE | 299,305 | 326,880 | (27,575) |
| COMPOST FACILITY | 398,840 | 414,250 | (15,410) |
| ADMINISTRATIVE AND GENERAL | 1,084,785 | 1,008,800 | 75,985 |
| COLLECTION CONTRACT EXPENSES | 5,925,132 | 5,900,000 | 25,132 |
| IN TRANSIT | 2,800,254 | 2,814,000 | (13,746) |
| **TOTAL EXPENSE** | **13,819,720** | **13,927,430** | **(107,710)** |
| | | | |
| **NET INCOME BEFORE DEPRECIATION** | **1,548,254** | **984,006** | **564,248** |
| | | | |
| DEPRECIATION | 513,936 | | |
| | | | |
| **NET INCOME** | **1,034,318** | | |

**SOCRRA**
**INCOME STATEMENT COMPARED TO TOTAL BUDGET**
**07/01/24 - 12/31/24**

| | Period Actual | Total Budget 2024-2025 | Remaining Budget | % Received or Expended |
|---|---|---|---|---|
| **REVENUES** | | | | |
| **MUNICIPAL REFUSE** | | | | |
| MEMBER MSW | 11,851,184 | 23,300,000 | 11,448,816 | 51% |
| MONTHLY SURCHARGE | 564,006 | 1,128,012 | 564,006 | 50% |
| NON-MEMBER MSW | 1,029,269 | 1,871,000 | 841,731 | 55% |
| NON-MEMBER YARD WASTE | 21,180 | 30,000 | 8,820 | 71% |
| **TOTAL MUNICIPAL REFUSE** | **13,465,639** | **26,329,012** | **12,863,373** | **51%** |
| **SALE OF RECYCLED MATERIAL** | | | | |
| MIXED PAPER | 296,233 | 380,000 | 83,767 | 78% |
| NEWSPAPER | 0 | 0 | 0 | 0% |
| CARDBOARD | 481,430 | 710,000 | 228,570 | 68% |
| SORTED OFFICE PAPER | 5,820 | 15,000 | 9,180 | 39% |
| PLASTICS | 138,425 | 250,000 | 111,575 | 55% |
| SCRAP METAL | 40,302 | 114,000 | 73,698 | 35% |
| ALUMINUM CANS | 123,800 | 200,000 | 76,200 | 62% |
| TIN CANS | 36,861 | 116,000 | 79,139 | 32% |
| MIXED RECYCLING - OTHERS | 496,746 | 1,050,000 | 553,254 | 47% |
| BATTERIES | 0 | 5,000 | 5,000 | 0% |
| **TOTAL SALE OF RECYCLED MATERIAL** | **1,619,618** | **2,840,000** | **1,220,382** | **57%** |
| **OTHER INCOME** | | | | |
| COMPOST | 37,007 | 160,000 | 122,993 | 23% |
| RENTAL INCOME | 113,000 | 137,000 | 24,000 | 82% |
| INTEREST ON INVESTMENTS | 75,197 | 134,000 | 58,803 | 56% |
| GRANT REVENUE | 0 | 0 | 0 | 0% |
| MISC INCOME | 57,514 | 25,000 | (32,514) | 230% |
| **TOTAL OTHER INCOME** | **282,718** | **456,000** | **173,282** | **62%** |
| **TOTAL REVENUES** | **15,367,975** | **29,625,012** | **14,257,037** | 52% |
| | | | | |
| **EXPENSES** | | | | |
| MADISON HEIGHTS TRANSFER STATION | 17,824 | 48,000 | 30,176 | 37% |
| TROY TRANSFER STATION | 1,724,401 | 4,926,200 | 3,201,799 | 35% |
| MATERIAL RECOVERY FACILITY | 1,569,180 | 2,961,400 | 1,392,220 | 53% |
| HOUSEHOLD HAZARDOUS WASTE | 299,305 | 623,400 | 324,095 | 48% |
| COMPOST FACILITY | 398,840 | 826,000 | 427,160 | 48% |
| ADMINISTRATIVE AND GENERAL | 1,084,785 | 1,652,900 | 568,115 | 66% |
| COLLECTION CONTRACT EXPENSES | 5,925,132 | 16,200,000 | 10,274,868 | 37% |
| IN TRANSIT | 2,800,254 | 0 | (2,800,254) | 0% |
| **TOTAL EXPENSE** | **13,819,720** | **27,237,900** | **13,418,180** | 51% |
| | | | | |
| **NET INCOME BEFORE DEPRECIATION** | **1,548,254** | **2,387,112** | **838,858** | 65% |

**SOCRRA**
**COMPARATIVE STATEMENT**
**07/01/24 - 12/31/24**

| | Period Actual 2024-2025 | Period Actual 2023-2024 | Over/(Under) |
|---|---|---|---|
| **REVENUES** | | | |
| **MUNICIPAL REFUSE** | | | |
| MEMBER MSW | 11,851,184 | 11,310,696 | 540,488 |
| MONTHLY SURCHARGE | 564,006 | 564,006 | 0 |
| NON-MEMBER MSW | 1,029,269 | 1,120,000 | (90,731) |
| NON-MEMBER YARD WASTE | 21,180 | 24,000 | (2,820) |
| **TOTAL MUNICIPAL REFUSE** | **13,465,639** | **13,018,702** | **446,937** |
| **SALE OF RECYCLED MATERIAL** | | | |
| MIXED PAPER | 296,233 | 122,000 | 174,233 |
| NEWSPAPER | 0 | 3,000 | (3,000) |
| CARDBOARD | 481,430 | 223,000 | 258,430 |
| SORTED OFFICE PAPER | 5,820 | 12,000 | (6,180) |
| PLASTICS | 138,425 | 130,000 | 8,425 |
| SCRAP METAL | 40,302 | 42,000 | (1,698) |
| ALUMINUM CANS | 123,800 | 72,000 | 51,800 |
| TIN CANS | 36,861 | 53,000 | (16,139) |
| MIXED RECYCLING - OTHERS | 496,746 | 348,000 | 148,746 |
| BATTERIES | 0 | 2,500 | (2,500) |
| **TOTAL SALE OF RECYCLED MATERIAL** | **1,619,618** | **1,007,500** | **612,118** |
| **OTHER INCOME** | | | |
| COMPOST | 37,007 | 55,000 | (17,993) |
| RENTAL INCOME | 113,000 | 62,000 | 51,000 |
| INTEREST ON INVESTMENTS | 75,197 | 41,000 | 34,197 |
| GRANT REVENUE | 0 | 0 | 0 |
| MISC INCOME | 57,514 | 13,000 | 44,514 |
| **TOTAL OTHER INCOME** | **282,718** | **171,000** | **111,718** |
| **TOTAL REVENUES** | **15,367,975** | **14,197,202** | **1,170,773** |
| | | | |
| **EXPENSES** | | | |
| MADISON HEIGHTS TRANSFER STATION | 17,824 | 25,600 | (7,776) |
| TROY TRANSFER STATION | 1,724,401 | 1,926,700 | (202,299) |
| MATERIAL RECOVERY FACILITY | 1,569,180 | 1,320,200 | 248,980 |
| HOUSEHOLD HAZARDOUS WASTE | 299,305 | 248,500 | 50,805 |
| COMPOST FACILITY | 398,840 | 342,600 | 56,240 |
| ADMINISTRATIVE AND GENERAL | 1,084,785 | 811,700 | 273,085 |
| COLLECTION CONTRACT EXPENSES | 5,925,132 | 5,766,668 | 158,464 |
| IN TRANSIT | 2,800,254 | 3,712,005 | (911,751) |
| **TOTAL EXPENSES** | **13,819,720** | **14,153,973** | **(334,253)** |
| | | | |
| **NET INCOME BEFORE DEPRECIATION** | **1,548,254** | **43,229** | **1,505,026** |
| | | | |
| DEPRECIATION | 513,936 | 492,651 | |
| | | | |
| **NET INCOME** | **1,034,318** | **(449,422)** | |

**SOCRRA**
**INCOME STATEMENT & TONS**
**07/01/24 - 12/31/24**

| | TOTAL TONS | AMOUNT |
|---|---|---|
| **REVENUES** | | |
| MEMBER SERVICES | 54,109 | 12,415,190 |
| NON-MEMBER MSW | 22,691 | 1,029,269 |
| **YARD WASTE** | | |
| MEMBER | 30,763 | 0 |
| NON MEMBER | 13 | 21,180 |
| **RECYCLABLES** | | |
| MEMBERS | 10,734 | 0 |
| NON MEMBER | 4,816 | 0 |
| **TOTAL MUNICIPAL REFUSE** | **123,126** | **13,465,639** |
| | | |
| **SALE OF RECYCLED MATERIAL** | | |
| MIXED PAPER | | 296,233 |
| NEWSPAPER | | 0 |
| CARDBOARD | | 481,430 |
| SORTED OFFICE PAPER | | 5,820 |
| PLASTICS | | 138,425 |
| SCRAP METAL | | 40,302 |
| ALUMINUM CANS | | 123,800 |
| TIN CANS | | 36,861 |
| MIXED RECYCLING - OTHERS | | 496,746 |
| BATTERIES | | 0 |
| **TOTAL SALE OF RECYCLED MATERIAL** | | **1,619,618** |
| | | |
| **OTHER INCOME** | | |
| COMPOST | | 37,007 |
| RENTAL INCOME | | 113,000 |
| INTEREST ON INVESTMENTS | | 75,197 |
| GRANT REVENUE | | 0 |
| MISC INCOME | | 57,514 |
| **TOTAL OTHER INCOME** | | **282,718** |
| **TOTAL REVENUES** | | **15,367,975** |
| | | |
| **EXPENSES** | | |
| MADISON HEIGHTS TRANSFER STATION | | 17,824 |
| TROY TRANSFER STATION | | 1,724,401 |
| MATERIAL RECOVERY FACILITY | | 1,569,180 |
| HOUSEHOLD HAZARDOUS WASTE | | 299,305 |
| COMPOST FACILITY | | 398,840 |
| ADMINISTRATIVE AND GENERAL | | 1,084,785 |
| COLLECTION CONTRACT EXPENSES | | 5,925,132 |
| IN TRANSIT | | 2,800,254 |
| **TOTAL EXPENSES** | | **13,819,720** |
| | | |
| **NET INCOME BEFORE DEPRECIATION** | | **1,548,254** |

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**SOCRRA**
**TOTAL SERVICE CHARGES**
**07/01/24 - 12/31/24**

| MUNICIPALITY | TONS | SERVICE CHARGES |
|---|---|---|
| BERKLEY | 5,995 | 650,536 |
| BEVERLY HILLS | 3,629 | 450,430 |
| BIRMINGHAM | 8,827 | 1,005,993 |
| CLAWSON | 4,323 | 588,059 |
| FERNDALE | 7,141 | 1,243,154 |
| HAZEL PARK | 5,043 | 773,667 |
| HUNTINGTON WOODS | 2,404 | 241,496 |
| LATHRUP VILLAGE | 1,636 | 201,392 |
| OAK PARK | 7,805 | 1,143,604 |
| PLEASANT RIDGE | 1,236 | 127,399 |
| ROYAL OAK | 22,904 | 2,993,303 |
| TROY | 24,661 | 2,996,588 |
| **TOTAL MEMBER** | **95,604** | **12,415,621** |
| **TOTAL OTHER CUSTOMERS** | **27,520** | **1,050,449** |
| **GRAND TOTAL** | **123,124** | **13,466,070** |

**SOCRRA**
**Capital Expenditures**
**07/01/24 - 12/31/24**

| **Capital Asset Expenditures** | |
|---|---|
| | |
| **Total Asset Exepnditures** | **0** |

| **Capital Asset Debt Service** | |
|---|---|
| Compost Screener Principal Payments | 23,371 |
| Compost Grinder Principal Payments | 66,977 |
| Total Interest on Capital Asset Debt | 24,282 |
| **Total Debt Service** | **114,630** |
| **Total Capital Expenditures** | **114,630** |

# QUARTERLY REPORT
## January 2025

| BOARD OF TRUSTEES | |
|---|---|
| | |
| **Representative** | **Municipality** |
| Shawn Young | City of Berkley |
| Neil Johnston | Village of Beverly Hills |
| Ken Marten | Village of Bingham Farms |
| Melissa Coatta | City of Birmingham |
| Trever Zablocki | City of Clawson |
| Rocco Fortura | City of Huntington Woods |
| Mike Greene | City of Lathrup Village |
| Jim Breuckman | City of Pleasant Ridge |
| Aaron Filipski | City of Royal Oak |
| Abdul Siddiqui | City of Southfield |
| Neil Johnston | Township of Southfield |

| OFFICERS | |
|---|---|
| | |
| Chair: | J. Breuckman |
| Vice Chairman: | A. Filipski |
| Secretary: | R. Fortura |
| Advisory Committee: | Breuckman, Filipski, Fortura, Zablocki |

| | |
|---|---|
| Eric Griffin | General Manager |
| Bob Jackovich | Operations Manager |

January 2025

Board of Trustees
Southeastern Oakland County Water Authority

Subject: Quarterly Report – January 2025

Board Members:

Attached is a copy of the Southeastern Oakland County Water Authority's Quarterly Report covering the first six months of operation of the fiscal year 2025. The report contains a financial statement of the Authority's operation and an outline of projects in progress or completed during the quarter. The report also contains statistical information and other information of general interest to the members of this Authority.

## FINANCIAL STATEMENT

The total net income before depreciation for the first 6 months of fiscal year 2025 was $260,569. This was $140,262 lower than budgeted but is higher than the net income of $207,781 for the first 6 months of FY2024.

| | Actual | Compared to Budget |
|---|---|---|
| Revenue | $15,364,471 | - $591,373 |
| Expenses | $15,103,902 | - $451,111 |
| Net Income (before depreciation) | $260,569 | - $140,262 |

Net income at this time of year decreases as GLWA collects 60% of their revenue through a fixed monthly charge and volumes are lower. This results in a high fixed monthly charge but a low cost per thousand cubic feet purchased. In the first quarter of the year, our GLWA water bills were significantly less than our water sales revenue. Our GLWA water bills are higher than our water sales revenue in the colder months. We will be using some of the net income for the first quarter to pay these higher water bills later in the fiscal year. This contributed to SOCWA changing their rate structure to 25% fixed charge so the deficit through the winter months will be lower.

The decrease in revenue was almost completely due to lower than planned water sales (-$720,339). Expenses were lower than planned due to lower expenses for water purchases (-$391,646).

The decrease in revenue was primarily due to lower than planned water sales to the member communities (-$413,857) and to Bloomfield Hills and Bloomfield Twp. (-$306,481) which were partially offset by higher than planned interest income (+$22,535).

The decrease in expenses was due largely to lower costs for water purchased (-$391,646), utilities and grounds (-$55,189), and meters and mains (-$67,049). Capital expenditures for the first six months of the fiscal year totaled $109,182 and were for purchase of a vehicle ($42,307) and for the completion of the Webster isolation valves ($66,875).

## WATER SALES

This table is the record of SOCWA water sales volumes for the period July 1 through December 31. The six-month record shows a 2.5% increase in water sales volume during the current fiscal year compared with the same period of the previous fiscal year. FY23 was historically low. Precipitation was much higher than normal for July and August. Water sales were lower than the previous year for all six months of the period.

### WATER SALES – DAILY AVERAGE (MGD)

| Month | 2020 | 2021 | 2022 | 2023 | 2024 | Over/Under 2023 |
|---|---|---|---|---|---|---|
| July | 44.53 | 30.75 | 39.81 | 33.77 | 31.50 | (2.27) |
| August | 39.57 | 33.02 | 37.13 | 31.19 | 30.21 | (0.98) |
| September | 31.16 | 29.77 | 34.10 | 28.27 | 31.51 | 3.24 |
| October | 22.88 | 22.51 | 24.52 | 21.26 | 23.45 | 2.19 |
| November | 19.78 | 20.68 | 21.00 | 18.69 | 19.13 | 0.44 |
| December | 19.73 | 20.74 | 21.02 | 18.46 | 19.72 | 1.26 |
| | | | | | | |
| Daily Avg (MGD) | 29.65 | 26.26 | 29.62 | 25.29 | 25.93 | 0.63 |
| Variance | | -11.5% | 12.8% | -14.6% | 2.5% | |

### PRECIPITATION - INCHES

| Month | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|---|
| July | 7.15 | 2.46 | 7.15 | 3.06 | 4.25 | 7.45 |
| August | 3.04 | 7.31 | 5.64 | 4.93 | 5.47 | 6.47 |
| September | 4.84 | 2.72 | 6.00 | 1.89 | 1.42 | 0.66 |
| October | 4.97 | 3.27 | 6.20 | 0.53 | 3.14 | 1.89 |
| November | 1.52 | 2.49 | 2.39 | 1.28 | 1.19 | 1.82 |
| December | 2.60 | 5.30 | 4.30 | 2.60 | 3.40 | 2.50 |
| | | | | | | |
| Total: | 24.12 | 23.55 | 31.68 | 14.29 | 18.87 | 20.79 |

## MAJOR PROJECTS

### GLWA WATER RATES

GLWA will be announcing the rates for fiscal year 2026 in January. GLWA has concluded the ten-year promise of keeping budget increases below 4%. GLWA has signaled that that rates will be over 4% and in an October GLWA Board workshop they projected a 6.3% budget increase. SOCWA water rate estimates for fiscal year 2026 will be provided to the SOCWA Board at their February meeting.

### GREAT LAKES WATER AUTHORITY (GLWA) ISSUES

GLWA became operational on January 1, 2016. The GLWA website, www.glwater.org, is a great source of information regarding GLWA. The agendas and minutes for all Board and Board Committee meetings are posted along with procurement information about all projects being performed by GLWA.

GLWA Customer Outreach Program

GLWA is continuing to utilize the same Customer Outreach Program that DWSD has used for many years. SOCWA staff is continuing to participate in the GLWA Customer Outreach Process. I serve as the water Analytical Workgroup (AWG) member partner representative help shape the program. Significant progress has been made in improving the level of communication and understanding between GLWA and its customers through this process, which will be a continuing effort. SOCWA continues to be a strong proponent of GLWA's customer partnering process. The Customer Outreach Program continues to be very important in maintaining the good relationship between GLWA and its customers.

GLWA Board of Directors

Mr. Mark Miller, the GLWA Director representing the State of Michigan, was elected Board Chair for 2025. Mr. Miller replaces Mr. Brian Baker, the GLWA Director representing Macomb County who was Board Chair for 2024. GLWA is using an annual rotation for Board Officers.

### WATER SERVICE REPLACEMENT CONTRACT

SOCWA has contracts in place that can be used by the member communities for the replacement of lead water services and for verifying the material type for service lines of unknown material type. The member communities with lead water services will need to replace 5% to 7% of those services each year under the new State of Michigan lead and copper rules. Having a contractor available for all the member communities could help to reduce the cost of performing this required work. Several communities have begun to use the services of the lead service line replacement contractor.

### ANNUAL AUDIT

The audit report for the fiscal year 2024 was completed by our auditors, Plante & Moran, and was reviewed at the November SOCWA Board meeting. The audit found the Authority to be in complete conformity with generally accepted accounting practices. The auditors concluded that the Authority's level of working capital decreased by $1.3 million in the fiscal year due to low water sales. Working capital continues to be maintained above the goal level established by the Board. The net position of SOCWA decreased by $1,432,451 during the year.

Respectfully submitted,

Eric Griffin
General Manager

**SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY**
**INCOME STATEMENT**
**07/01/24 -12/31/24**

| | Period Actual | Period Budget | Variance |
|---|---|---|---|
| **REVENUES** | | | |
| SALE OF WATER MEMBERS | 9,565,285 | 9,979,142 | (413,857) |
| SALE OF WATER OTHERS | 5,487,699 | 5,794,180 | (306,481) |
| **TOTAL SALE OF WATER REVENUES** | **15,052,983** | **15,773,322** | **(720,339)** |
| RENTALS | 63,690 | 67,522 | (3,832) |
| WATER ANALYSIS | 0 | 3,000 | (3,000) |
| INTEREST ON INVESTMENTS | 222,535 | 110,000 | 112,535 |
| MISCELLANEOUS REVENUES | 25,263 | 2,000 | 23,263 |
| **TOTAL OTHER REVENUES** | **311,488** | **182,522** | **128,966** |
| **TOTAL REVENUES** | **15,364,471** | **15,955,844** | **(591,373)** |
| LEAD SERVICE REPLACEMENT | 1,443,783 | 1,300,000 | 143,783 |
| **EXPENSES** | | | |
| PURCHASE OF WATER FOR RESALE | 7,522,354 | 7,914,000 | (391,646) |
| POWER, PUMPING & GROUNDS WEBSTER | 297,344 | 307,450 | (10,106) |
| POWER, PUMPING & GROUNDS | 127,150 | 172,233 | (45,083) |
| COMPUTER OPERATIONS | 53,161 | 53,750 | (589) |
| PURIFICATION | 61,176 | 91,200 | (30,024) |
| METERS & MAINS | 65,102 | 132,151 | (67,049) |
| ADMINISTRATION & GENERAL | 558,446 | 500,900 | 57,546 |
| WATER IN TRANSIT | 6,419,169 | 6,383,329 | 35,840 |
| **TOTAL EXPENSES** | **15,103,902** | **15,555,013** | **(451,111)** |
| LEAD SERVICE LINE REPLACEMENT | 1,000,992 | 1,300,000 | (299,008) |
| **NET INCOME BEFORE DEPRECIATION** | **260,569** | **400,831** | **(140,262)** |
| DEPRECIATION | 309,258 | | |
| **NET INCOME** | **(48,689)** | | |

**SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY**
**STATEMENT OF REVENUES AND EXPENDITURES COMPARED WITH TOTAL BUDGET**
**07/01/24 - 12/31/24**

| | Period Actual | Total Budget 2024-2025 | Remaining Budget | % Received or Expended |
|---|---|---|---|---|
| **REVENUES** | | | | |
| SALE OF WATER MEMBERS | 9,565,285 | 18,912,586 | (9,347,301) | 51% |
| SALE OF WATER OTHERS | 5,487,699 | 10,221,934 | (4,734,235) | 54% |
| **TOTAL SALE OF WATER REVENUES** | **15,052,983** | **29,134,520** | **(14,081,537)** | **52%** |
| RENTALS | 63,690 | 135,000 | (71,310) | 47% |
| WATER ANALYSIS | 0 | 6,000 | (6,000) | 0% |
| INTEREST ON INVESTMENTS | 222,535 | 200,000 | 22,535 | 111% |
| MISCELLANEOUS REVENUES | 25,263 | 4,000 | 21,263 | 632% |
| **TOTAL OTHER REVENUES** | **311,488** | **345,000** | **(33,512)** | |
| **TOTAL REVENUES** | **15,364,471** | **29,479,520** | **(14,115,048)** | **52%** |
| LEAD SERVICE REPLACEMENT | 1,443,783 | 2,500,000 | (1,056,217) | 58% |
| **EXPENSES** | | | | |
| PURCHASE OF WATER FOR RESALE | 7,522,354 | 27,513,329 | (19,990,975) | 27% |
| POWER, PUMPING & GROUNDS WEBSTER | 297,344 | 614,900 | (317,556) | 48% |
| POWER, PUMPING & GROUNDS | 127,150 | 341,800 | (214,650) | 37% |
| COMPUTER OPERATIONS | 53,161 | 107,500 | (54,339) | 49% |
| PURIFICATION | 61,176 | 182,400 | (121,224) | 34% |
| METERS & MAINS | 65,102 | 264,550 | (199,448) | 25% |
| ADMINISTRATION & GENERAL | 558,446 | 857,000 | (298,554) | 65% |
| WATER IN TRANSIT | 6,419,169 | 0 | 6,419,169 | 0% |
| **TOTAL EXPENSES** | **15,103,902** | **29,881,479** | **(14,777,577)** | **51%** |
| LEAD SERVICE LINE REPLACEMENT | 1,000,992 | 2,500,000 | (1,499,008) | 40% |
| **NET INCOME BEFORE DEPRECIATION** | **260,569** | **(401,959)** | **662,528** | **-65%** |

**SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY**
**COMPARATIVE STATEMENT**
**07/01/24 - 12/31/24**

| | Period Actual | Period Actual | Over/Under |
|---|---|---|---|
| **REVENUES** | | | |
| SALE OF WATER | 9,565,285 | 9,071,416 | 493,869 |
| SALE OF WATER OTHERS | 5,487,699 | 5,156,065 | 331,634 |
| **TOTAL SALE OF WATER REVENUES** | **15,052,983** | **14,227,481** | **825,503** |
| RENTALS | 63,690 | 59,274 | 4,416 |
| WATER ANALYSIS-LAB | 0 | 670 | (670) |
| INTEREST ON INVESTMENTS | 222,535 | 159,533 | 63,002 |
| MISCELLANEOUS REVENUES | 25,263 | 212,981 | (187,718) |
| **TOTAL OTHER REVENUES** | **311,488** | **432,458** | **(120,970)** |
| **TOTAL REVENUES** | **15,364,471** | **14,659,938** | **704,533** |
| LEAD SERVICE LINE REPLACEMENT | 1,443,783 | 525,327 | 918,457 |
| **EXPENSES** | | | |
| WATER PURCHASED FOR RESALE | 7,522,354 | 7,285,449 | 236,905 |
| WATER PURCHASE IN TRANSIT | 6,419,169 | 6,078,914 | 340,255 |
| OPERATING EXPENSES | 1,162,379 | 1,087,795 | 74,585 |
| **TOTAL EXPENSES** | **15,103,902** | **14,452,158** | **651,744** |
| LEAD SERVICE LINE REPLACEMENT | 1,000,992 | 525,346 | 475,646 |
| **NET INCOME BEFORE DEPRECIATION** | **260,569** | **207,781** | **52,789** |
| DEPRECIATION | 309,258 | 317,512 | (8,254) |
| **NET INCOME** | **(48,689)** | **(109,731)** | **61,043** |

**SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY**
**TOTAL CHARGES**
**07/01/24 - 12/31/24**

| MUNICIPALITY | WATER CONSUMPTION CUBIC FEET | TOTAL WATER CHARGES |
|---|---|---|
| **MEMBERS** | | |
| BERKLEY | 22,515 | 459,152 |
| BEVERLY HILLS | 20,409 | 405,579 |
| BINGHAM FARMS | 5,469 | 108,293 |
| BIRMINGHAM | 64,575 | 1,258,699 |
| CLAWSON | 17,649 | 354,147 |
| HUNTINGTON WOODS | 11,404 | 227,323 |
| LATHRUP VILLAGE | 6,991 | 139,748 |
| PLEASANT RIDGE | 5,984 | 116,470 |
| ROYAL OAK | 115,176 | 2,301,624 |
| SOUTHFIELD | 201,223 | 4,044,020 |
| DETROIT ZOO & RACKHAM | 7,704 | 150,261 |
| **MEMBERS TOTAL** | **479,099** | **9,565,315** |
| | | |
| **NON MEMBERS** | | |
| BLOOMFIELD HILLS | 31,210 | 1,072,993 |
| BLOOMFIELD TOWNSHIP | 127,417 | 4,414,705 |
| **NON MEMBERS TOTAL** | **158,626** | **5,487,699** |
| | | |
| **GRAND TOTAL** | **637,726** | **15,053,014** |

**SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY**
**INCOME STATEMENT WITH AVERAGE PER CUBIC FOOT**
**07/01/24 - 12/31/24**

| | Period Actual | 2024/2025 Average Per 1,000 cubic feet | 2023/2024 Average Per 1,000 cubic feet |
|---|---|---|---|
| **REVENUES** | | | |
| SALE OF WATER | 9,565,285 | 19.9651 | 19.2808 |
| SALE OF WATER OTHERS | 5,487,699 | 34.5951 | 33.9926 |
| **TOTAL SALE OF WATER REVENUES** | **15,052,983** | **23.6042** | **22.8674** |
| RENTALS | 63,690 | 0.0999 | 0.0953 |
| WATER ANALYSIS-LAB | 0 | 0.0000 | 0.0011 |
| INTEREST ON INVESTMENTS | 222,535 | 0.3490 | 0.2548 |
| MISCELLANEOUS REVENUES | 25,263 | 0.0396 | 0.3020 |
| **TOTAL OTHER REVENUES** | **311,488** | **0.4884** | **0.6532** |
| **TOTAL REVENUES** | **15,364,471** | **24.0926** | **23.5206** |
| **EXPENSES** | | | |
| WATER PURCHASED FOR RESALE | 7,522,354 | 11.7956 | 11.7097 |
| POWER, PUMPING & GROUNDS WEBSTER | 297,344 | 0.4663 | 0.4585 |
| POWER , PUMPING & GROUNDS | 127,150 | 0.1994 | 0.1572 |
| COMPUTER OPERATIONS | 53,161 | 0.0834 | 0.0815 |
| PURIFICATION | 61,176 | 0.0959 | 0.1578 |
| METERS & MAINS | 65,102 | 0.1021 | 0.1921 |
| ADMINISTRATIVE & GENERAL | 558,446 | 0.8757 | 0.7922 |
| WATER IN TRANSIT | 6,419,169 | 10.0657 | 9.7705 |
| **TOTAL EXPENSES** | **15,103,902** | **23.6840** | **23.3195** |
| **NET INCOME BEFORE DEPRECIATION** | **260,569** | | |

**SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY**
**CAPITAL EXPENSES**
**07/01/24 - 12/31/24**

| Fixed Asset Expenditures | |
|---|---|
| 2024 Ford F150 | 42,307 |
| Webster Isolation Valve | 66,875 |
| **Total Expenditures** | **109,182** |